

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")

New York State Department of Labor One Stop Office nearest to you	New York State Department of Labor One Stop Office nearest to you
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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
Scott James Bonura *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-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.
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 1
ORDERNO. _____**

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.

(e) Workers will be covered by Workers' Compensation. (See attachment # 5 - Item #(h)

(f) Workers (will) (**will not**) be covered by Disability Benefits.

(g) Work performed under this order (**will**) (will not) be covered by Unemployment Insurance.

(h) The employer (will) (**will not**) pay overtime.

(i) No benefits, social or economic, not specified in this 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 # 5- (a) Starting Date: The employer may amend the starting date of need by informing the order holding office no later than 4/11/10. 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 #11) 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 4/12/10 nor later than 4/19/10 will disqualify the worker from the above assurance.

(4/98)(DC)

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**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 accept referrals of 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 14.

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 **Friday** for work through previous **Friday through Thursday**. 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.

(d) The employer shall provide, sufficient work to enable the worker, being willing and able to work, to earn a sum not less than the sum of \$318.36 in respect to the first payroll period or prorated if the first pay period is a partial week at the rate of \$53.06 per work day.

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**ATTACHMENT NO. 3
ORDER NO. _____**

(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.

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**ATTACHMENT NO. 4
ORDER NO. _____**

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

07/20/10 to 9/20/10	Weeding and Hand harvesting of Cucumbers.
07/20/10 to 9/20/10	Weeding and Hand harvesting of Squash.
07/20/10 to 9/20/10	Weeding and Hand harvesting of Peppers
07/20/10 to 9/20/10	Weeding and Hand harvesting of Eggplant
07/20/10 to 9/20/10	Weeding and Hand harvesting of Tomatoes
07/20/10 to 9/20/10	Weeding and Hand harvesting of Cabbage

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 to each worker (\$9.90 per day without receipts, max. of \$39.00 per day with receipts), 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.

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

(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.

(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 - 708 820 - 6**

Name of Compensation Carrier: NYS Insurance Fund

Name and Address of Policyholder(s) James J Piedimonte & Sons

Person(s) and Phone Nos. to be notified of injury: Tony Piedimonte or Scott Bennett at (585) 638-6364

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

REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM

NAME OF EMPLOYER: James J Piedimonte & Sons

LOCATION AND DESCRIPTION OF HOUSING: 5390 Rt. 31 2 mileas East of Albion, New York. Two story -wood framed house, 7 bedrooms, two full baths with 5 showers. 16662 Telegraph Road, Holley. 3 brdrooms, Kitchen and 2 bathrooms and three bedroom mobile home, and 9 Wright St., Holley, 5 bedroom, two story house.

I hearby 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 03/22/10 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.

Scott James Bonnett
EMPLOYER'S SIGNATURE

3/3/10
DATE

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THE ABOVE REQUEST IS : APPROVED DISAPPROVED

REGIONAL ADMINISTRATOR, ETA

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

1. NAME OF EMPLOYER: James J Piedimonte & Sons
2. LOCATION OF EMPLOYER AND DIRECTIONS: 88 Cadbury Way, Off Rt. 31 West in the village of Holley.
3. CONTACT PERSON: Tony Piedimonte or Scott Bennett
4. PERIOD OF EMPLOYMENT: From: 04/26/10 To: 12/03/10
5. WORK SCHEDULE: Hours per day: 7 Days per week: 6
6. CROP- ACTIVITY- WAGE

crop/activity	hourly wage	piece rate *	production unit	hourly rate
Cucumbers	\$7.58	n/a		\$7.58
Squash	\$7.58	n/a		\$7.58
Peppers	\$7.58	n/a		\$7.58
Cabbage	\$7.58	n/a		\$7.58
Eggplant	\$7.58	n/a		\$7.58
Tomatoes	\$7.58	n/a		\$7.58

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

7. WORK TASKS TO BE PERFORMED: Regular: Weed & Hand Harvesting Storage Cabbage and Squash.

Alternate work during first week in case of crop delay: Hoe & weed cabbage

8. TRANSPORTATION(As per Item # 17) : Yes: X No: _____
9. HOUSING: Housing can accommodate 14 people. Individual: 14 Families: 0
10. MEALS: Provided - Yes: ___ No: X If Yes cost per day: \$ N/A
Workers must do their own cooking: Yes: X No: _____

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**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 *at NYSOL Website* The employer has guaranteed your first week wages unless he notifies this Department of Labor Office of a later starting date by 4/11/10.

In order for you to be eligible for this guarantee, you must contact the Dept. of Labor Office during the period of 4/12/10 and 4/19/10, at:

NYS Dept. of Labor-CSC

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