



U.S. Department Labor  
Employment and Training Administration

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**

<p>1. Employer's Name and Address (Number, Street, City, State, and Zip Code) / Nombre y Dirección del Empleador (Número, calle, ciudad, y cal)</p> <p>Craig Yunker-CY Farms 6465 Transit Rd, Elba, New York 14058</p> <p>Telephone number/teléfono: Tel. 585-548-2552 Fax:</p>		<p>Numbers 4, 5, 6, 7 and 8 for State use only.</p> <p>4. Industry Code/Código de Industria <u>111219</u></p> <p>5. Job Order #/No. Orden de Empleo <u>NY 0965033</u></p>																																																									
<p>2. Location and Direction to Work Site/Dirección del lugar de trabajo (if additional space is needed, use separate sheet of paper)</p> <p>6465 Transit Rd, Elba, New York 14058 I-90 Exit 48, Turn on 98 North, 5 miles to 262 E., 4 mi. left on Transit Rd., 2 miles to corner of Transit and North Byron Rd., N.E. side of Road.</p> <p>(if additional space is needed, use separate sheet of paper)</p>		<p>6. Occupational Title and Code/Título Ocupacional y Código <u>Farmhands Lab 4520920</u></p> <p>7. Clearance Order Issue Date / Fecha de T <u>DEC 22 2010</u></p> <p>8. Job Order Expiration Date / Fecha de vencimiento <u>7/13/2011</u></p>																																																									
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p style="text-align: center;"><u>Two Locations</u></p> <p>Location: Housing is located at 1<sup>st</sup> location - 13 Chapel St., Elba, N.Y.</p> <p>2<sup>nd</sup> location 8113 Lewiston Td. Batavia, N.Y. 14020</p> <p>Description of housing: 1<sup>st</sup> location - 1 bedroom home with kitchen &amp; cooking facilities (sleeps 2)</p> <p>2<sup>nd</sup> location, 2 story wood framed 6 bedroom, 4 baths with kitchen &amp; cooking facilities (sleeps 4)</p>		<p>9. Anticipated Period of Employment / Periodo Anticipado de Empleo</p> <p>From/ Desde: <u>03/15/2011</u> To/Hasta: <u>12/01/2011</u></p> <p>10. No. of Worker's Requested / No. de Trabajadores Pedidos <u>4</u></p> <p>11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: <u>48</u></p> <p>Sunday / Domingo _____ Monday / Lunes <u>8</u></p> <p>Tuesday / Martes <u>8</u> Wednesday / Miércoles <u>8</u></p> <p>Thursday / Jueves <u>8</u> Friday / Viernes <u>8</u></p> <p>Saturday / Sábado <u>8</u></p> <p>12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar do:</p> <p>Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Local Office / La Oficina Local Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>																																																									
<p>13. Board Arrangements / Arreglo de Alojamiento</p> <p>Employer provides kitchen &amp; cooking facilities &amp; voluntary transportation to assure workers access to stores where they can purchase groceries</p>																																																											
<p>14. Referral Instructions / Instrucciones para el Referimiento de Candidatos</p> <p>Mike Riner Tel. 585-548-2552</p>																																																											
<p>15. Job Specifications / Descripción del Trabajo</p> <p>Plant, fertilize, maintain and harvest vegetable food crops - See attachment</p> <p>(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)</p>																																																											
<p>16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">Crop Activities / Cultivos</th> <th style="width:15%;">Hourly Wage</th> <th style="width:15%;">Piece Rate / Unit(s)</th> <th style="width:15%;">Special Pay (bonus, etc.)</th> <th style="width:15%;">Deductions /</th> <th style="width:10%;">YES / SI</th> <th style="width:10%;">NO</th> <th style="width:10%;">Pay Period</th> </tr> <tr> <td></td> <td>Salario por Hora</td> <td>Pago por Pieza / Unidad(es)</td> <td>Pagos Especiales (Bono, etc.)</td> <td>Deducciones</td> <td></td> <td></td> <td>Periodo de Pago</td> </tr> </thead> <tbody> <tr> <td>Vegetables Small grain</td> <td>\$10.16</td> <td>\$</td> <td></td> <td>Social Security/ Seguro Social</td> <td>X</td> <td></td> <td>Weekly / Semanal X</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Federal Tax Impuestos Federales</td> <td>X</td> <td></td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>State Tax Impuestos Estados</td> <td>X</td> <td></td> <td>Bi-weekly/ Cada 2 semanas</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Meats/Carndas</td> <td></td> <td>X</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Other (specify)/ Otro</td> <td></td> <td>X</td> <td>Other/Otro</td> </tr> </tbody> </table>				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	Vegetables Small grain	\$10.16	\$		Social Security/ Seguro Social	X		Weekly / Semanal X		\$	\$		Federal Tax Impuestos Federales	X				\$	\$		State Tax Impuestos Estados	X		Bi-weekly/ Cada 2 semanas		\$	\$		Meats/Carndas		X			\$	\$		Other (specify)/ Otro		X	Other/Otro
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<p>More Details About the Pay / Mas Detalles Sobre el Pago</p> <p>(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)</p>																																																											

17. Transportation Arrangements / Arreglos de Transportación (if additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

Employer Provides Per H2A Requirements

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 Dept. of Labor Bldg. 12, Room 266B State Office Campus Albany, NY.  
12240 Tel. 518-457-7001

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya número de teléfono)  
María Rabizo Tel. 518-457-0237

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

Date:

  
FARM MANAGER

12/07/2010

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 OneStop Career Center constitute a contractual job offer to which the OneStop Career Center, ETA or a State agency is in any way a party.

**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 here is not 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.

## CY Farms Job Specifications

Drive tractors and operate farm equipment to till soil, to plant, cultivate & harvest vegetables. Apply fertilizer to crops, maintain farm buildings and fences. Drive & operate farm vehicles for farm use and on public roads. 1 mo. experience required must have or be able to obtain drivers license within 30 days after hire

### Spanish Translation

Maneje tractores y opere equipo de granja a la tierra de la caja, para plantar, cultiva & abono de verduras. aplica do cosecha a cosechas, mantlene edificios de granja y vallas. Maneje & opera vehiculos de granja para el uso de granja y en caminos públicos. 1 mo. experiencia necesaria debe tener o debe poder obtener conductores licencian dentro de 30 días después de que empleen

**ETA Form 790**

Job Order Number: NY 0965033

**ITEM 2 - LOCATION AND DIRECTION TO WORK SITE:**

The work site is located at 6465 Transit Rd. Elba, N.Y. 14058 in the following county/counties: Genesee. The directions to the work site are: I-90 Exit 48 Turn right on 98 North, 5 mi. to 262 E., 4 mi. left on Transit Rd., 2 mi. to corner of Transit and North Byron Rd., N.E. side of Road

**ITEM 3 - LOCATION AND DESCRIPTION OF HOUSING: Two Locations**

Location: Housing is located at 1<sup>st</sup> location - 13 Chapel St. Elba, N.Y. 14058  
2<sup>nd</sup> location 8113 Lewiston Td. Batavia, N.Y. 14020

Directions to housing are 1<sup>st</sup> location- Take Rt 98 North from I-90 5 mi., East side of road in village of Elba, N.Y. (third house on left side) 2<sup>nd</sup> location- I-90 exit 48, straight thru exit to route 63 west, (right turn) 1 mile on 63- house is on right

Description of housing: 1<sup>st</sup> location -2 bedroom home with kitchen & cooking facilities  
2<sup>nd</sup> location, 2 story wood framed 6 bedroom, 4 baths with kitchen & cooking facilities

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer.

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.

  
Signature

12/07/2010  
Date

**ITEM 11 - ANTICIPATED HOURS OF WORK:**

8 hours per day is normal. The worker may be requested but not required to work 8 hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields or orchards, weather and maturity of the crop.

. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 48

Sunday / Domingo \_\_\_\_\_ Monday / Lunes 8 Tuesday / Martes 8  
Wednesday / Miércoles 8 Thursday / Jueves 8 Friday / Viernes 8  
Saturday / Sábado 8

Workers may be reached at the following address and phone number:

ADDRESS: 6454 Transit Rd. PHONE NUMBER: 585-548-2552  
Elba, N.Y. 14058

**ITEM 13- BOARD ARRANGEMENTS: (Check Appropriate Item(s))**

       Employer will provide 3 meals per day and will deduct \$        per day.

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries.

**ITEM 14 - REFERRAL INSTRUCTIONS: (Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)**

       Mike Riner- 585-548-2552 Farm manager \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may:

Call for an interview during normal business hours at the number listed on the ETA 790.  
       Report to the farm office or worksite listed on the ETA 790.  
       Other (describe) \_\_\_\_\_  
\_\_\_\_\_

**ITEM 16 - WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:**

(a) To comply with its obligation under Sec. 655.122, an employer must offer, advertise in its recruitment, and pay a wage that is the highest of the AEWR, \$ 10.16 the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment.

If the prevailing hourly wage rate or piece rate is adjusted during a work contract, and is higher than the highest of the AEWR, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed, the employer must pay that higher prevailing wage or piece rate, upon notice to the employer by the Department.

This job offer includes the following crop activities and rates of pay per unit: (Include all crops and activities not listed on ETA 790, Item 9)

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(b) The following deductions will be made:

Taxes, if applicable under Federal, State, and local law from U.S. Workers;  
 FICA Taxes  FUTA Taxes  Federal Income Tax Withholding  
 Advances;  
 Meals;  
 Willful destruction of property;  
 Other (Specify) Will request reimbursement for willful destruction of property.

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.

(c) The employer will \_\_\_\_\_, will not  pay the worker a bonus of \$ \_\_\_\_\_, based on Quality Picking \_\_\_\_\_ End of Season \_\_\_\_\_ Other \_\_\_\_\_. Anticipated date by which payments will be made: \_\_\_\_\_.

(d) 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 day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the 3/4 guarantee period ends on the date of termination.

(e) Payroll Periods will be  Weekly: \_\_\_\_\_ Twice Monthly. Workers will be paid on Friday (day of the week) each payroll period and will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, piece rates/ number of units (if piece rates are used), and all deductions. The statements will comply with 20CFR 655.122 (j) through(m).

(f) Employer will provide a worker referred through the interstate clearance system 48 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$ 487.68, for the first week starting with the originally anticipated date of need. Employer will        will not X require worker to perform alternative work if the guarantee cited in this section is invoked. Alternate work may be provided if the guarantee cited in this section is invoked. The alternate work and pay will be:

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If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above-mentioned assurance.

#### **ITEM 17 - TRANSPORTATION ARRANGEMENTS:**

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation (if it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period.

The employer will also provide advance subsistence at a minimum amount of \$ N/A per 24-hour period of travel from place of recruitment to the place of employment (if it is the prevailing practice).

Workers who provide receipts for meals and non-alcoholic beverages in excess of \$ N/A will be reimbursed during the first pay period, up to the maximum amount of \$ N/A per 24-hour period of travel from place of recruitment to the place of employment (if it is the prevailing practice).

Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were advanced and/or reimbursed to the worker.

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment to the place of employment. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (travel reimbursement subsistence will be the minimum amount of \$ 10.64 per 24-hour period of travel and the maximum amount will be \$ 46.00 per day) from the place of employment to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, in which case the employer will only pay for the

**TERMS AND CONDITION CHANGES:** The employer will expeditiously notify the order-holding 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 the terms and conditions of employment.

**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.

**CONTRACT IMPOSSIBILITY:** The employer will terminate the work contract of any worker whose services are no longer required for reasons beyond the control of the employer or an act of God. In the event of such termination, the employer will be bound by the three-fourths guarantee from the first workday after arrival to the date of termination.

**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.

**AGRICULTURAL WORK AGREEMENT:** A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences.

**NUMBER OF WORKERS:** The employer expects the total number of workers to be used in this occupation to be 47, of which 4 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

**OTHER:** The employer agrees to abide by the regulations at 20 CFR 655.<sup>135</sup>~~403~~, Assurances, and 20 CFR 653.501. The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U. S workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant workers.

transportation and subsistence 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 distance involved. Free transportation will be provided from the housing location to the work site and return each day.

#### **OTHER CLARIFICATIONS AND ASSURANCES:**

**TERMINATIONS:** The employer may terminate the worker with notification to the Employment Service 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 productions standards when production standards are 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 pay or provide reasonable costs of return transportation and subsistence to the place of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

**EMPLOYER FURNISHED TOOLS AND EQUIPMENT:** The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

**TRAINING:** Training will be provided for \_\_\_\_ days and workers will be allowed \_\_\_\_ days to reach the production standards of the activity.

**PRODUCTION STANDARDS:** Worker will be expected to meet the following production standards after completion of training or break-in period, if applicable: *(List the production standards for each activity if production standards are applicable):*

**X** Employer will renew and keep in force workmans comp. coverage in the event the coverage date expires before the contract period ends. Coverage will be in place for the duration of the employees contract period.

**INJURIES:** The employer will provide Workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.

**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.