



FEB 24 2011

FEB 24 2011 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, Estado y Código Postal)

Saratoga Apple, Inc.
1174 Rt 29
Schuylerville, NY 12871

Telephone number/Teléfono: 518-695-3131 Fax:

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

Saratoga Apple, Inc.
1174 Rt 29
Schuylerville, NY 12871

Exit 14 off I-87 to 29E, 10 miles to work site.

(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
At the worksite, wood frame house, total capacity 9.

(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 111331	5. Job Order No. /Num. de Orden de Empleo NY0972657
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6. Occupational Title and Code / Título Ocupacional y Código
Farmworkers + Laborers, Crop 45-2092.02

7. Clearance Order Issue Date / Fecha de Trámite
MAR - 1 2011

8. Job Order Expiration Date / Fecha de Expiración
8/14/11

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 04/26/11 To/Hasta: 11/30/11

10. No. of Workers Requested / Num. de Trabajadores Solicitados
3

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

Sunday / Domingo	_____	Monday / Lunes	<u>8</u>
Tuesday / Martes	<u>8</u>	Wednesday / Miércoles	<u>8</u>
Thursday / Jueves	<u>8</u>	Friday / Viernes	<u>8</u>
Saturday / Sábado	_____		

12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:

Employer / Empleador Yes/Si No

Local Office / Oficina Local Yes/Si No

13. Board Arrangements / Arreglo de Alojamiento

Buy and prepare own food.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Applicants can apply at any One Stop Office, or applicants can apply directly to the farm weekdays 9 am to 4 pm. Ask for Christine Gaud at 518-695-3131.

15. Job Specifications / Especificaciones del Trabajo

Work may include but not limited to: Perform combination of tasks related to planting, cultivating, and processing of fruit and vegetables including, but not limited to, driving, operating and maintenance of farm machines, preparing soil, transplanting, pruning, weeding, spraying, seeding, mowing, harvesting, grading, packing and cider making. May use hand tools such as shovel, pruning saw, power pole and hoe. One month experience required in duties listed.

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

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)	Special Pay (bonus, etc.)	Deductions	Yes/Sí	No	Pay Period Periodo de Pago
fruit trees, vegetables	\$ 10.25	\$ none	none	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
greenhouse, flowers	\$ 10.25	\$ none	none	Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify)/ Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago

(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

After the worker has completed 15 days or 50% of the work contract period, whichever comes first, the employer shall reimburse the worker for cost of transportation and subsistence from the place from which the worker has come to work for the employer. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence, \$10.73 per day, to the place from which the worker departed to work for the employer, as required at 20 CFR 655.122(h), except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who agrees to pay such cost, in which case this employer only pays for the transportation to the next job.

The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance.

(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 Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Sí No

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Sí," cual es el salario que le pagas al Contratista de Trabajo Agrícola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes/Sí No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/Sí No

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores? Yes/Sí 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 incidentes de este tipo, indique "Ninguno")
none

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)
contact NYS Dept. 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 el número de teléfono de su línea directa)
NYS Dept. Labor One Stop office nearest you

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.

Walter Darrow, President

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

Date: 02/24/11

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 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, DC 20210.

ETA Form 790 (Revised Oct, 2010)

Previous versions not usable

Saratoga Apple, Inc

FORM ETA 790 AND ETA 9142 ATTACHMENTS

JOB ORDER TO BE PLACED IN CONNECTION WITH A FUTURE APPLICATION FOR TEMPORARY CERTIFICATION FOR H-2A WORKERS.

Attachment 1.

The employer assures that the working conditions comply with applicable Federal and State minimum wage, child labor, farm labor, contractor registration and other employment related laws.

A. CLARIFICATIONS OF ITEMS ON FORM ETA 790 AND 9142

Item 3 - Housing:

a) Housing will be clean and meet the applicable Federal and State Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be billed to workers found to have been responsible for damage to housing or furnishing. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.

b) No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment with the employer.

c) Employer will will not provide 3 meal per day. Employer will charge 0 a day. If meals are not provided then the employer will furnish free cooking facilities so workers may prepare their own meals. Free transportation will be provided once a week to grocery store so workers can purchase their groceries.

d) I request that my order be granted conditional entry into the Interstate and Intrastate Clearance System. I assure that the worker housing will meet the applicable Federal Standards not later than 03/26/11 Which is at least 30 days in advance of my date of need reflected in the attached ETA 9142 and ETA 790.

e) The housing is barracks single rooms number of rooms capacity 9. The construction is wood frame block or concrete the floors are concrete wood .

Item 10 -Number of workers requested:

Employer is seeking certification for 3 H-2A workers. The total number of workers (both H-2A and non H-2A) employer expects to hire for the work activities listed in this job order during the contract is 3. These numbers are estimates only as total workforce needs are dependent on weather, crop conditions, worker availability and other factors.

Item 11 - Anticipated Hours of Work:

8 hours per day is normal. The worker may be requested but not required to work 10 hours per day and/or the Sabbath depending upon the conditions at the worksite, weather, and maturity of the crop.

Item 16 - Wage Rates, Special Pay Information and Deductions:

a) Workers will be paid on an hourly basis for all hours worked at the Wage Rate in effect at the time the work is performed, required at 20 CRF 655.122 (l) and 655.120 (a). The required wage may be different than it is at the time of filing this job offer

The rate is based on: AEW 10.25 Prevailing Wage Employer's offer 10.25

Walter J. ... Pres

02-24-11

Attachment 2

b) 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 rate.

c) If so requested by the worker, the employer will transfer certain amounts of worker's earnings in a manner consistent with the worker's instructions.

d) The employer guarantees to offer employment for a minimum of 3/4 of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first workday after worker's arrival at the place of employment and ending on the expiration date specified in the work contract of extensions thereof. In Act of God terminations, the 3/4 guarantee period ends on the date of termination. Worker is not required to work more than 8 hours per day except when otherwise stated in the job order or on the worker's Sabbath or Federal holidays to meet the guarantee period.

e) 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 local office no later than 10 days before the date of need. If employer fails to notify the order holding office, then employer shall pay an eligible worker referred through the clearance system \$ 410.00 for the first week starting with the anticipated date of need.

If the worker referred fails to notify the order holding office of continued interest in the job no sooner than 9 working days and no less than 5 working days before the date of need the migrant worker will be disqualified from the above mentioned assurance.

Item 20- Workers Compensation:

The employer assures that Policy # Z1126 070-0 issued by NY State Insurance Fund provides the required insurance for injuries arising out of and in the course of employment. The employer further guarantees that if the policy ends during this contract period the employer will obtain continued coverage without a lapse in coverage.

B. OTHER CLARIFICATIONS AND ASSURANCES

1. The employer agrees to abide by the regulations at 20 CFR 655.122, 20 CFR 655.135 Assurances, 20 CFR 653.501, 654.403.

2. Employer Obligation if Employment Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

3. Employer Notification of Changes in Employment Terms and Conditions: The employer will expeditiously notify the order holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

4. Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

Kathleen Aron, Pres 02-24-11

Attachment 3

5. Training: The employer will provide 3 days of training and/or allow 2 days of work for worker to reach production standards if applicable.

6. Wage Statement: The employer will furnish each worker on or before each pay day written statements which, comply with the regulations at 20 CFR 655.122(k).

- 1) The worker's total earnings for the pay period.
- 2) The worker's hourly rate and/or piece rate of pay.
- 3) The hours of employment which have been offered to the worker.
- 4) The hours actually worked by the worker.
- 5) An itemization of all deductions made from the worker's wages.
- 6) If piece rates are used, the units produced daily.
- 7) Beginning and ending dates of pay period
- 8) Employers name, address, and FEIN

7. Production Standards: After completion of training or break-in period, employer will expect worker to:

For Apple harvesting 8 bu. per. Hour with no more than 5% bruising.

For work which does not have an established minimum productivity amount, and which is measurable, the level of production shall be not less than 75% of the average output of the employers experienced workers.

8. Termination: Employer may terminate the worker with notification to the Employment Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach production standards when applicable. In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an act of god, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

9. Worker Agreement: A copy of the contract or this Job Clearance Order will be provided to the worker by the employer no later than when the worker is recruited or applies for their work visa.

10. Farm Labor Contractor: 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 FLC certificate or FLCE identification card.

11. US worker qualifications: All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

12. Tools and Equipment: The employer will furnish without cost, all tools, supplies or equipment required in the performance of work.

14. Transportation to Work: For workers who are provided housing, transportation at no cost to the worker will be provided between the housing and the worksite. The transportation provided will be in accordance with applicable laws and regulations.

15. Employees who are H2A workers are notified that they are required to leave the U. S. at the end of the period of certified employment, or if separated from employment early, unless the H2A worker is being sponsored by an employer ,for a future H2A contract.

Letran Down, Pres. 02-24-11

Saratoga Apple, Inc.

Job Order NY #

Form ETA 790 and ETA 9142 attachment

List of crops and activities

apples: plant, train, prune, and maintain the trees.
harvest and sort the fruit.

**tomatoes, cabbage, squash, onions, lettuce, peas &
beans:** plant, maintain and harvest.

Gladiolas, peonies, sunflowers:
plant, maintain & cut.