



**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)

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):

**Plummer Orchards, LLC**  
1484 E. Townline Rd.  
Waterport, NY 14571

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 27-3594274

b) Telephone Number / Número de Teléfono: 585-765-9409

c) Fax Number / Número de Fax: 585-765-1301

d) E-mail Address / Dirección Electrónica: thegeetzer@yahoo.com

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo: 1724 E. Townline Rd., Lyndonville NY 14098. The worksite is owned and operated by Plummer Orchards, LLC.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: 12136 Platten Rd., Lyndonville NY 14098  
For directions see #28

a) Description of Housing / Descripción de la vivienda: The camp is a 2 story house  
22 person capacity (w)

**RECEIVED**  
JAN 06 2016

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

4. SOC (O\*NET/OES)  
Occupational Code / Código Industrial:  
45209202

5. Job Order No. / Num. de Orden de Empleo:  
NY 1157036

a. SOC (ONET/OES)  
Occupational Title / Título Ocupacional: Farmworkers, Laborers, Crop.

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

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

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:  
1/11/2016

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:  
7/15/2016

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:  
From / Desde 3/15/2016 To / Hasta 11/15/2016

10. Number of Workers Requested / Número de Trabajadores Solicitados: 10

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 45

Sunday / Domingo	0	Thursday / Jueves	8
Monday / Lunes	8	Friday / Viernes	8
Tuesday / Martes	8	Saturday / Sábado	5
Wednesday / Miércoles	8		

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas para las diferentes actividades de la temporada: na

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

Employer / Empleador: Yes / Si  No

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.

We supply all necessary cooking utensils and kitchen facilities for workers to prepare their own meals.

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 / Veal las instrucciones para más detalles. Applicant may apply at any state workforce agency, Onestop or call this number 877-468-9757

16. Job description and requirements / Descripción y requisitos del trabajo: Pick apples and pears for fresh market and/or processing. Other fruit picking, if required is shown in attachments. Workers must physically be able to pick fruit, most of which is done from ladders with lower branches picked from the ground. Picked fruit is picked in metal framed, canvas covered picking buckets with canvas straps that slip over the head and rest on the shoulders. The bucket, when filled, weighs up to 40lbs. and is emptied into bulk bins with the capacity equal to 20 bushels. Workers are required to handle ladders up to 24 feet long and weighing 2lbs/ foot. Productivity standards are 3 bins fresh market apples and/or 4 bins processing apples per day. Workers may be instructed to selectively pick trees, mature fruit according to size, color and any other USDA standards. During the period of employment, workers may be trimming and hand thinning trees. All workers must have 1 month experience in the jobs described in this order.

WHL  
EAC  
1/11/16

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: \_\_\_\_\_ 1

2. Check all requirements that apply:

- |  |   |
|--|---|
| <input checked="" 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 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          |

lifting requirement 40 lbs

**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, Pagos Especiales (Bono, etc.))	Deductions*	Yes/Si	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)		Deducciones			/ /
Apples/fresh	\$11.74	\$.92 dwarf	.92 standard	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Apples/Proc.	\$11.74	\$.68/bushel		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Apples/juice	\$11.74	\$.65/bushel		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
Pears/fresh	\$11.74	\$1.40/bushel		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pears/Proc.	\$11.74	\$1.00/bushel		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: NA**

**19. Transportation Arrangements / Arreglos de Transportación** Plummer Orchards, LLC provides All transportation costs. Plummer Orchards, LLC covers all transportation costs.

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

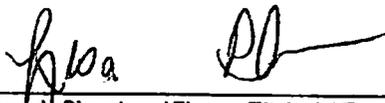
26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí  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.

Lisa Plummer, Owner

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



Employer's Signature / Firma y Título del Empleador

1/6/16

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.

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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.
29. These directions are from 1724 Townline Rd., Lyndonville NY 14098 to get to 12136 Platten Rd.- head South on Townline Rd., for .9 miles and turn right onto Platten road for 1.4 miles and the camp is on the left.

**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.

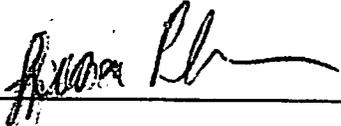
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

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 Lisa Plummer Date: 1/6/16

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.**

FORM ETA 790 ATTACHMENTS

Attachment 1

Job Order No \_\_\_\_\_

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

A. CLARIFICATIONS OF ITEMS ON FORM ETA 790

Item 9 – Wage Rates, Special Pay Information and Deductions:

- a. The Adverse Effect Wage Rate, the prevailing hourly wage rate, or the employer's hourly wage rate, whichever is highest, is guaranteed as a minimum. At the time of submission of this order, the applicable wage is \$ 11.74 per hour. The rate is based on:  
 AEW  Prevailing Wage \_\_\_\_\_ Employer's Offer \_\_\_\_\_

Employer assures that if a change in either the AEW or prevailing hourly wage rate requires an increase in the guaranteed minimum, such increase will be paid for all work done on and after the effective date of such increase.

- b. 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 rate.

- c. Employer will make the following deductions:

FICA  Federal Withholding Tax  CT State Income Tax  Meals \_\_\_\_\_  
Other (Specify) \_\_\_\_\_

To the extent permitted under Federal and State net wage requirements, if so requested by the worker, the employer transfer certain amounts of worker's earnings in a manner consistent with the worker's instructions.

- d. The employer will \_\_\_\_\_ will not  pay the worker a bonus of \$ \_\_\_\_\_, based on Quality Picking \_\_\_\_\_ End of Season \_\_\_\_\_ Other \_\_\_\_\_. Anticipated date by which payments will be made:  
\_\_\_\_\_

- e. The 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 work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the 3/4 guarantee period ends on the date of termination. Worker is not required to work more than the 8 hours per day except when otherwise stated in the job order or on the worker's Sabbath or Federal holidays to meet the guarantee period.

- f. Payroll periods will be: Weekly  Twice Monthly \_\_\_\_\_

- 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 local office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$ 528<sup>00</sup> for the first week starting with the originally anticipated date of need. Employer will \_\_\_\_\_ will not  require worker to perform alternative work if the guarantee cited in this section is invoked.

Alternative Work: \_\_\_\_\_

Alternative Pay (specify only if different from guaranteed minimum) \_\_\_\_\_. If worker referred fails to notify a Job Service Office (preferably the order-holding office) of continued interest in the job at least 5 days before date of need, worker will be disqualified from the above-mentioned assurance.

**Item 10 – Anticipated Hours of Work:**

8 hours per day is normal. The worker may be requested but not required to work 8 hours per day and/or the Sabbath depending upon the conditions at the work site, weather, and maturity of the crop.

**Item 14 – Housing:**

- a. Housing will be clean and meet the applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to have been responsible for damage to housing or furnishings. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.
- b. I request that my order be granted conditional entry into the Interstate and Intrastate Clearance System. I assure that the worker housing will meet the applicable Federal Standards not later than 2/10/16 which is 30 days in advance of my date of need reflected in the attached ETA 790.

**Item 17 – Transportation:**

After the worker has completed 15 days or 50% of the work contract period, whichever comes first, the employer shall reimburse the worker for cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work contract employer will pay reasonable costs of 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 this 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.

**B. OTHER CLARIFICATIONS AND ASSURANCES**

1. **Other:** The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 566.103.
2. **Employer Obligation if Employment Extended:** 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.
3. **Employer Notification of Changes in Employment Terms and Conditions:** The employer will expeditiously notify the order-holding local office 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 in terms and conditions of employment.
4. **Outreach Workers:** Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.
5. **Workers' Compensation:** The employer assures that Policy # R13371158 issued by NUJIF provides the required insurance for injuries arising out of and in the course of employment.
6. **Wage Statements:** The employer will furnish each worker on or before each pay day written statements which provide the following information:
  - a. The worker's total earnings for the pay period.
  - b. The worker's hourly rate and/or piece-rate of pay.
  - c. The hours of employment which have been offered to the worker.
  - d. The hours actually worked by the worker.
  - e. An itemization of all deductions made from the worker's wages.
  - f. If piece-rates are used, the units produced daily.

7. **Training:** The employer will provide 3 days of training and/or allow 3 days of work for worker to reach production standards if applicable.
8. **Production Standards:** After completion of training or break-in period, employer will expect worker to:  
*Pick 3 bins fresh apples and 4 bins processing apples per day.*
9. **Termination:** Employer may terminate the worker with notification to the Employment Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach production standards when 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 provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.
10. **Worker Agreement:** A copy of the contract or this Job Clearance Order will be provided to the worker by the employer no later than on the day the work commences.
11. **Farm Labor Contractor:** 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 FLC certificate or FLCE identification card.
12. **Non-Monetary Benefits:** Non-monetary benefits provided by the employer are:  
*housing, transportation.*
13. **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.
14. **Tools and Equipment:** The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.
15. **Number of Employees:** The application shall state the total number of workers the employer anticipates employing in agricultural labor or service activity covered by this job order. The employer normally hires 10 workers for the activities covered by this job order.
16. **Transportation to Work:** For workers who are provided housing, transportation at no cost to the worker will be provided between the housing and the worksite. The transportation provided will be in accordance with applicable laws and regulations.