U.S. Department of 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 (Número, calle, ciudad, y código postal)

Lynn-Ette & Sons, Inc.
1512 Kent Road
Kent NY 14477

Telephone number/teléfono: (585)-682-4435 Fax: (585)682-4968

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

4. Industry Code / Código de Industria: 1112
5. Job Order # / No. Orden de Empleo: NY1040106
6. Occupational Title and Code / Título Ocupacional y Código: Farmworker, and Laborers, Crop 45-2092.02
7. Clearance Order Issue Date / Fecha de Tramite: 11/2/12
8. Job Order Expiration Date / Fecha de vencimiento: 4/1/13

2. Location and Direction to Work Site / Dirección del lugar de trabajo 2231 Youngstown Wilson Rd. Ransomville, NY 14131 / 1512 Kent Rd., Kent, NY 14477
Rt 18 to Kent Road 2/10 Mile North on Left
up to Ransomville Rd, 2 mi turn right, 2 farm on right
Worksite owned and operated by employer! EJ 10/31/12
(If additional space is needed, use separate piece of paper)

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

Barracks/Barracas
Number/Numero Total Capacity/Capacidad Total

Golden "H" Camp (60 Capacity) 2229 Youngstown-Wilson Road Ransomville NY

(See attachment / para más detalles vea Pg 1)

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

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From / Desde: 01/01/2013 To / Hasta: ~~11/30/2013~~ 6/30/2013

EJ per employer 11/2/12

10. No. of Workers Requested / No. de Trabajadores Pedidos 12

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

Sunday / Domingo	X	Monday / Lunes	7
Tuesday / Martes	7	Wednesday / Miercoles	7
Thursday / Jueves	7	Friday / Viernes	7
Saturday / Sabado	5		

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

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

13. Board Arrangements / Arreglo de Alojamiento

Yes/Si Workers must buy and prepare own meals. / Los trabajadores compraran y prepararan sus propios alimientos.

(See attachment / para más detalles vea Pg 1)

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos

Contact Employer Directly During Normal Business Hours or Nearest One Stop Office **Laurie Gregori Office Phone (585)682-4435**
Contactar el Negocio Directamente Durante las Horas Normales de Negocio o la Oficina "One Stop" lo Mas Cerca

15. Job Specifications / Descripción del Trabajo

Will Pack Cabbage and Butternut squash for storage and shipment, performing and combination of the following duties: line box, carton, or crate with treated paper, card board, excelsior, or prepared padding, places rows of produce in layers in containers placing separators as required, washed and trims produce, preparatory to packing, working in warehouse. May sort produce according to size, color, or grade before packing. May weigh produce and add or remove produce from container specified weight. Floors will be swept and barn will be completely cleaned at the end of each work day. Work requires standing, sitting, lifting up to 55 lbs and kneeling. Will need to be able to work with butcher knives while trimming cabbage on packaging line. Proper Hygiene will be required for GAP requirements.

RECEIVED
OCT 31 2012

(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)

NATIONAL PROCESSING CENTER
OK ON 11/26/11
DATE

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciónes (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, ect.)	Deductions / Deducciónes	YES SI	NO	Pay Period Periodo de Pago
All Vegetables	10.56	N/a		Social Security Seguro Social	X		Weekly / Semanal
				Federal Tax Impuestos Federales	X		X
Manual Labor Tasks	10.56	N/a		State Tax/Impuestos Estatales	X		Bi-weekly / cada 2 sem.
				Meals (comidas)		X	
				Other (specify)/ Otro		X	Other / Otro

More Details About thePay/Más Detalles Sobre el Pago

(See Attachment/Vea Anexo Pg 1 & 2)

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

17. Transportation Arrangements / Arreglos de Transportación (Please explain)

(See Attachment/Vea Anexo) **See Attachment # 4 – Item #10**

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

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si ☐ No X If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agricola para cada actividad?

19. Unemployment Insurance provided / Seguro por Desempleo: Yes X No ☐

20. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes X No ☐

21. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes X No ☐

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

None/Ninguno

23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/ Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")

None/Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)

New York State Department of Labor ET 10/31/12
One Stop Office Nearest You (585) 589-5335

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono)

New York State Department of Labor ET 10/31/12
One Stop Office Nearest You (585) 589-5335

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. Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos.

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

Daniel Roberts

Date: 10/31/2012

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractuales a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB control number. **This is public information and there is no expectation of confidentiality.** Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, D.C. 20210.

STATE OF NEW YORK **ATTACHMENT 1**
DEPARTMENT OF LABOR **ORDER NO. _____**

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. Pursuant to DOL regulations 20 CFR 655.122(q), a copy of the Work Agreement and/or Job Order shall be posted in the labor camp and be made available. Worker will be provided no later that 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 worker in a language understood by the worker as necessary or reasonable. Employee will sign receipt of work contract . The working conditions of this order comply with the applicable Federal and State employment related laws and agrees to abide by the regulations at 20 CFR 655.135., Assurances and 20 CFR 653.501.

(b) Duly authorized State and Federal representatives (including outreach workers) will be allowed reasonable access to the workers during normal working hours.

(c) Workers hired under this order will be required to show evidence of right to work in the United States.

(d) Workers must be able to demonstrate that they are physically able to perform the work specified in this Job Order. The employer ~~will provide three (3) days of training and/or allow~~ 5 ~~days of~~ work for worker to reach production ~~standards as stated on Form~~ ETA 9142 Item E: Job ~~Duties.~~

(e) Workers will be covered by Workers' Compensation. (**See attachment #_5_ - Item #(11)**
(f) Workers (will) **(will not)** be covered by Disability Benefits.
(g) Work performed under this order **(will)** (will not) be covered by Unemployment Insurance.
(h) The employer (will) **(will not)** pay overtime.

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

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

ITEM # 1- (a) Starting Date: The employer may amend the starting date of need by informing the order holding office no later than **12/18/2012**. If the employer fails to amend the date of need, the employer shall pay eligible workers referred through the interstate clearance system a minimum rate of the current Adverse Effect Wage Rate (AEWR) for each eight (8) hour work day in the first week on which those workers were present and available for work and no work specified in the Job Order (Item #11) is provided.

(a) 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 **12/19/2012** no later than **12/25/2012** will disqualify the worker from the above assurance.

(b) Ending date: No extension of employment beyond the period of employment in the Job Order shall relieve the employer from paying wages already earned, transportation/subsistence expenses and bonuses if applicable.

Item # 2- (a) Employer will not accept referrals of crew leaders currently acting in violation of the Migrant and Seasonal Worker Protection Act (MSPA).
(b) Employer will negotiate any and all crew leader fees directly with the crew leader.
(c) Crew Leaders anticipating employment in New York State will be required to register with the New York State Department of Labor and pay a $200.00 crew leader registration fee in addition to any other fees that may be applicable.

Item # 3- Total number of Diversified Crop workers needed 12

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

The employer will abide by the first week guarantee covered under DOL regulations at 20 CFR 653.501.The employer will offer, advertise in its recruitments, and pay that is the highest of the AWER, the prevailing hourly wage of **$10.56 /per Hour** 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 AWER is decreased this will become the wage effective of the date of the decrease.

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

(b) Employer will maintain adequate payroll records. Workers will be paid weekly on **Friday** for work through previous **Sunday through Saturday** . A written statement showing (1) employers full name and address and Federal ID No, (2) worker's social security number, (3) total hours actually worked or total number of units, if piece rate,and the hours of employment offered to the worker. , (4) total earnings for the pay period, and (5) deductions will be furnished the worker each pay day.(6) the prevailing hourly wage of **$10.56 /per Hour** or piece rate.
(7) the beginning and ending dates of the pay period.

ET 11/2/12

(c) 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 no 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.

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

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

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

When worker is terminated under any of these provisions, or if the worker voluntarily terminates his employment, the employer shall not be liable for the three-fourths guarantee.

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

Workers are expected to work at least the number of days and hours specified on the Job Order. However, depending on weather, crop or other conditions, workers may be requested, but not required, to work up to six days per week and/or on their Sabbath and up to **10** hours per day.

ITEM# 5- Employer will furnish to workers, without cost, all tools, supplies or equipment required in the performance of the duties assigned. Workers should report to work with their own suitable work clothing. We have **no** tolerance for any kind of weapons not suitable to be carried during work hours or in any housings that are considered dangerous beyond tools supplied by employer.

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

CORRECTION APPROVED BY NATIONAL PROCESSING CENTER ON

STATE OF NEW YORK
DEPARTMENT OF LABOR

ATTACHMENT NO. 4
ORDER NO.

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

01/01/2013 – ~~11/30/2013~~ 06/30/2013 Pack Vegetables

Item #6 – Board Arrangements

(a) Employer (will) (**will not**) provide three meals per day and will deduct $ N/A per day. (Deductions will not depress the minimum wage).
(b) Employer (**will**) (will not) furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.
(c) Employer (**will**) (will not) provide transportation to the assure workers access to stores where they can purchase groceries and/or other incidentals

Item #7 - Housing

a. Housing and utilities are provided at no cost to H2-A 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 # 8- In order to assure the most effective referral and placement of workers, all referrals Should be made during normal business hours: **8:00 AM to 5:00 PM**

In addition, if the person designated as the contact person on the Summary of Employment Conditions sheet attached to this order is not available, for an extended period of time, there will be someone available at the farm to effectuate referrals.

Item #9 – Collect calls will be accepted only from government officials.

Item # 10- Employer agrees to reimburse inbound transportation and subsistence expenses (**$11.13** per day without receipts, Max. of **$46.00** per day with receipts) to each worker, or any person, government agency or private organization which, on behalf of the worker has paid or advanced such transportation and subsistence expenses, from the residence, place of last employment or place of recruitment to the job site after the worker has completed **50 percent of the Contract period.**

(b) The employer assures that the employers bears and pays transportation related expenses either directly to the provider of travel or indirectly to reimburse the worker.

(c) If, before the expiration date specified in the work contract, the services 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 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)(1) of this section. Employer will 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 will:

(1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers;

(2) Reimburse the worker the full amount of any deductions made from the worker's pay be 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 employer's place of employment.

(d) The amount of transportation payment will not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distance involved.

(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.

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

Item # 11: <u>Workers Compensation</u>

The Employer assures that **Policy# Z 1444226-3** issued by **NYS Insurance Fund** provides the required insurance for injuries arising out of and in the course of the employment.

- Name and Address of Policyholder(s) **Lynn-Ette & Sons, Inc. , 1512 Kent Rd., Kent, New York 14477**

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

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

STATE OF NEW YORK
DEPARTMENT OF LABOR

ATTACHMENT NO. 7
ORDER NO. _

AGRICULTURAL CLEARANCE CHECKLIST
SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. NAME OF EMPLOYER: **Lynn-Ette & Sons, Inc.**

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

3. CONTACT PERSON: Darren Roberts

4. PERIOD OF EMPLOYMENT: **From: 01/01/2013 To: ~~11/30/2013~~** 6/30/2013 ES per employer 11/2/12

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

6. CROP- ACTIVITY- WAGE

crop/activity	hourly wage	piece rate *	production unit	hourly rate
All Vegetables	**10.56**	N/a		**10.56**

7. WORK TASKS TO BE PERFORMED: **Regular: Hand HarvestVegetables**

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

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

9. HOUSING: Housing can accommodate 12 people. **Individual: 12 Families: 0**

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

STATE OF NEW YORK
DEPARTMENT OF LABOR

ATTACHMENT NO. 8
ORDER NO.

11. DEDUCTIONS:

Type:	Amount:
Social Security	$ As required
Federal/State Withholding Tax	$ As required
Meals	$ N/A
Other	$ N/A

12. **NOTES TO WORKER**

A copy of the full job order is available for inspection in this office. The employer has guaranteed your first week wages unless he notifies this Department of Labor Office of a later starting date by 12/18/12 ET 10/31/12

In order for you to be eligible for this guarantee, you must contact the Dept. of Labor Office during the period of 12/19/12 and 12/25/12, **at:**

(585) 581-5335 ET 10/31/12

Any Department of Labor Job Service Office will assist you in doing this.