



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-pas)

<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>Voelpel Farms Inc. Attn: Jane Voelpel 2770 West Creek Road Newfane, NY 14108</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 16-1371185</p> <p>b) Telephone Number / Número de Teléfono: 716-628-1919</p> <p>c) Fax Number / Número de Fax: 716-778-5468</p> <p>d) E-mail Address / Dirección de Correo Electrónico: onecabbage@aol.com</p>	<p style="text-align: center;">Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p> <table border="1" style="width: 100%;"> <tr> <td data-bbox="797 415 1182 625"> <p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45209202</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworkers and Laborers, Crop</p> </td> <td data-bbox="1182 415 1557 625"> <p>5. Job Order No. / Num. de Orden de Empleo: NY1123464</p> </td> </tr> </table> <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>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45209202</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworkers and Laborers, Crop</p>	<p>5. Job Order No. / Num. de Orden de Empleo: NY1123464</p>						
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<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo: 14108 mb 4/8/15 2770 West Creek Road, Newfane, NY. Take Route 78 North from Lockport, turn Left onto Ide Road and then Left on West Creek Road Worksite is owned and operated by employer.</p> <p>2770 Camino Occidental del Riachuelo, Newfane, NY. Tome Ruta 78 del norte de Lockport, la vuelta Dejó en el Camino de Ide y entonces Dejó en el Camino Occidental de Riachuelo Sitio de trabajo es propiedad y operado por el empleador.</p> <p>See attached sheet for additional worksite listings.</p>	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 4/9/15</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 9/5/2015</p>								
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: 14028 2195 North Beebe Road, Town of Wilson, Niagara County, NY. Northeast corner of Wilson-Burt and North Beebe Road intersection. Additional frame houses at 2747 & 2750 West Creek Road, Newfane, NY. 14108</p> <p>2195 Beebe Camino del norte, el Pueblo de Wilson, Condado de Niágara, NY. El rincón del noreste de Wilson-Burt y cruce del norte de Beebe Camino. Las casas de madera adicionales en 2747 & 2750 Camino Occidental de Riachuelo, Newfane, NY.</p> <p>a) Description of Housing / Descripción de la vivienda: Campsite consits of six-4 bed barracks; common kitchen and living areas; toilet, shower and laundry facilities in separate romos within building. Municipal wáter and heat. Total capacity of all buildings 39.</p> <p>Consits de camping de seis-4 cuartel de cama; la cocina común y áreas vivas; baño, las facilidades de ducha y ropa sucia en el romos separado dentro de edificio. Wáter municipal y caliente. La capacidad total de todos los edificios 39.</p>	<p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo: From / Desde: 06/01/15 To / Hasta: 12/10/15</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 25</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 45 mb 4/8/15</p> <table border="0"> <tr> <td>Sunday / Domingo <u>0</u></td> <td>Thursday / Jueves <u>8</u></td> </tr> <tr> <td>Monday / Lunes <u>8</u></td> <td>Friday / Viernes <u>8</u></td> </tr> <tr> <td>Tuesday / Martes <u>8</u></td> <td>Saturday / Sábado <u>5</u></td> </tr> <tr> <td>Wednesday / Miércoles <u>8</u></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: 7:00am – 3:30pm Monday – Friday 7:00am – 12noon Saturday</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p style="text-align: center;">RECEIVED APR 03 2015</p>	Sunday / Domingo <u>0</u>	Thursday / Jueves <u>8</u>	Monday / Lunes <u>8</u>	Friday / Viernes <u>8</u>	Tuesday / Martes <u>8</u>	Saturday / Sábado <u>5</u>	Wednesday / Miércoles <u>8</u>	
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Wednesday / Miércoles <u>8</u>									

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

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

mb
4/8/15

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.

Call employer for appointment – Jane Voelpel (716) 628-1919. All applicants should receive full disclosure prior to referral. Complete job order is available on NYS-DOL website or at any One-Stop or DOL office.

Llame a empleador por la cita – Jane Voelpel (716) 628-1919. Todos los solicitantes deben recibir revelación llena antes de referencia. La orden completa del trabajo está disponible en el sitio web de NYS-DOL o en Integrado o la oficina de DOL.

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

See #28 for full description

Vea #28 para la descripción llena

1. 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: 3

2. 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 checked="" 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>55</u> lbs./libras | <input type="checkbox"/> OT/Holiday Is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Sí	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Cabbage – Harvest	\$11.26	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Cabbage – Plant & Cultivate	\$11.26	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	✓
Pumpkins/Squash – Plant & Cultivate	\$11.26	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly/ Quincenal
Pumpkins/Squash - Harvest	\$11.26	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

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

19. Transportation Arrangements / Arreglos de Transportación

All transportation is arranged by Florida East Coast Travel and the employer at no cost to the workers. Travel subsistence is \$11.86 per day. *w/out receipts, maximum of \$46/day w/ receipts. mb 4/8/15*

Todo el transporte es arreglado por Viaje de Costa Este de Florida y el empleador en ningún costo a los trabajadores. La subsistencia del viaje es \$11.86 por día.

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/Ninguno

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

None/Ninguno

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

Yes/Si No

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

Jane M. Voelpel, Owner/Personnel Manager

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

Jane M. Voelpel

April 3, 2015

Employer's Signature / Firma y Título del Empleador

Date / Fecha

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

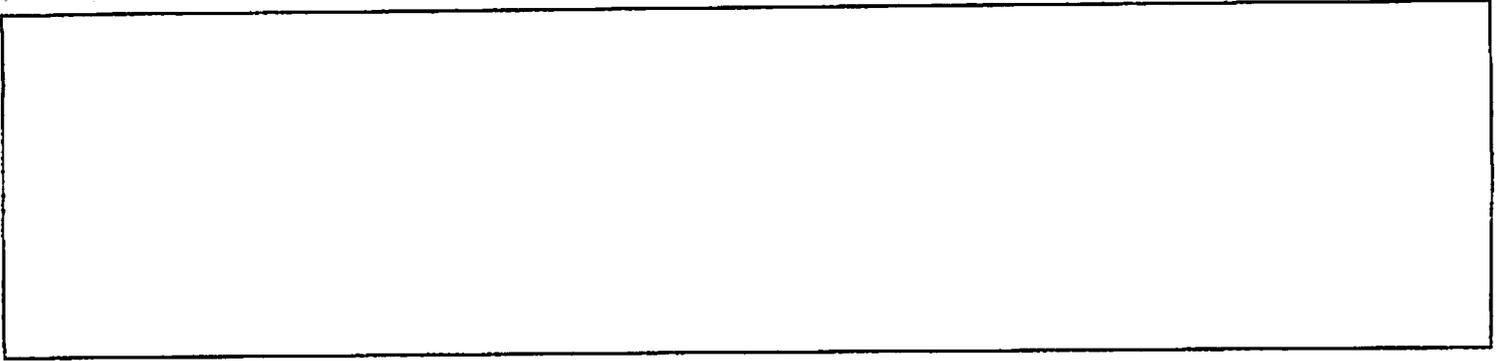
LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad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

PUBLIC BURDEN STATEMENT

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

DECLARACION DE CARGA PÚBLICA

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



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

During the anticipated period of employment, the primary activity on the farm is planting, cultivating, harvesting and packing cabbage, winter squash and/or pumpkins. Workers will be required to pull and transplant seedlings from cabbage beds, hoe weeds from planted fields and hand cut mature cabbage heads, winter squash and/or pumpkins in the field and load into cabbage/pumpkin/winter squash field bins and/or wagons. Care must be taken to avoid damage to the cabbage, winter squash and/or pumpkins. Workers must be physically able to cut cabbage and pick winter squash and pumpkins; which requires extended periods of bending. Working conditions are often cold, wet and muddy or hot and dry. Applicants will pick-up rocks and tree roots from fields; as well as set and move aluminum irrigation pipe (6-inch diameter and 30-foot long). Packing line requires up to 55-pounds repetitive lifting. All applicants are required to have three months experience in all duties outlined in this job order and the ability to comprehend English. Experience must be in commercial cabbage, winter squash and pumpkin production. Workers must comply with Global Food Safety Initiative.

workers

Durante el período previsto de empleo, la actividad primaria en la granja es plantar, cultivar, cosecha y embalaje repollo, zapallo o calabaza. Los trabajadores se requerirá para tirar y trasplante de plántulas de las camas de repollo, azada malezas de campos sembrados y mano cortan cabezas maduras col, calabaza de invierno o las calabazas en el campo y la carga en contenedores de campo Col/calabaza/zapallo o vagones. Debe tenerse cuidado para evitar daños a la col, la calabaza de invierno y/o calabazas. Los trabajadores deben ser físicamente capaces de cortar repollo y recoger calabazas de invierno y las calabazas; que requiere largos períodos de flexión. Las condiciones de trabajo son a menudo frío, húmedo y fangoso o caliente y seco. Los solicitantes will pick-up piedras y raíces de los árboles de los campos; así como establecer y mover el tubo de riego de aluminio (6 pulgadas de diámetro y 30 pies de largo). Línea de embalaje requiere hasta 55 libras de elevación repetitivo. Todos los solicitantes están obligados a tener tres meses de experiencia en todas las tareas descritas en este orden de trabajo y la habilidad de entender a Inglés. Experiencia debe estar en producción calabaza, calabaza de invierno y col comercial. Los trabajadores deben cumplir con Global Food Safety Initiative.

Trabajadores

nb
4/8/15

**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 Jane M. Voelpel Date: April 3, 2015

Employer's Signature Jane M. Voelpel

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
Terms and Conditions/Clarifications and Assurances/
Additional Information**

A: CLARIFICATION OF ITEMS ON FORM ETA 790

Item 2: Work-Site Locations

- Town of Somerset
 - Hornings – Haight Road, From Route 18 turn South on Hosmer Road, East on Haight Road (farm on both north and south sides of road)
 - Staples – West Somerset Road, From Route 18 turn South on Hess Road, East on West Somerset Road (farm on north side of road near old barn)
- Town of Newfane
 - Edmister Home Farm – Hatter Road, From Route 78, turn East onto Hatter Road, North side (old barn)
 - Cemetery Field – Route 78, Route 78 just North of Hatter Road, East side between 2 cemeteries
 - Eggleston – McKee Road (corner of Coomer), Route 78, turn West on Ide Road, South on Coomer Road, East on McKee Road, field on north side (Northeast corner of McKee and Coomer Roads)
- Town of Wilson
 - Martins – Wilson-Burt Road, Route 78, turn West on Ide Road, North on Coomer Road, West on Wilson-Burt Road, North side of Road (just inside Town of Wilson)
 - Hills Corners - Chestnut Road & Maple Road – Route 425, turn East on Chestnut Road – field located on Northeast Corner of Maple and Chestnut Roads (fronting on Chestnut Road down East side of Maple Road)
 - Water Tower Farm (Route 425) – Route 425, field located South of Town of Wilson Highway Garage (West side of Road)
 - Johnsons – Wilson-Burt Road – Route 78, turn West on Ide Road, North on Coomer Road, West on Wilson-Burt Road, turn South on Beebe Road, take Lane on old Railroad track on West side of road.
 - Hall – Wilson-Burt Road – access from Johnson Farm (see above) and follow lane further to the West
 - Rohring – Route 425 – Farm located on Route 425, West side of Road, South of Ide Road
 - Barnum – Maple Road – Route 78, West on Ide Road, South on Maple Road, East side of road by barn
 - North Beebe Road (seedbed) – Route 18, South on North Beebe Road, East side of Road, first field
 - Pease, Home Farm – Wilson-Burt Road, Route 18, South on Maple Road, East on Wilson-Burt Road, North side of road, east of old brick house
 - Pease, Maple Road (South of Railroad track) – Route 18, South on Maple Road, East and West sides of road just south of Railroad track
 - Pease, Wilson-Burt (North of Railroad track) – Route 18, South on Maple Road, East on Wilson-Burt Road, South side, take lane just East of old barn by apple trees
 - Pease, West by School – Wilson-Burt Road – Route 18, South on Maple Road, West on Wilson-Burt Road, field on North side

All worksites owned or rented by and operated by employer.

mb 4/8/15

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 14: 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 16: Job Specifications

- a. Workers must be able to demonstrate that they are physically able to perform the work as described.
- b. The employer will provide 3 days of training ~~and/or allow 3 days of work for worker to reach production standards if applicable.~~
- c. ~~Production Standards (if applicable): After completion of training or break-in period,~~ employer will expect worker to: **N/A**
- d. Employer may terminate worker with timely notification to the NPC and DHS, if the worker:
 - 1) Refuses, without cause, to perform work for which the worker was recruited and hired;
 - 2) Commits serious acts of misconduct; or
 - 3) Abandons Job ("Job Abandonment") – is absent for five consecutive previously scheduled days without prior notification to employer.

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4/8/15

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 on 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; and
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 employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers; (2) reimburse the worker the full amount of any deductions made from the worker's 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 employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of 655.122. 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 19 (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 worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the $\frac{3}{4}$ 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; and (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.
- g. The employer will provide workers referred through the interstate clearance system 45 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the SWA no later than 10 business days before the date of need. If the employer fails to notify the NYS Department of Labor,

then the employer shall pay an eligible worker referred through the clearance system **\$506.70** (number of hours of work x AEWR/prevaling wage/minimum wage) for the first week starting with the originally anticipated date of need. If worker referred fails to notify the NYS Department of Labor of continued interest in the job at least 5 days before date of need, worker will be disqualified from this assurance. Employer will will not require worker to perform alternative work if the guarantee cited in this section is invoked.

Alternative work: **General clean-up**

- h. Employer will maintain adequate payroll records. Workers will be paid weekly on **Friday** for work through the previous **Sunday**.

Item 19: Transportation

Employer agrees to reimburse inbound transportation and subsistence expenses (\$11.86 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 22: Workers' Compensation

The employer assures that Policy # **Z-406053-9** issued by **The State Insurance Fund** 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.

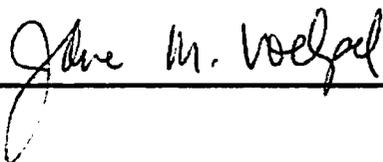
Item 23: Tools and Equipment

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. If applicable, 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, if applicable.
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/she 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, **not 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. This statement applies only to H-2A employers who also employ five or more out-of-state migrant workers.

Employer Signature _____



4-2015