

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) Orchard Dale Fruit Company 14264 Roosevelt Hwy. Waterport, New York 14571 ERIC BROWN 585-682-5569	Industry Code / Código de Industria 111331	Job Order # / No. Orden de Empleo N40935598																				
2. Location and Direction to Work Site / Dirección del lugar de trabajo Rt. 90 North, Left on RT 16, 1/2 mile. 1287 Oak Orchard River Road 3/17/10 (see attachment / para más detalles vea)	Occupational Title and Code / Título Ocupacional y Código Farmworkers and Laborers Crop 45-2092	Clearance Order Issue Date / Fecha de Tramite: <b>MAR 24 2010</b> Job Order Expiration Date / Fecha de expiración: 7/01/2009 6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/Desde: 5/15/2010 To/Hasta 11/20/2010																				
3. Location and Description of Housing / Dirección y Descripción de la Vivienda 1293 Oak Orchard Rd., Single story-Wood frame construction with individual cooking facilities on each unit with common rest rooms and showers. (see attachment / para más detalles vea)	7. No. of Worker's Requested / No. de Trabajadores Pedidos 45 8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena <table border="1"> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miercoles</td> <td>7</td> </tr> <tr> <td>Monday / Lunes</td> <td>7</td> <td>Thursday / Jueves</td> <td>7</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Friday / Viernes</td> <td>7</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sabado</td> <td>5</td> </tr> <tr> <td colspan="2">Total:</td> <td colspan="2">40</td> </tr> </table>		Sunday / Domingo	0	Wednesday / Miercoles	7	Monday / Lunes	7	Thursday / Jueves	7	Tuesday / Martes	7	Friday / Viernes	7			Saturday / Sabado	5	Total:		40	
Sunday / Domingo	0	Wednesday / Miercoles	7																			
Monday / Lunes	7	Thursday / Jueves	7																			
Tuesday / Martes	7	Friday / Viernes	7																			
		Saturday / Sabado	5																			
Total:		40																				
4. Board Arrangements / Arreglo de Alojamiento Workers buy and prepare their own meals. (see attachment / para más detalles vea)	9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																					
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos All applicants may apply at any New York State D.O.L. office, OneStop or applicant smay call employer, Orchard Dale Fruit Farm, for appointment @ (585) 682-5569. (see attachment / para más detalles vea)																						
10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Under direction of supervisor, workers will perform any combination of tasks involving the operation of various types of machinery along with all physical labor required on a fruit farm during the summer season. The tasks and crops include but are not limited to thinning, pruning, growing, irrigating, harvesting, sorting, transporting of apple, strawberry, raspberry, blueberry, blackberry, quince, peach, and cherry on the farm. Individuals will be responsible for the safe and efficient operation of all equipment each worker has been cleared to operate as well as any manual labor needed to complete a task. Equipment operation may include but not limited to bin trailers, tractors, and forklifts outdoors as well as inside 33 degree refrigerated storage. Hand harvest apple for fresh and/or processing market. Other fruit harvesting is shown as Attachment #1 & 6. Productivity must be at least 3 bins per day of fresh market and 4 bins per day of processing market apples. Workers must be physically able to hand harvest tree fruit, most of which is done from ladders, with lower branches being picked from the ground. Picked fruit is placed in a padded metal framed bucket with canvas straps that slip over the head and rest on the shoulders. Filled bucket, weighing up to 40lbs., is emptied into bulk bins with a capacity equal to 20 1 1/8 bushel boxes. Workers are required to handle ladders up to 24' long and weighing about 2lbs. per foot. Workers referred as a result of this order must have a minimum of <del>three</del> <sup>one</sup> month verifiable experience in performing the 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] Bajo la dirección del supervisor, los trabajadores desarrollarán cualquier combinación de tareas laborales envueltas en la operación de varios tipos de maquinaria junto con todos los requisitos de salud que se requieren para la tarea laboral en la finca de fruta durante el verano. Las tareas laborales y cosechas incluyen pero no están limitadas a; descuetar, podar, crecer, irrigar, cosechar, transportar la manzana, fresa, 2 tipos de frambuesa, zarzamora, membrillo, durazno y cerezas de la finca. Todos los trabajadores serán responsables de operar con seguridad y eficiencia todo el equipo. Se le ha dado permiso a cada trabajador para la operación de la maquinaria también como el trabajo manual que necesite para realizar su tarca de trabajo. La operación del equipo puede que incluya pero no está limitado a; trailers recolectores, tractores y montacargas afuera también como en la bodega con refrigeración de 33 grados F. (aprox. 0 grados centígrados). Cosecha de manzana fresca a mano para el mercado o para su proceso. Otra cosecha de fruta se encuentra en el adjunto #1 & 6. La productividad debe ser al menos 3 cajas al día de fruta fresca para el mercado y 4 cajas por día para el proceso de la misma. Los trabajadores deben de estar físicamente hábiles para cosechar a mano fruta del árbol, lo cual se hace casi siempre usando escaleras y las ramas bajas se cosechan estando parado en el terreno. La fruta cosechada se coloca en un cesto acojinado con marco de metal con tirantes de lona que se deslizan sobre la cabeza y reposan sobre los hombros. El cesto una vez ya lleno pesa hasta 40 lbs (aprox. 20 kgs), y se vacía en cajas recolectoras con una capacidad igual a 20 cestos de medida de 1 y 1/8. Se requiere que los trabajadores manejen escaleras con medida de hasta 24 pies de largo (aprox. 5.5 mts.) y pesa como 2 libras por pie (aprox. 1 kg. por 30 cm). Los trabajadores que sean referidos a esta orden de trabajo deberán de tener un mínimo de <del>tres</del> <sup>1</sup> meses verificables de experiencia en el desarrollo de las tareas laborales descritas en esta orden de trabajo. (see attachment / para más detalles vea)																						

CORRECTION APPROVED BY NATIONAL PROCESSING CENTER ON 5/20/10 DATE

CORRECTION APPROVED BY NATIONAL PROCESSING CENTER ON 5/20/10

C-10069-23723

11. Wage Rates, Special Pay Information and Deductions / Tasa 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.)	Deductions / Deducciones	YES	NO	Pay Period Periodo de Pago	
			Pagos Especiales (Bono, ect.)		SI	NO		
Fresh-Standard	\$ 8.96	\$ 0.75 / Bu.		Social Security	X		Weekly / Semanal	
Fresh-Dwarf	\$ 8.96	\$ 0.75 / Bu.		Federal Tax	X			X
Processing	\$ 8.96	\$ 0.575 / Bu.	\$.0025 / bu.	Impuestos Federales	X		Bi-weekly / cada 2 sem.	n/a
Juice	\$ 8.96	\$ 0.50 / Bu.		State Tax Impuestos Estatales				
Other Fruit	\$ 8.96	\$		Meals (comidas)		X		
More Details About the Pay/Más Detalles Sobre el Pago				Other (specify) Otro		X	Other / Otro	n/a
STRAWBERRY 8.96/hr. 0.425 / BT. Raspberries 8.96/hr. 0.65 / pint BLUEBERRY 8.96/hr. 0.30 / qt. Cherry 8.96/hr. 0.30 / lb.				(see attachment / para más detalles vea)				
12. Transportation Arrangements / Arreglos de Transportación (Please explain)								
Inbound and outbound travel arrangements are made by East Coast travel. All local transportation will be arranged by employer.								
(see attachment / para más detalles vea)								
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, o pagarte a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> No <input type="checkbox"/>								
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> 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 Radica la Oferta (incluya número de teléfono) NYS Dept. of Labor Orleans Center for Workforce Development 458 West Ave. Suite 3 Albion, New York 14411 Tel: (585) 589-5335				20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono) William Shumaker (585) 589-5335 Ext. 125 William.shumaker@labor.state.ny.us				
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 <i>William Shumaker</i> Member								
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 trabajadoras 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 Empleo 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 NO. 1  
ORDER NO. \_\_\_\_\_**

**Item #11, (con't)** Worker places ladder firmly against or within tree in a secure position so as not to break limbs or knock off fruit and to prevent slipping or falling. All fruit to be handled with care to avoid causing bruising. Fruit injured by bruising during picking shall not exceed 5%\* as defined in the U.S.D.A. Extra Fancy standards. Fruit injured by bruising during picking for processing shall not exceed 10% \*\* as defined in the U.S. standard for grades. Each worker's picked fruit will be inspected according to instructions given each day by the orchard foreman. Workers will be directed to strip all fruit from tree at one picking or to spot pick (selective picking) according to size and color depending on crop conditions and state of maturity. Fruit picked as drops is never mixed with tree fruit.

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 30 degrees to 85 degrees with possible wet morning conditions.

**TRAINING:** Three days training will be provided for inexperienced or new workers to familiarize them with the employer's harvest and orchard practices. This "hands-on-training" will consist of demonstrations and verbal instruction given by the employer or his trainer and workers will practice what they learned under the observation of the trainer. Training will cover safety practices in handling and climbing ladders, climbing trees, recognizing varieties of fruit, estimating percent of color in fruit, assessment of size and maturity of fruit and proper techniques for picking and handling fruit to minimize bruising. Workers will be encouraged to ask questions and will be questioned by the trainer to ensure that the training is fully understood. Following completion of the three days of training, the worker will have one trial day to demonstrate their ability to harvest fruit. Workers unable to meet employer's production standards after completion of the trial date may be terminated. \_\_\_\_\_ (If not applicable, insert N/A)

**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)

During temporary periods of time when work specified in the order is not available, the worker may be assigned any combination of the following related tasks: (Specify tasks) Dates of Activity for crop activities: (for 2 or more crops)

Crop/Activity	Dates of Activity	Tasks

Western is 5%\* and 10%\*\*  
Eastern is 4%\* and N/A\*\*  
FFII

**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 04/30/10. 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 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 05/01/10 nor later than 05/08/10 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 \$200 crew leader registration fee in addition to any other fees that may be applicable.

**Item #8** - Total number of migrant and seasonal farm workers needed 45.

**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).

(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 PRECEDING TUESDAY. 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) or (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.

**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.

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 and must be person to person to Eric Brown.

**Item #17** - (a) Employer agrees to reimburse inbound transportation and subsistence expenses (\$9.90 per day without receipts, max. of \$39.00 per day 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 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.

(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.

STATE OF NEW YORK  
DEPARTMENT OF LABOR

ATTACHMENT NO. 6  
ORDER NO. \_\_\_\_\_

SUMMARY OF EMPLOYMENT CONDITIONS

- 1. Employer: ORCHARD DALE FRUIT FARMS
- 2. Referral instructions: Applicants may apply at any State Workforce Agency, OneStop, or directly with Employer at (585) 682-5569.

Contact person: ERIC BROWN

*Deficiency Attachment*  
*(EOP)*

*3/17/10*

3. Crop/Activity/Wage Information:

Crop/Activity	Piece Rate	Production Unit (1)	Hourly Wage (2)
(STANDARD) Apples	\$ .75	bu.	\$8.96
(DWARF) Apples	\$ .75	bu.	\$8.96
PROCESSING Apples	\$ .575 + \$0.025	bu.	\$8.96
JUICE Apples	\$ .50	bu.	\$8.96
<i>STRAW BERRY</i>	<i>0.425</i>	<i>qt.</i>	<i>8.96</i>
<i>Raspberry</i>	<i>0.65</i>	<i>pt.</i>	<i>8.96</i>
<i>Blueberry</i>	<i>0.40</i>	<i>pt.</i>	<i>8.96</i>
<i>Cherry</i>	<i>0.30</i>	<i>lbs.</i>	<i>8.96</i>

DIRECTOR APPROVED BY  
NATIONAL PROCESSING CENTER  
ON *3/17/10* DATE

NY 145/1

Person to be notified of injury w/phone number Eric Brown (585) 682-5569  
Deadline for notification: **Immediately, but no later than 24 Hours** from time 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 Federal 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.

SUMMARY OF EMPLOYMENT CONDITIONS

1. Employer: ORCHARD DALE FRUIT FARMS
2. Referral instructions: Applicants may apply at any State Workforce Agency, OneStop, or directly with Employer at (585) 682-5569.

Contact person: ERIC BROWN

3. Crop/Activity/Wage Information:

Crop/Activity	Piece Rate	Production Unit (1)	Hourly Wage (2)
(STANDARD) Apples	\$.75	bu.	\$8.96
(DWARF) Apples	\$.75	bu.	\$8.96
PROCESSING Apples	\$.575 + \$0.025	bu.	\$8.96
JUICE Apples	\$.50	bu.	\$8.96

- (1) Minimum Productivity Standards
  - (2) Employer agrees to pay all workers employed in the 2010 season at the 2010 AEWL when it is established.
4. Workers will be paid weekly on Friday for work through PRECEDING TUESDAY
  5. Workers required to be covered by Workers Compensation.  
Compensation Carrier: NYS INSURANCE FUND Continental Policy #: Z1343634-0  
Policy holder/address: Orchard Dale Fruit Farms, 14264 Roosevelt Hwy., Waterport, NY 14571  
Person to be notified of injury w/phone number Eric Brown (585) 682-5569  
Deadline for notification: **Immediately, but no later than 24 Hours from time 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 Federal 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. 6 (cont.)  
ORDER NO. \_\_\_\_\_

SUMMARY OF EMPLOYMENT CONDITIONS

10. DEDUCTIONS FROM WAGES:

- Type:
- Social Security
- Federal/State Withholding Tax
- Meals
- Other

DIRECTION APPROVED BY  
NATIONAL PROCESSING CENTER  
ON 3/22/10  
DATE

- Amount:
- \$ As Required
- \$ As Required
- \$ N/A
- ~~\$ As requested/agreed~~ N/A

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

A copy of the full job order is available for inspection at the order holding office. The employer has guaranteed your first week wages unless he/she notifies this Department of Labor Office of a later starting date by 04/30/10.

(EOL) 3/17/10

In order for you to be eligible for this guarantee, you must contact the Department of Labor Office during the period of 05/01/10 and 05/08/10, at:

NYS Department of Labor

if

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:

**REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM**

NAME OF EMPLOYER ORCHARD DALE FRUIT COMPANY

**LOCATION AND DESCRIPTION OF HOUSING** 1293 Oak Orchard Rd., Two Buildings; (1) Single story-Wood frame construction with individual cooking facilities in each unit with common rest rooms and showers, (2) Single story-Wood frame construction with 2 kitchens, 2 bathrooms and 6 bedrooms.

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 04 / 25 / 10 which is 35 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.

  
\_\_\_\_\_  
EMPLOYER'S SIGNATURE

3-9-10  
\_\_\_\_\_  
DATE

.....