



FEB 24 - 11

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 (Número, calle, ciudad, y código postal) Samascott Orchards L.L.C. 5 Sunset Ave. Kinderhook, NY 12106 518-758-7224 C/O H2Express 3007 Rt 20 Hudson, N.Y. 12534 Ph 518-822-9708 Fax 518-822-9701 Telephone number/teléfono: _____ Fax: _____	Numbers 4,5,6, 7 and 8 for State use only.	
	4. Industry Code / Código de Industria 111331	5. Job Order # / No. Orden de Empleo NY0972616
2. Location and Direction to Work Site / Dirección del lugar de trabajo At 5 Sunset Ave. Kinderhook, NY Off Rt 9 in Kinderhook, take a left onto Rt 21, approx. 1/4 mi. left onto Sunset Ave. (If additional space is needed, use separate piece of paper)	6. Occupational Title and Code / Título Ocupacional y Código Farmworkers + Laborers, Crop 45-2022.02	
	7. Clearance Order Issue Date / Fecha de Tramite: <div style="text-align: center; color: red; font-weight: bold;">FEB 25 2011</div>	
3. Location and Description of Housing / Dirección y Descripción de la Vivienda On Cty Rt 21 Kinderhook, NY Barracks style house and 2 mobile homes with all facilities. Total Capacity 20 (See attachment / para más detalles vea Pg 1) (If additional space is needed, use separate sheet of paper/Si necesita mas espacio, utilice documento adicional)	8. Job Order Expiration Date / Fecha de vencimiento: <div style="text-align: center; font-size: 1.5em;">8/23/11</div>	
	9. Anticipated Period of Employment / Periodo Anticipado de Empleo From / Desde: To / Hasta: <div style="font-size: 1.5em;">4/30/2011 12/15/2011</div>	
10. No. of Workers Requested / No. de Trabajadores Pedidos 20	11. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana Total: 40	
	Sunday / Domingo X Monday / Lunes 7	Tuesday / Martes 7 Wednesday / Miércoles 7
13. Board Arrangements / Arreglo de Alojamiento Workers must buy and prepare own meals. ER will take the workers shopping once a week at no cost to the worker. (See attachment / para más detalles vea Pg 1)	Thursday / Jueves 7 Friday / Viernes 7	Saturday / Sabado 5
	12. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar de: Employer / El Empleador Yes x No <input type="checkbox"/> Local Office / La Oficina Local Yes <input type="checkbox"/> No x	
14. Referral Instructions / Instrucciones para el Referimiento de Candidatos Contact Employer directly at Mr. Samascott 518-758-7224 between the hours of 1 and 5pm or go to the nearest One Stop Center.		

15. Job Specifications / Descripción del Trabajo

Manually plant, cultivate, and harvest vegetables, fruit and field crops. Use hand tools such as shovels, trowels, hoes, tampers, pruning hooks, shears, and knives. Duties may include tilling soil and applying fertilizers, transplanting, weeding, thinning or pruning crops; applying pesticides, cleaning, packing and loading harvested products. May construct trellises, repair fences and farm buildings, or participate in irrigation activities. Set up and operate irrigation equipment. Operate tractors, tractor-drawn machinery and self-propelled machinery to plow, harrow and fertilize soil, or to plant, cultivate, spray and harvest crops. Repair and maintain farm vehicles, implements, and mechanical equipment. Harvest fruits and vegetables by hand. Apply pesticides herbicides or fertilizers to crops. Inform farmer or farm manager of crop progress. Identify plants, pests, and weeds to determine the selection and application of pesticides and fertilizers. Clear and maintain irrigation ditches. Record information about crops, such as pesticide use, yields or costs. One month verifiable experience necessary in the above.

If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

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

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago
			Pagos Especiales (Bono, ect.)				
Farmworkers, laborers & Crops	\$10.16	N/a	N/a	Social Security Seguro Social	X		Weekly / Semanal
fruits	10 ¹⁶	↓	↓	Federal Tax Impuestos Federales	X		X
berries	10 ¹⁶	↓	↓	State Tax/Impuestos Estatales	X		Bi-weekly / cada 2 sem.
vegetables	10 ¹⁶	↓	↓	Meals (comidas)		X	
				Other (specify) / Otro		X	Other / Otro

More Details About the Pay / Más Detalles Sobre el Pago

(See Attachment)

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

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

Employer agrees to reimburse inbound transportation and subsistence expenses (\$10.64 per day for a maximum of \$46.00) to each worker, 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.

(See Attachment)

(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 este/estos 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 al Contratista Agrícola para cada actividad?

19. Unemployment insurance provided / Seguro por Desempleo:

Yes X No

20. Workers' compensation insurance provided / Indemnización por accidente 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 workers 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 Recibió la Oferta (Incluya número de teléfono)

New York State Department of Labor
One Stop Office Nearest You

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

New York State Department of Labor
One Stop Office Nearest You



U.S. Department of Labor
Employment and Training Administration

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

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

[Handwritten Signature]

Date: 02/22/2011

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.

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 May, 2010)
Previous versions not useable

May also include performing tasks involved in planting, cultivating and harvesting of crops such as tilling soil, planting stock, laying out irrigation pipe, installing sprinklers and loading and unloading trucks.

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 and greenhouse temperatures may range from 30 degrees to 100 degrees with possible wet morning 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: (Specify tasks) Dates of Activity for crop activities: (for 2 or more crops)

Crop/Activity	Dates of Activity	Tasks

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.

Starting Date:

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 \$200⁰⁰ 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.

Ending Date: An extension of employment beyond the period of employment in the Job Order shall not relieve the employer from paying wages already earned, transportation/subsistence expenses and bonuses if applicable.

ATTACHMENT #3

Crew Leaders - (a) Employer will not contract with crew leaders currently 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 the required \$200 crew leader registration fee in addition to any other fees that may be applicable.

Workers Needed - Total number of migrant and seasonal farmworkers needed 20.

Wage Information - (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 the employers hourly rate, or the agreed upon collective bargaining rate, whichever is highest, is guaranteed to the worker for the period of employment. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is lower than the current AEWR at the time of application, this lower AEWR will become the guaranteed minimum (unless there is a prevailing hourly rate which is higher than the AEWR).

(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 AEWR, in which case the worker will be paid the equivalent of an hourly rate of not less than the AEWR, the Federal or State minimum rate, the prevailing hourly rate or the employer's hourly rate, whichever is highest.

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

(d) Employer will maintain adequate payroll records. Workers will be paid weekly on Friday for work through Thursday. A written statement showing (1) employer's 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 for payday/workweek applicable to this order).

(e) Wages, Deductions and Special Pay Information.

Workers will be paid for all work performed under this clearance order, including harvesting, at the adverse effect wage rate of \$10.16 per hour. If, in the employer's judgement, working conditions are adverse, the employer may, at the employer's sole discretion, temporarily increase the wage rate to provide an incentive for high productivity and/or high quality performance.

ATTACHMENT #4

(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 worker's employment hereunder at any time with **notification to the local New York State Department 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 #6)
- (4) Job Abandonment- being absent for more than one (5) work days 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.

Work Schedule - Workers are expected to work at least the number of days and hours specified on the Job Order. However, depending on weather, crop or other conditions, workers may be requested, but not required, to work up to six days per week and/or on their Sabbath and up to 10 hours per day.

Clarifications - (a) Employer (will not) provide three meals per day and will deduct \$ n/a per day. (Deductions will not depress the minimum wage).

(b) Employer (will) furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.

(c) Employer (will) provide transportation to assure workers access to stores where they can purchase groceries and/or other incidentals.

Housing - 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.

ATTACHMENT #5

Referral Information - 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 process referrals.

Collect calls will be accepted only from officials of New York State Department of Labor offices.

Transportation - (a) Employer agrees to reimburse inbound transportation and subsistence expenses 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. Travel subsistence is paid at the rate of \$10.64 per day for a maximum of \$46.00.

(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 USC 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, en 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 enroute 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.

SUMMARY OF EMPLOYMENT CONDITIONS

1. Employer: Samascott Orchards LLC
2. Referral instructions: Apply directly with employer, Mr. Samascott (518-758-7224), or at your closest One Stop office.

3. Crop/Activity/Wage Information:

Crop/Activity	Piece Rate	Production Unit (1)	Hourly Wage (2)
<u>Farmworkers/Laborers</u>	<u>N/A</u>	<u>N/A</u>	<u>\$ 10.16</u>
<u>Fruits</u>	<u>N/A</u>	<u>N/A</u>	<u>\$ 10.16</u>
<u>Berries</u>	<u>N/A</u>	<u>N/A</u>	<u>\$ 10.16</u>
<u>Vegetables</u>	<u>N/A</u>	<u>N/A</u>	<u>\$ 10.16</u>

4. Workers will be paid weekly on Friday for work through Thursday.

5. Workers required to be covered by Workers Compensation.

Compensation Carrier: State Ins. Fund Policy #: 6618003

Policy holder/address: Samascott Orchards LLC, 5 Sunset Ave. Kinderhook NY 12106

Person to be notified of injury w/phone number: Mr. Samascott (518-758-7224)
Deadline for notification: **Immediately, but no later than 30 days from date of injury.**

6. Workers (will not) be covered by disability benefits.
7. Work performed under this order (will) be covered by Unemployment Insurance.
8. The employer (will not) pay overtime.
9. (a) Employer (will not) provide three meals per day and will deduct \$n/a per day. (Deductions will not depress the Federal minimum wage).
(b) Employer (will) furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.
(c) Employer (will) 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:

<u>Type:</u>	<u>Amount:</u>
Social Security	<u>\$ As Required</u>
Federal/State Withholding Tax	<u>\$ As Required</u>

11. NOTES TO WORKER: A copy of the full job order is available for inspection at the order holding office. 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.

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

12. Alternate work tasks to be performed, and pay during first week in case of crop delay: None

REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM

NAME OF EMPLOYER: Samascott Orchards LLC

LOCATION AND DESCRIPTION OF HOUSING: On Cty Rt 21, Kinderhook NY
Barracks style house and 2 mobile homes w/ all facilities.

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 3/3/11 which is 30 days prior to date of need.

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

02/22/2011
DATE

