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

U.S. Department of Labor
Employment and Training Administration

O.M.B. Approval No. 1205-0134, Expires 06/30/2006

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

Milk Pail, LLC
723 Mecox Rd.
Water Mill, NY 11976
(631) 774-6621

Industry Code / Código de Industria: 111331
Job Order # / No. Orden de Empleo: N.Y.0931434
Occupational Title and Code /Título Ocupacional y Código: Farmworker 45209202
Clearance Order Issue Date / Fecha de Tramite: FEB 11 2010
Job Order Expiration Date / Fecha de expiración: 5/02/2010

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

757 Mecox Road, Water Mill, NY 11976 1346 Montauk Hwy Wate Mill
Directions: From 495 heading East use Exit 70, Manorville (Rt. 111). Follow Rt. 111 to Sunrise Hwy. (Rt. 27). Follow Rt. 27 heading East through the village of Southampton and Water Mill. Make a right turn onto Mecox Rd. and follow 1.25 miles to 757 Mecox Rd.

(see attachment / para más detalles vea_____)

6. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: 04/02/2010 To / Hasta 02/02/2011

7. No. of Worker's Requested / No. de Trabajadores Pedidos: 3

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

Housing Location: 1346 Montauk Hwy., Water Mill, NY 11976
Housing Description: Bedroom, Living/Dining area, Kitchen, 1 Bathroom.

(see attachment / para más detalles vea_____)

8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena

		Total:	40
Sunday / Domingo	0	Wednesday / Miercoles	8
Monday / Lunes	8	Thursday / Jueves	8
Tuesday / Martes	8	Friday / Viernes	8
		Saturday / Sabado	0

9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:

Employer / El Empleador	Yes ____	No X
Local Office/Oficina Local	Yes	No X

4. Board Arrangements / Arreglo de Alojamiento

Kitchen facilities are provided with housing. Transportation to the supermarket will be provided.

(see attachment / para más detalles vea_____)

5. Referral Instructions / Instruciones para el Referimiento de Candidatos

Applicants responding to the newspaper advertisement should respond to the NYS Dept. of Labor, [illegible]

The employer will be available for phone interviews Monday through Friday between the hours of 8:30am and 4:30pm.
Jennifer Dupree at (631) 774-6621

(see attachment / para más detalles vea_____)

10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in **ENGLISH** must be included inside this box]

Orchard Work - pruning trees, thinning fruit, harvesting fruit, planting trees (45%)

Greenhouse - planting, watering, plant cleaning, plant spacing, general cleanup (20%)

Farm Work - grading fruit, aiding in cider production, peeling/slicing fruit, farmyard and building maintenance and cleanup, seeding, planting and harvesting pumpkins (35%)

Three months orchard work experience required.

(see attachment / para más detalles vea_____)

10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in **SPANISH** must be included inside this box]

Trabajo en el campo - podar arboles, minimisar cantidad de fruta, cosechar fruta, plantar arboles (45%)

Invernadero - sembrar, poner agua, mantenimiento y espaciamieto de las plantas mientras crecen ademas de limpieza general del invernadero (20%)

Actividades en el rancho - seleccion de fruta, auxiliando en la produccion del jugo, pelar y rebanar fruta, mantenimiento y limpieza de edificaciones y jardines en el rancho, plantando desde las semillas hast alas plantas de calabaza asi como la cosecha de las mismas (35%)

Tres meses de experiencia trabajando en huerta de manzanas.

(see attachment / para más detalles vea_____)

ETA 790 (rev. July 2004)

C-10027-2258

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciónes (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, ect.)	Deductions / Deducciónes	YES	NO	Pay Period Periodo de Pago
Orchard	$ 10.72	$			FICA	X		Weekly / Semi-annual X
Greenhouse	$ 10.72	$			Federal Tax	X		
General Farm Work	$ 10.72	$			State Tax	X		Bi-weekly / cada 2 sem.
	$	$			Meals (comidas)		X	
	$	$			Other (specify)		X	Other / Otro

More Details About thePay/Más Detalles Sobre el Pago

(see attachment / para más detalles vea_____)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)

Transportation to and from job will be reimbursed to employee upon arrival. Transportation costs incurred while working will be reimbursed to employee on a monthly basis. In case of emergency contact Jennifer H. Dupree (631) 774-6621.

The amount of daily subsistence will be no less than $9.90 pay day without receipts and up to $139.00 per day with receipts

(see attachment / para más detalles vea_____)

13. 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 area de usar Contratistas Agiicolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes _____ No X If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agricola para cada actividad?

(see attachment / para más detalles vea_____)

14. Unemployment Insurance provided / Seguro por Desempleo: Yes X No _____

15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes X No _____

16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes X No

17. 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

18. 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 todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")

None

19. Address of Order Holding Office (include Telephone number) Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)

NYS Dept. of Labor ONE Stop
160 South Ocean Ave.
Patchogue, NY 11772-37[illegible]

20. Name of Local Offiice Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono)

N.Y.S. D.O.L. ONE Stop
[illegible]

21. **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.
Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos.
Employer's Signature & Title/ Firma y Título del Empleador

Jennifer H Dupree, General Partner

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 truth-fullness 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.
LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Act of 1995, OMB Control No. 1205-0134).

New York State Department of Labor
FORM ETA 790
Attachment 1

Job Order Number _____

A, CLARIFICATION OF ITEMS ON FORM ETA 790

Item 3: Housing

a. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.
b. Housing beds, bedding and mattresses will be furnished at no cost to the workers.
c. Housing will be clean and meet the applicable Federal and State housing standards.
d. Workers will be responsible for maintaining housing and surrounding areas in a neat, clean manner.

Item 4: Board Arrangements

a. Employer will ___ will not _X__ provide three meals per day and will deduct $ ____ per day. Employer will _X__ will not ___ furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.
b. Employer will _X__ will not ____ provide transportation to assure workers access to stores where they can purchase groceries and/or other incidentals and/or medical necessities.

Item 10: Job Specifications

a. Workers must be able to demonstrate that they are physically able to perform the work as described.
b. Employer may terminate worker with notification to the New York State Department of Labor, if the worker:
   1) refuses, without just cause, to perform work for which the worker was recruited and hired;
   2) commits serious acts of misconduct; or
   3) fails, after completing any training or break-in period, to reach production standards.
c. The employer will provide _N/A__ days of training and/or allow__N/A_ days of work for worker to reach production standards if applicable.
d. Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to:

Item 11: Wage Rates, Special Pay Information and Deductions

a. If piece-rate earnings for total hours of work at a piece-rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to the guaranteed minimum wage rate.

b. In New York State, the only deductions that can be taken from worker pay are:
   1. Those required by law, such as social security, income tax, and garnishment of wages,
   2. Those that benefit workers and are authorized in writing, such as life insurance or a savings account.

   Any other deduction is illegal. This includes deductions:
   - (or deposits) for tools, boots, raincoats, or uniforms necessary for the job;
   - As fines or penalties for being late, misconduct, or quitting without giving notice;
   - For cash shortages;
   - For spoilage or breakage; or
   - For damages or losses of any kind.

c. The employer guarantees to offer employment for a minimum of ¾ of the hours in the workdays during the period of the contract, and all extensions thereof. This guarantee begins with the first workday after the worker's arrival at the place of employment and ends on the date specified on the job order or extensions thereof. In Act of God terminations, the ¾ guarantee period ends on the date of termination. Workers will not be required to work more than the number of hours specified in the job order for a workday or on their Sabbath or Federal holidays to meet this guarantee. The worker's average hourly earnings will be used under this guarantee where wages are paid on a piece rate basis. Workers who are terminated for cause or who voluntarily abandon their job are not entitled to this guarantee.

d. Workers with school age children who have migrated with such children and who depart in time to return home for the beginning of the school year shall be paid, in addition to the basic wages, any bonus or other incentive payments or other expenses to which they would be entitled had they stayed the entire job order period.

e. The employer will provide workers referred through the interstate clearance system _40__ hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 business days before the date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system $_428 80_ for the first week starting with the originally anticipated date of need. If worker referred fails to notify the NYS Department of Labor (preferably the order-holding office) of continued interest in the job at least 5 days before date of need, worker will be disqualified from this assurance. Employer will ___ will not _X__ require worker to perform alternative work if the guarantee cited in this section is invoked.

   Alternative work:

   _____

f. Employer will maintain adequate payroll records. Workers will be paid weekly on _Friday__ for work through the previous _Thursday_.

Item 12: Transportation

a. 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 transportation 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.
b. Employer will provide or pay the cost of return transportation and subsistence to each worker who completes the employment period, or who is terminated for medical reasons, or as the result of an Act of God, from place of employment to place of recruitment, except when the worker is not returning to his place of recruitment and had subsequent employment with an employer who will bear transportation expenses, in which case this employer only pays for the transportation to the next job.
c. Employer will not be responsible for providing return cost of transportation and subsistence from place of employment to place of recruitment if the worker voluntarily abandons the job or is terminated for cause.
d. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. All transportation provided by the employer will be by common carrier or other transportation facilities which conform to the applicable regulations of the Interstate Commerce Commission or the United States Department of Labor. If requested by the worker, the employer will assist in making transportation arrangements.
e. Employer will provide transportation, at no cost to the worker, from the employer provided housing to the actual work site and return at the end of the day.

Item 15: Workers' Compensation

The employer assures that Policy # __Z 701 664-5_ issued by _The State Insurance Fund_ provides the required insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Atlanta Processing Center before certification is granted.

Item 16: Tools and Equipment

The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.

B. OTHER CLARIFICATIONS AND ASSURANCES

1. The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.103.
2. 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 in terms and conditions of employment.
3. Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.501(xvi).
4. Where appropriate, the employer is certified in the use and application of pesticides per Federal Environmental Protection Agency and State Department of Environmental Conservation requirements. The employer assures that workers hired under this order who will be handling pesticides will be provided appropriate training.
5. A copy of the contract or this Job Clearance Order will be provided to the worker by the employer no later than on the day the work commences.

6. The employer assures that if acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on the order, he has a valid federal FLC certificate or FLCE identification card.
7. The applicant also assures that he/she complies with NYS registration requirements. Farm labor contractors anticipating employment contracting with growers or processors in New York State, growers or processors in New York State who use the services of a farm labor contractor, and growers or processors in New York State who, without using the services of a farm labor contractor, are responsible for bringing into the state five or more out-of-state migrant farm or food processing workers, including H-2A workers, are required to register with the New York State Department of Labor and pay a registration fee in addition to any other fees that may be applicable.

STATE OF NEW YORK **DEPARTMENT OF LABOR**

REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM

NAME OF EMPLOYER
Milk Pail, LLC
723 Mecox Road
Water Mill, NY 11976

LOCATION AND DESCRIPTION OF HOUSING
1346 Montauk Hwy.
Water Mill, NY 11976
Housing description: Bedroom, Living/Dining area, Kitchen, 1 Bathroom.

I hereby request conditional access into the intrastate/interstate clearance system so that my clearance order can be transmitted to labor supply states in a timely manner for the recruitment of agricultural workers.

As a condition of placing my order into clearance, I assure that such housing will be in full compliance with the requirements of the U.S. Department of Labor and Part 15 of the New York State Sanitary Code for Migrant Labor Camps by 03 / 02 / 2010 which is 30 days prior to date of need.

Representatives from the New York State Department of Labor, New York State Health Department and/or U.S. Department of Labor are invited to inspect such housing at any reasonable time to verify its condition.

Jennifer H Dupper 01/25/10

EMPLOYER'S SIGNATURE **DATE**