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Expiration Date: November 30, 2012

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U.S. Department of Labor
Employment and Training Administration

Agricultural and Food Processing Clearing 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 (Número, calle, ciudad, y código postal)

Sandy Knoll Farms, Inc..
2196 Swett Road
Lyndonville, NY 14098 Nelson & Patrick Woodworth

Telephone number/teléfono: 585-765-9818 Fax: 585-765-2580

2. Location and Direction to Work Site / Dirección del lugar de trabajo

Rt. 63 South from Lyndonville to Yates Town-Line Rd. Turn left and proceed to Swett Rd. Turn Left, Farm located on left 1/2 mile. Ruta 63 al sur de Lyndonville hacia Yates Town-Line Rd. De vuelta a la izquierda y siga hacia Swett Rd. De vuelta a la izquierda el rancho está sobre la izquierda a 1/2 milla

(If additional space is needed, use separate piece of paper)

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

2104 Swett Rd, Wood frame, motel style with central kitchen and baths. 2104 del Camino Swett, Marco de Madera, estilo motel con cocina central y baños.

Barracks/Barracas
Number/Numero 32 Total Capacity/Capacidad Total 32

(See attachment / para más detalles ver Pg. 1)

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

4. Industry Code / Código de Industria
111331

5. Job Order # / No. Orden de Empleo
N40968895

6. Occupational Title and Code / Título Ocupacional y Código
Farmworkers + Laborers, Crop 45-2092.02

7. Clearance Order Issue Date / Fecha de Tramite: FEB 04 2011

8. Job Order Expiration Date / Fecha de vencimiento:
7-22-11

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From / Desde: 04/01/2011 To / Hasta: 11/10/2011

10. No. of Workers Requested / No. de Trabajadores Pedidos
6

11. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana

Day	Hours	Total
Sunday / Domingo	X	35
Monday / Lunes	6	6
Tuesday / Martes	6	6
Wednesday / Miércoles	6	6
Thursday / Jueves	6	5
Friday / Viernes	6	
Saturday / Sábado	6	

12. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar de:
Employer / El Empleador Yes No
Local Office / La Oficina Local Yes No

13. Board Arrangements / Arreglo de Alojamiento
Yes/SI Workers must buy and prepare own meals. / Los trabajadores compraran y prepararan sus propios alimentos.
(See attachment / para más detalles ver Pg. 1)

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos
Contact Employer Directly During Normal Business Hours or Nearest One Stop Office Patrick Woodworth @ 585-765-9818 or all orders are available on the NYS DOL Website
Contactar el Negocio Directamente Durante las Horas Normales de Negocio o la Oficina "One Stop" lo Mas Cerca

15. Job Specifications / Descripción del Trabajo
Under direction of supervisor, worker will perform any combination of tasks involved in the operation of tractors and farm equipment in the apple enterprise only for the purpose of tilling soil, mowing grass, cutting brush, planting young trees and plants, spraying fruit trees and plants. May use tractors and trucks on farm property to move equipment and supplies such as irrigation pipes and pumps, fertilizer, ladders, bins and other supplies for harvest workers and may pick apples for fresh market and/or processing. May move empty bins around orchard for use by pickers, may transport full bins of fruit from orchard to packing shed or storage facility. May operate engines and pumps for irrigation and move, set up and start fans or smudge pots for frost protection. Due to health and safety concerns relating to pesticide application and the operation of equipment on our farm, workers are required to have the ability to comprehend simple instructions in English. 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. standard for grades. 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. Worker will be required to pick a minimum of 60 boxes of fresh fruit /day or 80 boxes of processing fruit per day.
May also perform any combination of tasks involved in planting, cultivating and harvesting of fruits such as tilling soil, planting stock, pruning trees and bushes, removing suckers and runners from trees, vines and plants. Other duties may include laying out irrigation pipe and installing sprinklers, assisting in repairing fences, unloading trucks, burning brush, hand thinning fruit and smudging. Will use appropriate tools such as shovels, hoes, tampers, pruning hooks, and shears. Employer will furnish to workers, without cost, all tools and equipment required in the performance of the duties assigned. Worker should report for work with their own suitable work clothing. Field temperatures may range from 30 degrees to 85 degrees with possible

1 month experience required.

Bajo la dirección del supervisor, el trabajador llevará a cabo una combinación de las tareas involucradas en la operación de tractores y maquinaria agrícola en la empresa Apple solo con el propósito de suelo de labranza, la siega de hierba, cortando arbustos, plantación de árboles jóvenes y plantas, rociando los árboles frutales y plantas. Puede usar los tractores y camiones de propiedad de la granja para mover el equipo y suministros, tales como tuberías de riego y bombas, fertilizantes, escaleras, cubos y otros suministros para los trabajadores de la cosecha y puede recoger las manzanas para el mercado fresco y / o transformación. Puede mover contenedores vacíos alrededor de huerta para uso de los recolectores, puede transportar contenedores llenos de frutas de la huerta a la empacadora o zona de almacenamiento. Puede operar motores y bombas para el riego y se mueven, configurar y empujar ventiladores o macetas mancha para la protección de las heladas. Debido a problemas de salud y seguridad en relación con la aplicación de plaguicidas y el funcionamiento de los equipos en nuestra finca, los trabajadores deben tener la capacidad de comprender instrucciones sencillas en Inglés. Trabajador deberá permanecer firmemente en contra o en el árbol en una posición segura para no romper las extremidades o desprender las frutas y para evitar resbalones o caídas. Toda la fruta, para ser manipulados con cuidado para evitar causar moretones. Frutas heridas por contusiones durante la cosecha no podrá exceder del 5% tal como se define en la norma de EE.UU. para los grados. Frutas recogidas de cada trabajador serán inspeccionadas de acuerdo a las instrucciones dadas cada día por el jefe de huerto. Los trabajadores se dirigirán a la tira toda la fruta del árbol en una selección o para recoger la fruta (recolección selectiva) de acuerdo al tamaño y color dependiendo de las condiciones de cultivo y estado de madurez. Fruta cosechada en forma de gotas nunca se mezclan con árboles frutales. Trabajador tendrá que escoger un mínimo de 60 cajas de fruta fresca al día o 80 cajas de la transformación de frutas por día.

También puede realizar cualquier combinación de tareas de siembra, cultivo y cosecha de frutas, tales como la labranza del suelo, plantación, poda de árboles y arbustos, retoños y la eliminación de los corredores de árboles, enredaderas y plantas. Otras tareas pueden incluir, por fuera tubería de riego y aspersores de la instalación, asistencia en la reparación de cercas, descarga de camiones, campos de compensación, cepillo de la quema, la fruta a mano adelgazamiento y manchas. Se usará las herramientas adecuadas, tales como palas, azadas, pisones, podadoras y cizallas. Empleador proporcionará a los trabajadores, sin costo alguno, todas las herramientas y equipos necesarios en el desempeño de las funciones asignadas. Trabajador debe reportarse a trabajar con su propia ropa de trabajo adecuada. Temperaturas de campo puede variar de 30 grados a 85 grados con posibles variaciones.

* Require 1 mes de experiencia.

(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)

15. Wage Rates, Special Pay Information and Deductions / Tasa de Pago, Información Sobre Pagos Especiales y Deducciones (Robajes)							
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(e) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions / Deducciones	YES	NO	Pay Period Período de Pago
					SI	NO	
Apples/Fresh Mkt	\$10.16	.85/bu		Social Security Seguro Social	X		Weekly / Semanal
Apples/Processing	\$10.16	.60/bu		Federal Tax Impuestos Federales	X		
Apples/Juice	\$10.16	.50/bu		State Tax/Impuestos Estatales	X		Bi-weekly / cada 2 sem.
				Meals (comidas)		X	
				Other (specify) / Otro		X	Other / Otro

More Details About the Pay / Más Detalles Sobre el Pago

(See Attachment/Vea Anexo Pg 1 & 2)

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

17. Transportation Arrangements / Arreglos de Transportación (Please explain)

(See Attachment/Vea Anexo Pg 2)

(If additional space is needed, use separate sheet of paper/Si necesita mas 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 area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, o pagar a los trabajadores en cualquier tipo(s) de cosecha(s)/ sembrado(s)? Yes/Si No X If you have checked yes, what is the FLC wage for each activity? (Si contesto "Si," cual es el salario que le paga el Contratista Agrícola para cada actividad?)

19. Unemployment insurance provided / Seguro por Desempleo: Yes X No

20. Workers' compensation insurance provided / Indemnización por accidentes de trabajo: Yes X 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 X 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/Ninguno
23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the works/a 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/Ninguno
24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Orden (incluya número de teléfono)

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 Office Nearest You

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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, terminus, y condiciones ofrecidos.
Employer's Signature & Title/ Firma y Título del Empleador

Mary Jane Woodworth, Asst Sec

Date: 1-27-2011

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, D.C. 20210.

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

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

Job Order Number: NY 09 68895

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 ~~two~~ ⁵ 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, 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 $\frac{3}{4}$ ("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 $\frac{3}{4}$ 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 NPC and DHS.

Item 17: Transportation

- a. Employer agrees to reimburse inbound transportation and subsistence expenses (\$10.64 per day minimum to a maximum of \$46.00 per day) 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

653.501

655.135

1. The employer agrees to abide by the regulations at 20 CFR ~~653.436~~ and 20 CFR ~~655.501~~.
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(xvii).
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 Mary Jane Woodworth, Aunt Lee

New York State Department of Labor
Form ETA 790 Attachment #2 – Additional Information

Item 1:

Employer Email: SKFINC2196@Gmail.com
Employer Fax: 585-765-2580

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 once per week 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 3 days of training and/or allow 3 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: Pick enough fruit to meet productivity standards. 60 boxes per day Fresh market fruit and 80 boxes per day of processing fruit.

Workers hired under this order will be required to show evidence of right to work in the United States.

When a worker is terminated under any of the provisions (in Att #1 Item 15B) or if the worker voluntarily terminates his employment , the employer shall not be liable for the three-fourths guarantee.

Item 16: Wage Rates, Special Pay Information and Deductions

Workers will not be covered by disability benefits.

Work performed under this order will be covered by unemployment insurance.

The employer will not pay overtime.

The employer will provide workers referred through the interstate clearance system 35 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 \$355.60 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: Trim Fruit trees, hand thin, weeding, hoeing, suckering & summer thinning. May also repair boxes. Employer will maintain adequate payroll records. Workers will be paid weekly on Friday for work through the previous Thursday.

20CFR 655.120(a)

The employer will offer, advertise in its recruitment and pay a wage that is the highest of the AWER, 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. Employer assures that if a change in the AWER requires an increase such increase will be paid as of the effective date of the increase. Also if the AWER is decreased this will become the wage effective of the date of the decrease.

Item 20: Workers' Compensation

The employer assures that Policy # 2118089-8 issued by NYS 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.