

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

JUN 25 2010

U.S. Department of Labor
 Employment and Training Administration
 OMB. Approval No. 1205-0134, Expires 11/30/2012

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)/ Nombre y Dirección del Empleador (Numero, calle, ciudad, código postal y teléfono) Putnam Management Properties, LLC 17771 St. Route 22, Putnam Station, NY 12861	Numbers 4, 5, 6, 7 and 8 for State use only.	
	4. Industry Code/Código de Industria 111331	5. Job Order #/No. Orden de Empleo NY 0947044
2. Location and Direction to Work Site/Dirección del lugar de trabajo From the South: Take Route 22 North into Putnam. After approx. 2 miles, you will notice the Putnam Ball Field on the right. Go past the ball field, across from the Putnam Post Office, and take a right onto County Route 2. Follow the road until you come to Billy Bob's Orchard at 720 County Road, Putnam Station, NY 12861, it will be on your right. (If additional space is needed, use separate sheet of paper)	6. Occupational Title and Code /Título Ocupacional y Código Farmworker Laborers 45-209202	
	7. Clearance Order Issue Date / Fecha de Tramite JUL 01 2010	8. Job Order Expiration Date / Fecha de vencimiento 10/08/2010
3. Location and Description of Housing / Dirección y Descripción de la Vivienda From the South: Take Route 22 North into Putnam. After approximately 2 miles, you will notice the Putnam Ball Field on the right. Go past the ball field, across from the Putnam Post Office, and take a right onto County Route 2. Follow the road until you come to Billy Bob's Orchard. It will be on your right. Location address is 720 County Road, Putnam Station, New York 12861. The Barracks are located in the Orchard at this location. <i>Capacity 14</i>	9. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 8/25/2010 To/Hasta: 11/20/2010	
	10. No. of Worker's Requested / No. de Trabajadores Pedidos 12	
	11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40 Sunday / Domingo 0 Monday / Lunes 7 Tuesday / Martes 7 Wednesday / Miércoles 7 Thursday / Jueves 7 Friday / Viernes 7 Saturday / Sábado 5	
	12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar de: Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office / La Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

13. Board Arrangements / Arreglo de Alojamiento Employer will not provide meals. Workers will purchase and prepare food in the employer's provided and fully equipped kitchen.

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos
 Applicant *can apply at any N.Y.S One-Stop Office*. Employer will accept applications at the farm: See Item Number 1.

15. Job Specifications / Descripción del Trabajo
 Workers will perform a combination of (See Attachment A for complete description and details)
 (If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES / SI	NO	Pay Period
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			Periodo de Pago
Orchard Labor	\$ 10.16	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal <input checked="" type="checkbox"/>
Apple Harvest	\$ 10.16	\$		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	\$	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / cada 2 semanas <input type="checkbox"/>
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	\$	\$		Other (specify)/ Otro	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

17. Transportation Arrangements / Arreglos de Transportación

After 15 days or after 50% of the work contract period, whichever comes first, the employer shall reimburse the workers for cost of transportation and subsistence from place of recruitment to place of work. Except that any worker protected pursuant to the fair Labor Standards Act will be paid in compliance with the FLSA beginning in the first work week. Upon completion of the work contract, the employer will pay reasonable costs of return transportation and subsistence to the place of recruitment, except when the workers will not be returning to the place of recruitment, due to subsequent employment with another employer who agrees to pay such cost, in which case the employer only pays for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier. Transportation charges for the distances involved. The amount of the daily subsistence must be no less than \$10.64 per day without receipts and up to \$46.00 per day with receipts as the amount to be reimbursed.

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

18. 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 área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(s)? Yes / Si No

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 por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes No

20. Workers' compensation insurance provided? Indemnización por accidente de trabajo: Yes No

21. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes No

22. 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

23. 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 toda huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")

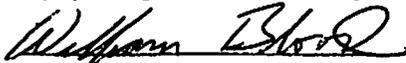
NONE

24. Address of Order-Holding Office (include Telephone number)/Dirección de la Oficina donde se Radica la Oferta (incluya número de teléfono)
New York State Department of Labor
ONE STOP
Location Nearest You

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono) New York State Department of Labor
ONE STOP
Location Nearest You

26. 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, términos, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Título del Empleador

 William Blood, Partner

Date 6/23/10

READ CAREFULLY, In view of the statutory 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 truthfulness 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.

Public Burden Statement

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 is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this collection is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

Attachment A to ETA-790 Job Specifications

Workers will perform a combination of task involved in the planting, cultivating and harvesting of apples according to the instructions of the supervisor. May need to operate farm machinery and work in a storage building. Will perform orchard work and other duties related to the planting, maintaining and harvesting of the crop. May load and unload trucks. Other duties related to the planting, maintaining and harvesting of the crops. Required to stand, bend, kneel and climb ladders for long periods of time. A great deal of heavy lifting. Will harvest the crops according to the quality and method of the employer. Will work in varied weather conditions. Workers will be given a 1/2 hour for lunch and a 15 minute break in the morning and a 15 minute break in the afternoon.

1 month experience required.

Beginning and ending times each day, as well as, the number of hours per day will vary depending on the weather and the condition of the crops.

Los trabajadores realizarán una combinación de tarea implicada en el establecimiento, la cultivación y la cosecha de manzanas según las instrucciones del supervisor. Necesidad de mayo de funcionar la maquinaria de granja y de trabajar en un edificio de almacenaje. Realizará el trabajo de la huerta y otros deberes relacionados con el establecimiento, mantener y la cosecha de la cosecha. La carga de mayo y descarga los carros. Otros deberes se relacionaron con el establecimiento, mantener y la cosecha de las cosechas. Requerido para colocarse, para doblar, para arrodillarse y para subir las escalas por largos periodos del tiempo. Mucha de elevación pesada. Cosechará las cosechas según la calidad y el método del patrón. Trabajará en condiciones atmosféricas variadas. Darán los trabajadores una media hora para el almuerzo y una rotura de 15 minutos por la mañana y una rotura de 15 minutos por la tarde. la experiencia de 1 mes requirió. Los tiempos del principio y de la conclusión cada día, tan bien como, el número de horas por día variará dependiendo del tiempo y de la condición de las cosechas.

Attachment I

Job Order No NY 0947044

The employer assures that the working conditions comply with the applicable Federal and State minimum wage, child labor, farm labor contractor registration and other employment-related laws.

A. CLARIFICATIONS OF ITEMS ON FORM ETA 790

Item 16 Wage Rates, Special Pay Information and Deductions:

a. Workers will be paid on an hourly basis for all hours worked at the Wage Rate in effect at time of certification, required at 20 CFR 655.107(a).

The rate is based on: AEWR Prevailing Wage Employer's Offer

Employer assures that if a change in either the AEWR or prevailing hourly wage rate requires an increase in the guaranteed minimum; such increase will be paid for all work done on and after the effective date of such increase.

b. If piece-rate earnings for total hours of work at a piece-rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to the guaranteed minimum rate.

c. Employer will make the following deductions:

FICA Federal Withholding Tax State Income Tax Meals

Other (Specify) _____

To the extent permitted under Federal and State net wage requirements, if so requested by the worker, the employer transfer certain amounts of worker's earnings in a manner consistent with the worker's instructions.

d. The employer will will not pay the worker a bonus of \$ N/A, based on

Quality Picking End of Season Other . Anticipated date by which payments will be made: N/A

e. The employer guarantees to offer employment for a minimum of 3/4 of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the 3/4 guarantee period ends on the date of termination. Worker is not required to work more than the 8 hours per day except when otherwise stated in the job order or on the worker's Sabbath or Federal holidays to meet the guarantee period.

f. Payroll periods will be: Weekly Twice Monthly

g. The employer will provide workers referred through the interstate clearance system 40 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$ 406.40 for the first week starting with the originally anticipated date of need.

Item 11 – Anticipated Hours of Work:

7 hours per day is normal. The worker may be requested but not required to work 12 hours per day and/or the Sabbath depending upon the conditions at the work site, weather, and maturity of the crop.

Item 12 - Housing:

a. Housing will be clean and meet the applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. ~~Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to have been responsible for damage to housing or furnishings.~~ Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. *Man Rowe*

b. I request that my order be granted conditional entry into the Interstate and Intrastate Clearance System. I assure that the worker housing will meet the applicable Federal Standards not later than July 25, 2010 which is 30 days in advance of my date of need reflected in the attached ETA 790.

Item 17 - Transportation:

After 15 days or after 50% of the work contract period, whichever comes first, the employer shall reimburse the workers for cost of transportation and subsistence from place of recruitment to place of work. Except that any worker protected pursuant to the fair Labor Standards Act will be paid in compliance with the FLSA beginning in the first work week. Upon completion of the work contract, the employer will pay reasonable costs of return transportation and subsistence to the place of recruitment, except when the workers will not be returning to the place of recruitment, due to subsequent employment with another employer who agrees to pay such cost, in which case the employer only pays for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier. Transportation charges for the distances involved. The amount of the daily subsistence must be no less than \$10.64 per day without receipts and up to \$46.00 per day with receipts as the amount to be reimbursed.

B. OTHER CLARIFICATIONS AND ASSURANCES

1. Other: The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 566.103 and 20 CFR 654.403, 655.105(e)(2).
2. Employer Obligation if Employment Extended: NO extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.
3. Employer Notification of Changes in Employment Terms and Conditions: The employer will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed in terms and conditions of employment.
4. Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.
5. Workers' Compensation: The employer assures that Policy # 3158W6085 issued by Farm Family Casualty Insurance Company provides the required insurance for injuries arising out of and in the course of employment.
6. Wage Statements: The employer will furnish each worker on or before each pay day written statements which provide the following information:
 - a. The worker's total earnings for the pay period.
 - b. The worker's hourly rate and/or piece-rate of pay.
 - c. The hours of employment which have been offered to the worker.
 - d. The hours actually worked by the worker.
 - e. An itemization of all deductions made from the worker's wages.
 - f. If piece-rates are used, the units produced daily

7. **Training:** The employer will provide 1 days of training and/or allow 2 days of work for worker to reach production standards if applicable.
8. **Production Standards:** After completion of training or break-in period, employer will expect worker to:
For work which does not have an established minimum productivity amount, and which is
Measurable, the level of production shall not be less than 75% of the average output of the
Experienced workers.
9. **Termination:** Employer may terminate the worker with notification to the Employment Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach production standards when applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.
10. **Worker Agreement:** A copy of the contract or this Job Clearance Order will be provided to the worker by the employer no later than on the day the work commences.
11. **Farm Labor Contractor:** The employer assures that if acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on the order, he has a valid FLC certificate or FLCE identification card.
12. **Non-Monetary Benefits:** Non-monetary benefits provided by the employer are.
For workers who are provided housing,, transportation will be provided to and from shopping and
Other appointments.
13. **Proof of Citizenship:** All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.
14. **Tools and Equipment:** The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.
15. **Transportation to Work:** For workers who are provided housing, transportation at no cost to the worker will be provided between the housing and the work-site. The transportation provided will be in accordance with applicable laws and regulations.