



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

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

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

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

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):</p> <p>Forrence Orchards Inc. 2731 Route 22 Peru, New York 12972</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de identificación del Empleador: 14-1436368</p> <p>b) Telephone Number / Número de Teléfono: 518-643-9527</p> <p>c) Fax Number / Número de Fax: 518-643-9509</p> <p>d) E-mail Address / Dirección de Correo Electrónico:</p>	<p><b>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para</b></p>																	
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>2731 Route 22, Peru, New York 12972 Start out going north on RT-22 toward Brown Rd. 1.7 miles 2731 Route 22 is .4 miles past Chase Rd.</p> <p>Worksite owned and operated by employer. ET 2/15/13</p>	<p>4. SOC (ONET/OES) Occupational Code / Código Industrial: 45-2092.02</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworker and Laborer, Crop</p>	<p>5. Job Order No. / Num. de Orden de Empleo: M1049809</p>																
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>88 &amp; 90 Mannix Rd., Peru, NY 12972 Start out going north on RT-22 towards Brown Rd. 2.8 miles turn left onto Pleasant St/RT-22B 1 mile turn left onto Mannix RD. 0.4 mile 88 &amp; 90 Mannix Rd is on the right.</p> <p>Labor Camp Way, Peru, NY 12972 Start out going north on Route 2 toward Brown RD. 2.1 miles turn left onto Labor Camp RD. .2 mile</p> <p>a) Description of Housing / Descripción de la vivienda:</p> <p>88 &amp; 90 Mannix Rd., Peru, NY 12972 Cement block building, barracks. Capacity 65</p> <p>Labor Camp Way, Peru, NY 12972 Cement block building, barracks. Capacity 247</p>	<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (Incluya el número de teléfono): (877) 466-9757</p> <p>a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa). (877) 466-9757</p>	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 2/15/13</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 8/16/13</p>																
<p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 12</p>	<p>9. Anticipated Period of Employment / Período anticipado o previsto de Empleo: From / Desde: 04/15/2013 To / Hasta: 12/18/2013</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40</p> <table border="0"> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Thursday / Jueves</td> <td>7</td> </tr> <tr> <td>Monday / Lunes</td> <td>7</td> <td>Friday / Viernes</td> <td>7</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Saturday / Sábado</td> <td>5</td> </tr> <tr> <td>Wednesday / Miércoles</td> <td>7</td> <td></td> <td></td> </tr> </table> <p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: 7am to 7pm depending on weather and crop conditions</p>		Sunday / Domingo	0	Thursday / Jueves	7	Monday / Lunes	7	Friday / Viernes	7	Tuesday / Martes	7	Saturday / Sábado	5	Wednesday / Miércoles	7		
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Tuesday / Martes	7	Saturday / Sábado	5															
Wednesday / Miércoles	7																	
	<p>13. Collect Calls Accepted from: / Aceptan Llamadas por</p> <p>Cobrar de: Employer / Empleador: Yes / SI <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p><b>RECEIVED</b> FEB 13 2013</p>																	

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Workers will buy and prepare own food in the employer's provided and equipped kitchen. All kitchen facilities will be provided free to the worker. During harvest period only commissary meal provided at \$12.96 per day starting approx. 8/25/2013.

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

Applicants can apply at any New York One Stop Office (877)466-9757. Contact Mason or Seth Forrence at 518-643-9527, between 1-4pm.

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

All applicants must be able, willing and qualified to perform the work described in the job order and must be available for the entire period of employment specified in box 9, page1. This work order is for qualified people perform the duties of pruning, general orchard work and harvest produce in an apple orchard. Workers must have the knowledge and ability to prune and train apple trees, and be willing to work in varied weather conditions- as low as 15 degrees and work on snow covered grown up to one foot deep and during harvest as high as 90 degrees with damp mornings. Workers must be able to handle and climb a 20 foot ladder and know how to use a chain saw. Other duties may include hand thinning, as well as harvesting apples in the fall. Productivity must be at least 60- 1-1/8 bushel boxes per 7 hours worked with no more than 4% bruising for fresh market. In addition workers may be asked to drive tractor, pick up brush and stones orchard floor, and repair broken bins, plant and water trees. Also may be necessary for workers to drive truck to remove apple bins from the outlying orchards at harvest time. Employer will furnish to workers without cost all tools and equipment required to perform duties assigned. Worker will be given ½ for lunch. Beginning and ending times will vary depending on the conditions in the orchard. Three Months of experience required. Must be able to take directions in simple English.

- a. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si  No  If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3months

- b. Check all requirements that apply:

- |   |   |
|---|---|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos   | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales             |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor                           | <input type="checkbox"/> Drug Screen / Detección de Drogas  |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará                   | <input checked="" type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente      |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos                           | <input checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos                      |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas  | <input checked="" type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia     |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>80</u> lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos                | obligatorio   |

**17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)**

Crop Activillas	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidades	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions* Deducciones	Yes/Sí	No	Pay Period / Periodo de Pago / /
General Orchard	\$ 10.91	\$ NONE	NONE	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Fresh Market Standard	\$ 10.91	\$ 1.20 1 1/8 bu.	NONE	Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fresh Market DWF	\$ 10.91	\$ 1.00 1 1/8 bu.	NONE	State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi- weekly/ Quince nal
Drops	\$ 10.91	\$ .54 1 1/8 bu.	NONE	Meals / Comidas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Processing	\$ 10.91	\$ .90 1 1/8 bu.	NONE	Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mens ual <input type="checkbox"/>
							Other/O tro <input type="checkbox"/>

**18. More Details About the Pay / Mas Detalles Sobre el Pago:**

Commissary meals \$12.96 maximum per day (only during harvest, which starts approx. 8/25/2013).

**19. Transportation Arrangements / Arreglos de Transportación**

AFTER 15 DAYS OR 50% OF THE WORK CONTRACT PERIOD WHICHEVER COMES FIRST, THE EMPLOYER SHALL REIMBURSE THE WORKERS FOR COST OF TRANSPORTATION AND SUBSISTENCE FROM PLACE OF RECRUITMENT TO PLACE OF WORK, EXCEPT THAT ANY WORKER PROTECTED PURSUANT TO THE FAIR LABOR STANDARDS ACT WILL BE PAID IN COMPLIANCE WITH THE FLSA BEGINNING IN THE FIRST WORK WEEK. UPON COMPLETION OF THE WORK CONTRACT, THE EMPLOYER WILL PAY REASONABLE COSTS OF THE RETURN TRANSPORTATION AND SUBSISTENCE TO THE PLACE OF RECRUITMENT EXCEPT WHEN THE WORKER WILL NOT BE RETURNING TO THE PLACE OF RECRUITMENT, DUE TO SUBSEQUENT EMPLOYMENT WITH ANOTHER EMPLOYER WHO AGREES TO PAY SUCH COST, IN WHICH CASE THE EMPLOYER ONLY PAYS FOR THE TRANSPORTATION 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 DISTANCES INVOLVED. THE AMOUNT OF THE DAILY SUBSISTENCE MUST BE NO LESS THAN \$11.13 PER DAY WITHOUT RECEIPTS AND UP TO \$46.00 PER DAY WITH RECEIPTS AS THE AMOUNT TO BE REIMBURSED.

GREEN MOUNTAIN  
2/25/12

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

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

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

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

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

Yes/Si  No

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

NONE

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

NONE

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

Yes/S  No

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

Seth Forrence

Orchard Manager

Employer's Printed Name & Title / Nombre y Título en Letra de Maide/Imprenta del Empleador

Seth Forrence

February 13<sup>th</sup>, 2013

Employer's Signature / Firma y Título del Empleador

Data / Fecha

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

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

**PUBLIC BURDEN STATEMENT**

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

**DECLARACION DE CARGA PÚBLICA**

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

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

**20 CFR 653.501  
Assurances**

**INTRASTATE AND INTERSTATE CLEARANCE ORDER**

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

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

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

The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

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

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

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

Employer's Name Seth Forrence Date: February 13, 2013

Employer's Signature 

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

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

Job Order Number: \_\_\_\_\_

**A: CLARIFICATION OF ITEMS ON FORM ETA 790**

**Item 3: Housing**

- a. Housing and utilities are provided at no cost to H-2A workers and those workers in corresponding employment who are unable to return to their place of residence the same day.
- b. Housing beds, bedding and mattresses will be furnished at no cost to the workers.
- c. Housing will be clean and meet the applicable federal and State housing standards.
- d. Workers will be responsible for maintaining housing and surrounding areas in a neat, clean manner.

**Item 16: Job Specifications**

- a. Workers must be able to demonstrate that they are physically able to perform the work as described.
- b. Employer may terminate worker with timely notification to the NPC and DHS, if the worker:
  - 1) Refuses, without cause, to perform work for which the worker was recruited and hired;
  - 2) Commits serious acts of misconduct; or
  - 3) Fails, after completing any training or break-in period, to reach production standards (if applicable)
  - 4) Abandons Job ("Job Abandonment") – is absent for five consecutive previously scheduled days without prior notification to employer.

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

The employer will offer, advertise in its recruitment, and pay a wage that is the highest of the AEW, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment. Employer assures that if a change in the AEW requires an increase such increase will be paid as of the effective date of the increase. Also if the AEW is decreased this will become the wage effective of the date of the decrease.

- a. If piece rate earnings for total hours of work at a piece-rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to the guaranteed minimum wage rate.
- b. In New York State, the only deductions that can be taken from worker pay are:
  - 1. Those required by law, such as Social Security, income tax, and garnishment of wages;
  - 2. those that benefit workers and are authorized in writing, such as life insurance, or a savings account

**Any other deductions are illegal.**

- c. The employer guarantees to offer employment for a minimum of  $\frac{3}{4}$  ("three fourths guarantee") of the hours in the workdays during the period of the contract, and all extensions thereof. This guarantee begins with the first workday after the worker's arrival at the place of employment and ends on the date specified on the job order or extensions thereof. In fire, weather or Act of God terminations (as determined by the Certifying Officer) the  $\frac{3}{4}$  guarantee period ends on the date of termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such a transfer is not affected, the employer must (1) return the worker, at the employers expense, to the place from which the worker

(disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H2A employer, whichever the worker prefers (2) reimburse the worker the full amount of any deductions made from the workers pay by the employer for transportation and subsistence expenses to the place of employment; and (3) pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employers place of employment. Daily subsistence must be computed as set forth in paragraph (h) of the section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved provide the guarantees in Item 17 (a) below.

- d. Workers will not be required to work more than the number of hours specified in the job order for a workday or on their Sabbath or federal holidays to meet this guarantee. The worker's average hourly earnings will be used under this guarantee where wages are paid on a piece rate basis. Workers who are terminated for cause or who voluntarily abandon their job are not entitled to this guarantee if employer provides timely notification to the NPC and DHS.
- e. On or before each payday the employer will provide to each worker in one or more written statements the following information: (1) the workers total earnings for the pay period; (2) the workers hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the ¾'s guarantee as determined in paragraph (l) of the regulations at 20 CFR sec. 655.122(k), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; (8) the employer's name, address, and FEIN.
- f. Workers with school age children who have migrated with such children and who depart in time to return home for the beginning of the school year shall be paid, in addition to the basic wages, any bonus or other incentive payments or other expenses to which they would be entitled had they stayed the entire job order period.

COOPERATIVE  
BY  
Date  
\_\_\_\_\_  
11/20/12

**Item 19: Transportation**

Employer agrees to reimburse inbound transportation and subsistence expenses (~~\$11.43~~<sup>11.47</sup> 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 17 (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. The amount of daily subsistence will be in accordance with current rates published in the *Federal Register* (for workers with and without receipts).
- c. If requested by the worker, employer will assist in making transportation arrangements.
- d. Employer will provide transportation, at no cost to the worker, from the employer provided housing to the actual work site and return at the end of the day.

**Item 23: Tools and Equipment**

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

**B: OTHER CLARIFICATIONS AND ASSURANCES**

1. The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.135.
2. The employer will expeditiously notify the State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.
3. Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.501(xvi).
4. Where appropriate, the employer is certified in the use and application of pesticides per Federal Environmental Protection Agency and State Department of Environmental Conservation requirements. The employer assures that workers hired under this order who will be handling pesticides will be provided appropriate training.
5. The employer will provide to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the workers in a language understood by the worker.
6. The employer assures that if acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on the order, he has a valid federal FLC certificate or FLCE identification card.
7. The applicant assures that he/she complies with NYS registration requirements. Farm labor contractors anticipating employment contracting with growers or processors in New York State, growers or processors in New York State who use the services of a farm labor contractor, and growers or processors in New York State who, without using the services of a farm labor contractor, are responsible for bringing into the state five or more out-of-state migrant farm or food processing workers, including H-2A workers, are required to register with the New York State Department of Labor and pay a registration fee in addition to any other fees that may be applicable.

Employer Signature                     *Seth Fourn*                    

2-2013



In the Heart of the Champlain Valley



Growers & Packers of Fancy McIntosh & Cortland Apples

Mason R. Forrence  
President

Peter P. Forrence  
Vice President

McIntosh E. Forrence  
Secretary, Treasurer

February 13<sup>th</sup>, 2013

U.S. Department of Labor  
Office of Foreign Labor Certification  
11 West Quincy Court  
Chicago, IL 60604

RE: Maximum Daily Meal Charge

Dear Sir/Madam,

Pursuant to authority granted you by Sections 20 CFR 655.202(b) (4) and 65.21 (a) we hereby respectfully request permission to charge the maximum amount of \$12.96 for three meals a day for the coming harvest season. Enclosed, please refer to the follow:

- a. Listed menus and prices for 2013
- b. Summary of projected meal costs for 2013

The maximum amount allowable this year, as cited in the above regulation is \$11.13. As you can see, the actual cost for the meals this year exceeds the authorized amount of \$11.13. Forrence Orchards, Inc. would consider this letter as our request for the Certifying Officer to authorize the maximum daily meal charge of \$12.96 per day. These costs were developed in cooperation with the catering service that has provided meals for our workers for many years.

Please be assured, that once certified three meals per day will be served, seven days per week at a cost of \$12.96 per man per day during the harvest period which starts in late August and concludes in mid October. Workers will purchase food and cook in the fully equipped kitchen free of charge during the non harvest part of this job order.

Thank you in advance for your consideration in this matter. Sincerely,

A handwritten signature in cursive script that reads "Seth Forrence".

Seth Forrence  
Orchard Manager  
Forrence Orchards, Inc.

# 7-DAY MENU

## J&J Catering Services, Inc.

	Tuesday	Wednesday	Thursday
<b>Monday</b>	<b>Breakfast</b> Eggs Sausage Bread Grits Oatmeal Cornmeal Porridge Coffee/Tea/Hot Chocolate	<b>Breakfast</b> Eggs Carrots & Cabbage Bread Grits Cornmeal Porridge Oatmeal Coffee/Tea/Hot Chocolate	<b>Breakfast</b> Eggs Pancakes Bread Grits Cornmeal Porridge Oatmeal Coffee/Tea/Hot Chocolate
<b>Lunch</b>	<b>Fried Chicken</b> Rice Pinto Beans Bread Soda	<b>Curried Chicken</b> Rice Pinto Beans Bread Soda	<b>Stewed Chicken and Peas</b> Rice Pinto Beans Bread Soda
<b>Dinner</b>	<b>Oxtail</b> Rice & Pinto Beans Green Beans Bread Milk Coffee/Tea	<b>Beef</b> Rice and Pinto Beans Peas Bread Hawaiian Punch Coffee/Tea	<b>Soup w/ Chicken and Oxtail</b> Rice and Pinto Beans Bread Potatoes Kool - Aid Coffee/Tea

<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
<b>Breakfast</b> Eggs Sausage Bread Grits Cornmeal Porridge Oatmeal Coffee/Tea/Hot Chocolate	<b>Breakfast</b> Eggs Carrots & Cabbage Bread Fresh Fruit Oatmeal and Cornmeal Porridge Grits Coffee/Tea/Hot Chocolate	<b>Breakfast</b> Eggs Bacon Bread Grits Oatmeal Cornmeal Porridge Coffee/Tea/Hot Chocolate

<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>
Baked Chicken Rice Pinto Beans Bread Soda	Chicken Stir-Fry Rice Pinto Beans Bread Soda	Stewed Chicken Rice Pinto Beans Bread Soda

<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>
Fish Rice and Pinto Beans Potatoes Salad Bread Pineapple Juice Coffee/Tea	Fried Chicken Rice and Pinto Beans Mixed Vegetables Potatoes Bread Sunny Delight Coffee/Tea	Curried Goat Rice and Pinto Beans Salad Potatoes Bread Hawaiian Punch Coffee/Tea

Forrence Orchards In.  
 2731 Route 22  
 Peru, NY 12972

**2013 Menu**

**J&J Catering Services**

**01/28/13**

**AVERAGE DAILY BREAKFAST**

Eggs:	\$63.00
Meat:	\$92.40
Hot Cereal:	\$71.40
Grits:	\$35.70
Margarine:	\$33.80
Bread:	\$44.10
Coffee:	\$48.30
Hot Chocolate/Tea:	\$37.80
<b>Total</b>	<b>\$426.30</b>

**AVERAGE DAILY LUNCH**

Entrée such as:	
Fried Chicken	\$205.88
Stewed Chicken	\$205.88
Rice:	\$75.60
Pinto Beans:	\$48.30
Bread:	\$35.70
Soda:	\$109.20
Styrofoam Cont., etc.:	\$10.50
<b>Total</b>	<b>\$691.06</b>

**Dinner Menus**

Oxtails:	\$625.00
Rice:	\$75.60
Pinto Beans:	\$48.30
Green Beans:	\$44.10
Bread:	\$35.70
Milk:	\$92.40
Coffee/Tea:	\$39.90
<b>Total</b>	<b>\$861.00</b>

Soup w/ Chicken and Oxtail:	\$352.80
Rice:	\$75.60
Pinto Beans:	\$48.30
Potatoes:	\$27.30
Bread:	\$35.70
Kool-aid:	\$35.70
Coffee/Tea:	\$39.90
<b>Total</b>	<b>\$815.30</b>

Pork:	\$350.70
Rice:	\$75.60
Pinto Beans:	\$48.30
Corn:	\$56.70
Bread:	\$35.70
Sunny Delight:	\$44.10
Coffee/Tea:	\$39.90
<b>Total</b>	<b>\$851.00</b>

Fish:	\$525.00
Rice:	\$75.60
Pinto Beans:	\$48.30
Salad:	\$66.10
Bread:	\$35.70
Pineapple Juice:	\$44.10
Coffee/Tea:	\$39.90
<b>Total</b>	<b>\$833.70</b>

Beef:	\$438.90
Rice:	\$75.60
Pinto Beans:	\$48.30
Peas:	\$44.10
Bread:	\$35.70
Hawallian Punch:	\$44.10
Coffee/Tea:	\$39.90
<b>Total</b>	<b>\$726.60</b>

Fried Chicken:	\$525.00
Rice:	\$75.60
Pinto Beans:	\$48.30
Mixed Vegetables:	\$44.10
Bread:	\$35.70
Sunny Delight:	\$44.10
Coffee/Tea:	\$39.90
<b>Total</b>	<b>\$812.70</b>

**Forrence Orchards Inc.**  
**2731 Route 22**  
**Peru, NY 12972**

**2013 Menu**

**Dinner Menu (cont.)**

<b>Curried Goat:</b>	<b>\$525.00</b>
<b>Rice:</b>	<b>\$75.60</b>
<b>Pinto Beans:</b>	<b>\$48.30</b>
<b>Salad:</b>	<b>\$65.10</b>
<b>Potatoes:</b>	<b>\$27.30</b>
<b>Bread:</b>	<b>\$35.70</b>
<b>Hawaiian Punch:</b>	<b>\$44.10</b>
<b>Coffee/Tea:</b>	<b>\$39.90</b>
<b>Total</b>	<b>\$861.00</b>

**Average Weekly Totals**

<b>Breakfast</b>	<b>\$5,385.50</b>
<b>Lunch</b>	<b>\$6,394.50</b>
<b>Dinner</b>	<b>\$7,291.20</b>
	<b><u>\$19,051.20</u></b>

**Food cost accounts for all expenses**