U.S. Department Labor
Employment and Training Administration

DEC 01 2010

OMB Control No. 1205-0134
Expiration Date: November 30, 2012

Agricultural and Food Processing Clearance Order ETA Form 790
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/ Nombre y Dirección del Empleador (Numero, Calle, Ciudad, Estado y Código Postal)

Hermann J. Wiemer Vineyard
3962 Route 14
Dundee, NY 14837

Telephone number/Teléfono: (607) 243-7971 Fax: (607) 348-1498

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo

3962 Route 14, Dundee, NY 14837

Take Route 31 East to Route 14 South through Geneva and Dresden. Farm is in Dundee on West side of Route 14, approximately 37 miles total.

(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

1 Wood frame house at 119 W. South St., Montour Falls, NY.

Capacity 4

(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)

Nos. 4 - 8 for STATE USE ONLY
Números 4 a 8 para USO ESTATAL

4. Industry Code/Código Industrial: 111332

5. Job Order No. /Num. de Orden de Empleo: N.Y. 0763363

6. Occupational Title and Code /Titulo Ocupacional y Código: Farmworkers & Laborers 45209200

7. Clearance Order Issue Date / Fecha de Tramite: DEC 01 2010

8. Job Order Expiration Date / Fecha de Expiración: 7/17/2011

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: Feb 15, 2011 To/Hasta: Dec 15, 2011

10. No. of Workers Requested / Num. de Trabajadores Solicitados: 2

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/ Aceptan Llamadas por Cobrar de:

Employer / Empleador Yes/Si ☒ No ☐
Local Office / Oficina Local Yes/Si ☐ No ☒

13. Board Arrangements / Arreglo de Alojamiento

Workers must buy and prepare own meals. / Los trabajadores compraran y prepararan sus propios alimientos.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Andrea Long 607-243-7971
Contact Employer Directly During Normal Business Hours or Nearest One Stop Office.
Contactar el Negocio Directamente Durante las Horas Normales de Negocio o la Oficina "One Stop" lo Mas Cerca.

15. Job Specifications / Especificaciones del Trabajo

Manually plant, cultivate, and harvest grapes. Use hand tools, such as shovels, trowels, hoes, tampers, pruning hooks, shears, and knives. Duties may include tilling soil and applying fertilizers; transplanting, weeding, thinning, or pruning crops; applying pesticides; cleaning, packing, and loading harvested products. May construct trellises, repair fences and farm buildings, or participate in irrigation activities. Set up and operate irrigation equipment. Operate tractors, tractor-drawn machinery, and self-propelled machinery to plow, harrow and fertilize soil, or to plant, cultivate, spray and harvest crops. Repair and maintain farm vehicles, implements, and mechanical equipment. Harvest grapes by hand. Apply pesticides, herbicides or fertilizers to crops. Inform farmers or farm managers of crop progress. Identify plants, pests, and weeds to determine the selection and application of pesticides and fertilizers. Clear and maintain irrigation ditches. Record information about crops, such as pesticide use, yields, or costs. Workers are expected to work at least the number of days and hours specified. Depending on weather, crop or other conditions, workers may be requested, but not required, to work up to seven days per week and/or on the Sabbath and up to 12 hours per day. 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 below 0 to 90+ degrees (F) with possible wet morning conditions.
*Workers referred against this order must have a minimum of ~~6~~ one month: experience in performing tasks described in this order.

(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 / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions / Deducciones	Yes/Si	No	Pay Period / Periodo de Pago
Vineyard Work	$ 10.16	$		Social Security / Seguro Social	■	☐	Weekly / Semanal
Trabajo de Vinedo	$ 10.16	$		Federal Tax Impuestos Federales	■	☐	☒
	$	$		State Tax Impuestos Estatales	■	☐	Bi-weekly / Quincenal
	$	$		Meals / Comidas	☐	■	☐
	$	$		Other (specify)/ Otro (especifica)	☐	■	Other / Otro ☐

More Details About the Pay / Mas Detalles Sobre el Pago

(See Attachment/Vea Anexo Pg 1 & 2)

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación

(See Attachment/Vea Anexo Pg 2)

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilices otra hoja de papel)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? ¿ Es la práctica habitual de usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) 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 pagas al Contratista de Trabajo Agrícola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes/Si ■ No ☐

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ■ No ☐

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores? Yes/Si ■ 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") / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")

None/Ninguno

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 operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidents de este tipo, indique "Ninguno")

None/Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono)	25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su linea directa)
New York State Department of Labor One Stop Office Nearest You	New York State Department of Labor One Stop Office 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 del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

John T. Shutt Owner / Manager 11/29/10

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

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 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.
LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractuales a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes.

Public Burden Statement
The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. 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 to ETA 790

Item #1: Employer Email: wines@wiemer.com Employer FAX: (607) 348-1498

Item #3:

a) Housing and utilities are provided at no cost to workers unable to return to their place of residence in the same day.
b) Beds, bedding and mattresses will be furnished at no cost to the workers.
c) Employer assures that housing will be clean and in compliance with all applicable Federal and State standards during occupancy.
d) Workers will be responsible for maintaining housing and surrounding areas in a neat, clean manner.

Item #13:

a) Employer **will not** provide three meals per day and will deduct $ **N/A** per day.
b) Employer **will** furnish free dishes, cooking utensils and convenient kitchen/cooking facilities.
c) Employer **will** provide transportation to assure workers access to stores where they can purchase groceries, other incidentals and/or medical necessities.

Item #15:

a) Workers must be able to demonstrate that they are physically able to perform the work specified in this Job Order.
b) The employer may terminate workers' employment at any time with notification to the New York State Department of Labor (NYS DOL) 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) Job Abandonment - Absent more than 5 consecutive work days without prior notification;
   (4) Failure to reach productivity standards, if applicable. (See Below)
c) The employer will provide N/A days of training and allow N/A days of work for workers to reach production standards.
d) Production Standards: N/A

Item #16:

a) 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 minimum hourly rate, the worker will receive make up pay to the guaranteed minimum wage rate.
b) In New York State, the only deductions that can be taken from worker pay are:
   (1) Those required by law such as Social Security, income taxes and wage garnishments;
   (2) Those benefitting workers and authorized in writing such as insurance or savings plans.
   Any other deduction is illegal, including deductions (or deposits) for, but not limited to:
   - Tools, boots, raincoats or uniforms required for the job;
   - Cash shortages;
   - Spoilage or breakage;
   - Damages or losses of any kind.
c) The employer guarantees to offer employment for a minimum of 3/4 of the hours in the workdays during the contract period, and all extensions thereof. 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. In Act of God terminations, the ¾ guarantee period ends on the date of termination. Workers will not be required to work more than the number of hours specified in the job order for a workday nor 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. Workers terminated for cause or who voluntarily abandon the job are not entitled to the 3/4 guarantee.

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 incentive payments or other expenses to which they would be entitled had they stayed the entire job order period.

e) 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 NYS DOL no later than 10 business days before the start date. If the employer fails to notify the NYS DOL, the employer shall pay eligible workers referred through the interstate clearance system a minimum of $406.40 for the first week starting with the originally anticipated date of need. Failure of workers referred against this order to notify the NYS DOL of their continued interest in the job at least five days prior to the date of need will disqualify the workers from the above assurance. The employer will not require workers to perform alternative work if the guarantee cited in this section is invoked.

f) Employer will maintain adequate payroll records. Workers will be paid weekly on Thursday for work through Sunday. A written statement showing (1) employers 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 to the workers each pay day.

Item #17:

a) Employer agrees to reimburse inbound transportation and subsistence expenses ($10.64/day without receipts or up to $46.00/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) 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, in route 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.

c) Employer will not be responsible for providing return cost of transportation and subsistence from place of employment to place of recruitment if the worker voluntarily abandons the job or is terminated for cause. Employer will also timely notify the United States Department of Labor and Department of Homeland Security of such abandonment or termination.

d) 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.

e) 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.

Item #20:

Employer assures that policy #WC8312598 issued by Peerless Insurance provides the required Workers Compensation insurance for injuries arising out of and in the course of employment. Proof of coverage will be provided by the employer to the Chicago National Processing Center prior to the granting of certification.

Item #21:

Employer will furnish all tools, supplies and/or equipment required in the performance of work at no cost.

Assurances & Requirements

a) The employer assures 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 and 20 CFR 653.501.
b) The employer shall notify the NYS DOL if there arise any changes to the terms and conditions of employment due to crop maturity, weather conditions, over-recruitment or other factors.
c) Duly authorized State and Federal representatives (including outreach workers) will be allowed reasonable access to the workers as per 20 CFR 653.501 (xvi).
d) 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.
e) A copy of the Job Order will be provided to the workers no later than the day on which the workers begin employment.
f) If acting as a Farm Labor Contractor or Farm Labor Contractor Employee, the employer assures that s/he has a valid Federal license.
g) The employer (if required) assures that s/he complies with New York State Department of Labor Grower Registration requirements. Growers or Processors who are responsible for bringing five or more migrant workers (including H2A workers) into New York State must register with the New York State Department of Labor and pay a registration fee in addition to any other fees that may apply.
h) Farm Labor Contractors anticipating employment in New York State will be required to register with the New York State Department of Labor and pay a crew leader registration fee in addition to any other fees that may be applicable.
i) All workers hired under this order will be required to show evidence of right to work in the United States.