



**U.S. Department Labor
Employment and Training Administration**

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

**Agricultural and Food Processing Clearance Order ETA Form 790
Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

1. Employer's Name and Address (Number, Street, City, State, and Zip Code) /
Nombre y Dirección del Empleador (Número, Calle, Ciudad, Estado y Código Postal)

Head Office:
America Bangladesh Agro Inc

*148-42 87th Avenue
Briarwood N.Y. 11435*

Telephone number/Teléfono: 888-848 2155 Fax: 866-5582617

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo
171 Hess Rd Minden N.Y. 13339
State of New York, County of Montgomery, City of Fort-Plain, Township of Minden.

Route I-87 N to Route I-90 W to Exit 29 Canajoharie to Route 55 West to Fort-Plain to Route 163 to Indian Trial Road to Hess Road.

(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

171 Hess Road
Minden, NY 13339

Temporary Labor housing 2 Bed Rooms, Living Room with Kitchenette and Bathroom.

Directions indicated as above on # 2.

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

Nos. 4 - 8 for STATE USE ONLY Numeros 4 a 8 para USO ESTATAL	
4. Industry Code/Código Industrial <i>111219</i>	5. Job Order No. /Num. de Orden de Empleo <i>NY0974251</i>
6. Occupational Title and Code /Título Ocupacional y Código <i>Farmworkers & Laborers, Crop 45-2092.02</i>	
7. Clearance Order Issue Date / Fecha de Tramite <i>MAR 11 2011</i>	
8. Job Order Expiration Date / Fecha de Expiración <i>9/5/11</i>	
9. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: <i>May 11, 2011</i> To/Hasta: <i>Dec 31, 2011</i>	
10. No. of Workers Requested / Num. de Trabajadores Solicitados <i>4</i>	
11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: <i>48</i>	
Sunday / Domingo <i>0</i>	Monday / Lunes <i>8</i>
Tuesday / Martes <i>8</i>	Wednesday / Miércoles <i>8</i>
Thursday / Jueves <i>8</i>	Friday / Viernes <i>8</i>
Saturday / Sábado <i>8</i>	
12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:	
Employer / Empleador	Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/>
Local Office / Oficina Local	Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/>

13. Board Arrangements / Arreglo de Alojamiento

Transportation provided to buy food, groceries and other places upon request will completely free. May use personal vehicles.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Please call

Mr. MA Bashar Miah
Managing Director
347-484 5682

Mr. MA Bari
Chairman
718-523 0429

Mohammed Shahjahan
Deputy Managing Director
646-961 9906

15. Job Specifications / Especificaciones del Trabajo

Planting Bangladeshi and Indian vegetables.

The Farm Worker will do seedling shorting up of plants, perfect digging, Grouping and accurate lining up, take caring of plants by watering, pruning and timely fertilizing. The worker will do harvest each vegetable by the due time, packaging, loading and unloading, storing and marketing.

The vegetables which are being plan to be produced named Bangladeshi and Indian vegetable such as Lal Shak(Red Amaranth), Pui Shak(Indian spinach green), Kolmi(water spinach), Nali Shak(Jute leaf white) Sarisha shak(Mustard green), Sheem(Hyancinth bean), Misti kumda(Sweet gourd), Lau(Bottle gourd), Jhingga(Ribbed gourd), Karala(Bitter gourd) and Kakrol(Teasle gourd) etc are principally and widely consumed(eaten) by entire South Asian peoples, living in the USA. *0-3 month experience*

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	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions	Yes/SI	No	Pay Period Periodo de Pago
				Deducciones			
Vegetables	\$ 10.25	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		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
N/A

(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

All kind of Transportations will provided by company, Worker may request to go to Super store, Wal Mart etc.

(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 / Si No

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

19. Unemployment Insurance provided? Seguro de Desempleo?

Yes/Si No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador:

Yes/Si No

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

Yes/Si No

22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None") / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")

None

23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed.
 (If there are no such incidents, enter "None") / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay 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)
 New York State Department of Labor
 One Stop Office nearest to you

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono)
 New York State Department of Labor
 One Stop Office nearest to 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.

B. Alam (BADRUL ALAM) DIRECTOR OF FINANCE
 Employer's Signature & Title/ Firma y Título del Empleador
 Date: Mar 7, 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, DC 20210.

New York State Department of Labor
FORM ETA 790
Attachment 1

Job Order Number NY 0974251

A. CLARIFICATION OF ITEMS ON FORM ETA 790

Item 3: Housing

- a. Housing and utilities are provided at no cost to workers 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 4: Board Arrangements

- a. 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.
- b. 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 10: 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 just 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.
- c. The employer will provide 0 days of training and/or allow 0 days of work for worker to reach production standards if applicable.
- d. Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to:

Item 11: 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 deduction is 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 3/4 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 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.

d. Workers with school age children who have migrated with such children and who depart in time to return home for the beginning of the school year shall be paid, in addition to the basic wages, any bonus or other incentive payments or other expenses to which they would be entitled had they stayed the entire job order period.

e. The employer will provide workers referred through the interstate clearance system 48 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 business days before the date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system ~~\$4920~~ or the first week starting with the originally anticipated date of need. If worker referred fails to notify the NYS Department of Labor (preferably the order-holding office) 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 X require worker to perform alternative work if the guarantee cited in this section is invoked.

THE FIRST STARTING WEEKS WAGE IS \$ 49200

Alternative work:

NONE

f. Employer will maintain adequate payroll records. Workers will be paid weekly on THURSDAY for work through the previous WEDNESDAY

Item 12: Transportation

\$10.73 per day up to \$460

- 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.
- 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 when 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.
- 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.
- 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 15: Workers' Compensation

The employer assures that Policy # A21333917 issued by NYSIF 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 Atlanta Processing Center before certification is granted.

Item 16: Tools and Equipment

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

B. OTHER CLARIFICATIONS AND ASSURANCES

- 1. The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.103.
- 2. The employer will expeditiously notify the order-holding 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 in terms and conditions of employment.
- 3. Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.501(xvi).
- 4. Where appropriate, the employer is certified in the use and application of pesticides per Federal Environmental Protection Agency and State Department of Environmental Conservation requirements. The employer assures that workers hired under this order who will be handling pesticides will be provided appropriate training.
- 5. A copy of the contract or this Job Clearance Order will be provided to the worker by the employer no later than on the day the work commences.

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