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)

TORREY FARMS INC
PO BOX 187
4319 MALTBY ROAD
ELBA NY 14058

Telephone number/Teléfono: 716-560-4925 Fax: 585-757-2528

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

SOMERSET, ELBA, BATAVIA, STAFFORD, LEROY, BYRON, OAKFIELD, YATES, BARRE, ALBION, RIDGEWAY, GAINES, AND CLARENDON, NY

Directions to field locations on attachment.

(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

BARKER CAMP (38), 1437 JOHNSON CREEK RD BARKER NY 14012
HERMAN CAMP (20), 1355 KENDALL RD, KENDALL NY 14476
MILL ROAD MLC (30), 11123 MILL RD, LYNDONVILLE NY 14098

Housing is Barracks ☐ , single rooms ☐

number of rooms ☐ , capacity ☐

wood farme ☐ , block or concrete ☐

floors are concrete ☐ , wood ☐

(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: 111219

5. Job Order No. /Num. de Orden de Empleo: NY0991274

6. Occupational Title and Code /Título Ocupacional y Código: 45-2092.02 Farmlaborers, Crop

7. Clearance Order Issue Date / Fecha de Tramite: 8/26/11

8. Job Order Expiration Date / Fecha de Expiración: 11/13/2011

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: 10/25/11 To/Hasta: 12/1/11

10. No. of Workers Requested / Num. de Trabajadores Solicitados: 24

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

Sunday / Domingo – Monday / Lunes 7
Tuesday / Martes 7 Wednesday / Miércoles 7
Thursday / Jueves 7 Friday / Viernes 7
Saturday / Sábado 5

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

Employer / Empleador Yes/Si ☐ No ☒
Local Office / Oficina Local Yes/Si ☐ No ☒

RECEIVED
AUG 25, 11
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13. Board Arrangements / Arreglo de Alojamiento

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.
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 .

Employer will not provide 3 meal per day ☒ . Employer will provide 3 meals per day ☐ and charge 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.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Applicants may apply at any state workforce agency office, onestop or directly to the employer by calling Maureen Torry-Marshall (716)560-4925 during normal business hours of 1-4 pm Monday - Friday.

15. Job Specifications / Especificaciones del Trabajo

Workers will harvest storage cabbage. Cabbage will be hand cut in field and hand placed into cabbage field bins. Care must be taken to avoid damage to the cabbage and workers must be physically able to cut cabbage which requires extended periods of bending. Working conditions are often cold (35'degrees or colder), wet and muddy. Workers wiII work on their feet in bent, stooped and crouched positions for long periods of time. Workers will make fast simple repeated movements of hands and wrists. Workers will work as either cutters, loaders, and/or placers (placing the cabbage in 1 ton bin boxes).

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

B92

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
cabbage	$10.25	$6.00	1 ton bin	Social Security / Seguro Social	☒	☐	Weekly / Semanal
	$	$		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

Workers will be paid 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.

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel) attachment 1 item 1 a,b,c,d,e

17. Transportation Arrangements / Arreglos de Transportación

After the worker has completed 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, currently $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 involved, "except that any worker protected pursuant to the Fair Labor Standards Act will be paid in compliance with the FLSA beginning in the first workweek."

(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 work ers 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 incidents de este tipo, indique "Ninguno")

NONE

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 linea directa)
NY State Department of labor One Stop office nearest to you	NY 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.

Maurer J. Tarry vice president

Employer's Signature & Title/ Firma y Título del Empleador Date: 8/23/11

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 e'll1ployers. 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 funci6n basica 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 0 veracidad de la informaci6n contenida en las 6rdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado 0 contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractu ales a las que el On e-Stop Career Center, ETA 0 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, induding 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 Proqram, Room 54209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA Form 790 (Revised Oct, 2010)
Previous versions not usable

New York State Department of Labor
FORM ETA 790
Attachment 1

Job Order Number

A. CLARIFICATION OF ITEMS ON FORM ETA 790

Item 1: Email address torrey@rochester.rr.com

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. Legal action may be taken against any workers found to have been responsible for damage to housing or furnishings.
e. 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.

Item 13: Board Arrangements

a. Employer will _will not. X provide three meals per day and will deduct $ N/ A per day.
Employer will X will not _ furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.

b. Employer will X will not _ provide transportation to assure workers access to stores where they can purchase groceries and/or other incidentals and/or medical necessities.

c. Amount of meal charges will be consistent with 20 CFR 655.173.

Item 14: Referral Instructions

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

Item 15: Job Spccifications

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:
I) 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 3 days of training and/or allow 3 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: For work which does not have an established minimum productivity amount, and which is measurable, the level of production shall not be less than 75% of the average output of the employers experienced workers.

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Item 16: Waee Rates. SDccial 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 the event the 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 guaranted minimum. See attachment X.

c. 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.

d. The employer guarantees to offer employment for a minimum 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 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 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.

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 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 $410.00 for 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.

f. Employer will maintain adequate payroll records. Workers will be paid weekly on Friday for work through the previous Thursday through Wednesday.

g. The employer may terminate workers' employment hereunder at any time with timely notification to the NPC and DHS;
1. Refusing, without just cause, to perform the duties for which the worker was recruited and hired; or
2. Committing a serious act of misconduct or breach of discipline; or
3. Failure to reach and/or maintain productivity; or
4. Job abandonment - being absent for more than five consecutive scheduled workdays, without prior notification to the employer.

h. Piece rate paid for cabbge harvest will be $6.00 for a one ton filled bin box. This minimum piece rate maybe adjusted upward at the sole discretion of the employer at account for adverse conditions. If a piece rate is increased temporarily, the increased rate will be disclosed to the workers before the task begins or when the decision to increase is made. In all cases, the guarantee of not less than the AEWR of $10.25 per hour for all hours worked in the payroll period will apply.

Whenever the worker is tenninated under any of these provisions, or if the worker voluntarily terminates his employment, the employer shall not be responsible for the three-fourths guarantee during the worker's period of employment.

Item 17: Transportation

a. Employer agrees to reimburse inbound transportation and subsistence expenses to each worker, or any pcrson, 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 iflater than the stated date to report.
b. Employer will provide or pay the cost of return transportation and subsistence to each worker who complctes 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 and employer provides timely notification to the NPC and DHS. Daily subsistence $10.73 per day for workers with no receipts and up to $46.00 for workers with receipts.
d. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involvcd. All transportation provided by the employer will be by common carricr 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 worker, the employer will assist in making transportation arrangements.
The amount of daily subsistence will be in accordance with current rates published in Federal Register (for workers with and without receipts).
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 20 Workers' Compensation

The employer assures that Policy # MWC11690300 issued by Old ReDublic Insurance Company 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 21: Tools and Eauipment

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

Workers should report for work with their own suitable clothing including a wann jacket, waterproof work boots, and work gloves. Field temperatures may range from 30 degrees to 85 degrees with possible wet morning ground conditions.

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OTHER CLARIFICATIONS AND ASSURANCE

1. The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 65S.135

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.
6. 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 federal FLC certificate or FLCE identification card.

7. The applicant also assures that helshe complies with NYS registration requirements. Farm labor contractors anticipating employment contracting with growers or processors in New York State, growers or processors in New York State who use the services of a farm labor contractor, and growers or processors in New York State who, without using the services of a farm labor contractor, are responsible for bringing into the state five or more out-of-state migrant farm or food processing workers, including H-2A workers, arc required to register with the New York State Department of Labor and pay a registration fee in addition to any other fees that may be applicable.

8. Employees who are H2A workers are notified that they arc 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.

ATTACHMENT X

Pursuant to regulations at 20 CFR 655 .122(0), if, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(l) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must: (l) 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; (2) Reimburse the worker the full amount of any deductions made from the workers pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employers place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. 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 distances involved.

Torrey Farms Inc.

#2 **Field Locations for 2011 Storage Cabbage**

1. Root Road, Barre, NY – North East corner of Rte 98 and Root Rd. From Exit 48 Batavia take Rte 98 North (11 miles)

2. Johnny Cake Lane, Barre, NY – Take Rte 98 North from Batavia to Barre. Turn Left on Maple St. First Right is Johnny Cake Lane, go 2 miles field is on Left before Rte 31A

3. Bragg School House Road, Barre, NY – Take Rte 98 North from Batavia to Barre. Turn Left on Maple St. First Left is Bragg School House Rd., go 1 ½ miles field is on Right

4. Watson Road, Elba, NY – Take Rte 98 North from Batavia. After going thru Elba Village, turn Right on Old Rte 98, go 2 miles to second road to right – Watson Rd. Go 2 miles, fields on Right and Left side.

5. Edgerton Road, Elba, NY – Take Rte 98 North from Batavia, 1st Road past flashing light, Edgerton Rd., Turn Right go 2 miles on Right.

6. Rte 237 – Stafford, NY – From Batavia, take Rte 98 North to Elba, Turn Right on Rte 262. In Byron Turn Right on Rte 237 go 6 miles. Field is on Right side of Rte 237.

7. Griswold Rd./Rte 33, Byron, NY – From Batavia take Rte 98 North to Elba, Turn Right on Rte 262. In Byron Turn Right on Rte 237, after passing through South Byron, Griswold Road is second road to Left. Field is on Right just before Rte 33.

No street numbers assigned. No buildings at any location.