U.S Department of Labor
Employment and Training Administration

JAN - 5 - 11

OMB Control No. 1205-0134
Expiration Date: November 30, 2012

Agricultural and Food Processing Clearance Order
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, Estado, Código Postalo)

Reeves Farm
1100 Reeves Road
Baldwinsville, NY 13027

Telephone number.Teléfono: (315)) 635-3357Fax:

Numbers 4,- 8for State use only.
Números 4 a 8 para USO ESTATAL

4. Industry Code / Código de Industria: 111219

5. Job Order # / No. Orden de Empleo: NY1007415

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

7. Clearance Order Issue Date / Fecha de Tramite: 1/10/12

8. Job Order Expiration Date / Fecha de Expiración: 6/22/12

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: ~~3/1/12~~ 3/5/12 To / Hasta: 10/10/12

2. Location and Direction to Work Site / Ubicación y Dirección del Lugar deTrabajo

At 1100 Reeves Rd, Baldwinsville, New York.

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

10. No. of Workers Requested / No. de Trabajadores Solicitados: 33

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

Sunday/Domingo 5
Monday/Lunes ~~7~~ 6
Tuesday/Martes ~~7~~ 6
Wednesday/Miércoles ~~7~~ 6
Thursday/Jueves ~~7~~ 6
Friday/Viernes ~~7~~ 6
Saturday/Sábado 5

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

Barracks style housing consisting of 3 trailers and one wood frame building at ~~4484~~ 1134 W. Genesee Rd ~~& one wood frame structure at 963 Fenner Rd. All in Baldwinsville, NY~~ Baldwinsville, NY

Barracks/Barracas

Number/Numero	Total Capacity/Capacidad Total
5	~~53~~ 47

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

Trailer 1 - cap 9
Trailer 2 - cap 9
Trailer 3 - cap 9
W Genesee - cap 14
Fenner Rd - cap 6

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

Employer / El Empleador: Yes No ☒

Local Office/Oficina Local: Yes ☐ No X

CORRECTION APPROVED BY NATIONAL PROCESSING CENTER
C.C. ON 2/6/12
DATE

13. Board Arrangements / Arreglo de Alojamiento

Yes/Si Workers must buy and prepare own meals

14. Referral Instructions / Instrucciones sobre cómo Referir de Candidatos

Contact Employer, Andrew Reeves, directly, at (315) 635-3357 or Nearest One Stop Office

15. Job Specifications Especificaciones del Trabajo
(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)

Manually plant, cultivate, and harvest vegetables, fruits, nuts and field crops. Use hand tools, such as shovels, trowels, hoes, tampers, pruning hooks, shears, and knives. Duties may include tilling soil and applying fertilizers; transplanting, weeding, thinning, or pruning crops; applying pesticides; cleaning, packing, and loading harvested products. Work will require extensive bending and stooping. May construct trellises, repair fences and farm buildings, or participate in irrigation activities. Set up and operate irrigation equipment. Operate tractors, tractor-drawn machinery, and self-propelled machinery to plow, harrow and fertilize soil, or to plant, cultivate, spray and harvest crops. Repair and maintain farm vehicles, implements, and mechanical equipment. Harvest fruits and vegetables by hand. Apply pesticides, herbicides or fertilizers to crops. Inform farmers or farm managers of crop progress. Identify plants, pests, and weeds to determine the selection and application of pesticides and fertilizers. Clear and maintain irrigation ditches. Record information about crops, such as pesticide use, yields, or costs. 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 below 0 to 90+ degrees (F) with possible wet morning conditions. After hiring, employer may conduct random drug tests at employer's expense. Piece rates and production standards will apply.

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 etc)	Deductions / Deducciones	Yes/Si	No	Period of Pay / Periodo de Pago
Farm Work	$10.56 Seguras	No		Social Security/ Seguro Social	X	☐	Weekly/Semanal
Strawberries		$.48 per Qt.		Federal Tax Impuestos Federales	X	☐	X
Sugar snap peas		$7.25 per ¾ bu. bucket		State Tax Impuestos Estatales	X	☐	Bi-weekly/Quincenal
Green peas		$5.50 per ¾ bu. bucket		Meals/Comidas	☐	X	☐
Blueberries		$4.00 per 4 qt. bucket		Other(specify)/ Otro (especifica	☐	X	Other / Otro ☐

More Details About thePay/Más Detalles Sobre el Pago

None/Ninguno

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

17. 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)

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

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

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 Práctica habitual de usar Contratistas de TrabajoAgicolas para reclutar, supervisar, transportar, dar vivienda, y/ó pagarle a los trabajadores para este(os) tipo(s) 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 que le pagas al Contratista de Trabajo Agricola por cada actividad?

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

20. Workers' compensation insurance provided / Se le prove seguro de comensación/Indemnización al trabajador: Yes /Si X No ☐

21. Are tools provided at no charge to the workers? / ¿Se les proveen herramientas sin costo alguno de trabajo a los trabajadores? Yes /Si 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")/Enumere todos los acuerdos o 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 todo huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidents de este tipo., indique "Ninguno")

None/Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radicó la oferta (incluya el número de teléfono)	25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el numero de telefono de su linea directa)
Full order is available on the NYSDOL website.	Full order is available on the NYSDOL website.

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 del empleo que se le ofrece, y contiene todos los materiales, terminus, y condiciones materiales ofrecidos

Andrew Reeves

Employer's Signature & Title/ Firma y Título del Empleador [signature] Date 12/19/2011

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 truth-fulness 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 del 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 reporting burden for responding 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 Ave, NW, Washington, D.C. 20210.

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

Job Order Number: NY 1007415

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

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.
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 ($10.73 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. 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

11/28/11

New York State Department of Labor

Form ETA 790 Attachment #2 – Additional Information

Item 1:

Employer Email: Aoreeves@att.net **Agent Email:**

Employer Fax: **Agent Fax:**

Item 13: Board Arrangements

Employer will ☐ will not ☒ provide three meals per day and will deduct $ N/A 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 0 days of training and/or allow 0 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:

Strawberries: 3- 8qt. flats per hour
Sugar Snap Peas: 1.5 buckets per hour
Green Peas: 2 buckets per hour
Blueberries: 3 buckets per hour
Sweet Corn: 15/50 count boxes per hour
Tomatoes: 6-3/4 bushel buckets per hour
Grape Tomatoes: 1.5-3/4 bushel buckets per hour
Cherry Tomatoes: 2-3/4 bushel buckets per hour
Cabbage: 12- 55 lb. boxes per hour
Green peppers: 10- 1 bushel boxes per hour
Summer squash: 6- ½ bushel boxes per hour

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 ~~$[illegible]~~ 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.

422.40

Alternative work:

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

Item 20: Workers' Compensation

The employer assures that Policy #W398770 issued by Empire State Ag. Compensation Trust 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.