

RECEIVED

FEB 22 - 11

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



U.S. Department of Labor
Employment and Training Administration

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

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, Estado, Código Postal)

Anthony DeMarco & Sons
211 W. Main Street
Elbridge, NY 13060

Telephone number. Teléfono: (315) 689-9884 Fax: (315) 689-1805

Numbers 4.- 8 for State use only. Números 4 a 8 para USO ESTATAL	
4. Industry Code / Código de Industria <p>111421</p>	5. Job Order # / No. Orden de Empleo <p>NY0972236</p>
6. Occupational Title and Code / Título Ocupacional y Código <p>Agricultural Equip. Oper. 45-2091</p>	
7. Clearance Order Issue Date / Fecha de Tramite: <p>FEB 23 2011</p>	
8. Job Order Expiration Date / Fecha de Expiración <p>8/5/11</p>	
9. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 4/25/11 To / Hasta: 11/15/11	

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

At 496 County Rt. 6, Fulton, New York, 3 miles north of NY Rt. 264

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

10. No. of Workers Requested / No. de Trabajadores Solicitados

3

11. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena
Total: 40

Sunday/Domingo	Monday/Lunes <u>7</u>
Tuesday/Martes <u>7</u>	Wednesday/Miércoles <u>7</u>
Thursday/Jueves <u>7</u>	Friday/Viernes <u>7</u>
Saturday/Sábado <u>5</u>	

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

Wood Frame house at 496 Ct. Rt. 6 in Fulton, NY

Barracks/Barracas

<u>Number/Numero</u>	<u>Total Capacity/Capacidad Total</u>
1	3

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

12. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar de:

Employer / El Empleador Yes No

Local Office/Oficina Local Yes No

13. Board Arrangements / Arreglo de Alojamiento

Yes/Si Workers must buy and prepare own meals

14. Referral Instructions / Instrucciones sobre cómo Referir de Candidatos

Contact Employer Directly Anthony DeMarco 211 W. Main St., Elbridge, NY (315) 689-9884 or Nearest One Stop Office

15. Job Specifications Especificaciones del Trabajo

(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)

Perform various activities associated with growing grass and sod at a grass farm. Operate 200hp tractors and 75hp sod harvester. Will set up, calibrate and operate irrigation equipment to include laying out pipe and operation and monitoring of pumps. Will operate equipment to prepare fields such as plows, harrows, cultivators, and mowers. Will operate equipment to spray pesticides and herbicides . Other duties may include sowing grass seed, planting plugs, cut, roll and stack sod in accordance with supervisors instructions. All work will be in an outdoor environment with field temperatures ranging from 0 to 90+ degrees. Must be physically able to lift up to 80 pounds. Employer will furnish to workers, without cost, all tools and equipment necessary for the performance of the duties required. Workers should report for work with their own suitable work clothing. Due to safety and health concerns relating to pesticide application and the operation of large and complicated equipment on our farm, workers are required to have the ability to comprehend simple instructions in English. Employer may conduct random drug tests at employer's expense. Six months of verifiable experience using the aforementioned equipment is necessary.

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities	Hourly Wage	Piece Rate/Unit(s)	Sepecial Pay (bonus, etd.)	Deductions	Yes/Si	No	Pay Period Periodo de Pago
Cultivos	Salario por Hora	Pago per Pieza/ Unidad(es)	Pagos Especiales (bono, ets.)	Deducciones			
Ag equip operation	\$10.16	No		Social Security/ Seguro Social	X	<input type="checkbox"/>	Weekly /Semanal
Sod	\$10.16			Federal Tax Impuestos Federales	X	<input type="checkbox"/>	X
				State Tax Impuestos Estatales	X	<input type="checkbox"/>	Bi-weekly / Quincenal
				Meals/Comidas	<input type="checkbox"/>	X	<input type="checkbox"/>
				Other(specify)/ Otro (especifica)	<input type="checkbox"/>	X	Other / Otro <input type="checkbox"/>

More Details About the Pay/Más Detalles Sobre el Pago
None/Ninguno

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

17. Transportation Arrangements / Arreglos de Transportación

Employer will provide transportation from the employer provided housing to the actual work site and return at the end of the day.
Transportation will meet all requirements at CFR 655.122(h)

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

(See Attachments/Vea Anexos #4 & #5)

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 Práctica habitual de usar Contratistas de Trabajo Agricolas para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(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 pagas al Contratista de Trabajo Agricola por cada actividad?

19. Unemployment Insurance provided / Seguro por Desempleo:

Yes /Si X No

20. Workers' compensation insurance provided / Se le provee seguro de comensación/Indemnización al trabajador:

Yes /Si X No

21. Are tools provided at no charge to the workers? / ¿Se les proveen herramientas sin costo alguno de trabajo a los trabajadores?

Yes /Si 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")/Enumere todos los acuerdos o 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 todo huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo,, indique "Ninguno")
None/Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radicó la oferta (incluya el número de teléfono)

Full order is available on the NYSDOL website.

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el numero de telefono de su linea directa)

Full order is available on the NYSDOL website.

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 materiales, terminus, y condiciones materiales ofrecidos

Anthony Delacruz president

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

Date 2-18-11

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 truth-fullness 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 reporting burden for responding 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 Ave, NW, Washington, D.C. 20210.

**STATE OF NEW YORK
DEPARTMENT OF LABOR**

**ATTACHMENT NO 1
ORDER NO. NY**

Item # 15, 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 0 degrees to 90+ degrees with possible wet morning conditions.

Approximate dates various tasks will be performed. Exact dates depend on weather, growing and crop conditions.

PESTICIDE TRAINING: 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_____ (If not applicable, insert N/A)

During temporary periods of time when work specified in the order is not available, The worker may be assigned any combination of the following related tasks:

Time Frame for crop activities: (for 2 or more crops)

ETA 790

Assurances & Requirements

GENERAL: (a) The terms and conditions of this order shall be no less favorable than those contained in any existing labor contract or agreement by me or my agent for the same type of work. A copy of the Work Agreement and/or Job Order shall be posted in the labor camp and be made available. A copy of the Job Order will be provided to the worker no later than the day on which the worker begins employment. The employer assures that 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 655.135, Assurances and 20 CFR 653.501.

(b) Duly authorized State and Federal representatives (including outreach workers) will be allowed reasonable access to the workers during normal working hours.

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

(d) Workers must be able to demonstrate that they are physically able to perform the work specified in this Job Order.

Item #3- Housing beds, bedding and mattresses will be furnished at no cost to the workers. Employer assures that housing will be clean and in compliance with all applicable standards during the occupancy. Workers will be responsible for maintaining housing and surrounding area in a neat and clean manner.

ITEM # 9- (a) **Starting Date:** The employer may amend the starting date of need by informing the order holding office no later than 4/11/11. If the employer fails to amend the date of need, the employer shall pay eligible workers referred through the interstate clearance system a minimum rate of the current wage rate for each eight (8) hour work day in the first week on which those workers were present and available for work and no work specified in the Job Order (Item #15) is provided.

(a)(i) Failure of workers referred against this order to notify the local office of their continued interest and/or verify the date of need no sooner than 4/12/11 nor later than 4/18/11 will disqualify the worker from the above assurance.

(b) **Ending date:** No extension of employment beyond the period of employment in the Job Order shall relieve the employer from paying wages already earned, transportation/subsistence expenses and bonuses if applicable.

Item # 10 – Total number of Migrant and Seasonal farm workers needed: 3

ITEM # 11 - Workers are expected to work at least the number of days and hours specified on the Job Order.

**STATE OF NEW YORK
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 3
ORDER NO. NY**

Item #12 – Collect calls will be accepted only from officials of Employment Service Offices.

ITEM # 13 - (a) Employer (~~will~~)(will not) provide three meals per day and will deduct \$ N/A per day. (Deductions will not depress the minimum wage).

(b) Employer (will)(~~will not~~) furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.

(c) 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 # 14- In order to assure the most effective referral and placement of workers, all referrals should be made during normal business hours.

In addition, if the person designated as the contact person on the Summary of Employment Conditions sheet attached to this order is not available, for an extended period of time, there will be someone available at the farm to effectuate referrals.

Item # 16-(a) An hourly rate of not less than the Federal or State Minimum Wage, the Adverse Effect Wage Rate (AEWR), the prevailing hourly rate or piece rate, the agreed upon collective bargaining wage or the employers hourly rate, whichever is higher is guaranteed to the worker for the period of employment.(Item # 9). If the prevailing hourly wage rate or piece rate is adjusted during the 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 will pay that higher prevailing wage or piece rate upon notice to the employer by the Department.

(b) If a piece rate is offered on the Job Order, the work at the piece rate will be guaranteed to the workers for the stated period of employment unless crop activity is such that the piece rate will not realize the workers an hourly equivalent of at least the current wage in which case the worker will be paid the equivalent of an hourly rate of not less than the current wage, the Federal or State minimum rate, the prevailing hourly rate or the employers hourly rate, whichever is highest.

(c) The employer will make the following deductions: (1) FICA (2) Federal/State tax withholdings.

(d) Employer will maintain adequate payroll records. Workers will be paid weekly on Saturday for work through previous Saturday. 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 the worker each pay day. (See attachment no. 6 item no. 4 for payday/workweek applicable to this order).

(e) The employer guarantees to offer employment for a minimum of three-fourths of the workdays of the total specified period during which the job order, and all extensions thereof, are in effect. 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. Workers will not be required to work more than eight hours per day, 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.

(f) 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.

(g) The employer may terminate workers' employment hereunder at any time with notification to the local Dept. of Labor Office 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) Failure to reach productivity standards, if applicable. (See Attachment 1 Item #15)
- (4) Job Abandonment- being absent for more than five (5) work days, as shown in Item 11, without prior notification to the employer.

When worker is terminated under any of these provisions, or if the worker voluntarily terminates his employment, the employer shall not be liable for the three-fourths guarantee.

Item # 17- Employer agrees to reimburse inbound transportation and pay \$10.64 per day subsistence expenses per day without receipts and up to \$46 per day max 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) The employer assures, that, the employer will bear and pay transportation related expenses either directly to the provider of travel or indirectly to reimburse the worker so that the workers weekly pay is not diminished below the applicable Federal minimum wage required by Section 6 of the Fair Labor Standards Act, 29 UCS 201.

(c) 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 had subsequent employment with an employer who will bear transportation expenses.

(d) Employer will not be responsible for providing return cost of transportation and subsistence en route from place of employment to place of recruitment if the worker voluntarily abandons the job or is terminated for cause.

(e) 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.

(f) 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 # 18- (a) Employer will not contract with crew leaders currently acting in violation of the Migrant and Seasonal Worker Protection Act (MSPA).

(b) Employer will negotiate any and all crew leader fees directly with the crew leader.

(c) Crew Leaders anticipating employment in New York State will be required to register with the New York State Department of Labor and pay a \$200.00 crew leader registration fee in addition to any other fees that may be applicable.

SUMMARY OF EMPLOYMENT CONDITIONS

- 1. Employer: Anthony De Marco & Sons
- 2. Referral instructions: Contact closest One-Stop Contact person: Anthony DeMarco

All referrals are to be made during normal business hours:

3. Crop/Activity/Wage Information:

Crop/Activity	Piece Rate	Production Unit(1)	Hourly Wage
Ag equip operation			\$10.16
Sod			\$10.16

A. Minimum Productivity Standards: N/A

- 4. Workers will be paid weekly on Saturday for work through the previous Saturday.
- 5. Workers will be covered by Workers Compensation: Yes No
Compensation Carrier: NYS Insurance Fund Policy #: Z 1274812-5
Policy holder/address: Anthony DeMarco & Sons
211 W. Main St.
Elbridge, New York 13060
Person to notify of injury w/phone no Anthony DeMarco or supervisor 315-689-9884

Deadline for notification: **Immediately, but no later than 30 days from date of injury.**
- 6. Workers (~~will~~)(will not) be covered by disability benefits:
- 7. Work performed under this order (~~will~~)(will not) be covered by Unemployment Insurance:
- 8. The employer (~~will~~)(will not) pay overtime
- 9. - (a) Employer (~~will~~)(will not) provide three meals per day and will deduct \$ N/A per day.
(Deductions will not depress the minimum wage).

(b) Employer (will)(~~will not~~) furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.

(c) 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.

SUMMARY OF EMPLOYMENT CONDITIONS

10. DEDUCTIONS FROM WAGES:

Type:	Amount:
Social Security	\$ As Required
Federal/State Withholding Tax	\$ As Required
Meals	\$ No
Other	\$ No

11. NOTES TO WORKER (See Item 24 of ETA 790)

A copy of the full job order is available for inspection at the order holding office. The employer has guaranteed your first week wages unless he notifies this Department of Labor Office of a later starting date by 4/11/11.

In order for you to be eligible for this guarantee, you must contact the Dept. of Labor Office during the period of 4/12/11 and 4/18/11 at:

Full order is available on the NYSDOL website.

Any Department of Labor Job Service Office will assist you in doing this.

12. Work tasks to be performed:

Alternate and pay during first week in case of crop delay:

REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM

NAME OF EMPLOYER: Anthony DeMarco & Sons

LOCATION AND DESCRIPTION OF HOUSING: One wood frame building at 496 Co. Rt. 6 in Fulton, New York. All housing is barracks style.

I hereby request conditional access into the intrastate/interstate clearance system so that my clearance order can be transmitted to labor supply states in a timely manner for the recruitment of agricultural workers.

As a condition of placing my order into clearance, I assure that such housing will be in full Compliance with the requirements of the U.S. Department of Labor and Part 15 of the New York State Sanitary Code for Migrant Labor Camps by 3/21/11, which is 35 days prior to occupancy.

Representatives from the New York State Department of Labor, New York State Health Department and/or U.S. Department of Labor are invited to inspect such housing at any reasonable time to verify its condition.


EMPLOYER'S SIGNATURE

2-18-11
DATE

.....