



**U.S. Department of Labor  
Employment and Training Administration**

OMB Control No. 1205-0134  
Expiration Date: October 31, 2015

**Agricultural and Food Processing Clearance Order ETA Form 790  
Orden de Empleo para Obreros/Trajajadores Agrícolas y Procesamiento de Alimentos**

(Print or type in each field block-To include additional information, go to block #28- Please follow Step-by Step instructions  
(Favor de usar letra de molde en la solicitud-Para incluir información adicional ve el punto # 28-Favor de seguir las instrucciones paso a paso)

<p>1. Employer's and /or Agent's Name and Address (Number, Street, City, State and Zip Code/ Nombre y Dirección del Empleador/Patrón y/o Agente (Numero, Calle, Estado y Código Postal): <b>Bieler Enterprises</b> 976 State Route 13 Williamstown, NY 13493</p> <p>a) Federal Employer Identification Number (FEIN)/Número federal de identificación del Empleador 81-0606194</p> <p>b) Telephone Number/Numero de Teléfono (315) 964-0048</p> <p>c) Fax Number/ Numero de Fax (315) 964-0048</p> <p>d) E-Mail Address/ Dirección de Correo Electrónico: Bielersberries@gmail.com</p>	<p>Nos. 4 through 8 for STATE USE ONLY Numeros 4 a 8 para USO ESTADAL</p>																
<p>2. Address and Directions to Worksite/ Domicilio y Direcciones al lugar de trabajo 976 State Rt.13, 1 ½ miles south on NY Rt. 13 from the junction with NY St. Rt. 104.,  <i>Worksite owned and operated by employer. EJ 3/5/13</i></p>	<table border="1"> <tr> <td data-bbox="829 338 1209 499"> <p>4. SOC(O*Net/OES) Occupational Code/Código Industrial: 45-2042.02</p> <p>a. SOC (O*Net/OES) Occupational Title/Título Ocupacional <i>Farmworker and Laborer, Crop</i></p> </td> <td data-bbox="1209 338 1580 499"> <p>5. Job Order No./Num. de Orden de Empleo  M1051401</p> </td> </tr> </table>	<p>4. SOC(O*Net/OES) Occupational Code/Código Industrial: 45-2042.02</p> <p>a. SOC (O*Net/OES) Occupational Title/Título Ocupacional <i>Farmworker and Laborer, Crop</i></p>	<p>5. Job Order No./Num. de Orden de Empleo  M1051401</p>														
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<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda 974 State Rt.13, 1 ½ miles south on NY Rt. 13 from the junction with NY St. Rt. 104.,</p> <p>a) Description of Housing / Descripción de la vivienda One wood frame unit at 974 NY Rt. 13 in Williamstown. Barracks style with housing capacity of 2. All furnishings and equipment supplied by the employer, e.g., furniture, eating and cooking utensils; and utilities available, such as gas, electricity, heat</p> <table border="1"> <thead> <tr> <th>Barracks/Barracas</th> <th>Total Capacity/Capacidad Total</th> </tr> <tr> <th>Number/Numero</th> <th>1</th> <th>2</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> </tbody> </table>	Barracks/Barracas	Total Capacity/Capacidad Total	Number/Numero	1	2	1			<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): (877) 466-9757</p> <p>a. 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) (877) 466-9757</p> <p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo 3/5/13</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo <del>01/13</del> 5/3/13</p> <p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo From/ Desde: 5/3/13 To / Hasta: 11/15/13</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados 2</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total:42</p> <table border="1"> <tr> <td>Sunday /Domingo</td> <td>Thursday /Jueves 7</td> </tr> <tr> <td>Monday /Lunes 7</td> <td>Friday / Viernes 7</td> </tr> <tr> <td>Tuesday / Martes 7</td> <td>Saturday / Sábado 7</td> </tr> <tr> <td>Wednesday / Miércoles 7</td> <td></td> </tr> </table> <p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada Hours worked each day will depend on condition of crops, weather</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de  Employer / Empleador: Yes / Si <input type="checkbox"/> No X</p>	Sunday /Domingo	Thursday /Jueves 7	Monday /Lunes 7	Friday / Viernes 7	Tuesday / Martes 7	Saturday / Sábado 7	Wednesday / Miércoles 7	
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<p>14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar</p> <p><b>Yes/Si</b> Workers must buy and prepare own meals. Kitchen facilities, pots, pans, dishes and utensils provided</p> <div style="text-align: right; margin-top: 20px;"> </div>																	

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Veá las instrucciones para más detalles.

Contact Employer Directly- Thomas Bonoffski (315) 964-0048 or Nearest One Stop Office at ~~(315) 591-9000~~

ET 3/5/13

16. Job description and requirements / Descripción y requisitos del trabajo

Perform any of the following tasks which may include but are not limited to tasks involved in the planting of new fruit stock/vines, cultivating and harvesting of cranberries. Operate tractors, sod cutters and other machinery or equipment to fertilize, cultivate, harvest, and spray fields and plants. Inspect plants and report/record conditions to supervisor. Haul and spread fertilizer or other materials to condition soil, using wheelbarrows or carts and shovels. Maintain, monitor and/or repair irrigation and pump control systems. Clean work areas, and maintain grounds. Must be physically able to lift up to 80 pounds. 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 0 degrees to 90+ degrees F and work may be done in the rain, snow, mud, wind and sun. Due to health and safety concerns relating to pesticide application and the operation of equipment on our farm, workers are required to have the ability to comprehend simple oral and written instructions in English. After hiring, employer may conduct random drug tests at employer's expense. Workers referred against this order must have a minimum of 1 months experience. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si  No  If yes, number of months preferred: / Si es así, numero de meses de experiencia: 1 months experience

2 Check all requirements that apply

Certification/License Requirements / Certificación/Licencia  
Requisitos

Driver Requirements / Requisitos del conductor

Employer Will Train / Empleador entrenará o adiestrará

Extensive Sitting / Estar sentado largos ratos

Exposure to Extreme Temp. / Expuesto a Temperaturas  
Extremas

Lifting requirement / Levantar o Cargar 80 lbs./libras

Repetitive Movements / Movimientos repetitivos

Criminal Background Check / Verificación de antecedentes  
penales

Drug Screen / Detección de Drogas

Extensive Pushing and Pulling / Empujar y Jalar Extensamente

Extensive Walking / Caminar por largos ratos

Frequent Stooping / Inclinandose o agachándose con frecuencia

OT/Holiday is not mandatory / Horas Extras (sobre tiempo) /

Días Feriados no

obligatorio

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)								
Crop Activities	Hourly Wage	Piece Rate/Unit(s)	Special Pay (bonus,etc)	Deductions	Yes/Si	No	Pay Period/ Período de Pago	
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones				
Farm equipment operation	\$10.91			Social Security / Seguro Social	X	<input type="checkbox"/>	Weekly / Semanal	
Cranberries	\$10.91			Federal Tax / Impuestos Federales	X	<input type="checkbox"/>	X	
				State Tax /Impuestos Estatales	X	<input type="checkbox"/>	Bi-weekly/ Quincenal	
				Meals / Comidas	<input type="checkbox"/>	X	<input type="checkbox"/>	
				Other (specify) / Otro (especifica)	<input type="checkbox"/>	X	Monthly/Mensual	
							<input type="checkbox"/>	Other/Otro
							<input type="checkbox"/>	

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

19. Transportation Arrangements / Arreglos de Transportación

Employer will provide transportation from the employer provided housing to the actual work site and return at the end of the day. Transportation will meet all requirements at CFR 655.122(h)

(See Attachments/Vea Anexos #2 & # 3)

20. 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 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 X

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si  No X

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si X No

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores?

Yes/Si X No

24. 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

25. 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 incidentes de este tipo, indique "Ninguno".)

None/Ninguno

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Si  No

27. 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

Thomas Bonoffski Manager  
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Thomas Bonoffski Manager 2/27/13  
Employer's Signature / Firma / Título del Empleador Date / Fecha

**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 Employment and Training Administration (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 American Job Center constitute a contractual job offer to which the American Job 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 (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job 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, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

**DECLARACION DE CARGA PÚBLICA**

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el número de la sección e incluya archivos adjuntos, si es necesario

20 CFR 653.501  
Assurances

**INTRASTATE AND INTERSTATE CLEARANCE ORDER**

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the OHO 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 the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name      Thomas Bonoffski      Date: 2/27/13

Employer's Signature      

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

**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 16: 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) Abandons Job ("Job Abandonment") – is absent for five consecutive previously scheduled days without prior notification to employer.

**Item 17: 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 AEW, 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 AEW requires an increase such increase will be paid as of the effective date of the increase. Also if the AEW 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.
- 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  $\frac{3}{4}$  ("three fourths guarantee") of the hours in the workdays during the period of the contract, and all extensions thereof. This guarantee begins with the first workday after the worker's arrival at the place of employment and ends on the date specified on the job order or

extensions thereof. In fire, weather or Act of God terminations (as determined by the Certifying Officer) the  $\frac{3}{4}$  guarantee period ends on the date of termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, 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 to 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.
- e. 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  $\frac{3}{4}$ '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.
- 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.

**Item 19: 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.
- c. If requested by the worker, the employer will assist in making transportation arrangements.
- d. Employer will provide transportation, at no cost to the worker, from the employer provided housing to the actual work site and return at the end of the day.

**Item 23: 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 Thomas Bonoffski

**New York State Department of Labor**  
**Form ETA 790 Attachment #2 – Additional Information**

**Item 1:**

**Employer Email:**

**Agent Email:**

**Employer Fax:**

**Agent Fax:**

**Item 14: 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 16: Job Specifications**

The employer will provide 0 days of training.

**Production Standards** (if applicable): N/A

**Item 17: Wage Rates, Special Pay Information and Deductions**

The employer will provide workers referred through the interstate clearance system 42 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 \$458.22 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:

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

**Item 22: Workers' Compensation**

The employer assures that Policy # Z 1424 414-9 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.

## **ADDENDUM TO ORDER NO. NY WORK RULES**

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected by the employer. Violation of lawful job-related requirements including these work rules may result in discipline or discharge. Penalties for infractions may include suspension work without pay for the remainder of the day, or for up to three (3) days at the sole judgment of the employer, depending on the seriousness of the infraction, the worker's prior record and other relevant factors. Repeated or serious infractions may result in discharge.

1. Workers must perform their assigned work in a manner in accordance with the provisions of the work order. Sloppy work including damage to crop by walking on plants, the handling of crops so roughly as to damage them will not be tolerated.
2. Use or possession of alcoholic beverages is not permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing, at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be immediate cause for termination.
3. Excessive absences will not be permitted. This is regular everyday work for which employees are expected to be present, able and willing to perform every scheduled work day. This is not sporadic or "day work."
4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas.
5. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas.
7. Workers may not drop paper, cans, bottles and other trash in fields, packing house area or on housing premises. Trash and waste receptacles must be used.
8. Workers may not take unauthorized breaks from work.
9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge
10. Workers may not enter employer's premises without authorization.

11. Workers may not begin work prior to scheduled starting time or continue working after stopping time.
12. Workers living in employer's housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.
13. Workers may not deliberately restrict production.
14. Any worker who physically threatens another worker, farmer or any supervisor with any tool or weapon will be subject to immediate discharge.
15. Workers may be discharged for fighting on the employer's premises, including housing premises, at any time.
16. Workers may not post or remove any notices, signs or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.
17. Workers will be discharged if they steal from fellow workers or from the employer.
18. Workers may not falsify identification, personnel, medical, production or other work related records.
19. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees.
20. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
21. Workers may not misuse or remove from the farm premises without authorization from the supervisor, any employer property such as trucks, and other vehicles, beds, refrigerators, tools etc.
22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office.
23. Workers must follow supervisor's instructions.
24. After hiring, employer may conduct random drug tests at employer's expense.

## Housing Rules

*Buckley Enterprises*

ET  
3/5/13

This housing is temporary in-season housing provided for migrant agricultural workers employed by ~~Anyela's Vineyard~~ LLC who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of the employer-provided housing. For the protection of the employer and employer's property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will subject to disciplinary action, which may include termination of the employment and/or removal from the housing.

1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they have been assigned. Workers may only sleep in rooms, areas or units as assigned by the employer or designated supervisor.
2. Where workers are assigned to bunk beds, workers may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants.
3. No person not assigned to the housing unit by the employer may occupy a bed or stay overnight in the housing unit.
4. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and in good repair, in compliance with applicable US government OSHA regulations. Workers will be required to keep the exterior area surrounding the housing clean and clear of debris.
5. Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor.
6. Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition.
7. No cooking is permitted in sleeping rooms or any other non-kitchen areas.
8. No cooking grease is to be dumped down the sink, nor out the window. Grease should be put in a tin can or disposed in the garbage dumpster.
9. Occupants are forbidden from removing batteries from smoke detectors for any reason.  
**VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.**
10. Occupants must not drop paper, cans, bottles, personal items or other trash in the housing units yard or surrounding area. Trash and waste receptacles must used. Lids **MUST** remain on these receptacles as required by law.
11. Workers living in employers housing may not entertain guests in or on housing premises after 10:00 Sunday through Friday, nor after 12 midnight on Saturday.
12. Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00PM Sunday through Friday, nor after 11:00 PM on Saturday.
13. Fighting, horseplay, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be a cause for termination and removal from the housing.
14. Any worker who verbally or physically threatens another person with any tool or weapon **WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**

15. Occupants may not post nor remove any notices, signs, posters, bulletin boards or other such documents from the employer provided housing without specific authority from the employer.
16. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer or the property belonging to other employees.
17. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on. NO electric heaters are to be used.
18. Occupants may not remove beds, refrigerators, stoves, tables, chairs etc., or any other equipment from the housing premises without the specific authorization from the employer. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
19. Occupants must not deface, damage or destroy the housing or contents. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishing other than that caused by normal wear and tear, the reasonable repair or replacement costs of the damaged or lost property may be deducted from the worker's wages.
20. **WORKERS WILL BE DISCHARGED** for stealing from the employer or from other workers.
21. The use or possession of illegal drugs will be cause for immediate termination and removal from the housing.
22. Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer.
23. Workers will not knowingly or deliberately engage in any type of behavior or take an action which might cause the housing or the grower to be out of compliance with any local, state or federal law.
24. Occupants must notify their supervisor if any fire extinguisher has been discharged for any reason.
25. Occupants are prohibited from smoking inside the housing facilities. Smoking is only allowed in outside designated areas.
26. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited in the employer provided housing. Use or possession of alcoholic beverages or illegal drugs, failing or refusing to take a drug test will be **CAUSE FOR IMMEDIATE TERMINATION.**