JUN 1 7 2011

U.S. Department Labor
Employment and Training Administration

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 (Numero, Calle, Ciudad, Estado y Código Postal)

Golden Harvest Farm
3074 Rt.9
Valatie, NY 12184
ph 518-758-7683

C/O
Valley Growers Co-op (Agent)
61 Main St.
PO Box 326
Milton, NY 12547
ph 845-795-2128
fax 845-795-2541

Telephone number/Teléfono: Fax:

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

3074 Rt.9, Valatie NY
North of traffic circle in Valatie, right at 3074 Rt.9

(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

3074 Rt.9, Valatie NY
Barracks style building with all facilities/Capacity 30

(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: 111219

5. Job Order No. /Num. de Orden de Empleo: NY0983790

6. Occupational Title and Code /Título Ocupacional y Código: Farmworkers + Laborers, Crop 45-2093.02

7. Clearance Order Issue Date / Fecha de Tramite: JUN 1 7 2011

8. Job Order Expiration Date / Fecha de Expiración: 10/9/11

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: 09/01/2011 To/Hasta: 11/15/2011

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

30

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 36

Sunday / Domingo 0 Monday / Lunes 6
Tuesday / Martes 6 Wednesday / Miércoles 6
Thursday / Jueves 6 Friday / Viernes 6
Saturday / Sábado 6

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

Workers must buy and prepare own food.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Apply directly with employer, Mr. Alan Grout (518-758-7683), from 8am to 4pm, or at your closest One Stop office.

15. Job Specifications / Especificaciones del Trabajo

Manually prune, plant, cultivate, & harvest vegetables, fruits, and field crops. Use hand tools, such as shovels, trowels, hoes, tampers, pruning hooks, shears, & knives. Duties may include tilling soil & applying fertilizers, herbicides & pesticides; transplanting, weeding, thinning, or pruning crops; packing & loading & unloading harvested products. May construct trellises, repair fences & farm buildings, or participate in irrigation activities. Set up & operate irrigation equipment. Operate tractors, tractor-drawn machinery, and self-propelled machinery to plow, harrow & fertilize soil or to plant, cultivate spray & haul harvest crops. Repair & maintain farm vehicles, implements & mechanical equipment. Harvest fruits & vegetables by hand. Inform farmers or farm manager of crop progress. Identify plants, pests, & weeds to determine the selection & application of pesticides & fertilizers. Clear and maintain irrigation ditches. Record information about crops, such as pesticides use, yields or costs. Employer may conduct random drug tests at employer's expense. Due to safety concerns relating to pesticide application and the operation of equipment on our farm, workers must understand basic instructions in English. Workers referred as a result of this order must have a minimum of three months of verifiable experience in the aforementioned required

(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.) / Pagos Especiales (Bono, etc.)	Deductions / Deducciones	Yes/Si	No	Pay Period / Período de Pago
Equipment Op.	$ 10.25	$ N/A	None	Social Security / Seguro Social	■	☐	Weekly / Semanal
Apples/Harvest	$ 10.25	$ N/A	None	Federal Tax Impuestos Federales	■	☐	☒
	$	$		State Tax Impuestos Estatales	■	☐	Bi-weekly / Quincenal
	$	$		Meals / Comidas	☐	■	☐
	$	$		Other (specify)/ Otro (especifica)	☐	■	Other / Otro ☐

More Details About the Pay / Mas Detalles Sobre el Pago
None

(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

Employer agrees to reimburse inbound transportation and subsistence expenses ($10.73 per day for a maximum of $46.00) 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.

(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 Agricola 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 Agricola por cada actividad?

N/A

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/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 toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidents de este tipo, indique "Ninguno")

None/Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono)	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 Department of Labor One Stop office nearest you	NYS 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 del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Alan J. Grout, President

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

Date: 5/23/2011

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.

ORDER NO. _____

ATTACHMENT #1

Worker places ladder firmly against or within tree in a secure position so as not to break limbs or knock off fruit and to prevent slipping or falling. All fruit to be handled with care to avoid causing bruising. Fruit injured by bruising during picking shall not exceed _4%_____ as defined in the U.S. standard for grades. Fruit injured by bruising during picking for processing shall not exceed ___n/a___ ** as defined in the U.S. standard for grades. Each worker's picked fruit will be inspected according to instructions given each day by the orchard foreman. Workers will be directed to strip all fruit from tree at one picking or to spot pick (selective picking) according to size and color depending on crop conditions and state of maturity. Fruit picked as drops is never mixed with tree fruit.

May also perform any combination of tasks involved in planting, cultivating, and harvesting of fruits such as tilling soil, planting stock, pruning trees and bushes , removing suckers and runners from trees, vines, and plants. Other duties may include laying out irrigation pipe and installing sprinklers, assisting in repairing fences, loading and unloading trucks, clearing fields, burning brush, hand thinning fruit and smudging. Will use appropriate tools such as shovels, hoes, tampers, pruning hooks and shears. 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 30 degrees to 100 degrees with possible wet morning conditions. May bag or box harvested fruit for roadside stand. May clean, lubricate and adjust farm machinery.

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

ORDER NO. _____

ATTACHMENT #2

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 655.103, 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 :

(a) The employer may amend the starting date of need by informing the order holding office no later than 08/18/11 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 is offered. (Hours required per week x current wage = Total dollar amount earned: __36_ x __$10.25_ + _$369._)

(b) 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 08/19/11 _nor later than 08/26/11 will disqualify the worker from the above assurance.

(c) 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.

ORDER NO. _____

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 _30_.

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, 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 Item #4 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 $10.25 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.

(e) con't. 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** NPC & The Department of Homeland Security for any of the following:

(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, <u>if applicable</u>. (See Attachment #6)

(4) Abandons Job ("Job Abandonment")- is absent for five consecutive previously scheduled days without prior notification to 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.

<u>Work Schedule</u> - 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 <u>10</u> hours per day.

<u>Clarifications</u> - (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.

<u>Housing</u> - 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.

ORDER NO. _____

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 not be accepted.

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 $10.73 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 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 of 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.

ORDER NO. _____

ATTACHMENT #6

SUMMARY OF EMPLOYMENT CONDITIONS

1. Employer: Golden Harvest Farm
2. Referral instructions: Apply directly with employer, _Mr. Alan Grout_(_518-753-7683_), or at your closest One Stop office.

2. Crop/Activity/Wage Information:

Crop/Activity	Piece Rate	Production Unit (1)	Hourly Wage (2)
Equipmt. Op.	n/a	n/a	$10.25
Apples/Harvest	n/a	n/a	$10.25

Minimum Productivity Standards for Apples/Harvest Fresh: 70 1 1/8 bu. boxes per day.

4. Workers will be paid weekly on _friday__for work through __thursday_.

5. Workers required to be covered by Workers Compensation.
   Compensation Carrier: State Insurance Fund___Policy #: 277973-4.
Policy holder/address :_Golden Harvest Farm, 3074 Rt.9, PO Box339 Valatie, N.Y. 12184.
Person to be notified of injury w/phone number : Alan Grout (518-758-7683).
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.

ORDER NO. _____

ATTACHMENT #6
(CONTINUED)

SUMMARY OF EMPLOYMENT CONDITIONS

10. DEDUCTIONS FROM WAGES:

Type:	Amount:
Social Security	$ As Required
Federal/State Withholding Tax	$ As Required

11. **NOTES TO WORKER**

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/she notifies this Department of Labor Office of a later starting date by 08/18/11

In order for you to be eligible for this guarantee, you must contact the Department of Labor Office during the period of 08/19/11 and 08/26/11 at:

N.Y.S. Department of Labor One Stop Office nearest you.

_____

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.

ORDER NO. _____

ATTACHMENT #7

REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM

NAME OF EMPLOYER:_Golden Harvest Farm_.

LOCATION AND DESCRIPTION OF HOUSING: 3074 Rt. 9, Valatie N.Y. / Barracks style housing 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 ___8/02/11___ 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.

Alan J. Grant, President — 5-23-2011

EMPLOYER'S SIGNATURE — **DATE**