

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) Wind Flower Farms LLC 518 692 3188 585 Meeting House Rd Valley Falls, NY 12185		Industry Code / Código de Industria 1112	Job Order # / No. Orden de Empleo NX 0933583
2. Location and Direction to Work Site / Dirección del lugar de trabajo Exit 15, E on 29 then SE on County. Rt. 40 (see attachment / para más detalles vea _____)		Occupational Title and Code / Título Ocupacional y Código Farmworker Laborer, Crop 45-2092	Clearance Order Issue Date / Fecha de Tramite: FEB 25 2010
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Upstairs of a Wood frame structure located on farm.585 Meeting House Rd, Valley Falls Exit 15, E 192 then SE on County. Rt. 40 (see attachment / para más detalles vea _____)		6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 4/25/2010 To/ Hasta 11/15/2010	7. No. of Worker's Requested / No. de Trabajadores Pedidos 2
4. Board Arrangements / Arreglo de Alojamiento Buy and prepare own food (see attachment / para más detalles vea _____)		8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: 40 Sunday / Domingo Wednesday / Miercoles 8 Monday / Lunes 8 Thursday / Jueves 8 Tuesday / Martes 8 Friday / Viernes 8 Saturday / Sabado	
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos Referrals can be made to any New York State DOL local office. (see attachment / para más detalles vea &6)		9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes X No <input type="checkbox"/> Local Office/Oficina Local Yes <input type="checkbox"/> No X	
10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Till soil, plant roots, bulbs, seedlings by hand or riding transplanter. Hoe, weed and thin blocks of plants. Harvest by hand by picking, cutting, pulling. Operate tractor to till, plant, spray and harvest flowers, berries, and vegetables. Must have a minimum of 1 months experience in performing tasks described in this order. (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] Cultivar la tierra; plantar/transplantar raíces, camotes, o plantas recién nacidas- a mano o montado en una maquina de transplantar; azadonear, quitar hierba mala o entresacar plantas extras; cosechar a mano-sea por pisar, cortar, o desenterrar; manejar tractor para cultivar, plantar, rociar, y cosechar flores, bayas, y verduras. Es preciso tener por lo menos un mes de experiencia haciendo las tareas descritas en este pedido. (see attachment / para más detalles vea _____)			
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.)
Vegetable, berries, flower Farmwork	\$ 10.50	\$	Social Deductions / Deducciones
	\$	\$	Federal Tax Impuestos Federales
	\$	\$	State Tax Impuestos Estatales
	\$	\$	Meals (comidas)
	\$	\$	Other (specify)/ 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) 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 (see attachment / para más detalles vea # 5, item 17)			
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 <input type="checkbox"/> 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?			
14. Unemployment Insurance provided / Seguro por Desempleo: Yes <input type="checkbox"/> No X			
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes X No <input type="checkbox"/>			
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 <input type="checkbox"/>			
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) NY Dept. Of Labor, One Stop Office nearest you.		20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono) NY Dept. Of Labor, One Stop Office nearest you.	
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 T. Blongman MANAGING PARTNER			

C-10050-23201

Item #11, (con't)

PESTICIDE TRAINING: 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. _____ (If not applicable, insert N/A)

Dates of Activity for crop activities: (for 2 or more crops)

Crop/Activity\ pumpkins, squash, berries, vegetables, flowers	Dates of Activity	Tasks
Field Preparation	May-June	Till soil, clear fields, pick stones
	"	
Planting	"	Planting roots, bulbs, seeds, transplanting
Harvest	June - July	Pick vegetables berries flowers
Cultivating	"	Hoe, weed, thin plants
	"	
	July - August	pruning, hoe, weed
harvest	"	Pick vegetables berries flowers
Harvest	Sept - Nov	Hand pick veg,
field work	Oct - Nov	hoeing,field clean up,

Employers will furnish to worker, without cost, all tools and equipment required in the performance of the duties assigned.

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 #5 - (a) **Starting Date:** The employer may amend the starting date of need by informing the order holding office no later than 04/10/2010. 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 #11) is offered.

(b) 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 04/11/2010 nor later than 04/18/2010 will disqualify the worker from the above assurance.

(c) **Ending date:** An extension of employment beyond the period of employment in the Job Order shall not relieve the employer from paying wages already earned, transportation/subsistence expenses and bonuses if applicable.

STATE OF NEW YORK
DEPARTMENT OF LABOR

ATTACHMENT NO. 3
ORDER NO. _____

Item #7 - (a) Employer will not accept referrals of crew leaders currently 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 the required \$100 crew leader registration fee in addition to any other fees that may be applicable.

Item #8 - Total number of migrant and seasonal farmworkers needed 2 .

Item #9 - (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 highest, 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 which is lower than the current AEWR at the time of application, this lower AEWR will become the guaranteed minimum (unless there is a prevailing hourly rate which is higher than the AEWR).

(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 AEWR, in which case the worker will be paid the equivalent of an hourly rate of not less than the AEWR, the Federal or State minimum rate, the prevailing hourly rate or the employer's hourly rate, whichever is highest.

(c) The employer will make the following deductions: (1) FICA (as required) (2) Federal/State tax withholdings (as required) (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 Thursday . A written statement showing (1) employer's 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 #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 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 worker's employment hereunder at any time with **notification to the local New York State Department 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, if applicable. (See Attachment 1 Item 11)
- (4) 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 #13 - (a) Employer (**will not**) provide three meals per day and will deduct \$na per day. (Deductions will not depress the minimum wage).

(b) Employer (**will**) furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.

(c) Employer (**will**) provide transportation to 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.

**STATE OF NEW YORK
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 5
ORDER NO. _____**

Item #15 - 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 process referrals.

Item #16 - Collect calls will be accepted only from officials of New York State Department of Labor offices.

Item #17 - (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) 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 USC 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, 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. The employer is required to reimburse workers who are unable to provide receipts for their transportation expenses a minimum of \$10.45.

(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 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.

(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.

SUMMARY OF EMPLOYMENT CONDITIONS

1. Employer: Windflower Farm
2. Referral instructions: call during normal business hours
3. Contact person: Ted Blomgren 518 692 3188

4. Crop/Activity/Wage Information:

Crop/Activity	Piece Rate	Production Unit (1)	Hourly Wage (2)
Tomatos, corn, pumpkins .squash vegetables, berries flowers, etc.			\$10.50
Plant, cultivate, weed, harvest			\$10.50

(1) Minimum Productivity Standards

- (2) Employer agrees to pay all workers employed in the 2010 season at the 2010 prevailing Wage, AEWB when it is established.

4. Workers will be paid weekly on Friday for work through Thursday
5. Workers required to be covered by Workers Compensation.
Compensation Carrier: Zurich Insurance Co. Policy #: 5359367
Policy holder/address: Windflower Farm 585 Meeting House Rd, Valley Falls, NY 12185

Person to be notified of injury w/phone number Ted Blomgeren 518 692 3188
Deadline for notification: **Immediately, but no later than 30 days from date of injury.**

6. Workers (**will not**) be covered by disability benefits.
7. Work performed under this order (**will not**) be covered by Unemployment Insurance:
8. The employer (**will not**) pay overtime.
9. (a) Employer (**will not**) provide three meals per day and will deduct \$ na per day. (Deductions will not depress the Federal minimum wage).
(b) Employer (**will**) furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.
(c) Employer (**will**) provide transportation to assure workers access to stores where they can purchase groceries and/or other incidentals and/or medical necessities.

SUMMARY OF EMPLOYMENT CONDITIONS

10. DEDUCTIONS FROM WAGES:

<u>Type:</u>	<u>Amount:</u>
Social Security	<u>\$ As Required</u>
Federal/State Withholding Tax	<u>\$ As Required</u>
Meals	<u>\$ NA</u>
Other	<u>\$ NA</u>

11. NOTES TO WORKER (See Item #19 of ETA 790)

A copy of the full job order is available for inspection at *N.Y. DoL Website*. The employer has guaranteed your first week wages unless he/she notifies this Department of Labor Office of a later starting date by 04/10/2010.

In order for you to be eligible for this guarantee, you must contact the Department of Labor Office during the period of 04/11/2010 and 04/18/2010, at:

NYS Department of Labor - DoES

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

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

REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM

NAME OF EMPLOYER Windflower Farm

LOCATION AND DESCRIPTION OF HOUSING Apartment 585 Meeting house Rd,
Valley Falls ,NY

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 ~~3/15/09~~^{3/25/2010} 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.

T. Morgan

EMPLOYER'S SIGNATURE

2/15/2010

DATE

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