**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 09/30/2009

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)

Critz Farms 315-662-3355
3232 Rippleton Road
Cazenovia, NY 13035

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

4. Industry Code / Código de Industria: 111421

5. Job Order # / No. Orden de Empleo: N.Y. 0933307

6. Occupational Title and Code /Titulo Ocupacional y Código: 45209201 Nursery workers.

7. Clearance Order Issue Date / Fecha de Tramite: FEB 22 2010

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

At 3232 Rippleton Rd, 3 miles south of Cazenovia, New York

(see attachment / para más detalles vea N/A)

8. Job Order Expiration Date / Fecha de vencimiento: 5/5/2010

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

A wood frame home on the farm at 3146 Thompson Rd., in Cazenovia, New York

Barracks/Barracas

| Number/Numero | Total Capacity/Capacidad Total |
|---|---|
| 1 | 6 |

Employer assures the availability of no cost or public housing which meets the full set of applicable standards.
El patron asegure la disponsibilidad de la vivienda sin costo alguno y que llena todos los requisitos del estado.

(see attachment / para más detalles vea # 1 & 5)

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

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: 4/5/10 To / Hasta: 11/1/10

10. No. of Workers Requested / No. de Trabajadores Pedidos: 6

11. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena — Total: 45

| | | | |
|---|---|---|---|
| Sunday / Domingo | | Monday / Lunes | 8 |
| Tuesday / Martes | 8 | Wednesday / Miercoles | 8 |
| Thursday / Jueves | 8 | Friday / Viernes | 8 |
| Saturday / Sabado | 5 | | |

12. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar de:

Employer / El Empleador Yes x No ☐
Local Office/Oficina Local Yes ☐ No x

13. Board Arrangements / Arreglo de Alojamiento

**Yes/Si** Workers must buy and prepare own meals. / Los trabajadores compraran y prepararan sus propios alimientos.

(see attachment / para más detalles vea # 2 & 6)

14. Referral Instructions / Instruciones para el Referimiento de Candidatos

Contact Employer Directly Matt Critz 3232 Rippleton Rd., Cazenovia, NY (315) 662-3355 or Nearest One Stop Office

(see attachment / para más detalles vea # 2)

15. Job Specifications / Descripción del Trabajo

(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)

Plant, spray, weed, fertilize, and water plants, shrubs, and trees, using hand tools and gardening tools. Harvest plants, and transplant or pot and label them. Feel plants' leaves and note their coloring to detect the presence of insects or disease. Operate tractors and other machinery and equipment to fertilize, cultivate, harvest, and spray fields and plants. Dig, cut, and transplant seedlings, cuttings, trees and root balls as well as shrubs. Move containerized shrubs, plants, and trees, using wheelbarrows or tractors. Clean work areas, and maintain grounds and landscaping. Haul and spread topsoil, fertilizer, peat moss, and other materials to condition soil, using wheelbarrows or carts and shovels. Must be able to physically lift up to 80 pounds. Employer will furnish to workers, without cost, all tools and equipment required in the performance of the duties assigned. Workers should report for work with their own suitable work clothing. Field temperatures may range from 0 degrees to 90+ degrees F and work may be done in the rain, snow, mud, wind and sun. Workers referred against this order must have a minimum of 1 months experience in performing the duties listed above

C-10047-23109

(see attachment / para más detalles vea # N/A)

16. 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 SI | NO | Pay Period Periodo de Pago |
|---|---|---|---|---|---|---|---|
| Nursery/Greenhouse work | $10.48 | No | No | Social | X | | Weekly / Semanal |
| | | | | Federal Tax Impuestos Federales | X | | X |
| | | | | State Tax Impuestos Estatales | X | | Bi-weekly / cada 2 sem. |
| | | | | Meals (comidas) | | X | |
| | | | | Other (specify)/ Otro | | X | Other / Otro |

More Details About thePay/Más Detalles Sobre el Pago

None/Ninguno

(see attachment / para más detalles vea N/A)

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

(See Attachments/Vea Anexos #3 & #4)

(see attachment / para más detalles vea # 4 & 5)

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 area de usar Contratistas Agícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si ☐ 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 Agrícola para cada actividad?

19. Unemployment Insurance provided / Seguro por Desempleo: Yes No ☒

20. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes X 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 X 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/Ninguno

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

None/Ninguno

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

Full order is available on the NYSDOL website.

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

NYS. D.O.L One Stop Nearest Year

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.
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 Titulo del Empleador

Matthew E City

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.

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, Washington, D.C. 20210.

**STATE OF NEW YORK**
**DEPARTMENT OF LABOR**

**ATTACHMENT NO. 6(con't)**
**ORDER NO. NY**

## SUMMARY OF EMPLOYMENT CONDITIONS

10. DEDUCTIONS FROM WAGES:

| Type: | Amount: |
|---|---|
| Social Security | $ As Required |
| Federal/State Withholding Tax | $ As Required |
| Meals | $ N/A |
| Other | $ No |

11. **NOTES TO WORKER** (See Item 24 of ETA 790)
A copy of the full job order is available for inspection at N.Y.S DOL website The employer has guaranteed your first week wages unless he notifies this Department of Labor Office of a later starting date by 4/22/10.

In order for you to be eligible for this guarantee, you must contact the Dept. of Labor Office during the period of 4/23/10 and 4/29/10 **at:**

NYS Dept. of Labor-CSC

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

12. Work tasks to be performed:
Alternate and pay during first week in case of crop delay:

**Assurances & Requirements**

GENERAL: (a) The terms and conditions of this order shall be no less favorable than those contained in any existing labor contract or agreement by me or my agent for the same type of work. A copy of the Work Agreement and/or Job Order shall be posted in the labor camp and be made available. A copy of the Job Order will be provided to the worker no later than the day on which the worker begins employment. The employer assures that the working conditions of this order comply with the applicable Federal and State employment related laws and agrees to abide by the regulations at 20 CFR 655.103, Assurances and 20 CFR 653.501.

(b) Duly authorized State and Federal representatives (including outreach workers) will be allowed reasonable access to the workers during normal working hours.

(c) Workers hired under this order will be required to show evidence of right to work in the United States.

(d) Workers must be able to demonstrate that they are physically able to perform the work specified in this Job Order.

Item #3- 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 # 9- (a) Starting Date: The employer may amend the starting date of need by informing the order holding office no later than 4/22/10. If the employer fails to amend the date of need, the employer shall pay eligible workers referred through the interstate clearance system a minimum rate of the current Adverse Effect Wage Rate (AEWR) for each eight (8) hour work day in the first week on which those workers were present and available for work and no work specified in the Job Order ( Item #15) is provided.

(a)(i) Failure of workers referred against this order to notify the local office of their continued interest and/or verify the date of need no sooner than 4/23/10 nor later than 4/29/10 will disqualify the worker from the above assurance.

(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 # 10 – Total number of Migrant and Seasonal farm workers needed: 6

ITEM # 11 - 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 seven days per week and/or on their Sabbath and up to 12 hours per day.

Item #12 – Collect calls will be accepted only from officials of Employment Service Offices.

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 assure workers access to stores where they can purchase groceries and/or other incidentals and/or medical necessities.

Item # 14- In order to assure the most effective referral and placement of workers, all referrals should be made during normal business hours.

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-(a) An hourly rate of not less than the Federal or State Minimum Wage, the Adverse Effect Wage Rate (AEWR), the prevailing hourly rate or the employers hourly rate, whichever is higher is guaranteed to the worker for the period of employment.(Item # 5). In the event DOL promulgates a new AEWR during the recruitment or work contract period that applies to this order, the employer agrees to pay all workers employed in the 2010 season at the 2010 AEWR when it is established.

(b) If a piece rate is offered on the Job Order, the work at the piece rate will be guaranteed to the workers for the stated period of employment unless crop activity is such that the piece rate will not realize the workers an hourly equivalent of at least the current adverse effect wage rate (AEWR), in which case the worker will be paid the equivalent of an hourly rate of not less than the AEWR, the prevailing hourly rate or the employers hourly rate, whichever is highest.

(c) The employer will make the following deductions: (1) FICA (2) Federal/State tax withholdings (3) other (specify). (4) cash advances ( as required) (5) commissary meals, if provided and to the extent permissible under Federal and State wage requirements and(6) voluntary deductions evidenced by written authorization signed by the worker.

(d) Employer will maintain adequate payroll records. Workers will be paid weekly on **Friday** for work through previous **Sunday**. A written statement showing (1) employers full name and address, (2) worker's social security number, (3) total hours offered and 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. (See attachment no. 6 item no. 4 for payday/workweek applicable to this order).

(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 no 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:

(1) Refusing, without just cause, to perform the duties for which the worker was recruited and hired.

(2) Committing a serious act of misconduct or breach of discipline.

(3) Failure to reach productivity standards, <u>if applicable</u>. (See Attachment 1 Item #15)

(4) Job Abandonment- being absent for more than one (1) work day, as shown in Item 11, 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 # 17- Employer agrees to reimburse inbound transportation and pay $9.90 per day subsistence expenses per day without receipts and up to $39 per day max 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 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) The employer assures, that, the employer will bear and pay transportation related expenses either directly to the provider of travel or indirectly to reimburse the worker so that the workers weekly pay is not diminished below the applicable Federal minimum wage required by Section 6 of the Fair Labor Standards Act, 29 UCS 201.

(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, in route 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.

(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 or 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 Interstate Commerce Commission or the United States Department of Labor. If requested by the worker, the employer will assist in making transportation arrangements.

(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.

Item # 18- (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.

STATE OF NEW YORK
DEPARTMENT OF LABOR

ATTACHMENT NO. 6
ORDER NO. NY

## SUMMARY OF EMPLOYMENT CONDITIONS

1. Employer: **Critz Farms**

2. Referral instructions: Contact closest One-Stop Contact person: Matt Critz

All referrals are to be made during normal business hours:

3. Crop/Activity/Wage Information:

| Crop/Activity | Hourly Wage | Piece Rate | Production Unit(1) | Hourly Wage (2) |
|---|---|---|---|---|
| **Nursery/greenhouse** | **$10.48** | **N/A** | **N/A** | **$10.48** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

1. Minimum Productivity Standards: N/A
2. Employer agrees to pay all workers employed in the 2010 season at the 2010 AEWR if it applies to this order when it is established.

4. Workers will be paid weekly on **Friday** for work through the **previous Sunday**.

5. Workers will be covered by Workers Compensation: Yes **X** No
Compensation Carrier: PMA Management Policy #: D292W00278
Policy holder/address: Critz Farms
3232 Rippleton Rd.
Cazenovia, New York 13035
Person to notify of injury w/phone no. Matt Critz or supervisor 315-662-3355
Deadline for notification: Immediately, but no later than 30 days from date of injury.

6. Workers (~~will~~)(will not) be covered by disability benefits:

7. Work performed under this order (~~will~~)(will not) be covered by Unemployment Insurance:

8. The employer (~~will~~)(will not) pay overtime

9. - (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 assure workers access to stores where they can purchase groceries and/or other incidentals and/or medical necessities.

**STATE OF NEW YORK**
**DEPARTMENT OF LABOR**

**ATTACHMENT NO. 7**
**ORDER NO. NY**

## REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM

NAME OF EMPLOYER: Critz Farms

LOCATION AND DESCRIPTION OF HOUSING: One wood frame building at 3146 Thompson Rd. in Cazenovia. All housing is barracks style.

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 3/1/10, 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.

Matthew E Critz — 2/4/2010

**EMPLOYER'S SIGNATURE** — **DATE**