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

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)

Gro-Moore Farms Inc.
700 Rush Scottsville Rd
Rush, NY. 14543-9779

George Moore Jr.
(585) 533-1578

Telephone number/Teléfono: Fax:

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

736 Rush Scottsville Rd, Rush, NY.
1.5 miles West of I-390, North side of Rd.

(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

797 Rush Scottsville Rd., Rush, NY.
Housing consists of one wood Framed house with 2 bedrooms, Kitchen, dining area, living room and bathroom. Natural gas heat and municipal water.
Capacity 2

(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: 111421

5. Job Order No. /Num. de Orden de Empleo: NY0967025

6. Occupational Title and Code /Título Ocupacional y Código: Nursery Workers 45-2092.01

7. Clearance Order Issue Date / Fecha de Tramite: JAN 11 2011

8. Job Order Expiration Date / Fecha de Expiración: 7-18-11

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 3/21/11 To/Hasta: 11/13/11

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 ☒

RECEIVED
JAN 11 - 11
EDSU

13. Board Arrangements / Arreglo de Alojamiento

Workers buy and prepare own food.

(see attachments/par más detalles)

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Applicant may apply directly with the employer or through local One Stop.

~~(see attachments/par más detalles)~~

GEM Jr. 1/27/2011

15. Job Specifications / Especificaciones del Trabajo

During the anticipated period of employment, Performs any combination of following duties concerned with preparing soil and growth media, cultivating, and otherwise participating in horticultural activities under close supervision on acreage, or in nursery. Greenhouse work will consist promarily of transplanting plugs into finishing flats, and related tasks such as wetting soil and maintaining the transplanting area as well as loading finished product onto transport racks. Outdoor tasks will be involved in the production of Strawberries, pumpkins, and vegetables. Tasks shall incl but not be limited to, laying irrigation pipe, picking stones, setting plants, hoeing, and harvesting. Mending boxes, removing plastic mulch and irrig tubes. May be instructed to selectively pick mature fruit according to size, color, and quality standards. Transplanting will also be subject to quality output standards. Any tools shall be supplied by the employer at no cost to the workers. Workers should report to work with their own suitable wor clothing. Field temperatures may range from 30 to 90 degrees F. Other job duties, if required, are shown on attachments ~~#1 & 6~~. Workers may be instructed to selectively pick mature crops according to size, color, and grade standards factors.

(see attachment / para más detalles vea

Durante el anticipado periodo de empleo, Desarrollará cualquier combinación de las siguientes tareas consistentes con la perparación de la tierra y crecimiento de la raíz, cultivar y participar en otras actividades horiculturales bajo supervision estricta en el campo y en el invernadero. El trabajo d vivero consistirá principalmente en transplantar botones a las bandejas de acabado, y otras tareas relacionado con ello, tales como, regar la tierra y manteniendo el area de transplante y también cargar el producto terminado en las carretillas de transporte. Las tareas de afuera estarán envueltas en producción de fresas, calabazas, y legumbres. En las tareas sera incluido pero no está limitado a; colocar tubos de irrigación, levantar piedras, planta azadonear y cosechar. Reparar cajas, remover el plástico y los tubos de irrigación. Puede que se le pida que coseche seleccionando fruta madura de acuerdo a su tamaño, color y normas de calidad. También el transplante estará sujeto a normas de calidad y normas de producción. Se le proveerá al trabajador cualquier herrmamienta que necesite para desarrollar su trabajo a ningún costo al trabajador. Los trabajadores deberán de reportarse al tr con la ropa adecuada para el trabajo. Las temperaturas en el campo varían de 30 a 90 grados F. Otras tareas de trabajo si es que se requieren se pued encontrar en los adjuntos # 1 y 6. Puede que se les iinstruya a los trabajadores que cosechen seleccionando cosechas maduras de acuerdo a su tamañ color y normas de selección.

(see attachment / para más detalles vea

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
strawberries	$ 10.16	$		Social Security / Seguro Social	☒	☐	Weekly / Semanal
Squash, Tomatoes etc	$ 10.16	$		Federal Tax / Impuestos Federales	☒	☐	☒
Nursery, Green House	$ 10.16	$		State Tax / Impuestos Estatales	☒	☐	Bi-weekly / Quincenal
Pumpkins	$ 10.16	$		Meals / Comidas	☐	☒	☐
General Farm labor	$ 10.16	$		Other (specify)/ Otro (especifica)	☐	☒	Other / Otro ☐

More Details About the Pay / Mas Detalles Sobre el Pago

(see attachment/para más detalles vea 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

Travel arrangements by Forida East Coast Travel for arrival and departure. Local transportation provided by employer.

(see attachment/para más detalles vea II)

(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 Agricola 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 Agricola por cada actividad?

N/A

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

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

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radicó 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 (incluye el número de teléfono de su línea directa)
Your nearest State DOL office, One-Stop, or online	Your nearest DOL office, One-Stop, or online

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.

Owner - Gro-Moore Farms

Employer's Signature & Title/ Firma y Título del Empleador: George E. Moore Date: 1/06/11 George E. Moore 1/13/1

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 aceptada o contratada 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.

ETA Form 790 (Revised Oct, 2010)
Previous versions not usable

Amendment to item 16 of ETA 790 Attachment #1

E. Employer will offer the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Fereral or State minimum wage.

GEMJr. 1/27/2011

George E. Moore Jr.

New York State Department of Labor
FORM ETA 790 Attachment #1
Terms and Conditions/Clarifications and Assurances

Job Order Number: NY.0967025

A: CLARIFICATION OF ITEMS ON FORM ETA 790

Item 3: Housing

a. Housing and utilities are provided at no cost to H-2A workers and those workers in corresponding employment who are unable to return to their place of residence the same day.
b. Housing beds, bedding and mattresses will be furnished at no cost to the workers.
c. Housing will be clean and meet the applicable federal and State housing standards.
d. Workers will be responsible for maintaining housing and surrounding areas in a neat, clean manner.

Item 15: Job Specifications

a. Workers must be able to demonstrate that they are physically able to perform the work as described.
b. Employer may terminate worker with notification to the New York State Department of Labor, if the worker:
    1) Refuses, without cause, to perform work for which the worker was recruited and hired;
    2) Commits serious acts of misconduct; or
    3) Fails, after completing any training or break-in period, to reach production standards
    4) Abandons Job ("Job Abandonment") – is absent for five consecutive previously scheduled days without prior notification to employer.

Item 16: Wage Rates, Special Pay Information and Deductions

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 guaranteed 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 tax, and garnishment of wages;
    2. those that benefit workers and are authorized in writing by the worker, such as life insurance, or a savings account.

    Any other deductions are illegal. This includes deductions:
    - (or deposits) for tools, boots, raincoats, or uniforms necessary for the job;
    - As fines or penalties for being late, misconduct or quitting without giving notice;
    - For cash shortages;
    - For spoilage or breakage; or
    - For damages or losses of any kind.
c. The employer guarantees to offer employment for a minimum of ¾ ("three fourths guarantee") of the hours in the workdays during the period of the contract, 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 or 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 who are terminated for cause or who voluntarily abandon their job are not entitled to this guarantee if employer provides timely notification to the Chicago National Processing Center (CNPC) and Department of Homeland Security (DHS).

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. See amendment to item 16 of ETA 790 Attachment #1 on separate page RSEMJr. 1/27/2011

Item 17: Transportation

a. Employer agrees to reimburse inbound transportation and subsistence expenses ($10.64 per day minimum) 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, from place of employment to place of recruitment, except if the worker is not returning to his place of recruitment and had subsequent employment with an employer who will bear transportation expenses, in which case this employer only pays for the transportation to the next job.

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 and employer provides timely notification to the NPC and DHS.

d. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation 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. The amount of daily subsistence will be in accordance with current rates published in the *Federal Register* (for workers with and without receipts).

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 21: Tools and Equipment

The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.

B: OTHER CLARIFICATIONS AND ASSURANCES

1. The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.135.
2. The employer will expeditiously notify the 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.

3. Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.501(xvi).
4. Where appropriate, 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.
5. 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.
6. 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 federal FLC certificate or FLCE identification card.
7. The applicant assures that he/she complies with NYS registration requirements. Farm labor contractors anticipating employment contracting with growers or processors in New York State, growers or processors in New York State who use the services of a farm labor contractor, and growers or processors in New York State who, without using the services of a farm labor contractor, are responsible for bringing into the state five or more out-of-state migrant farm or food processing workers, including H-2A workers, are required to register with the New York State Department of Labor and pay a registration fee in addition to any other fees that may be applicable.

Employer Signature George E. Moore Jr. 1/6/11

George E. Moore Jr. 1/13/11

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New York State Department of Labor

Form ETA 790 Attachment #2 – Additional Information

Item 1:

Employer Email:

Employer Fax:

Item 13: Board Arrangements

Employer will ☐ will not ☒ provide three meals per day and will deduct $ per day. Employer will ☒ will not ☐ furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.

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

Item 15: Job Specifications

The employer will provide 5 days of training and/or allow 5 days of work for worker to reach production standards if applicable.

Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to: Meet minimal production standards

Item 16: Wage Rates, Special Pay Information and Deductions

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 State agency no later than 10 business days before the date of need. If the employer fails to notify NYS Department of Labor 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. If worker referred fails to notify the NYS Department of Labor of continued interest in the job at least 5 days before date of need, worker will be disqualified from this assurance. Employer will ☐ will not ☒ require worker to perform alternative work if the guarantee cited in this section is invoked.

Alternative work: N/A

Employer will maintain adequate payroll records. Workers will be paid weekly on WED for work through the previous SUN

Item 20: Workers' Compensation

The employer assures that Policy # Z13436803 issued by State Insurance Fund provides the required insurance for injuries arising out of and in the course of employment.

Employer's proof of insurance coverage will be provided to the Chicago Processing Center before certification is granted.

George E. Moore Jr. 1/6/11

George E. Moore Jr. 1/13/11