

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 08/31/2009

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)  Van Putte Seed Co., Inc. Kyle T. Van Putte 136 North Ave.. 136 North Ave.. Rochester, NY. 14626 (585) 225-7770	Industry Code / Código de Industria: 1114 Job Order # / No. Orden de Empleo: N.Y. 0932592 Occupational Title and Code / Título Ocupacional y Código: Nursery Workers 45-2092-01 Clearance Order Issue Date / Fecha de Tramite:																
2. Location and Direction to Work Site / Dirección del lugar de trabajo 136 North Avenue, Rochester New York, 1 mile North of Rt. 104  (see attachment / para más detalles vea )	Job Order Expiration Date / Fecha de expiración: 5/01/2010 6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 4/1/10 To / Hasta 11/30/2010  7. No. of Worker's Requested / No. de Trabajadores Pedidos: 10																
3. Location and Description of Housing / Dirección y Descripción de la Vivienda  136 North Avenue, Rochester New York, I have on site housing. The house is the original farmhouse and is able to accommodate as many as 10 workers. There are 10 beds, 2 full bathrooms and a fully operational kitchen. There is also a functioning washer and dryer. 1 mile North of Rt. 104 Housing consists of one wood framed house with 4 bedrooms, kitchen, dining area, living room and 2 bathrooms. Natural Gas heat and municipal water.  (see attachment / para más detalles vea )	8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena <table border="1"> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miércoles</td> <td>7 to 10</td> </tr> <tr> <td>Monday / Lunes</td> <td>7 to 10</td> <td>Thursday / Jueves</td> <td>7 to 10</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7 to 10</td> <td>Friday / Viernes</td> <td>7</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sabado</td> <td>5</td> </tr> </table> Total: 40 - 50  9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Sunday / Domingo	0	Wednesday / Miércoles	7 to 10	Monday / Lunes	7 to 10	Thursday / Jueves	7 to 10	Tuesday / Martes	7 to 10	Friday / Viernes	7			Saturday / Sabado	5
Sunday / Domingo	0	Wednesday / Miércoles	7 to 10														
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Tuesday / Martes	7 to 10	Friday / Viernes	7														
		Saturday / Sabado	5														
4. Board Arrangements / Arreglo de Alojamiento Workers buy and prepare own food. Los trabajadores compran y preparan su propia comida.  (see attachment / para más detalles vea )	(see attachment / para más detalles vea )																
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos Employer Kyle T. Van Putte at (585) 225-7770 Applicant may apply directly with the employer or through the closest DOL office. (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] During the anticipated period of employment, Performs any combination of following duties concerned with preparing soil and growth media, cultivating, and otherwise participating in horticultural activities under close supervision on acreage, or in nursery: Greenhouse work will consist primarily of transplanting plugs into finishing flats, and related tasks such as wetting soil and maintaining the transplanting area as well as loading finished product onto transport racks Tasks shall include, but not be limited to, laying irrigation pipe, picking stones, setting plants, hoeing, and harvesting. Mending boxes, removing plastic mulch and irrigation tubes. Transplanting will also be subject to quality and output standards. Any tools shall be supplied by the employer at no cost to the workers. Workers should report to work with their own suitable work clothing. Field temperatures may range from 30 to 90 degrees F. The work they will perform is planting, weeding, hoeing, pruning, transplanting and harvesting. We have a 10 acre growing nursery and a 1 acre green house growing operation. Duties performed will be heavy lifting digging, raking and drainage and irrigation installation. Dig and rootball trees and shrubs.  (see attachment / para más detalles vea 1 & 6)																	
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] Durante el anticipado periodo de empleo, Desarrollará cualquier combinación de las siguientes tareas consistentes con la preparación de la tierra y el crecimiento de la raíz, cultivar y participar en otras actividades horticurolas bajo supervision estricta en el campo y en el invernadero. El trabajo del invernadero consistirá principalmente en el transplante de la raíz en charolas de acabado y tareas relacionadas tales como mojar la tierra y con el mantenimiento del area de transplante también colocar el producto final en carretillas de transporte. Se incluirá en las tareas de trabajo pero no estará limitada a colocar tubos de irrigación, recoger piedras, plantar, azadonear, y cosechar. Reparar cajas, remover el plástico del pajote y de los tubos de irrigación. El transplante también estará sujeto a calidad y normas de producto final. Todas las herramientas serán provistas por el patrón sin ningún costo para el trabajador. Los trabajadores tendrán que reportarse al trabajo con sus ropas propias apropiadas para el trabajo. La temperatura del campo varía de 30 a 90 grados F (approx. 0 - 35 grados centígrados). El trabajo que ellos desarrollarán será de plantar, deshierbar, azadonear, podar, transplantar y cosechar. Tenemos un vivero de 10 acres para el cultivo y un acre de invernadero para la operación del cultivo. Las tareas que se desarrollarán serán de levantar carga pesada, escarbar, rastrillar, desagüe e instalación de la irrigación. Escarbar y envolver las raices del árbol y de los arbustos.  (see attachment / para más detalles vea )																	

C-10036-22850

11. 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, ect.)	Deductions / Deducciones	YES	NO	Pay Period Periodo de Pago
					SI	NO	
Nursery & Greenhouse	\$ 7.72 <i>Basic</i>			Social	X		Weekly / Semanal
	<i>11.58 Overtime</i>			Federal Tax Impuestos Federales	X		
				State Tax Impuestos Estatales	X		
				Meals (comidas)		X	
		\$		Other (specify)/ Otro		X	Other / Otro

More Details About the Pay/Más Detalles Sobre el Pago

(see attachment / para más detalles vea )

12. Transportation Arrangements / Arreglos de Transportación (Please explain)  
Travel arrangements provided by employer at no cost to workers..

(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 Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si  No  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 Agrícola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo:

Yes  No

15. Workers' compensation insurance provided / Indemnización por accidente de trabajo:

Yes  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  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")

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")

1: New York State Department of Labor  
St One Stop Office nearest to you  
1:

le la Oficina donde

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

umber) / Nombre

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

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-fulness 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, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. 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 Project 1205-0134).

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 2  
ORDER NO \_\_\_\_\_**

(b) Ending date: No extension of employment beyond the period of employment in the Job Order shall relieve the employer from paying wages already earned, transportation/subsistence expenses and bonuses if applicable.

Item # 7- (a) Employer will not contract with crew leaders currently acting in violation of the Migrant and Seasonal Worker Protection Act (MSPA).

(b) Employer will negotiate any and all crew leader fees directly with the crew leader.

(c) Crew Leaders anticipating employment in New York State will be required to register with the New York State Department of Labor and pay a \$200.00 crew leader registration fee in addition to any other fees that may be applicable.

Item # 8- Total number of Diversified Crop workers needed   10  .

Item # 9- (a) An hourly rate of not less than the Federal or State Minimum Wage, the current AEW, the prevailing hourly rate or the employer's hourly rate, whichever is highest is guaranteed to the worker for the period of employment (Item # 5).

(b) The employer will make the following deductions: (1) FICA (2) Federal/State tax withholdings (3) Garnishments as required by law (4) cash advances.

(c) Employer will maintain adequate payroll records. Workers will be paid weekly on **Thursday** for work through previous **Sunday** . A written statement showing (1) employers full name and address, (2) worker's social security number, (3) total hours actually worked or total number of units, if piece rate, (4) total earnings for the pay period, and (5) deductions will be furnished the worker each pay day.

(e) The employer guarantees to offer employment for a minimum of three-fourths of the workdays of the total specified period during which the job order, and all extensions thereof, are in effect. 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. Workers will not be required to work more than eight hours per day, 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.

(f) 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.

(g) The employer may terminate workers' employment hereunder at any time with notification to the local Dept. of Labor Office for any of the following reasons:

- (i) Refusing, without just cause, to perform the duties for which the worker was recruited and hired.
- (ii) Committing a serious act of misconduct or breach of discipline.
- (iii) Failure to reach and/or maintain productivity standards.
- (iv) Job Abandonment- being absent for more than one (1) work day, as shown in Item 10, without prior notification to the employer.

When worker is terminated under any of these provisions, or if the worker voluntarily terminates his employment, the employer shall not be liable for the three-fourths guarantee.

ITEM # 10 - Workers are expected to work at least the number of days and hours specified on the Job Order. However, depending on weather, crop or other conditions, workers may be requested, but not required, to work up to six days per week and/or on their Sabbath and up to 10 hours per day.

ITEM# 11- Employer will furnish to workers, without cost, all tools, supplies or equipment required in the performance of the duties assigned. Workers should report to work with their own suitable work clothing.

Field temperatures may range from 20 degrees to 100 degrees with possible wet morning ground conditions.

Approximate dates various tasks will be performed. Exact dates depend on weather, growing and crop conditions.

<b>04/01/10 to 11/30/10</b>	<b>General Greenhouse Work</b>
<b>04/01/10 to 11/30/10</b>	<b>General Field Work</b>
<b>07/01/10 to 11/30/10</b>	<b>Hand harvest Chrysanthemum Crop</b>

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**ATTACHMENT NO. 4  
ORDER NO. \_\_\_\_\_**

Item #13 - (a) Employer (will) (**will not**) provide three meals per day and will deduct \$ N/A per day. (Deductions will not depress the minimum wage).

(b) Employer (will) (will not) furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.

(c) Employer (will) (will not) provide transportation to the assure workers access to stores where they can purchase groceries and/or other incidentals

Item #14- Housing beds, bedding and mattresses will be furnished at no cost to the workers. Employer assures that housing will be clean and in compliance with all applicable standards during the occupancy. Workers will be responsible for maintaining housing and surrounding area in a neat and clean manner.

Item # 15- In order to assure the most effective referral and placement of workers, all referrals should be made during normal business hours except for the following:

In addition, if the person designated as the contact person on the Summary of Employment Conditions sheet attached to this order is not available, for an extended period of time, there will be someone available at the farm to effectuate referrals.

Item #16 – Collect calls will be accepted only from officials of Employment Service Offices.

Item # 17- Employer agrees to reimburse inbound transportation and subsistence expenses (\$9.90 per day without receipts, Max. of \$39.00 per day with receipts) 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 15 consecutive calendar days of employment, whichever is shorter, from initial date of need or from the day after actual arrival of worker if later than the stated date to report.

(b) The employer assures that the employers bears and pays transportation related expenses either directly to the provider of travel or indirectly to reimburse the worker so that the workers weekly pay is diminished below the applicable Federal minimum wage required by Section 6 of the Fair Labor Standards Act, 29 UCS 206.

(c) 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, enroute 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.

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 5  
ORDER NO. \_\_\_\_\_**

(d) Employer will not be responsible for providing return cost of transportation and subsistence enroute from place of employment to place of recruitment if the worker voluntarily abandons the job is terminated for cause.

(e) The amount of transportation payment will be equal to the most economical and reasonable similar common carrier charges for the distance involved. All transportation provided by the employer will be by common carrier of other transportation facilities which conform to the applicable regulations of the ICC or the Department of Labor.

(f) 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.

(g) If requested by the worker, the employer will assist in making transportation arrangements.

(h) Workers Compensation Insurance will be provided: **Policy # Z 1247 056-3**

**Name of Compensation Carrier: State Insurance Fund**

**Name and Address of Policyholder(s) Van Putte Seed Co. Inc.**

**Person(s) and Phone Nos. to be notified of injury: Kyle T. Van Putte (585) 225-7770**

**Deadline for Notification of Injury: Immediately, but no later than 30 days after injury**

**REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM**

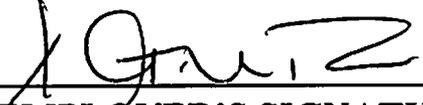
NAME OF EMPLOYER: Van Putte Seed Co. Inc.

LOCATION AND DESCRIPTION OF HOUSING: 136 North Ave., Rochester Ny 14626 I have on site housing. There are 4 bedrooms, 2 full bathrooms and a fully operational kitchen. There is also a functioning washer and dryer.

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 03/02/10 which is 35 days prior to Occupancy.

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.

  
\_\_\_\_\_  
EMPLOYER'S SIGNATURE

2/4/10  
\_\_\_\_\_  
DATE

.....

THE ABOVE REQUEST IS : \_\_\_ APPROVED — DISAPPROVED

REGIONAL ADMINISTRATOR, ETA

**AGRICULTURAL CLEARANCE CHECKLIST  
SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER**

1. NAME OF EMPLOYER: Van Putte Seed Co. Inc.
2. LOCATION OF EMPLOYER AND DIRECTIONS: 136 North Avenue, Rochester New York, 1.2 mile North of Rt. 104
3. CONTACT PERSON: Kyle T. Van Putte
4. PERIOD OF EMPLOYMENT: From: 04/01/10 To: 11/30/10
5. WORK SCHEDULE: Hours per day: 7 Days per week: 6

6. CROP- ACTIVITY- WAGE

<b>crop/activity</b>	<b>hourly wage</b>	<b>piece rate *</b>	<b>production unit</b>	<b>hourly rate</b>
General Greenhouse Work	\$7.72	N/A		\$7.72
General Field Work	\$7.72	N/A		\$7.72
Hand harvest Chrysanthemum Crop	\$7.72	N/A		\$7.72
		N/A		
		N/A		
		N/A		

\* Piece rate for apples includes ESB-End-of-Season Bonus

7. WORK TASKS TO BE PERFORMED: Regular: Green house, Nursery, and field manual work.

Alternate and pay during first week in case of crop delay: Cleaning and setting up.

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8. TRANSPORTATION( As per Item # 17) : Yes: X No: \_\_\_\_\_
9. HOUSING: Housing can accommodate 10 people. Individual: 10 Families: 0
10. MEALS: Provided - Yes: \_\_\_ No: X If Yes cost per day: \$ N/A  
Workers must do their own cooking: Yes: X No: \_\_\_\_\_

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 8  
ORDER NO. \_\_\_\_\_**

**11. DEDUCTIONS:**

Type:	Amount:
Social Security	\$ As required
Federal/State Withholding Tax	\$ As required
Meals	\$ N/A
Other	\$ N/A

**12. NOTES TO WORKER**

A copy of the full job order is available for inspection *on DOL Website* The employer has guaranteed your first week wages unless he notifies this Department of Labor Office of a later starting date by 03/17/10.

In order for you to be eligible for this guarantee, you must contact the Dept. of Labor Office during the period of 03/18/10 and 03/25/10, at:

NYS Dept. of Labor-CSC

Any Department of Labor Job Service Office will assist you in doing this.