



U.S. Department of Labor
Employment and Training Administration

MAY 25 2011

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

<p>1. Employer's Name and Address (Number, Street, City, State, and Zip Code) / Nombre y Dirección del Empleador (Número, calle, ciudad, y código postal)</p> <p>Lynn-Ette & Sons, Inc. Darren Roberts Roberts Circle R Fruit Farms, Inc. 1512 Kent Road Kent, NY 14477</p> <p>Telephone number/teléfono: 585-682-4435 Fax: 585-682-4968</p>	<p>Numbers 4,5,6, 7 and 8 for State use only.</p> <p>4. Industry Code / Código de Industria 0161</p> <p>5. Job Order # / No. Orden de Empleo NY 0982035</p>																
<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo</p> <p>Rt 18 to Kent Road 2/10 mile north on left.</p> <p>(If additional space is needed, use separate piece of paper)</p>	<p>6. Occupational Title and Code / Título Ocupacional y Código Farmworkers and Laborers, Crop 45-2092.00</p> <p>7. Clearance Order Issue Date / Fecha de Tramite: MAY 27 2011</p>																
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>Number/Numero Total Capacity/Capacidad Total</p> <p>Archibald # 1 Camp (16 capacity) 954 Archibald road 13804 Kendrick Rd Camp (22 Capacity) 13429 Kendrick Rd -Circle R Camp (54 Capacity) 13485 A Roosevelt Highway-Circe R (8 Capacity)</p> <p>(See attachment / para más detalles vea Pg 1)</p> <p>(If additional space is needed, use separate sheet of paper/Si necesita mas espacio, utilice documento adicional)</p>	<p>8. Job Order Expiration Date / Fecha de vencimiento: 9-21-11</p> <p>9. Anticipated Period of Employment / Periodo Anticipado de Empleo From / Desde: 07/22/2011 To / Hasta: 11/20/2011</p>																
<p>13. Board Arrangements / Arreglo de Alojamiento</p> <p>Yes/Si Workers must buy and prepare own meals. / Los trabajadores compraran y prepararan sus propios alimentos.</p> <p>(See attachment / para más detalles vea Pg 1)</p>	<p>10. No. of Workers Requested / No. de Trabajadores Pedidos 75</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena</p> <table border="1"> <tr> <td>Sunday / Domingo</td> <td>X</td> <td>Monday / Lunes</td> <td>7</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Wednesday / Miercoles</td> <td>7</td> </tr> <tr> <td>Thursday / Jueves</td> <td>7</td> <td>Friday / Viernes</td> <td>7</td> </tr> <tr> <td>Saturday / Sabado</td> <td>5</td> <td></td> <td></td> </tr> </table>	Sunday / Domingo	X	Monday / Lunes	7	Tuesday / Martes	7	Wednesday / Miercoles	7	Thursday / Jueves	7	Friday / Viernes	7	Saturday / Sabado	5		
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<p>14. Referral Instructions / Instrucciones para el Referimiento de Candidatos</p> <p>Contact Employer Directly During Normal Business Hours or Nearest One Stop Office Laurie Gregori - Office Phone(585)682-4435 Contactar el Negocio Directamente Durante las Horas Normales de Negocio o la Oficina "One Stop" lo Mas Cerca</p>	<p>12. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar de:</p> <p>Employer / El Empleador Yes x No <input type="checkbox"/></p> <p>Local Office / La Oficina Local Yes <input type="checkbox"/> No x</p>																
<p>15. Job Specifications / Descripción del Trabajo</p> <p>Workers will drive and/or operate tractors with 35-165 HP. Hand Planting of Cabbage, riding on transplant machine placing plants on wheel. Hand Weeding and hoeing. Hand harvest of squash, placing in hamper and carry to wagon. Packing of Snap Beans & other job duties. Work consists of raking Beans onto line from trailer, picking stems, bad beans and debris from the sorting line, assembling wooden bean crates, weighing bean boxes, closing bean tops, and stacking boxes on pallets. Floors will be swept and bean barn will be completely cleaned at the end of each workday. Work requires standing, sitting, lifting up to 80 lbs and kneeling. Cabbage is harvested by stooping in the field, cutting the cabbage from the stem with a knife, lifting the cabbage head and carefully placing it in a box without dropping or bruising the cabbage head. In Cabbage and squash, workers may be instructed to selectively pick/pack mature vegetables according to size, color, and other USDA grade standard factors. Pick apples for fresh market and or processing. Productivity must be at least 6 Bins per day of Fresh market fruit and 8 Bins per day of processing fruit. Workers must be physically able to pick fruit from tree, which must be done from ladders, with lower branches being picked from the ground. Picked fruit is placed in a metal-framed canvas covered picket bucket with canvas straps the slip over the head and rest on shoulders. Filled bucket, weighing up to 40 lbs, is emptied into bulk bins with a capacity equal to 20 bushels. Workers are required to handle ladders up to 24' long and weighing about 2 lbs per foot. Workers may be instructed to selectively pick mature fruit according to size color and other USDA standards. Workers are expected to work at least the number of days and hours specified. Workers should report to work with their own suitable work clothing. Field temperatures may range from 0 to 90 + degrees (F) with possible wet morning conditions. 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. Workers referred against this order must have a minimum of 1-2 Months experience in the aforementioned.</p>																	

(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.)				
Vegetables	10.25	N/A		Social Security Seguro Social	X		Weekly / Semanal
Manual Labor Tasks	10.25	N/A		Federal Tax Impuestos Federales	X		
All Fruits (Apples, Pears, etc)	10.25	N/A		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 # 4 – Item # 10

(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, ó pagarle 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 Radicó 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

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

Daven Roberts

Date:

5/24/2011

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.

STATE OF NEW YORK
DEPARTMENT OF LABOR

ATTACHMENT 1
ORDERNO. _____

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.

(e) Workers will be covered by Workers' Compensation. (See attachment # 5 - Item #(h)

(f) Workers (will) (will not) be covered by Disability Benefits.

(g) Work performed under this order (will) (will not) be covered by Unemployment Insurance.

(h) The employer (will) (will not) pay overtime.

(i) No benefits, social or economic, not specified in this order, are or will be provided by the employer.

(j) The employer shall provide a suitable burial for the worker if he/she dies during the continuance of their employment hereunder or in lieu thereof at the request of the next-of -kin pay the cost involved in the preparation and transportation of the deceased worker to the place of origin.

ITEM # 1- (a) Starting Date: The employer may amend the starting date of need by informing the order holding office no later than 07/08/2011. 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 Adverse Effect Wage Rate (AEWR) 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 #11) 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 07/09/2011 nor later than 07/16/2011 will disqualify the worker from the above assurance.

(4/98)(DC)

ETA 790

**STATE OF NEW YORK
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 2
ORDER NO**

(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 # 2- (a) Employer will not accept referrals of 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.

Item # 3- Total number of Diversified Crop workers needed 75

Item # 4- Wage Rates, Special Pay Information and Deductions:

The employer will offer, advertise in its recruitments, and pay 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 AEWWR 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.

(a) In New York State, the only deductions will make: (1) FICA (2) Federal/State tax withholdings (3) Garnishments as required by law (4) cash advances.

(b) Employer will maintain adequate payroll records. Workers will be paid weekly on **Friday** for work through previous **Sunday through Saturday**. A written statement showing (1) employers full name and address, (2) worker's social security number, (3) 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.

(c) The employer shall provide, sufficient work to enable the worker, being willing and able to work, to earn a sum not less than the sum of **\$ 410.00.**

(4/98)(DC)

ETA790

**STATE OF NEW YORK
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 3
ORDER NO.**

(d) 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.

(e) If piece rate earnings for total hours of work at a piece rate during a day period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to guaranteed minimum wage rate.

(f) Employer may terminate worker with timely notification to the NPC and DHS, if the worker:

- (1) Refuses, without cause, to perform work for which the worker was recruited and hired.
- (2) Commits serious act of misconduct;
- (3) Failure to reach and/or maintain productivity standards, after completing any training or break-in period, to reach production standards.
- (4) Abandons Jobs("Job Abandonment")- is absent **five** consecutive previous scheduled 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.

(g) If piece rate earnings for total hours of work at a piece rate during a day period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to guaranteed minimum wage rate.

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.

ITEM# 5- Employer will furnish to workers, without cost, all tools, supplies or equipment required in the performance of the duties assigned. Workers should report to work with their own suitable work clothing.

Field temperatures may range from 0 degrees to 100 degrees with possible wet morning ground conditions.

(4/98)(DC)

ETA790

**STATE OF NEW YORK
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 4
ORDER NO.**

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

07/22/2011 to 11/20/11 Plant, weed, Hoe, Harvest/Pack vegetables

07/22/2011 to 11/30/11 Packing Vegetables

7/25/11 to 11/20/11 Hand Harvest Apples for Fresh Market, Processing & Juice

Item #6 - (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 the assure workers access to stores where they can purchase groceries and/or other incidentals

Item #7 - 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 # 8- In order to assure the most effective referral and placement of workers, all referrals should be made during normal business hours except for the following:

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

Item # 10- Employer agrees to reimburse inbound transportation and subsistence expenses (\$10.73 per day without receipts, Max. of \$46.00 per day 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 15 consecutive calendar days of employment, whichever is shorter, from initial date of need or from the day after actual arrival of worker if later than the stated date to report.

**STATE OF NEW YORK
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 5
ORDER NO.**

(b) The employer assures that the employers bears and pays transportation related expenses either directly to the provider of travel or indirectly to reimburse the worker so that the workers weekly pay is diminished below the applicable Federal minimum wage required by Section 6 of the Fair Labor Standards Act, 29 UCS 206.

(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, enroute 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 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 ICC or the Department of Labor.

(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.

(g) If requested by the worker, the employer will assist in making transportation arrangements.

(h) Workers Compensation Insurance will be provided: **Policy # R 1444226-3**

Name of Compensation Carrier: NYS Insurance Fund

Name and Address of Policyholder(s) Lynn-Ette & Sons, Inc., & Roberts Circle R Fruit Farms, Inc., 1512 Kent Rd., Kent, New York 14477

Person(s) and Phone Nos. to be notified of injury: Darren Roberts (585) 682-4435

Deadline for Notification of Injury: Immediately, but no later than 30 days after injury

Employer _____

- 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 fire, weather, or Act of God terminations, the $\frac{3}{4}$ guarantee period ends on the date of termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law. If such transfer is not affected, the employer must return the worker, at the employers expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H 2A employer, whichever the worker prefers; reimburse the workers the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. The amount of daily subsistence will be in accordance with current rates published in the *Federal Register* (for workers with and without receipts). The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distance involved.
- d. 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. A worker who is terminated for cause or who voluntarily abandons his/her job is not entitled to this guarantee if employer provides timely notification to the NPC and DHS.
- e. 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.

Item 17: Transportation

Employer agrees to reimburse inbound transportation and subsistence expenses (\$10.73 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 place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment, 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.

- a. 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.
- b. 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.
- c. If requested by the worker, the employer will assist in making transportation arrangements.
- d. 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.

(4/98)(DC)

ETA790

STATE OF NEW YORK
DEPARTMENT OF LABOR

ATTACHMENT. 6
ORDER NO.

REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM

NAME OF EMPLOYER: Lynn-Ette & Sons, Inc., & Roberts Circle R Fruit Farms, Inc.

LOCATION AND DESCRIPTION OF HOUSING: Archibald #1 Camp (16), 13804 Kendrick Rd. (22), 13429 Kendrick Rd. (54), 13485 A Roosevelt Highway (8)

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 06/17/2011 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

5/24/2011

DATE

.....

THE ABOVE REQUEST IS : **APPROVED** — **DISAPPROVED**

REGIONAL ADMINISTRATOR, ETA

(3/99)(DC)

ETA 790

STATE OF NEW YORK
DEPARTMENT OF LABOR

ATTACHMENT NO. 7
ORDER NO. _

**AGRICULTURAL CLEARANCE CHECKLIST
SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER**

1. NAME OF EMPLOYER: Lynn-Ette & Sons, Inc., & Roberts Circle R Fruit Farms, Inc.

2. LOCATION OF EMPLOYER AND DIRECTIONS: 1512 Kent Rd., Kent, New York 14477,
¼ Mile north of Rt. 18

3. CONTACT PERSON: Darren Roberts

4. PERIOD OF EMPLOYMENT: From: 07/22/2011 To: 11/20/2011

5. WORK SCHEDULE: Hours per day: 7 Days per week: 6

6. CROP- ACTIVITY- WAGE

crop/activity	hourly wage	piece rate *	production unit	hourly rate
Butternut Squash	10.25	N/a		10.25
Cabbage	10.25	N/a		10.25
Apples / Fresh	10.25	N/a		10.25
Apples / Processing	10.25	N/a		10.25
Apples / Juice	10.25	N/a		10.25
Fresh Snap beans	10.25	N/a		10.25

7. WORK TASKS TO BE PERFORMED: Regular: Snap beans, Butternut squash and Cabbage, Hand Harvest Apples.

Alternate and pay during first week in case of crop delay: Repairing harvest boxes.

8. TRANSPORTATION(As per Item # 17) : Yes: X No: _____

9. HOUSING: Housing can accommodate 75 people. Individual: 75 Families: 0

10. MEALS: Provided - Yes: ___ No: X If Yes cost per day: \$ N/A
Workers must do their own cooking: Yes: X No: _____