

Pedido de Empleados para Agricultura y Procesamiento de Alimentos

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)

FAERY'S LANDSCAPE, INC Personnel Mgr.:  
 3170 RIDGE ROAD Anthony Grenzy  
 RAINSONVILLE NY 14131 (716) 791-4880

Industry Code / Código de Industria  
 NAICS-1444

Job Order # / No. Orden de Empleo  
 591730  
 NY 0933695

Occupational Title and Code / Título Ocupacional y Código  
 Greenhouse, Nursery, & Floriculture Production- 45-2092.01  
 Nursery Worker

Clearance Order Issue Date / Fecha de Trámite: MAR 24 2010

2. Location and Direction to Work Site / Dirección del lugar de trabajo  
 Same as Item #1; NYS Route 104; 1/2 mile East of Rte. 429; on South side of road.

Job Order Expiration Date / Fecha de expiración: 5-4-10

6. Anticipated Period of Employment / Periodo Anticipado de Empleo  
 From/ Desde: 04/03/2010 To/ Hasta: 11/30/2010  
 See Attachment #1

3. Location and Description of Housing / Dirección y Descripción de la Vivienda  
 3152 Ridge Road; Town of Cambria; Niagara County, New York; NYS Route 104; 1/2 mile East of Rte. #429, on south side of road. Blue frame building directly in front of business. Site consists of four rooms-barracks style; common kitchen; toilet & shower facilities; municipal water; heat. Capacity-10

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

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

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

9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:  
 Employer / El Empleador: Yes  See Att #2  
 Local Office/Oficina Local: Yes  No

4. Board Arrangements / Arreglo de Alojamiento  
 Workers must buy and prepare own food.  
 (a) Employer will not provide three meals a day and will deduct \$ N/A 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.

(see attachment / para más detalles vea 4)

5. Referral Instructions / Instrucciones para el Referimiento de Candidatos  
 The applicant can contact any NYS DOL Office for disclosure of full contents of this Job Order.

(see attachment / para más detalles vea 1)

10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Worker may perform any combination of duties consistent with the cultivation and installation of nursery products including preparing soil & growth media, cultivating, and otherwise participating in horticultural activities under close supervision on acreage, in nursery, greenhouse, or shed. May haul and spread topsoil, fertilizer, peat moss, and other materials to condition land. May dig, rake, and screen soil; plant, weed, and water plants, shrubs, beds, and trees; irrigation and drainage installation. May sow grass seed; plant plugs of sod; cuts, rolls, and stacks sod. May plant shrubs and plants in containers; dig and root ball shrubs and trees. Requires general horticultural work with hand grading, digging, and heavy lifting. Must be physically able to perform job specifications.

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

10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] Puede que el trabajador desarrolle cualquier combinación de trabajos consistentes con el cultivo o instalación de productos de las viveros incluyendo la preparación de la tierra y el crecimiento de la raíz, cultivo y de otra manera la participando de las actividades hortícolas bajo cerca supervisión en el terreno, en el vivero, invernadero o bodega. Puede acarrear y desparramar tierra buena, fertilizante, musgo de plantano, y otros materiales para acondicionar la tierra. Puede escarbar, rastrear y colar tierra. Planta, arranca hierba y riega las plantas, arbustos, cuadros con plantas y arboles; instalación de irrigación y drenaje. Siembra semilla de pasto, planta tapones de césped, cortar, enrollar y almacenar el césped. Puede plantar arbustos y plantas en maceteros; escarba y anuencia la raíz de los arbustos y arboles. Se requiere trabajo general con trabajo a mano, escarbar y levantar peso pesado. Debe ser físicamente capaz de especificaciones de trabajo de preformas.

(see attachment / para más detalles vea 2)

CASE # C-10049-23190



GENERAL: (a) The terms and conditions of this Job 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 Clearance 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 regulation 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 Job 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.

(e) Workers will be covered by Worker's Compensation. Policy information presented at point of hire.

(f) Workers will be covered by Disability benefits.

(g) Work performed under this Job Order will be covered by Unemployment Insurance.

(h) The employer will pay overtime.

(i) No benefits, social or economic, not specified in this Job Order, are or will be provided by the employer.

(j) The employer shall provide a suitable burial for the worker if he/she dies during the continuance of their employment hereunder or in lieu thereof at the request of the next-of-kin pay the cost involved in the preparation and transportation of the deceased worker to the place of origin.

ITEM #4: Housing, beds, bedding and mattresses will be furnished at no cost to the workers. Employer assures that the housing will be clean and in compliance with all applicable standards during occupancy. Workers will be responsible for maintaining housing and surrounding area in a neat and clean manner.

ITEM #5: Due to the size of agricultural operations, the employer is not always near a phone. Therefore, this employer is generally available for telephone calls and applicant reporting between the hours of **10:00a.m.** and **12:00noon**, Monday, Wednesday, and Thursday during the growing season. Contact at other times is subject to employer availability. The employer suggests that, whenever possible, Employment Service staff and/or applicant call in advance to arrange specific time of contact. **ANTHONY GRENZY, Personnel Manager - (716) 791-4680** The applicant can contact any **NYSDOL Local Office for disclosure of full contents of this Job Order.**

ITEM #6: (a) Starting Date: The employer may amend the starting date of need by informing the Order Holding Office no later than **03/22/2010**. 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 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 #10), is provided. Max: \$349.60 Gross (2010 AEW)

(a)(i) Failure of workers referred against this order to notify the Order Holding Local Office of their continued interest and/or verify the date of need no sooner than **03/23/2010** nor later than **03/30/2010** will disqualify the worker from the above assurance.

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

ITEM #8: Workers are expected to work at least the number of days and hours specified on the Job Order, (ITEM #8). However, depending on weather, or other conditions, workers may be requested, but not required, to work up to 10 hours per day and/or on their Sabbath.

STATE OF NEW YORK  
DEPARTMENT OF LABOR

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

ITEM #9: Collect calls will be accepted only from officials of Employment Service Offices and must be made "person to person" to ANTHONY GRENZY, Personnel Manager - (716) 791-4680.

ITEM #11: IN THE EVENT THE 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.

- (a) An hourly rate of not less than the Federal or State Minimum Wage, the current AEW, or the employer's hourly rate, whichever is highest, is guaranteed to the worker for the period of employment.
- (b) The employer will maintain adequate and accurate payroll records and will furnish to the worker on or before each pay day, a written statement showing the hours actually worked and total earnings for the pay period. Workers will be paid weekly on THURSDAY for work through preceding SATURDAY. The following deductions will be made: FICA, Federal/State Income Taxes and garnishments as required by law, cash advances, commissary meals, if provided, and, to the extent permissible under Federal and State net wage requirements, voluntary assignments evidenced by written authorization signed by the worker.
- (c) The employer guarantees to offer employment for a minimum of three-fourths (3/4) of the workdays of the total specified period during which the work contract, and all extensions thereof, are in effect. Guarantee begins on the first workday after the worker's arrival at the place of employment and ends on the date specified in the contract or extensions thereof. Workers will not be required to work more than 8 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.
- (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 work incentive payments or other expenses to which they would have been entitled had they stayed the entire contract period.
- (e) The employer may terminate workers' employment hereunder at any time with notification to the local office for:
- (i) Refusing, without just cause, to perform the duties for which the worker was recruited and hired; or
  - (ii) Committing a serious act of misconduct or breach of discipline; or
  - (iii) Job abandonment - being absent for more than one (1) work day, as shown in Item #10, without prior notification to the employer.

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

ITEM #12: (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 place of recruitment to the job site after the worker has completed 15 consecutive calendar days of employment or 50% of the period of employment, whichever ever is shorter, from initial date of need or from the day after actual date of arrival of worker if later than the stated date to report.

(b) The employer assures that the employer bears and pays transportation related expenses, either directly to the provider of travel or indirectly to reimburse the worker so that the employee's weekly pay is not diminished below the applicable Federal minimum wage required by Section 6 of the Fair Labor Standards Act, 29 UCS 208.

(c) Employer will provide or pay the cost of return transportation and subsistence to each worker who completes employment period or who is terminated for medical reasons or as a 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 has subsequent employment with an employer who will bear transportation expenses, and is not returning to his place of recruitment.

STATE OF NEW YORK  
DEPARTMENT OF LABOR

ATTACHMENT NO. 3  
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 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 applicable regulations of the ICC or the Department of Labor.  
Minimum: \$9.90 per day without receipts. Maximum: \$39.00 per day.

(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) At the request of the worker, the employer will assist in making travel arrangements for the worker.

ITEM #13: (a) Employer will not hire a crew leader currently acting in violation of the Migrant and Seasonal Agricultural Worker Protection Act (MSPA). All referrals interested in this position will be given an interview.

(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 Department of Labor and pay a \$100.00 crew leader registration fee in addition to any other fees that may be applicable.

ITEM #16 Employer will furnish to workers, without cost, all tools, supplies or equipment required in the performance of the duties assigned.

Workers should report for work with their own suitable work clothing including a warm jacket and waterproof work boots. Field temperatures may range from 30 degrees to 85 degrees with possible wet morning ground conditions.

STATE OF NEW YORK  
DEPARTMENT OF LABOR

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

**REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM**

*og 2/23/10*  
Name of Employer: FAERY'S-GOLF & LANDSCAPE, INC.

Location and description of housing: 3152 Ridge Road; Town of Cambria; Niagara County; New York;

1/2 miles east of Route #429, on south side of road, Blue frame building directly in front of business. Site consists of four rooms-barracks style; common kitchen; toilet & shower facilities; municipal water, heat.

For the recruitment of agricultural workers, 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.

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 03/04/2010 which is 30 days prior to occupancy.

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

  
\_\_\_\_\_  
Employer's Signature

02-17-10  
\_\_\_\_\_  
Date

The above request is: \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED

\_\_\_\_\_  
Regional Administrator, ETA Date

STATE OF NEW YORK  
DEPARTMENT OF LABOR

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

**SUMMARY OF EMPLOYMENT CONDITIONS**

1. Employer: **FAERY'S LANDSCAPING, Inc., 3170 Ridge Road., Ransomville, NY 14131**
2. Contact Person: **Anthony Grenzy, Personnel Mgr., (716) 791-4680.**
3. Crop/Activity/Wage Information:

CROP	WORK TO BE DONE	WAGE RATE /UNIT
General Nursery Work	See Item #10	AEWR \$8.74 per hour

4. Workers hired under this Job Order will be required to show evidence of right to work in the United States.
5. Workers will be paid weekly on **THURSDAY** for work through the preceding **SATURDAY**.
6. Workers will be covered by Workers' Compensation, as required by law.
7. Workers will be covered by disability benefits.
8. Workers will be covered by Unemployment Insurance.
9. Workers will be paid overtime.
10. (a) Employer will not provide three meals per day and will deduct \$0.00 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 incidentals.
11. The following deductions will be made: FICA, Federal/State Income Taxes and garnishments as required by law, cash advances, commissary meals, if provided, and, to the extent permissible under Federal and State net wage requirements, voluntary assignments evidenced by written authorization signed by the worker.
12. **Notes to Worker:** Period of employment is from ~~04/03/2010~~ <sup>03/23/2010</sup> to ~~01/30/2010~~ <sup>03/30/2010</sup>. A copy of the full Job Order is available for your inspection in this office. The employer has guaranteed your first week wages unless he/she notifies this Department of Labor Office of a later starting date by 03/22/2010. In order for you to be eligible for this guarantee, you must contact the Order Holding Office of the Department of Labor between 03/23/2010 and 03/30/2010 at:

New York State Department of Labor-CSC  
81 Walnut Street, Lockport, NY 14094  
Telephone: (716) 433-6766

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