



**U.S. Department 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**

<p>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)</p> <p>Thanksgiving Farm at The Center for Discovery</p> <p>c/o Greg York 641 Old Rt. 17 Monticello, NY 12701</p> <p>Mailing Address: P.O. Box 840 Harris, NY 12742</p> <p>Telephone number/Teléfono: (845) 707-8384 Fax: N/A</p> <p>2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo</p> <p>Address#1: 641 Old Rt. 17, Monticello, NY 12738 <i>12701</i> <i>SM 11/2/13</i></p> <p>From the New York State Thruway (Rt. 87) travel west on Rt. 17. Take exit 103, also marked Rapp Rd. At the stop sign go left onto old Rt. 17. Travel 1/2 mile on Old Rt. 17 and take a right on (See Attachment # 2)</p> <p>Address #2 - 103 Miteer Rd., Hurleyville, NY 12747 (See Attachment #2)</p> <p>Both work locations are owned and operated by Thanksgiving Farm at the Center for Discovery.</p> <p>(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)</p> <p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>Address: 317 Main Street, Hurleyville, NY 12747</p> <p>From Rt 87, the New York Thruway take Rt. 17 west to Exit 105b (Kiamisah). Merge onto Rt 42 North and turn left at the first stoplight onto Rt. 103. Continue on Rt. 103 for five miles until arriving in Hurleyville. Pass through the center of town and the housing is on the left on Main Street. Blue house. If you get the blinking yellow light you have gone too far. Housing capacity is 5.</p> <p>(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)</p>	<p>Nos. 4 - 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>	
	4. Industry Code/Código Industrial	5. Job Order No. /Num. de Orden de Empleo
	111998	NY1045709
	6. Occupational Title and Code /Título Ocupacional y Código	
	45-2091-00 Agricultural Equipment Operator	
	7. Clearance Order Issue Date / Fecha de Trámite	
	1/2/13	
	8. Job Order Expiration Date / Fecha de Expiración	
7/2/13		
9. Anticipated Period of Employment / Periodo Anticipado de Empleo		
Feb 24 ET 12/2/12		
From/ Desde: Feb 15, 2013 To/Hasta: Dec 15, 2013		
10. No. of Workers Requested / Num. de Trabajadores Solicitados		
5		
11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: <u>40</u>		
Sunday / Domingo <u>0</u>	Monday / Lunes <u>8</u>	
Tuesday / Martes <u>8</u>	Wednesday / Miércoles <u>8</u>	
Thursday / Jueves <u>8</u>	Friday / Viernes <u>8</u>	
Saturday / Sábado <u>0</u>		
12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:		
Employer / Empleador	Yes/Si <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Local Office / Oficina Local	Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/>	

13. Board Arrangements / Arreglo de Alojamiento

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries, if the employer is providing cooking and kitchen facilities.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Interested workers may contact Greg York at (845)707-8384 for a phone interview or by mail at:

Thanksgiving Farm at The Center for Discovery
c/o Greg York
P.O. Box 840 Harris, NY 12742

15. Job Specifications / Especificaciones del Trabajo

Drive and operates farm machines to grow and harvest vegetables. Attaches farm implements to tractor, and drives tractor while operating implements on the field. To till soil, plant, cultivate and fertilize crops. Thins & weeds plants using hoes and shovels or power drawn implements. Each worker must have 6 months verifiable work experience driving 110 hp (and/or larger) tractors. The workers will be driving tractors, assembling and moving irrigation equipment, applying spray materials to crops for insect, disease, weed control, and as fertilizers. During the fall they will be working in greenhouses also planting, harvesting, and cleaning. Must be able to bend, stoop, and stand on feet for long periods of time.

ESPAÑOL:

Conduce y opera máquinas agrícolas para crecer y verduras de cosecha. Concede granja implementos para tractor, tractor y aperos de unidades mientras que operan en el campo. Para labrar tierra, sembrar, cultivar y fertilizar los cultivos. Thins malas hierbas y plantas que utilizan azadas y palas eléctricas o implementos de tracción. Cada trabajador debe tener experiencia de 6 meses de trabajo verificable conducción 110 caballos de fuerza (y / o más grande) tractores. Los trabajadores estarán conduciendo tractores, montaje y equipos de movimiento de riego, la aplicación de materiales de pulverización a cultivos de insectos, enfermedades, control de malezas, y como fertilizantes. Durante el otoño se va a trabajar en los invernaderos también la plantación, cosecha y limpieza. Debe ser capaz de doblarse, agacharse, y ponte en pie durante largos periodos de tiempo.

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)

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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	Yes/Si	No	Pay Period Período de Pago
Artichokes	\$ 10.56 10.91	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Beets	\$ 10.56 10.91	\$		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Broccoli	\$ 10.56 10.91	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
Carrots	\$ 10.56 10.91	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cabbage	\$ 10.56 10.91	\$		Other (specify)/ Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other / Otro <input type="checkbox"/>

Ag EMP. Spec. 2 hon 10-56 ET 1/2/13

More Details About the Pay / Mas Detalles Sobre el Pago

Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to worker found to have been responsible for damage to housing or furnishings. See Attachment #16

(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

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from which the worker came to work for the employer to the place of employment.

(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

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")
N/A

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 one-stop nearest you (845) 744-3340
Building 12, Room 572, State Office Campus
Albany, New York 12240 (518) 457-6823 ET 12/27/12

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 one-stop nearest you
FLC Analyst (518) 457-7364 (845) 744-3340
ET 12/27/12

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

Joseph M. Quinn Director Farm Operations

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

Date: 12/19/12

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.

ETA 790 Attachments
for
Thanksgiving Farm at the Center for Discovery
641 Old Rt. 17
Harris, NY 12742
(845) 707-8384

ITEM # 2, LOCATION AND DIRECTIONS TO WORK SITE:

The directions to the work site are: (There are 2 farm locations. Workers will always be transported between both farm sites by farm staff in farm vehicles at no cost to the workers.)

641 Old Rt. 17, Monticello, NY ~~12738~~ 12701 ET 12/27/12
From the New York State Thruway (Rt. 87) travel west on Rt. 17. Take exit 103, also marked Rapp Rd. At the stop sign go left onto old Rt. 17. Travel 1/2 mile on Old Rt. 17 and take a right onto Holmes Rd. Travel 1 mile on Holmes Rd. and you will see farm.

103 Miteer Rd., Hurleyville, NY 12747
From Rt 87, the New York Thruway take Rt. 17 west to Exit 105b (Kiamisha). Merge onto Rt 42 North and turn left at the first stoplight onto Rt. 103. Continue on Rt. 103 for five miles until arriving in Hurleyville. Pass through the center of town and turn left at the blinking yellow light onto Miteer Rd. Continue 0.25 miles and turn left into Stonewall Preserve.

ITEM # 3, LOCATION AND DESCRIPTION OF HOUSING:

Address of housing: 317 Main Street, Hurleyville, NY 12747

Directions to housing are: From Rt 87, the New York Thruway take Rt. 17 west to Exit 105b (Kiamisah). Merge onto Rt 42 North and turn left at the first stoplight onto Rt. 103. Continue on Rt. 103 for five miles until arriving in Hurleyville. Pass through the center of town and the housing is on the left on Main Street. Blue house. If you get the blinking yellow light you have gone too far. Housing capacity is 5.

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided by the employer.

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.

Workers may be reached at the following address and phone number:

ADDRESS: 317 Main Street, Hurleyville, NY 12747
PHONE: (845) 707-8384

ITEM # 13, BOARD ARRANGEMENTS: (check appropriate boxes)

- Employer will provide 3 meals per day and will charge the worker \$ per day.
- Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals.
- Employer will provide (on a voluntary basis) transportation to assure workers access to Stores where they can purchase groceries, if the employer is providing cooking and kitchen facilities.

ITEM # 14, REFERRAL INSTRUCTIONS: (Include here who an applicant or State Employment Service Representative should contact concerning employment and how that person may be reached)

Interested workers may contact Greg York at (845)707-8384 for a phone interview or by mail at:

Thanksgiving Farm at The Center for Discovery
c/o Greg York
P.O. Box 840 Harris, NY 12742

ITEM # 11, ANTICIPATED HOURS OF WORK

8 hours of work per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath or Federal holidays.

ITEM # 15, JOB SPECIFICATIONS:(Include here any general crop conditions and work duties not listed on ETA 790, Item #11)

Drive and operates farm machines to grow and harvest vegetables. Attaches farm implements to tractor, and drives tractor while operating implements on the field. To till soil, plant, cultivate and fertilize crops. Thins & weeds plants using hoes and shovels or power drawn implements. Each worker must have 6 months verifiable work experience driving 110 hp (and/or larger) tractors. The workers will be driving tractors, assembling and moving irrigation equipment, applying spray materials to crops for insect, disease, weed control, and as fertilizers. During the fall they will be working in greenhouses also planting, harvesting, and cleaning. Must be able to bend, stoop, and stand on feet for long periods of time.

Conduzca y funciona los materiales agricolas para crecer y para cosechar vehiculos. Ata los instrumentos de la granja al tractor, y conduce el tractor mientras que funciona los instrumentos en el campo. Para labrar el suelo, la planta, cultiva y fertiliza cosechas. Enrarea el & plantas de las malas hierbas usando las azadas y palas o instrumentos dibujados energia. Cada trabajador debe tener 6 meses de experiencia profesional el conducir de 110 caballos de fuerza (y/o más grande comprobables) tractores. Los trabajadores conducirán los tractores, junta y equipo móvil de la irrigación, aplicando los materiales del aerosol a las cosechas para el insecto, la enfermedad, control de mala hierba, y como fertilizantes. Durante la caída que trabajarán en invernaderos también que plantan, cosecha, y limpieza. Debe poder doblar, inclinarse, y colocarse en los pies por largos periodos del tiempo.

The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.

All terms and conditions included in this job order will apply to all workers, domestic and foreign, employed under this job order.

Training will be provided for 2 days. Worker will be expected to meet the following production standards if applicable: (list the production standards for each activity if production standards are applicable)

ITEM #16, WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:

The Adverse Effect Wage Rate ("AEWR") of \$ ¹⁰⁻⁹¹~~10.56~~, 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, whichever is greatest, will be the minimum rate of pay for all employees. Employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

This job offer includes the following crop activities and rates of pay per unit: (Include all crops and activities not listed on ETA 790, Item #9, along with piece rates and units of measure)

Crop Activity	Flat Rate (i.e., hr. wk.)	Piece Rate	Unit	Est. Hourly Equiv.	C/L Wage Rate
Celeriac	\$ 10.56 /hr				
Celery	\$ 10.56 /hr				
Eggplant	\$ 10.56 /hr				
Garlic & Scapes	\$ 10.56 /hr				
see ETA 790 Attachment #16- pg. 2 for continued list					

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.

The employer will _____ OR will NOT **XXX** pay the worker a bonus of \$ _____, based on _____.

Payroll Periods will be **XXX** weekly OR _____ twice MONTHLY. Workers will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, and all deductions. The statements will comply with 20CFR 655.122 (j)-(m).

Employer guarantees to offer employment for a minimum of 3/4 of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at place of employment and ending on the expiration date specified in the work contract or extensions thereof. In an ACT of GOD termination, the 3/4 guarantee period ends on the date of termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable in accordance with 20 CFR 655.122(0) Employer will provide a worker referred through the interstate clearance system a full week's work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system for the first week starting with the originally anticipated date of need. If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, the worker will be disqualified from the above mentioned assurance. Alternate work may be provided if the guarantee cited in this section is invoked.

This job offer includes the following crop activities and rates of pay per unit: (Include all crops and activities not listed on ETA 790, Item #9, along with piece rates and units of measure)

Crop Activity	Flat Rate (i.e., hr. wk.)	Piece Rate	Unit	Est. Hourly Equiv. Wage Rate	C/L
Celeriac	\$10.56/hr				
Celery	\$10.56/hr				
Eggplant	\$10.56/hr				
Garlic & Scapes	\$10.56/hr				
see ETA 790 Attachment #16-pg. 2 for continued list					

410.91

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.

The employer will _____ OR will NOT **XXX** pay the worker a bonus of \$ _____, based on _____.

Payroll Periods will be **XXX** weekly OR _____ twice MONTHLY. Workers will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, and all deductions. The statements will comply with 20CFR 655.122 (j)-(m) 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 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.]

The following has been added to 790 attachment
TM 11/2/13

Employer guarantees to offer employment for a minimum of 3/4 of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at place of employment and ending on the expiration date specified in the work contract or extensions thereof. In an ACT of GOD termination, the 3/4 guarantee period ends on the date of termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable in accordance with 20 CFR 655.122(0)

Employer will provide a worker referred through the interstate clearance system a full week's work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system for the first week starting with the originally anticipated date of need. If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, the worker will be disqualified from the above mentioned assurance. Alternate work may be provided if the guarantee cited in this section is invoked.

The employer will provide WORKER'S COMPENSATION INSURANCE, at not cost to the worker, covering injury and disease, arising out of and in the course of, the worker's employment.

The employer will provide WORKER'S COMPENSATION INSURANCE, at not cost to the worker, covering injury and disease, arising out of and in the course of, the worker's employment.

ITEM #16 Cont. WAGE RATES, SPECIAL PAY INFORMATION & DEDUCTIONS:

Employer will not deduct for Federal Taxes for foreign workers, but will make the following deductions: Advances _____ Meals _____ Other XXX Explain: Reasonable repair costs of damage, other than normal wear and tear, may be charged to worker found to have been responsible for damage to housing or furnishings

No deductions will be made which will bring the employee's hourly wage below the Federal Minimum Wage. (Reference: Internal Revenue Service, Publication 51 Circular A, Agricultural Employer' Tax Guide).

Employer will provide worker 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 local office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$ 10.56 hr. for the first week starting with the originally anticipated date of need. Employer will _____ will not XXX require worker to perform alternative work if the guarantee cited in this section is invoked. The alternative work and pay are: _____

436.40
422.40
EJ 12/27/12

If worker referred fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above-mentioned assurance.

ITEM #17 TRANSPORTATION ARRANGEMENTS

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation (if it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period.

Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were advanced and/or reimbursed to the worker.

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment to the place of employment. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (travel reimbursement subsistence will be the minimum amount of \$11.13 per 24-hour period of travel and the maximum amount will be \$46.00 per day with receipts as the maximum amount to be reimbursed for their transportation subsistence expenses) from place of employment to place of recruitment, except when the worker will not be returning to place of recruitment, due to subsequent employment with another employer who agrees to pay such costs, in which case the employer will only pay for the transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.

Free transportation will be provided to and from the housing to the work site each day.

OTHER CLARIFICATIONS AND ASSURANCES:

ASSURANCE: The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.135, 20 CFR 653.701.

EXTENSION OF EMPLOYMENT: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order holding office or 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.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduction of outreach activities pursuant to 20 CFR 653.501 and 20 CFR 655.135, 20 CFR 655.701.

CONTRACT IMPOSSIBILITY: The employer will terminate the work contract of any worker whose services are no longer required for due to an ACT of GOD. In the event of such termination, the employer will be bound by the 3/4's guarantee from the first work day after arrival to the date of termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law as applicable in accordance with 20 CFR 655.122(0)

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service, if the worker: (a) refuses work without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (fails, after completing any training or break-in period, to reach productions standards when production standards are applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an ACT of GOD, the employer will pay or provide reasonable costs of return transportation and subsistence to the place from which the worker came to work for the employer and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

INJURIES: The employer will provide Workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.

PROOF OF CITIZENSHIP: All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

AGRICULTURAL WORK AGREEMENT: A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day work commences.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 5 , of which 5 will be H2-A workers for which certification is requested, and the balance will be domestic workers. These numbers are only estimates, as the total workforce needs are dependent upon weather, crop conditions, and worker availability.

OTHER: The working conditions will 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 is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant workers.

TRAINING: Training will be provided for 2 days. Worker will be expected to meet the following production standards if applicable: *(list the production standards for each activity if production standards are applicable)* _____

All terms and conditions included in this job order will apply to all workers, domestic and foreign, employed under this job order.

WORK RULES
for
Thanksgiving Farm at the Center for Discovery

These work rules are not intended to be a complete list of rules. However, these work rules will help provide guidance to workers concerning standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for termination of the worker's employment. Penalties such as suspension from work opportunity for the remainder of the day, or for up to three days, may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality, effort, and the care and maintenance of all property provided to them by the employer.

1. Workers must follow the supervisor's instructions. Insubordination or failure to regard authority will not be tolerated.
2. The employer will train workers in all aspects of planting and harvesting of crops (as specified in Item #15, Job Specifications) for (2) days (16 working hours).
3. Workers who do not perform work as per supervisor's instructions may be suspended without pay for the remainder of the work day or for up to (5) days at one time. This is the sole judgment of the supervisor, depending upon the degree and seriousness of the infraction. The worker's prior record and other relevant factors will be considered before any disciplinary action is taken.
4. No use or possession of beer, liquor, unlawful drugs or weapons is permitted during work time or during any work day before work is completed for the day (such as during meals). Workers may not report to work under the influence of alcohol or drugs. Illegal drugs may not be used or kept on any employer premises, including housing. Use or possession of illegal drugs, failing or refusing to take a drug test, excessive use of alcohol, will usually result in immediate termination.
5. Employees are expected to be present, able, and willing to perform the assigned work every scheduled work day before work is completed for the day. This is not sporadic or "day work". Excessive absences will not be tolerated. Excessive absences is considered five (5) consecutive days of un-excused absences or five (5) absences in a 30 day period.
6. Workers shall maintain any living quarters provided to them in a clean and consistent manner. Workers will cooperate with other workers assigned to such housing and agree to assist in maintaining common kitchen and living areas.
7. 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.
8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen and living areas.
9. Workers may not drop paper, cans, bottles or other trash in fields, packing house area or on housing premises. Trash and waste receptacles must be used.
10. Workers may not leave the field or other assigned work areas without permission of employer or supervisor.

CLEARANCE ORDER ASSURANCES
(20 CFR 653.501)

By filing and interstate clearance order, the employer agrees to abide by the interstate clearance order regulations and makes the following assurances:

1. The employer will provide workers referred through the employer's Clearance Order with a full week of employment for the week beginning with the date of need stated in Item #9 of the Clearance Order, unless the employer amends such date of need at least 10 working days prior, by so notifying the appropriate ES office. The employer will pay workers recruited through this Clearance Order the rate specified in the Clearance Order for the first weeks starting with the original date of need. The employer retains the option, however, of requiring the worker to perform the alternative work specified in the Clearance Order, if the guarantee in this section is invoked.
2. In the event that the period of employment is extended beyond that specified in the Clearance Order, the employer will not be relieved from paying the wage already earned, and from providing transportation or paying transportation expenses as provided in the Clearance Order regulations.
3. The working conditions of this job offer comply with applicable Federal and State minimum wage, child labor, social security, health and safety, migrant and seasonal farm worker and other employment related laws.
4. The employer will expeditiously notify the appropriate ES office by telephone upon learning that his/her crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment being offered by the employer.
5. The employer, if acting as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employer (FLCE) on the order, has a valid FLC certificate or FLCE identification card.
6. The employer will provide housing which meets Federal standards and is sufficient to house the number of workers requested through the Clearance System. The housing will be provided at no cost to the workers who are referred on this order, and when applicable, family members, as provided in Item #3 of the Clearance Order, who are unable to return to their residence on the same day.
7. Employment Service staff (including outreach workers) shall have reasonable access to workers in the conduct of outreach activities.
8. This job order describes the actual terms and conditions of the employment being offered by the employer and contains all the material terms and conditions of the job.



SIGNATURE OF EMPLOYER

12/19/12
DATE

REFERRAL INSTRUCTIONS

Potential U.S. workers (referrals) will be accepted from the local Job Service Office, through word-of-mouth, gate hires (walk-up workers), and other sources. All applicants should be thoroughly familiarized with the job specifications and terms and conditions of employment on the job order. Only workers meeting all qualifications on the job order should be referred by the Job Service Office. In the event the employer receives phone calls or walk-up workers interested in the job offer, the employer must inform the worker of the job requirements and duties, must consider the worker for the job based on the workers qualifications, and must report the results in the final recruitment report submitted to the U.S. Department of Labor.

The best days and times of day for the local Job Service Office to contact the employer concerning referrals as follows:

 From 8:00 am to 11:00 am and From 1:00 pm to 5:00 pm
 From :00 am to :00 am and From :00 pm to :00 pm
 From :00 am to :00 am and From :00 pm to :00 pm
 From :00 am to :00 am and From :00 pm to :00 pm

The scheduling of the employer's personal and telephone interviews of referrals will be coordinated by the employer with the local job service office. Personal interviews may be conducted at the local job service office.

ASSURANCE OF RENEWAL OF WORKER'S COMPENSATION COVERAGE DURING WORK CONTRACT PERIOD

This serves as an assurance that should I receive certification of my H-2A application, I will have a valid worker's compensation insurance policy during the job contract period for any worker I employ under the H-2A program. Additionally, once I purchase my worker's compensation insurance coverage, I will provide to your office the company's name, policy number, and effective dates.

This also serves as an assurance that should my worker's compensation insurance policy expire during the work contract period in which I employ workers under the H-2A program, I will renew my worker's compensation insurance policy to cover the workers.

Additionally, once I do renew the worker's compensation policy, I will provide the company's name, policy number, and effective dates to the Certifying Officer, U.S. Department of Labor, Employment and Training Administration, at the address listed in ETA 790, Item #19.

REQUEST FOR CONDITIONAL ACCESS INTO INTERSTATE CLEARANCE SYSTEM

I, Gregory York, hereby request permission for conditional entry into the interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner and facilitate the recruitment of domestic workers.

As a condition for placing my order into interstate clearance, I assure that my housing will meet such standards as are agreed upon to fulfill the requirement of the U.S. Secretary of Labor for the use of the Employment Service facilitate for interstate clearance orders.

I also authorize representatives of the State Employment Service, the State Health Department, and/or the U.S. Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition. I expect my housing to be occupied by 2/15/2013 2/24/2013

Based upon the above data, my housing will meet applicable standards by 1/15/2013 (30 days prior to anticipated occupancy date).

1/24/2013

ET 12/27/12

Gregory M York
SIGNATURE OF EMPLOYER

12/19/12
DATE

ETA 790 Attachment, Item #16

Crop Activity	Flat Rate	Piece Rate	Unit	Est. Hourly Equiv.	C/L Wage Rate
Onions	\$10.56/hr.				
Sweet Peppers	\$10.56/hr.				
Hot Peppers	\$10.56/hr.				
Potatoes	\$10.56/hr.				
Rutabagas	\$10.56/hr.				
Scallions	\$10.56/hr.				
Green Beans	\$10.56/hr.				
Haricot verts	\$10.56/hr.				
Yellow Wax Beans	\$10.56/hr.				
Summer squash	\$10.56/hr.				
Winter squash	\$10.56/hr.				
Tomatoes	\$10.56/hr.				
Cherry Tomatoes	\$10.56/hr.				
Fava Beans	\$10.56/hr.				
Peas	\$10.56/hr.				
Sweet Corn	\$10.56/hr.				
Radishes	\$10.56/hr.				
Zucchini blossoms	\$10.56/hr.				
Strawberries	\$10.56/hr.				
Turnips	\$10.56/hr.				
Leeks	\$10.56/hr.				
Cucumbers	\$10.56/hr.				
Kohlrabi	\$10.56/hr.				
Melons	\$10.56/hr.				
Thyme	\$10.56/hr.				
Rosemary	\$10.56/hr.				

\$10.911
hour

ETA 790 Attachment, Item #16

Tarragon	\$10.56/hr.				
Chives	\$10.56/hr.				
Fennel	\$10.56/hr.				
Dill	\$10.56/hr.				
Cilantro	\$10.56/hr.				
Chervil	\$10.56/hr.				
Lemon thyme	\$10.56/hr.				
Sage	\$10.56/hr.				
Oregano	\$10.56/hr.				
Basil	\$10.56/hr.				
Mint	\$10.56/hr.				
Peppermint	\$10.56/hr.				
Lemon verbena	\$10.56/hr.				
Flat parsley	\$10.56/hr.				
Arugala	\$10.56/hr.				
Arugala sylvatica	\$10.56/hr.				
Escarole	\$10.56/hr.				
Radicchio	\$10.56/hr.				
Salad mix	\$10.56/hr.				
Head Lettuces	\$10.56/hr.				
Spinach	\$10.56/hr.				
Mache	\$10.56/hr.				
Swiss chard	\$10.56/hr.				
Kale	\$10.56/hr.				
Collards	\$10.56/hr.				
Snow pea shoots	\$10.56/hr.				
Tat soi	\$10.56/hr.				
Pac choi	\$10.56/hr.				
Braising greens	\$10.56/hr.				

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how

ETA 790 Attachment, Item #16

Frisee	\$10.56/hr.				
Mizunas	\$10.56/hr.				

&10.911
NDW