

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



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) ----- <b>SWICK LANDSCAPING &amp; LAWCARE, INC. Personnel Mgr.:</b> <b>3400 BEEBE ROAD Keeley Swick</b> <b>NEWFANE, NEW YORK 14108 (716) 751-3866</b>	Industry Code / Código de Industria	Job Order # / No. Orden de Empleo <b>IX.0933707</b>																
	Occupational Title and Code / Título Ocupacional y Código --LANDSCAPING SERVICES 45-2092.01																	
	Clearance Order Issue Date / Fecha de Tramite: <b>MAR 09 2010</b>																	
2. Location and Direction to Work Site / Dirección del lugar de trabajo Same as Item #1; North of Chestnut Road on west side of Beebe Road.  (see attachment / para más detalles vea <u>N/A</u> )	Job Order Expiration Date / Fecha de expiración: <b>5/06/10</b>																	
	6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: <u>04/06/ 2010</u> To / Hasta <u>11/30/2010</u> <b>See Attachment #1</b>																	
	7. No. of Worker's Requested / No. de Trabajadores Pedidos <b>3</b>																	
3. Location and Description of Housing / Dirección y Descripción de la Vivienda 5533 Ridge Road, Lockport, NY 14094, Niagara County, New York State, at intersection of Route 104 & Coomer Road, North East corner. Campsite consists of a wood-frame building; common kitchen; toilet & shower facilities; municipal water; heat, and electric.  (see attachment / para más detalles vea <u>4</u> )	8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: <u>40</u>																	
	<table border="0"> <tr> <td>Sunday / Domingo</td> <td><u>0</u></td> <td>Wednesday / Miércoles</td> <td><u>8</u></td> </tr> <tr> <td>Monday / Lunes</td> <td><u>8</u></td> <td>Thursday / Jueves</td> <td><u>8</u></td> </tr> <tr> <td>Tuesday / Martes</td> <td><u>8</u></td> <td>Friday / Viernes</td> <td><u>8</u></td> </tr> <tr> <td colspan="2"><b>See Attachment #1</b></td> <td>Saturday / Sabado</td> <td><u>0</u></td> </tr> </table>		Sunday / Domingo	<u>0</u>	Wednesday / Miércoles	<u>8</u>	Monday / Lunes	<u>8</u>	Thursday / Jueves	<u>8</u>	Tuesday / Martes	<u>8</u>	Friday / Viernes	<u>8</u>	<b>See Attachment #1</b>		Saturday / Sabado	<u>0</u>
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9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes <u>X</u> <b>See Att #2</b> Local Office/Oficina Local Yes <u>    </u> No <u>X</u>																		
4. Board Arrangements / Arreglo de Alojamiento Workers must buy and prepare own food. (a) Employer <b>will not</b> provide three meals a day and will deduct \$ <u>11/A</u> per day. (Deductions will not depress the minimum wage.) (b) Employer <b>will</b> furnish free dishes, cooking utensils and convenient kitchen and cooking facilities. (c) Employer <b>will</b> provide transportation to assure workers access to stores where they can purchase groceries and/or other incidentals.  (see attachment / para más detalles vea <u>1</u> )																		
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos The applicant can contact any NYSDOL Local Office for disclosure of full contents of this Job Order  (see attachment / para más detalles vea <u>1 &amp; 5</u> )																		
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 installment 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 <u>2</u> )																		
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 e instalacion de productos de los viveros incluyendo la preparacion de la tierra y el crecimiento de la raiz, cultivo y de otra manera la participando de las actividades horticulturales bajo cerca supervision en el terreno, en el vivero, invernadero o bodega. Puede acarrear y desparramar tierra buena, fertilizador, musgo de plantano, y otros materiales para acondicionar la tierra. Puede escarbar, rastillar y colar tierra. Planta, arranca hierba y riega las plantas, arbustos, cuadros con plantas y arboles; instalacion de irrigacion y drenaje. Siembra semilla de pasto, planta tapones de cesped, cortar, enrollar y almacenar el cesped. Puede plantar arbustos y plantas en maceteros; escarba y envuelve la raiz de los arbustos y arboles. Se requiere trabajo general con trabajo a mano, escarbar y levantar peso pesado. Debe ser fisicamente capaz de especificacions de trabajo de preformas.  (see attachment / para más detalles vea <u>2</u> )																		

C-10050-23233

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 SI	NO	Pay Period Periodo de Pago
General Nursery Work	\$8.74	\$ N/A	N/A	NONE	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 No

More Details About the Pay/Más Detalles Sobre el Pago—SEE ATTACHMENT #2  
 (see attachment / para más detalles vea #2)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)—SEE ATTACHMENT #3

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 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? See Attachment #3

14. Unemployment Insurance provided / Seguro por Desempleo Yes  No  Att #1  
 15. Workers' compensation insurance provided / Indemnización por accidente de trabajo Yes  No  Att #1  
 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  Att #3

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)  
 The application is posted on the NYS DOL website or apply at any One Stop Office.

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

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  
 Signature: Keeley Swaid Title: Owner and Personnel Manager

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).

**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 small 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.

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. KEELEY SWICK, Personnel Manager -(716) 751-3866. 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 03/23/2010. 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 (2010 AEWR)

(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 03/24/2010 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.

ITEM #9: Collect calls will be accepted only from officials of Employment Service Offices and must be made "person to person" to KEELEY SWICK, Personnel Manager -(716) 751-3866

**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 AEWR, 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 MONDAY 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, which 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 206.

(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.

(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.  
Min: \$9.90 per day without receipts. Max: \$39.00 per day with receipts.

(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.



**SUMMARY OF EMPLOYMENT CONDITIONS**

1. Employer: **SWICK LANDSCAPING & LAWCARE, INC., 3400 Beebe Road, Newfane, NY 14108**  
2. Referral Instructions: **Applicant Holding Office to call ( \_\_\_\_\_ ) \_\_\_\_\_ referral with the employer.**

Contact Person: **Keelev Swick, Personnel Mgr., (716) 751-3866.**

3. Crop/Activity/Wage Information:

CROP	WORK TO BE DONE	WAGE RATE /UNIT
General Horticultural 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 **Monday** 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, as allowed by law.  
8. Workers **will** be covered by Unemployment Insurance, as allowed by law.  
9. Workers **will** be paid overtime.  
10. (a) Employer **will not** provide three meals per day and will deduct **\$0.00** per day.  
(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 **04/06/2010 to-11/30/2010**. A copy of the full Job Order is available for your inspection *on website*. The employer has guaranteed your first week wages unless he/she notifies Department of Labor Office of a later starting date by **03/23/2010**. In order for you to be eligible for this guarantee, you must contact the Order Holding Office of the Department of Labor between **03/24/2010** and **03/30/2010** at:

New York State Department of Labor-CSC

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