1. **Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)/ Nombre y Dirección del Empleador (Numero, calle, ciudad, código postal y teléfono)**

Florida East Coast Travel Services Inc.
George Garcia
12175 NW 98th Avenue
Hialeah Gardens, FL 33018
(305)823-1146
ggarcia@flectmex.com

As agent for:
Harris Farm
8481 Ridge Rd
Gasport, NY 14067
716-870-7951

2. Location and Direction to Work Site/Dirección del lugar de trabajo
Fields are located in Niagara County

8481 Ridge Rd
Gasport, NY 14067
Please see attached directions.

(If additional space is needed, use separate sheet of paper)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

8029 Ridge Rd

Gasport, NY 14067

Housing with Municipal water, heat and electricity.

Capacity for housing 5

Agua municipal, calor, y electricidad.

Please see attached for directions.

Numbers 4, 5, 6, 7 and 8 for State use only.

4. Industry Code/Código de Industria 111219	5. Job Order #/No. Orden de Empleo NY 1020788
6. Occupational Title and Code /Titulo Ocupacional y Código Farmworkers and Laborers, Crops 45-2092.02	
7. Clearance Order Issue Date / Fecha de Tramite	5/14/12
8. Job Order Expiration Date / Fecha de vencimiento	8/25/12

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: ~~07/08/2012~~ 6/18/2012 To/Hasta: 11/01/2012

10. No. of Worker's Requested / No. de Trabajadores Pedidos
3

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: ___40 hrs_____
Sunday / Domingo__4____ Monday / Lunes__6____
Tuesday / Martes___6____ Wednesday / Miércoles__6__
Thursday / Jueves__6____ Friday / Viernes__6___
Saturday / Sábado__6____

Six (6) hours per day, Monday through Saturday, is normal, however, the worker may be requested but not required to work additional hours per day and the Sabbath and/or federal holidays and Sunday depending upon the conditions of the crop, weather, maturity of the crop and market conditions. All workers will be required to take a one-hour lunch period in order to rest and eat their noon meal.

Seis (6) horas por día, de lunes a sábado, es normal, sin embargo, el trabajador puede ser pedido pero no ser requerido trabajar horas adicionales por día y los días de fiesta del Sabat y/o federales y el domingo dependiendo de las condiciones de la cosecha, del tiempo, de la madurez de la cosecha y de las condiciones del mercado. Requerirán a todos los trabajadores tardar un periodo de una hora del almuerzo para reclinar y comer su comida del mediodia.

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

Employer / El Empleador Yes ☐ No X
Local Office / La Oficina Local Yes ☐ No X

13. Board Arrangements / Arreglo de Alojamiento
Employer will provide free and convenient cooking and kitchen facilities to workers living in employer provided housing which will enable workers to prepare their own meals. Employer will provide transportation once per week for workers to obtain food and other necessities.

El patrón proporcionará instalaciones libres y convenientes el cocinar y de la cocina a los trabajadores que viven en la cubierta proporcionada patrón que permitirá a trabajadores preparar sus propias comidas. El patrón proporcionará el transporte una vez por la semana para que los trabajadores obtengan el alimento y otras necesidades

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos
All referrals are to be made to Nate Harris at 8481 Ridge Rd, Gasport, NY 14067 – Telephone: 716-870-7951. Collect calls will not be accepted. Walk-in applicants will be accepted. The office hours are Monday thru Friday from 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer. All interstate applicants are encouraged but not required to first contact the Job Order holding office prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, an application may be sent to the employer or a telephone interview may be requested. The employer will contact all applicants who have submitted an application by phone to conduct an interview.

employer or a telephone interview may be requested. The employer will contact all applicants who have submitted an application by phone to conduct an interview.

Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer and workers must have transportation to the job site.

Referred and Walk-In applicants should bring with them original documentation of identity and employment eligibility documents (original documents only), sufficient to complete the I-9 Form. All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation.

Todas las remisiones deben ser hechas a Nate Harris 8481 Ridge Rd, Gasport, NY 14067 - teléfono: 716-870-7951. Recoger las llamadas no será aceptado. Aceptarán a los aspirantes sin llamar. Las horas de oficina son lunes a viernes del 9:00 mañana al 11:00 mañana y el 1:00 P.M. al 3:00 P.M. Todos los aspirantes interiores locales pueden aplicarse directo al patrón. Animan a todos los aspirantes de un estado a otro pero no requerido a primero entrar en contacto con la oficina de la tenencia de la orden de trabajo antes de entrar en contacto con al patrón para cualquier información actualizada con respecto al trabajo antes de la remisión. Para las remisiones más allá de la distancia de conmutación normal, un uso se puede enviar al patrón o una entrevista de teléfono puede ser pedida. El patrón entrará en contacto con a todos los aspirantes que han presentado una solicitud por el teléfono para conducir una entrevista.

Antes de la remisión, cada trabajador debe o leer o haber leído a ellos una copia de la oferta y de ésa de trabajo entienden todas las condiciones del empleo según lo observado en la orden. Todos los trabajadores deben también ser aconsejados que los se esperará que trabajen para el periodo total de empleo según lo observado en la oferta de trabajo y deben estar disponibles trabajar en de las actividades mencionadas del trabajo en la discreción del patrón y los trabajadores deben tener transporte al sitio del trabajo.

Los aspirantes referidos y sin llamar deben traer con ellos la documentación original de los documentos de la elegibilidad de la identidad y del empleo (documentos originales solamente), suficiente llenar el formulario I-9. Todos los trabajadores dentro de la distancia de conmutación normal reclutada contra esta orden de trabajo no serán cubierta y transporte proporcionados.

15. Job Specifications / Descripción del Trabajo

Workers may perform any combination of duties consistent with harvesting Sweetcorn, Pumpkins, Squash. Workers will have to conduct general field work including but not limited to field work, pruning and maintenance of fields, trees, and farm equipment. The worker may also maintain exterior around property building; sweep and clean and maintain building; hand mowing and weed whacking around property. Requires general agricultural work and heavy lifting. Must be physically able perform Job Specifications.

The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable cost related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools. All fields are owned and controlled by the employer and the employer is not an FLC.

Los trabajadores pueden realizar cualquier combinación de funciones compatibles con la cosecha de maíz, calabazas, calabaza. Los trabajadores tendrán que realizar campo general incluyendo pero no limitado al trabajo de campo, poda y mantenimiento de campos, árboles y equipo agrícola. El trabajador también podrá mantener exterior alrededor de propiedad de construcción; barrer, limpiar y mantener el edificio; mano siega y maleza garrote alrededor de propiedad. Requiere trabajo agrícola general y pesado. Debe ser físicamente capaz de realizar las especificaciones de trabajo.

El empleador proporcionará las herramientas necesarias para realizar las tareas de trabajo descrito sin cargo alguno para el trabajador. El empleador cobrará al trabajador a un costo razonable relacionado con el trabajador negativa o negligente falla para devolver las herramientas o debido a daño intencionado de tales trabajadores o destrucción de las herramientas. Todos los campos son propiedad y están controlados por el empleador y el empleador no es una FLC.

(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	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES / SI	NO	Pay Period Periodo de Pago
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
General Labor	$10.56		N/A	Social Security / Seguro Social	X		Weekly / Semanal X
Harvesting Sweetcorn	$10.56		N/A	Federal Tax Impuestos Federales	X		
Harvesting Pumpkin	$10.56			State Tax Impuestos Estatales	X		Bi-weekly / cada 2 semanas
Harvesting Squash	$10.56			Meals / Comidas		X	
				Other (specify)/ Otro		X	Other / Otro

More Details About the Pay / Mas Detalles Sobre el Pago

a. $10.56 per hour or a higher prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the worker's total pay for the pay period hourly wages divided by his total hours worked during that pay period results in average hourly earnings of less than the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate.

b. The employer will make the following deductions: FICA taxes, income tax, cash advances, overpayment of wages; and charges for any loss to the employer due to the worker's damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker in writing. New York State income tax will be deducted.

c. Employer will _____ will not ___X___ pay the worker a bonus of $ N/A per N/A, based on Quality Picking ___N/A___ End of Season ____ Other N/A___ Anticipated date by which payments will be made: __N/A__.

d. ¾ work guarantee: The employer will guarantee to offer the worker employment for at least three-fourths of the workdays of the total periods during which the work contract and all extensions thereof are in effect, beginning with the first workday after the arrival of the worker at the place of employment and ending on the expiration date specified in the work contract or in its extensions, if any. If the employer affords the worker during the total work contract period less employment than that required under this work guarantee, the employer shall pay such worker the amount which the worker would have earned had the worker, in fact, worked for the guaranteed number of days. For purposes of this guarantee, a workday shall mean the number of hours in a workday as stated in this job order and shall exclude the worker's Sabbath and federal holidays. A worker may be offered more than the specified hours of work on a single workday, including the worker's Sabbath and federal holiday. For purposes of meeting the guarantee, however, the worker shall not be required to work for more than the number of hours specified in this job order for a workday, or on the worker's Sabbath or federal holiday. In determining whether the guarantee of employment has been met, any hours which the worker fails to work during a work day when the worker is afforded the opportunity to do so by the employer and hours of work performed, shall be counted in calculating the employment guarantee. The employment guarantee may be abated by the employer before the expiration date specified in the work contract for reasons beyond the employer's control due to an Act of God and the employer may terminate the work contract. The work guarantee will also be void from the beginning should the worker abandon or quit this employment before the end of the contract period or in the event the worker is terminated for lawful job related reason. The employer will not be liable for payment of the work guarantee with respect to an H-2A worker whom the Regional Administrator certifies is displaced because of the employer's compliance with the 50 percent rule.

e. Payroll periods wi l be weekly.

f. The employer will provide worker referred through the interstate clearance system 40 hours of work ($10.56 per hour; $422.40 per week) for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local Job Service office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system the appropriate wage rate per hour for the first week starting with the originally anticipated date of need. The employer will ____ will not ___X___ require worker to perform alternative work if the guarantee cited in this section is invoked. If worker referred fails to notify the order-holding office of continued interest in the job at least 5 days before date of need, worker will be disqualified from the above-mentioned assurance.

h. The employer assures that accurate and adequate records will be kept, and that authorized representatives of the State of Labor, the worker and worker representative will be given access to the records of the worker's earnings.

g. $10.56 por hora o una tarifa de salario que prevalece más alta, si fuera aplicable, se garantiza como mínimo por todas las horas trabajadas durante un período de paga. Si la paga total del trabajador para el período de paga de las ganancias de la pedazo-tarifa y de los salarios cada hora divididos por sus horas totales trabajó durante ese período de paga da lugar a las ganancias cada hora medias menos que el precio por hora garantizado, el trabajador será paga proporcionada de la acumulación al precio por hora mínimo garantizado.

h. El patrón hará las deducciones siguientes: Impuestos de FICA, impuesto sobre la renta, anticipos, pago excesivo de salarios; y las cargas para cualquier pérdida al patrón debido al daño del trabajador o la pérdida de artículos del equipo o de la cubierta donde se demuestra que el trabajador es responsable, cualesquiera otras deducciones expreso autorizaron por el trabajador en la escritura. Se deducirá impuesto del estado New York .

i. El patrón _____ no paga de X el trabajador una prima de $ N/A por N/A, basada en la calidad que escoge finales N/A de la estación la otra fecha anticipada N/A por la cual los pagos serán hechos: __N/A.

j. del trabajo del ¾ del : El patrón garantizará para ofrecer el empleo por lo menos tres cuartos del trabajador de los días laborables de los períodos totales durante los cuales el contrato de trabajo y todas las extensiones de eso están en efecto, comenzando con el primer día laborable después de la llegada del trabajador en el lugar del empleo y terminando en la fecha de vencimiento especificada en el contrato de trabajo o en sus extensiones, si las hay. Si el patrón produce a trabajador durante el plazo de ejecución total de trabajo menos empleo que lo requerida bajo esta garantía del trabajo, el patrón pagará a tal trabajador la cantidad que el trabajador habría ganado tenía el trabajador, de hecho, trabajado para el número garantizado de días. Con objeto de esta garantía, un día laborable significará el número de horas en un día laborable según lo indicado en esta orden de trabajo y excluirá el Sabat y los días de fiesta federales del trabajador. Un trabajador puede ser ofrecido más que las horas especificadas de trabajo sobre un solo día laborable, incluyendo el Sabat del trabajador y el día de fiesta federal. Con objeto de resolver la garantía, sin embargo, no requerirán al trabajador trabajar para más que el número de horas especificadas en esta orden de trabajo por un día laborable, o en el Sabat o el día de fiesta federal del trabajador. En la determinación de si la

garantía del empleo se ha resuelto, cualquier hora que el trabajador no pueda trabajar durante un día del trabajo en que producen al trabajador la oportunidad de hacer así que por el patrón y horas de trabajo realizadas, será contado en el cálculo de la garantía del empleo. La garantía del empleo se puede disminuir por el patrón antes de la fecha de vencimiento especificada en el contrato de trabajo por razones más allá del control del patrón debido a fuerzas mayores y el patrón puede terminar el contrato de trabajo. La garantía del trabajo también será vacía del principio si el abandono del trabajador o parar este empleo antes de que el extremo del plazo de ejecución o en el acontecimiento el trabajador se termine por razón relativa al trabajo legal. El patrón no será obligado para el pago de la garantía del trabajo con respecto a un trabajador de H-2A a que el administrador regional certifique se desplace debido a la conformidad del patrón con la regla del 50 por ciento.

k. Los períodos de nómina de pago serán semanales.

l. El patrón proporcionará a trabajador referido a través del sistema de un estado a otro de la separación 36 horas del trabajo ($10.56 por hora; $380.16 por semana) para el principio de la semana con la fecha anticipada de la necesidad, a menos que el patrón haya enmendado la fecha de la necesidad notificando la oficina local del servicio del trabajo no más adelante de 10 días antes de la fecha de la necesidad. Si el patrón no puede notificar la oficina de la orden-tenencia, después el patrón pagará a trabajador elegible referido a través del sistema de la separación la tarifa de salario apropiada por la hora la primera semana que comienza con la fecha original anticipada de la necesidad. El patrón X _____ no requerirá a trabajador realizar el trabajo alternativo si la garantía citada en esta sección se invoca. Si el trabajador referido no puede notificar la oficina de la orden-tenencia del interés continuo en el trabajo por lo menos 5 días antes de la fecha de la necesidad, descalificarán al trabajador del aseguramiento antedicho.

m. El patrón asegura que los expedientes exactos y adecuados serán guardados, y que los representantes autorizados del estado del trabajo, del trabajador y del representante del trabajador serán dados el acceso a los expedientes de las ganancias del trabajador.

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

17. Transportation Arrangements / Arreglos de Transportación

For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for costs incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. The daily subsistence while in travel will be no less than $11.13 per day without receipts and up to $46.00 per day with receipts as the maximum amount to be reimbursed. If the worker completes the work contract period, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract, has agreed to pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer is not required to provide or pay for such expenses.

For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters, and the employer's worksite and return without cost to the worker.

The employer assures that all employer provided transportation meets all applicable local, state and federal requirements.

Para los trabajadores contratados más allá de distancia de conmutación normal, después de la terminación del 50 por ciento del plazo de ejecución de trabajo, el patrón reembolsará a trabajador para los costes contraídos por el trabajador para el transporte y la subsistencia diaria, según los requisitos de regulaciones de DOL, del lugar de el cual el trabajador ha venido trabajar para el patrón al lugar del empleo. La subsistencia diaria mientras que en recorrido no será ningún menos de $11.13 por día sin recibos y hasta $46.00 por día con los recibos pues la cantidad máxima que se reembolsará. Si el trabajador termina el plazo de ejecución de trabajo, el patrón proporcionará o pagar el transporte y la subsistencia diaria del trabajador del lugar del empleo al lugar de el cual el trabajador, sin hacer caso del empleo de intervención, vino trabajar para el patrón, o, si el trabajador ha contratado con un patrón subsecuente que no ha acordado en ese contrato proporcionar o pagar el transporte del trabajador y los gastos de estancia diarios de las obras del patrón a las obras de tal patrón subsecuente, el patrón preverá o pagará tales costos; salvo que, si el trabajador ha contratado para el empleo con un patrón subsecuente que, en ese contrato, tiene acordaron pagar el transporte del trabajador y los gastos de estancia diarios de las obras del patrón a las obras de tal patrón subsecuente, el patrón no se requiere para prever o para pagar tales costos.

Para los trabajadores que residen en la cubierta del patrón, el patrón proporcionará el transporte entre los cuartos vivos del trabajador, y las obras y la vuelta del patrón sin coste al trabajador.

El patrón asegura que todo el patrón proporcionó el transporte cumple todo el local aplicable, estado y requisitos federales.

(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 área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(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 quo le paga al Contratista Agrícola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes X No ☐

20. Workers' compensation insurance provided? Indemnización por accidence 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

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") / NONE
Enumere toda huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")

24. Address of Order Holding Office (Include Telephone number)/Dirección de la Oficina donde se Radico la Oferta (Incluya numero de teléfono)	25. Name of Local Office Representative (Include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de teléfono)
New York State Department of Labor One Stop Office Nearest to you	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 de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.

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

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.

Public Burden Statement

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents' obligation to reply to these requirements is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this collection is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA 790 (Rev. July 2009)

New York State Department of Labor
FORM ETA 790 Attachment #1
Terms and Conditions/Clarifications and Assurances

Job Order Number: _____

A: CLARIFICATION OF ITEMS ON FORM ETA 790

Item 3: Housing

a. Housing and utilities are provided at no cost to H-2A workers and those workers in corresponding employment 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 15: 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 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 acts of misconduct; or
   3) ~~Fails, after completing any training or break-in period, to reach production standards.~~ ET
   4) Abandons Job ("Job Abandonment") – is absent for five consecutive previously scheduled days without prior notification to employer.

SECTION APPROVED BY NATIONAL PROCESSING CENTER ON

Item 16: Wage Rates, Special Pay Information and Deductions

The employer will offer, advertise in its recruitment, and pay a wage that is the highest of the AEWR, 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 AEWR requires an increase such increase will be paid as of the effective date of the increase. Also if the AEWR is decreased this will become the wage effective of the date of the decrease.

~~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.~~ C.C. 05/31/2012

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 deductions are illegal.

c. The employer guarantees to offer employment for a minimum of ¾ ("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 (as determined by the Certifying Officer) the ¾ 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, as applicable. If such a transfer is not affected, the employer must (1) 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 H2A 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 the 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 provide the guarantees in Item 17 (a) below.

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. Workers who are terminated for cause or who voluntarily abandon their job are not entitled to this guarantee if employer provides timely notification to the NPC and DHS.
   On or before each payday the employer will provide to each worker in one or more written statements the following information: (1) the workers total earnings for the pay period; (2) the workers hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the ¾'s guarantee as determined in paragraph (i) of the regulations at 20 CFR sec. 655.122(k), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; (8) the employer's name, address, and FEIN.
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 ($11.13 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 fire, weather or an Act of God (as determined by the Certifying Officer), from place of employment to place of recruitment, except if the worker prefers not to return to his place of recruitment and has subsequent employment with an employer – see Item 16 (c) above. 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.
b. 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. The amount of daily subsistence will be in accordance with current rates published in the *Federal Register* (for workers with and without receipts).
c. If requested by the worker, 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.

Item 21: 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 655.135.
2. The employer will expeditiously notify the State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.
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. The employer will provide to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the workers in a language understood by the worker
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 assures that he/she 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, are 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.

Employer Signature_____

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New York State Department of Labor

Form ETA 790 Attachment #2 – Additional Information

Item 1:

Employer Email: nvharris@rochester.rr.com **Agent Email:** ggarcia@flectmex.com

Employer Fax: N/A **Agent Fax:** 305-556-8839

Item 13: Board Arrangements

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.
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 15: Job Specifications

The employer will provide N/A days of training and/or allow N/A days of work for worker to reach production standards if applicable.

Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to: N/A

Item 16: Wage Rates, Special Pay Information and Deductions

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 State agency no later than 10 business days before the date of need. If the employer fails to notify NYS Department of Labor office, then employer shall pay an eligible worker referred through the clearance system $422.40 for the first week starting with the originally anticipated date of need. If worker referred fails to notify the NYS Department of Labor 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 ☒ require worker to perform alternative work if the guarantee cited in this section is invoked.
Alternative work: N/A
Employer will maintain adequate payroll records. Workers will be paid weekly O= Friday for work through the previous Tuesday

Item 20: Workers' Compensation

The employer assures that Policy # Z12562567 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 Chicago Processing Center before certification is granted.