Agricultural and Food Processing Clearance Order
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor
Employment and Training Administration
OMB Approval No. 1205-0134, Expires 09/30/2009

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)/ Nombre y Dirección del Empleador (Numero, calle, ciudad, código postal y teléfono)

Bowman Farms, Inc. 11259 Gowanda State Rd., North Collins, NY, 14111. Phone: (716) 337-2965

2. Location and Direction to Work Site/Dirección del lugar de trabajo

11259 Gowanda State Rd., North Collins, NY 14111. Take Exit 57A (NYS Thruway). R on Eden Evans Ctr. Rd./CR-32. L on Versailles/CR-41. L on Brandt Rd./NY249. R on Main St. (Gowanda).

(If additional space is needed, use separate sheet of paper)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

11259 Gowanda State Rd., North Collins, NY 14111. 2 Story Farmhouse with 6 bedrooms, 2 baths, 2 kitchens. Employer will use first floor lower level apartment for H-2A housing only. Lower level unit is a 2 bedroom unit accomodating 5 persons.

(If additional space is needed, use separate sheet of paper) / Si necesita más espacio, utilice documento adicional.)

Numbers 4, 5, 6, 7 and 8 for State use only.

4. Industry Code/Código de Industria: 111998

5. Job Order #/No. Orden de Empleo: M.Y.0931307

6. Occupational Title and Code /Titulo Ocupacional y Código: Farmworkers 45-209202

7. Clearance Order Issue Date / Fecha de Tramite: MAR 15 2010

8. Job Order Expiration Date / Fecha de vencimiento: 5/30/10

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 04/30/2010 To/Hasta: 11/30/2010

10. No. of Worker's Requested / No. de Trabajadores Pedidos: 4

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 48
Sunday / Domingo 0 Monday / Lunes 8
Tuesday / Martes 8 Wednesday / Miércoles 8
Thursday / Jueves 8 Friday / Viernes 8
Saturday / Sábado 8

12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar de:
Employer / El Empleador Yes ☐ No ☒
Local Office / La Oficina Local Yes ☒ No ☐

13. Board Arrangements / Arreglo de Alojamiento: Provided housing in separate fully-furnished home. Buy/prepare own food.

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos
Applicants should be referred to Larry Bowman. Available for telephone inquiries/interviews from 9:00am to 5:00pm, Monday-Friday

15. Job Specifications / Descripción del Trabajo

SEE ATTACHED ADDENDUM

(If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions / Deducciones	YES / SI	NO	Pay Period / Periodo de Pago
General Farm Labor/other crops	$ 10.20	$ N/A	N/A	Social Security / Seguro Social	X		Weekly / Semanal X
Green Beans	$ 10.20	$	N/A	Federal Tax Impuestos Federales	X		
Raspberries Blueberries	$ 10.20	$	N/A	State Tax Impuestos Estatales	X		Bi-weekly / cada 2 semanas
Strawberries	$ 10.20	$	N/A	Meals / Comidas		X	
	$	$		Other (specify)/ Otro		X	Other / Otro

More Details About the Pay / Mas Detalles Sobre el Pago
Piece rate applies to crops indicated above. All other crops and general farm labor paid at hourly rate.

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

C-10026-22505

17. Transportation Arrangements / Arreglos de Transportación

Employer agrees to reimburse inbound transportation and subsistence expenses to each worker, or any person, government agency, or private organization which, on behalf of the worker has paid or advanced such transporation and subsistence expenses, from the residence, place of last employment or place of recruitment to the job site after the worker has completed 50% of the stipulated period of employment, from initial date of need or from the day after actual arrival of worker if later than the stated date to report.

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(s)? Yes / Si ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario quo le paga al Contratista Agricola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes ☒ No ☐
20. Workers' compensation insurance provided? Indemnización por accidence de trabajo: Yes ☒ No ☐
21. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes ☒ No ☐
22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None") / Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno") NONE
23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None") / Enumere toda huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")

NONE

24. Address of Order Holding Office (include Telephone number)/Dirección de la 25. Name of Local Office Representative (include direct dial telephone

New York State Department of Labor
One Stop Office nearest to you

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New York State Department of Labor
One Stop Office nearest to you

26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Titulo del Empleador
Larry Bowman, Owner/Treasurer

READ CAREFULLY, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

Public Burden Statement

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents' obligation to reply to these requirements is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this collection is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA 790 (Rev. July 2009)

Form ETA 790 - Summary of Material Job Specifications

Drive tractors/trucks and perform a variety of crop raising duties. Plant, weed, fertilize, cultivate, spray, harvest, stake and pack fruits and vegetables. Maintain/repair farm implements and storage barns. Drug testing may be required at employer expense. Must be able to lift/stack boxes of up to 60 lbs and work in rain if necessary for up to 15 hours/day.

Conducir tractores/camiones y hacer una variedad de deberes para cultivar la cosecha. Plantar, desherbar, abonar, cultivar, rociar, cosechar, arrodigar y envasar frutas y verduras. Mantener/arreglar herramientas de granja y graneros de depósito.

Attachments to ETA Form 790

Job Order Number: _____

ITEM 2 - LOCATION AND DIRECTION TO WORK SITE:

The work site is located at **11259 Gowanda State. Rd.** in the following county/counties: **Erie** The directions to the work site are: **Take Exit 57A off NYS Thruway. Right onto Eden Evans Center Rd/CR-32. Left onto Versailles Pland Rd/CR-41. Left onto Brandt Rd/NY-249. Right onto Main St/US-62 (Gowanda)**

ITEM 3 - LOCATION AND DESCRIPTION OF HOUSING:

Location: Housing is located at **11259 Gowanda State Rd., North Collins, NY 14111**

Directions to housing are **Take Exit 57A off NYS Thruway. Right onto Eden Evans Center Rd/CR-32. Left onto Versailles Pland Rd/CR-41. Left onto Brandt Rd/NY-249. Right onto Main St/US-62 (Gowanda)**

Description of housing: **Two-story farmhouse with 6 bedrooms, 2 baths, and 2 fully-equipped kitchens. Employer will use 1st floor lower level apartment for H-2A housing, which is a 2 bedroom unit accommodating 5 persons.**

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner.

. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. *If both male and female workers are hired, separate toilet, shower facilities, and rooms, will be provided by the employer.*

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.

Signature _____ Date 1-21-16

Workers may be reached at the following address and phone number:

ADDRESS: **11259 Gowanda State Rd., North Collins, NY 14111** PHONE NUMBER: **(716) 337-2965**

ITEM 4 - BOARD ARRANGEMENTS: *(Check Appropriate Item(s))*

___ Employer will provide 3 meals a day and will deduct $__ per day

XXX Employer will furnish free and convenient cooking and kitchen facilities so workers prepare their own meals. Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries.

ITEM 5 - REFERRAL INSTRUCTIONS: *(Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)*

Applicants should be referred to Larry Bowman, Treasurer. Available for telephone inquiries and interviews from 9:00am to 5:00pm, Monday-Friday.

Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may:

XX Call for an interview during normal business hours at the number listed on the ETA 790.

____Report to the farm office or worksite listed on the ETA 790.

____Other (describe) _____

ITEM 8 - ANTICIPATED HOURS OF WORK:

8 hours per day is normal. The worker may be requested but not required to work 15 hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields or orchards, weather and maturity of the crop.

ITEM I I - WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:

(a) The Adverse Effect Wage Rate of $ 10.20 , the prevailing hourly wage rate or piece rate, or the federal minimum wage rate, whichever is greatest, will be the minimum rate of pay. Employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate

This job offer includes the following crop activities and rates of pay per unit: *(Include all crops and activities not listed on ETA 790, Item11)*

Green Beans: $ 10.20/hr
Raspberries/Blueberries: $ 10.20/hr
Strawberries: $ 10.20/hr
Other Crops and General Farm Labor: $10.20/hr

(b) The following deductions will be made:

XXX Taxes, if applicable under Federal, State, and local law from U.S. Workers;
X FICA Taxes X FUTA Taxes X Federal Income Tax Withholding
_____ Advances;
_____ Meals;
_____ Willful destruction of property;
_____ Other (Specify) _____

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.

(c) The employer will _____, will not XXX pay the worker a bonus of $_____, based on Quality Picking _____ End of Season _____ Other _____
Anticipated date by which payments will be made: _____

(d) Employer guarantees to offer employment for a minimum of ¾ of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the ¾ guarantee period ends on the date of termination.

(e) Payroll Periods will be X Weekly: _____ Twice Monthly. Workers will be paid on Friday (day of the week) each payroll period and will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total

earnings, piece *rates number of units if piece rates are used)*, and all deductions. The statements will comply with 20CFR. 655.102(b)(8).

(f) Employer will provide a worker referred through the interstate clearance system **48** hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system $ 489.60, for the first week starting with the originally anticipated date of need. Employer will ____ will not X___ require worker to perform alternative work if the guarantee cited in this section is invoked. Alternate work may be provided if the guarantee cited in this section is invoked. The alternate work and pay will be:

If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above-mentioned assurance.

ITEM 12 - TRANSPORTATION ARRANGEMENTS:

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation **(if it is the prevailing practice).** If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period.

The employer will also provide **advance** subsistence at a minimum amount of $ N/A ___ per 24-hour period of travel from place of recruitment to the place of employment **(if it is the prevailing practice).**

Workers who provide receipts for meals and non-alcoholic beverages in excess of $ N/A ___ will be reimbursed during the first pay period, up to the maximum amount of $ N/A ___ per 24-hour period of travel from place of recruitment to the place of employment (if it is the prevailing practice).

Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which **were advanced and/or reimbursed to the worker.**

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place *of recruitment* to the place of employment. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence **(travel reimbursement subsistence will be the minimum amount of $9.90 per 24-hour period of travel and the maximum amount will be**

$ 39.00 per day) from the place of employment to the place *of recruitment* except when the worker will not be returning to the place *of recruitment* due to subsequent employment with another employer who agrees to pay such costs, in which case the employer will only pay for the transportation *and subsistence* to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

Free transportation will be provided from the housing location to the work site and return each day.

ITEM 13 - OTHER CLARIFICATIONS AND ASSURANCES:

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place of *recruitment. Additionally the employer will* reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

TRAINING: Training will be provided for N/A days and workers will be allowed N/A days to reach production standards for the activity.

PRODUCTION STANDARDS: Worker will be expected to meet the following production standards after completion of training or break-in period, if applicable: *(List the production standards for each activity if production standards are applicable):*

N/A

INJURIES: The employer will provide Workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.

EMPLOYER OBLIGATION IF EMPLOYMENT EXTENDED: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order-holding office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

CONTRACT IMPOSSIBLITY: The employer will terminate the work contract of any worker whose services are no longer required for reasons beyond the control of the employer or an act of God. In the event of such termination, the employer will be bound by the three-fourths guarantee from the first workday after arrival to the date of termination.

PROOF OF CITIZENSHIP: All workers hired under this order will be required to provide documentation attesting to U. S. citizenship or legal status to work in the U.S.

AGRICULTURAL WORK AGREEMENT: A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences.

NUMBER OF WORKERS: The employer expects the total number of workers used in this occupation to be __8__, of which __4__ will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

OTHER: The employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501. The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U. S workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant workers.