



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

MAR 21 2011

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, Estado y Código Postal)

Voelpel Farms Inc.
2770 West Creek Road
Newfane, NY 14108

Attn: Jane M. Voelpel

**Nos. 4 - 8 for STATE USE ONLY
Números 4 a 8 para USO ESTATAL**

4. Industry Code/Código Industrial

111219

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

NY0975108

6. Occupational Title and Code / Título Ocupacional y Código

Farmworkers + Laborers, Crop 45-2092.02

7. Clearance Order Issue Date / Fecha de Tramite

MAR 22 2011

8. Job Order Expiration Date / Fecha de Expiración

9/6/11

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: 06/01/2011 To/Hasta: 12/10/2011

Telephone number/Teléfono: 716-778-9649

Fax: 716-778-5468

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo
2770 West Creek Road, Newfane, NY. Route 78 North from Lockport,
Left onto Ide Road, Left on West Creek Road

10. No. of Workers Requested / Num. de Trabajadores Solicitados
20

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

Sunday / Domingo 0 Monday / Lunes 7
Tuesday / Martes 7 Wednesday / Miércoles 7
Thursday / Jueves 7 Friday / Viernes 7
Saturday / Sábado 5

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

Employer / Empleador Yes/Si No

Local Office / Oficina Local Yes/Si No

(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
2195 North Beebe Road, Town of Wilson, Niagara County, NY. Northeast corner of Wilson-Burt and North Beebe Road intersection. Campsite consists of six - 4 bed barracks; common kitchen and living area; toilet, shower and laundry facilities in separate rooms within building. Municipal water and heat. Additional frame houses at 2747 & 2750 West Creek Road, Newfane, NY. (See #2 for directions) Total capacity of all buildings 39.

2195 Beebe Camino del norte, el Pueblo de Wilson, Condado de Niágara, NY. El rincón del noreste de Wilson-Burt y cruce del norte de Beebe Camino. El camping consiste en seis - 4 cuartel de cama; cocina común y área viva; lavabo, facilidades de regadera y ropa sucia en cuartos separados dentro de edificio. El agua municipal y caliente. Las casas de madera adicionales en 2747 & 2750 Camino Occidental de Riachuelo, Newfane, NY. (Vea #2 para direcciones) la capacidad Total de todos los edificios 39.

(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)

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ETA 790

13. Board Arrangements / Arreglo de Alojamiento

Workers must buy and prepare their own food. Employer will provide transportation to assure workers access to stores where they can purchase groceries and/or incidentals. Employer furnishes dishes, cooking utensils and convenient kitchen and cooking facilities.

Los trabajadores deben comprar y deben preparar su propio alimento. El empleador proporcionará transporte para asegurarse de que trabajadores conseguir acceso a a tiendas donde pueden comestibles de compras y/o imprevistos. El empleador proporciona platos, cocinando útiles y cocina conveniente y facilidades de cocina.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Call employer for appointment - Jane Voelpel (716) 778-9649. All applicants should receive full disclosure prior to referral. Complete job order available on the NYS-DOL website or at any One-Stop or DOL office.

Llame a empleador por la cita - Jane Voelpel (716) 778-9649. Todos los solicitantes deben recibir revelación llena antes de referencia. Complete orden de trabajo disponible en el sitio web de NYS-DOL o en Integrado o la oficina de DOL.

15. Job Specifications / Especificaciones del Trabajo

During the anticipated period of employment, the primary activity on the farm is planting, cultivating, harvesting and packing cabbage. Workers will be required to pull and transplant seedlings from a cabbage bed, hoe weeds from planted fields and hand cut mature cabbage heads in the field and load into cabbage field bins and/or wagons. Care must be taken to avoid damage to the cabbage and workers must be physically able to cut cabbage, which requires extended periods of bending. Working conditions are often cold, wet and muddy. Applicants will pick-up rocks and tree roots from fields; as well as set and move aluminum irrigation pipe (6-inch diameter and 30-feet long). May be required to hand harvest and hand pack sweet corn. All applicants are required to have one month experience in all duties outlined in this job order. Workers will be required to work on Saturdays with no exceptions; when work is available.

Durante el período anticipado de empleo, la actividad primaria en la granja planta, cultiva, cosecha y empaca col. Los trabajadores serán requeridos a tirar y trasplantar semilleros de una cama de col, hierbas de azada del corte plantado de campos y mano maduran cabezas de col en el campo y la carga en cajones de campo de col y/o vagones. El cuidado debe ser tomado para evitar daños a la col y a los trabajadores debe poder físicamente cortar col, que requiere los períodos prolongados de doblar. De trabajo condiciones son a menudo frío, mojaron y enturbian. Los solicitantes hacen piedras de camioneta y raíces de árbol de campos; así como puso y diámetro de tubo (6-inch de irrigación de aluminio de movimiento y de 30 pies largo). Puede ser requerido a entregar cosecha y mano empacan maíz dulce. Todos los solicitantes son requeridos a tener una experiencia de mes en todos los deberes resumidos en esta orden de trabajo. Los trabajadores serán requeridos a trabajar los sábados con ningunas excepciones; cuando el trabajo está disponible.

(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	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions		Pay Period	
				Yes/Si	No		
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones		Período de Pago	
Cabbage-Harvest	\$ 10.25	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Cabbage - plant&cultivate	\$ 10.25	\$		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sweet Corn - harvest & pack	\$ 10.25	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify)/ Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación

All transportation is arranged by Florida East Coast Travel and the employer at no cost to the workers.

Todo el transporte es arreglado por Viaje de Costa Este de Florida y el empleador en ningún costo a los trabajadores.

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilices otra hoja de papel)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? ¿ Es la práctica habitual de usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si No

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario que le pagas al Contratista de Trabajo Agrícola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes/Si No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/Si No

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores? Yes/Si No

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

None/Ninguno

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

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

 NYS DOL website or apply at any One Stop Office.

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa)

 NYS DOL website or apply at any One Stop Office.

26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
 Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.


3/18/11
 Employer's Signature & Title/ Firma y Título del Empleador Date:

READ CAREFULLY, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.
LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractuales a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes.

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

New York State Department of Labor
FORM ETA 790
Attachment 1

Job Order Number NY:0975108

General Information:

- a. The terms and conditions of this Job Order shall be no less favorable than those contained in any existing labor contract or agreement by me _____ for the same type of work. A copy of the Work Agreement and/or Job Order shall be posted in the labor camp and be made available. A copy of the Job Clearance Order will be provided to the worker no later than the day on which the worker begins employment. The employer assures that the working conditions of this order comply with the applicable Federal and State employment related laws and agrees to abide by the regulation at 20 CFR 655.135, Assurances and 20 CFR 653.501. *on for H2A worker no later than the time at which the worker applies for the visa*
- 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 Job 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.
- e. Workers will be covered by Workers' Compensation. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. Policy information presented to worker at point of hire.
- f. Workers **will not** be covered by Disability Insurance.
- g. Workers **will** be covered by Unemployment Insurance.
- h. Workers **will not** be paid overtime.
- i. No benefits, social or economic, not specified in this Job 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 #3: Housing

Housing, beds, bedding and mattresses will be furnished at no cost to the workers. Employer assures that the housing will be clean and in compliance with all applicable standards during occupancy. Workers will be responsible for maintaining housing and surrounding area in a neat and clean manner.

Item #9: Anticipated Period of Employment

- a. Starting Date: The employer may amend the starting date of need by informing NYS-DOL Central Office no later than **05/18/2011**. 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 for each _____ work day in the first week on which those workers were present and available for work and work specified in the Job Order (Item #16), is provided. **Maximum: \$410.00 GROSS (\$10.25 per 40 hours)**

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 **05/19/2011** nor later than **05/25/2011** will disqualify the worker from the above assurance.

- b. **Ending Date:** No extension of employment beyond the period of employment specified in the Job Order shall relieve the employer from paying wages already earned, transportation and subsistence expenses, and bonuses if applicable.

Item #11: Anticipated Hours of Work per Week

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 **10 hours per day**.

Item #14: Referral Instructions

Due to the small size of agricultural operations, the employer is not always near a phone. Therefore, this employer is generally available for telephone calls and applicant reporting between the hours of **9:00am and 12noon, Monday – Friday** during the growing and harvesting season. Contact at other times is subject to employer availability. The employer suggests that, whenever possible, Employment Service staff and/or applicant call in advance to arrange specific time to contact, **Jane M. Voelpel, Owner/Personnel Manager (716) 778-9649**. The applicant may contact any NYS DOL local office for disclosure of full contents of this Job Order.

Item #16: Wage Rates

- a. In the event the DOL promulgates a new AEWR during the recruitment or work contract period which is lower than the current AEWR at the time of application, this lower AEWR will become the guaranteed minimum.
- b. If a piece rate is offered on the Job Order, the work at the Piece Rate will be guaranteed to the workers for the stated period of employment unless crop activity is such that the Piece Rate will not realize the workers an hourly equivalent of at least the current Adverse Effect Wage Rate (AEWR), in which case the workers will be paid the equivalent of an hourly rate of not less than the current AEWR or the employer's hourly rate, whichever is highest.
- c. An hourly rate of not less than the Federal or State Minimum Wage, the current AEWR or the employer's hourly rate, The prevailing wage, or the agreed upon collective bargaining wage, whichever is highest, is guaranteed to the worker for the period of employment (Item #9).
- d. The employer will maintain adequate and accurate payroll records and will furnish to the worker on or before each pay day, a written statement showing hours actually worked and total earnings for the pay period. Workers will be paid weekly on **Friday** for work through the preceding **Wednesday**. The following deductions will be made: FICA, Federal/State Income Taxes and garnishments as required by law, cash advances, commissary meals, if provided, and, to the extent permissible under Federal and State net wage requirements, voluntary assignments evidenced by written authorization signed by the worker.
- e. The employer guarantees to offer employment for a minimum of three-fourths (3/4) of the workdays of the total specified period during which the work contract, and all extensions thereof, are in effect. Guarantee begins on the first workday after the worker's arrival at the place of employment and ends on the date specified in the contract or extensions thereof. Workers will not be required to work more than **7 hours per day**, on their Sabbath or Federal holidays to meet this guarantee. The worker's average hourly earnings will be used under this guarantee where wages are paid on a piece rate basis.
- f. Workers with school age children who have migrated with such children and who depart in time to return home for the beginning of the school year shall be paid, in addition to the basic wages, any

bonus or other work incentive payments or other expenses to which they would have been entitled had they stayed the entire contract period.

- g. The employer may terminate workers' employment hereunder at any time with notification to the ^{Himeley} NPC and DHS
- i. Refusing, without just cause, to perform the duties for which the worker was recruited and hired; or
 - ii. Committing a serious act of misconduct or breach of discipline; or
 - iii. Failure to reach and/or maintain productivity; or
 - iv. Job abandonment – being absent for more than five (5) consecutive scheduled workdays, as shown in Item #11, without prior notification to the employer.

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

Item #17: Transportation

- a. Employer agrees to reimburse inbound transportation and subsistence expenses to each worker, or any person, government agency or private organization which, on behalf of the worker, has paid or advanced such transportation and subsistence expenses from place of recruitment to the job site after the worker has completed 15 consecutive calendar days of employment or 50% of the period of employment, whichever is shorter, from initial date of need or from a day after actual date of arrival of worker if later than stated date to report.
- b. The employer assures that the employer bears and pays transportation related expenses, either directly to the provider of travel or indirectly to reimburse the worker so that the employee's weekly pay is not diminished below the applicable Federal minimum wage required by Section 6 of the Fair Labor Standards Act, 29 USC 206.
- c. Employer will provide or pay the cost of return transportation and subsistence to each worker who completes employment period or who is terminated for medical reasons or as a result of an Act of God, enroute from place of employment to place of recruitment, except when the worker has subsequent employment with an employer who will bear transportation expenses and is not returning to his place of recruitment.
- d. Employer will not be responsible for providing return cost of transportation and subsistence enroute from place of employment to place of recruitment if the worker voluntarily abandons the job or is terminated for cause.
- e. The amount of transportation payment will be equal to the most economical and reasonable similar common carrier charges for the distance involved. All transportation provided by the employer will be by common carrier or other transportation facilities which conform to applicable regulations of the ICC or the Department of Labor. (Minimum of \$10.73 per day without receipts, maximum of \$46.00 per day with receipts.)
- f. Employer will provide transportation, at no cost to the worker, from the employer provided housing to the actual work site and return at the end of the day.

g. At the request of the worker, the employer will assist in making travel arrangements for the worker.

Item #18: Use of Farm Labor Contractors (FLC)

- a. Employer will not hire a crew leader currently acting in violation of the Migrant and Seasonal Agricultural Worker Protection Act (MSPA). All referrals interested in this position will be given an interview.
- 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 #21: Tools Provided

Employer will furnish to workers, without cost, all tools, supplies or equipment required in performance of the duties assigned.

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