



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

OMB Control No. 1205-0134  
Expiration Date: March 31, 2019

**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><b>Childstock Farms, Inc. 156 Child Road Malone NY 12953 C/O Leonard J. D'Arrigo, Esq. Whiteman Osterman &amp; Hanna LLP Once Commerce Plaza Albany, NY 12260</b></p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:</p> <p><b>14-1635843</b></p> <p>b) Telephone Number / Número de Teléfono:</p> <p><b>(518) 569-8448</b></p> <p>c) Fax Number / Número de Fax:</p> <p><b>(518) 483-4820</b></p> <p>d) E-mail Address / Dirección de Correo Electrónico:</p> <p><b>rchild@childfarm.net</b></p>	<p><b>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</b></p>
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p><b>156 Child Rd, Malone, NY 12953</b></p> <p><b>Directions: From Malone, Take Route 30 South to Child Road. Travel approximately 1/2 mile, cross the stream, continue short distance then turn left at second drive.</b></p> <p><b>971 St. Rt. 86 Gabriels, NY 12939</b> <b>Directions: From Malone, NY, Take NY30 S/ Finney Blvd. to left on NY86E, to 971 St. Rt. 86</b></p> <p><b>Worksites owned and operated by Childstock Farms, Inc.</b></p>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial:</p> <p><b>45209202</b></p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional</p> <p><b>Farmworkers &amp; Laborers CNP</b></p> <p>5. Job Order No. / Num. de Orden de Empleo:</p> <p><b>NY1165140</b></p>
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p><b>129 Child Road, Malone, NY 12953. Take Route 30 South to Child Road. Travel approximately 1/2 mile, cross the stream, continue short distance then turn left at second drive.</b></p> <p>a) Description of Housing / Descripción de la vivienda:</p> <p><b>7 mobile homes, 27 bedrooms, 7 baths, 7 kitchens. 38 workers will be housed at this location.</b></p> <p><b>See attached housing rules</b></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):</p> <p><b>877-466-9757</b></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):</p> <p><b>877-466-9757</b></p>
<p style="text-align: center;"><b>RECEIVED</b> MAR 29 2016</p>	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:</p> <p><b>3/31/2016</b></p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:</p> <p><b>8/6/2016</b></p> <p>9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:</p> <p>From / Desde: <b>05/28/2016</b> To / Hasta: <b>10/15/2016</b></p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados:</p> <p><b>38 34</b> <span style="float: right;"><b>EGU 4/2/16</b></span></p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: <b>40 hours</b></p> <p>Sunday / Domingo <sup>0</sup> _____ Thursday / Jueves <sup>7</sup> _____ Monday / Lunes <sup>7</sup> _____ Friday / Viernes <sup>7</sup> _____ Tuesday / Martes <sup>7</sup> _____ Saturday / Sábado <sup>5</sup> _____ Wednesday / Miércoles <sup>7</sup> _____</p> <p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:</p> <p><b>40 hours</b></p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador: Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/></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.

**Employer will provide free cooking and kitchen facilities. Workers will buy and prepare own food. Employer will provide free transportation for workers to and from the neighboring closest town at least once per week for supplies and/or banking (for workers for whom housing must be provided).**

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.

**The employer agrees to interview U.S. workers referred by SWA and who apply through required newspaper advertising, Monday-Friday, between 9:00am and 4:00pm by calling owner, Ralph Child at (518) 569-8440.**

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

**Hand-harvest and field pack vegetables (potatoes, greens, spinach, herbs). Weed, thin plants, cut seed potato, and grade potatoes. Prepare field for planting. Transplant plants, riding on transplanter or by hand. Tie vegetables in bunches or top them. Pick, cut, lift or pull crops to harvest them. Knives will be used when harvesting and field packing. Load field trallers. Care must be taken to prevent damaging product and plants. Operate tractors, tractor-drawn machinery, and self-propelled machinery to harvest crops. Workers must be physically able to lift up to 60 lbs with assistance. Employer will furnish to workers, without cost, all tools and equipment required to perform duties assigned. Field temperatures range from 10 to 100 degrees (F) with possible wet morning conditions. After hire, employer may conduct random drug testing at employer's expense. See addendum and attachment #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: 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 checked="" type="checkbox"/> Drug Screen / Detección de Drogas   |
| <input checked="" 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 type="checkbox"/> Extensive Walking / Caminar por largos ratos   |
| <input 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 _____ lbs / libras  | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias 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/SI	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Potatoes	\$ 11.74	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semana
Herbs/cilantro	\$ 11.74	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parsley	\$ 11.74	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
Greens	\$ 11.74	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spinach	\$ 11.74	\$		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:

**Employer will withhold only as authorized by law. See attachment 18. Employer will withhold for all U.S. workers**

19. Transportation Arrangements / Arreglos de Transportación

**Employer agrees to reimburse inbound transportation and subsistence expenses to each worker, and any person, government agency or private organization which, on behalf of the worker has paid or advanced such transportation and subsistence expenses, from the residence, place of last employment or place of recruitment to the job site 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. Employer will also provide return transportation and subsistence to workers. See attachment 19.**

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?

N/A

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/SI  No

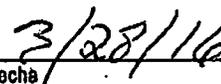
Employer will submit Form ETA9142 upon issuance of accepted job order at least 60 days prior to date of need.

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.

Ralph Child, President

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

  
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.

**Item 16 - Description of Duties and Requirements**

**Hand-harvest and field pack vegetables (potatoes, greens, spinach, herbs). Weed, thin plants, cut seed potato, and grade potatoes. Prepare field for planting. Transplant plants, riding on transplanter or by hand. May tie vegetables in bunches or top them. Pick, cut, lift or pull crops to harvest them. Knives will be used when harvesting and field packing. Load field trailers. Care must be taken to prevent damaging product and plants. Operate tractors, tractor-drawn machinery, and self-propelled machinery to harvest crops. Workers must be physically able to lift up to 60 lbs with assistance. Employer will furnish to workers, without cost, all tools and equipment required to perform duties assigned. Field temperatures range from 10 to 100 degrees (F) with possible wet morning conditions. After hire, employer may conduct random drug testing at employer's expense. Long hours on feet, bend and stoop for long periods. Work is to be done in the field for long periods of time. Workers are expected to perform duties, including boxing, weighing, and loading of produce. Workers will assist in warehousing/palletizing and loading trucks/trailers with produce weighing from 50-601bs and lifting to a height of 5 feet. Production standards apply. Assist with sorting of potato shipments. Cut seed potatoes by hand. Assist with field preparation. Workers referred against this order must have a minimum of 3 months of verifiable experience in the aforementioned. See attachment 26 and separate Work Rules provided with application.**

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 11 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

Ralph Child

Date:

3/28/16

Employer's Signature

Ralph Child

**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 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 \$0 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.

Three days of orientation will be provided for new hires to Childstock Farms to familiarize them with the employer's specific harvest practices. It will consist of demonstrations and verbal instruction given by the employer or a specified employee. Demonstrations will review safety practices in handling and proper techniques for picking, bunching and packing vegetables using a knife. Workers will be encouraged to ask questions and will be questioned to ensure that the specific practices are fully understood. Following completion of the orientation, experienced farm workers will have one trial day to demonstrate their ability to harvest. Workers unable to meet the employer's production standards after completion of the trial date may be terminated at the sole discretion of the employer

- c. Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to:

<u>Crop</u>	<u>Type of Pack</u>	<u>Units/Hour</u>
Herbs	24 count/bunched	8
Cilantro	90 count/bunched	4.4
Parsley	Loose pulled	12

Greens	24 count/bunched	11.5
Turnip	Loose clipped	14.5
Mustard		
Kale, Collard		
Spinach	Root cut loose	11.5
	Root cut bunched (24 count)	7.3
	Clipped loose	11.5

Workers hired under this order will be required to show evidence of right to work in the United States.

When a worker is terminated under any of the above provisions, or if the worker voluntarily terminates his employment, the employer shall not be liable for the three-fourths guarantee.

The job requires a minimum of 3 months of experience working on a diversified crop farm handling both manual and machine tasks with commodity production and harvest activities. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency.

Persons seeking employment as experienced Farm Workers must be available for the entire period requested by the employer.

- 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;
  - 3) Fails, after completing any training or break-in period, to reach production standards (if applicable); or
  - 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 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 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 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 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 40 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the 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 \$ 469.60 (number of hours of work x AEWR/prevailing 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: N/A
- h. Employer will maintain adequate payroll records. Workers will be paid weekly on Friday for work through the previous Saturday.

### **Item 19: Transportation**

Employer agrees to reimburse inbound transportation and subsistence expenses (\$12.09 per day minimum to a maximum of \$51.00 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 #Z588633-8 issued by New York 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. This statement applies only to H-2A employers who also employ five or more out-of-state migrant workers.

Employer Signature

A handwritten signature in black ink that reads "Ralph Child". The signature is written in a cursive style with a large, sweeping initial "R".

2/2018

# CHILDSTOCK FARMS, INC.

156 Child Road

Malone, NY 12953

Phone: (518) 483-1239

Email: [childstockfarms@verizon.net](mailto:childstockfarms@verizon.net)

## ADDENDUM TO FORM ETA9142: PRODUCTION STANDARDS

The employer will provide 3 days of training and/or allow 3 days of work for worker to reach production standards.

### Production Standards

Three days of orientation will be provided for new hires to Childstock Farms to familiarize them with the employer's specific harvest practices. It will consist of demonstrations and verbal instruction given by the employer or a specified employee. Demonstrations will review safety practices in handling and proper techniques for picking, bunching and packing vegetables using a knife. Workers will be encouraged to ask questions and will be questioned to ensure that the specific practices are fully understood. Following completion of the orientation, experienced farm workers will have one trial day to demonstrate their ability to harvest. Workers unable to meet the employer's production standards after completion of the trial date may be terminated at the sole discretion of the employer.

<u>Crop</u>	<u>Type of Pack</u>	<u>Units/Hour</u>
Herbs	24 count/bunched	8
Cilantro	90 count/bunched	4.4
Parsley	Loose pulled	12
Greens	24 count/bunched	11.5
Turnip	Loose clipped	14.5
Mustard		
Kale, Collard		
Spinach	Root cut loose	11.5
	Root cut bunched	7.3
	(24 count)	
	Clipped loose	11.5

Workers hired under this order will be required to show evidence of right to work in the United States.

When a worker is terminated under any of the above provisions, or if the worker voluntarily terminates his employment, the employer shall not be liable for the three-fourths guarantee.

Employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product.

The job requires a minimum of 3 months of experience working on a diversified crop farm handling both manual and machine tasks with commodity production and harvest activities. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency.

Persons seeking employment as experienced Farm Workers must be available for the entire period requested by the employer.

  
\_\_\_\_\_  
Ralph Child  
President - Childstock Farms, Inc.

Date: 3/28/16

## Housing Rules

This housing is temporary in-season housing provided for migrant agricultural workers employed by Childstock Farms, Inc. who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer's property, and to assure the comfort all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing.

1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor.
2. Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants.
3. No person not assigned to the housing unit by the employer may occupy a bed or stay overnight in the housing unit.
4. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and in good repair, in compliance with applicable US government OSHA regulations. Workers will be required to keep the exterior area surrounding the housing clean and clear of debris.
5. Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor.
6. Kitchen facilities and other common areas are the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition.
7. No cooking is permitted in sleeping rooms or any other non-kitchen areas.
8. No cooking grease is to be dumped down the sink, nor out the window. Grease should be put in a tin can and disposed of in the garbage dumpster.
9. Occupants are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.**
10. Occupants must not drop paper, cans, bottles, personal items or other trash in the housing units, yard or surrounding area. Trash and waster receptacles must be used. Lids **MUST** remain on these receptacles at all times as required by law.
11. Workers living in employer's housing may not entertain guests in or on housing premises after 10:00 pm Sunday through Friday or after 12 midnight on Saturday.
12. Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 pm Sunday through Friday, or after 11:00 pm on Saturday.
13. Fighting, horseplay, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing.
14. Any worker who verbally or physically threatens another person with any tool or weapon **WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
15. Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer.

16. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer or the property belonging to other employees.
17. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on. No electric heaters are to be used.
18. Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer.  
**VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
19. Occupants must not deface, damage or destroy the housing or contents. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement costs of the damaged or lost property may be deducted from the worker's wages.
20. **WORKERS WILL BE DISCHARGED** for stealing from the employer or from other workers.
21. The use or possession of illegal drugs will be cause for immediate termination and removal from the housing.
22. Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer.
23. Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state or federal law.
24. Occupants must notify their supervisor if any fire extinguisher has been discharged for any reason.
25. Occupants are prohibited from smoking inside the housing facilities. Smoking is only allowed in outside designated areas.
26. Use or possession of ~~alcoholic beverages or~~ illegal drugs is strictly prohibited in employer provided housing. Use or possession of ~~alcoholic beverages or~~ illegal drugs, failing or refusing to take a drug test will be **CAUSE FOR IMMEDIATE TERMINATION.**

## Reglas de vivienda

Esta vivienda es temporal viviendas de temporada para los trabajadores agrícolas migrantes empleados por Childstock Farms, Inc. que son incapaces de viajar diariamente de su lugar normal de residencia. Las viviendas es el alojamiento en grupo. Todos los residentes deben ser conscientes de los derechos de otros residentes para usufructo de viviendas provistas por el empleador. Para la protección del empleador y de propiedad del empleador y para asegurar la comodidad de todos los residentes, se aplicarán las siguientes reglas de vivienda. Los infractores de las normas de la vivienda será sujeto a medidas disciplinarias, que pueden incluir la terminación de empleo y/o eliminación de la cubierta.

1. Asignaciones de vivienda se realizará exclusivamente por el empleador. Los trabajadores pueden ocupar sólo la vivienda a la que han sido asignados. Los trabajadores sólo puede dormir en habitaciones, áreas o unidades que asignadas por el empleador o designado supervisor.
2. Los trabajadores asignados a la cama de cucheta no pueden separarse las literas, como planta libre es necesario espacio en dormitorios para todos los ocupantes.
3. Ninguna persona no asignada a la unidad de vivienda por el empleador puede ocupar una cama o permanecer durante la noche en la unidad de vivienda.
4. Ocupantes deben cooperar con el empleador y otros trabajadores en el mantenimiento de la unidad de vivienda, limpias y en buen estado, en cumplimiento aplicables nos las regulaciones OSHA del gobierno. Los trabajadores estarán obligados a mantener el área exterior que rodea el alojamiento limpio y claro de los desechos.
5. Trabajadores informará cualquier problema con el problema de la vivienda o cualquier potencial cumplimiento inmediato al descubrir al empleador o supervisor designado.
6. Instalaciones de cocina y otras áreas comunes son el uso de todos los residentes de la unidad de vivienda. Por favor sea considerado con sus compañeros de trabajo. Cada persona que utiliza las instalaciones de la cocina debe limpiar inmediatamente después de cada uso. Todos los ocupantes deben cooperar y compartir la responsabilidad de la limpieza de áreas comunes y mantenerlos en buenas condiciones.
7. Cocinar no está permitido dormir en habitaciones o cualquier otro tipo de cocina no.
8. No grasa debe ser volcada en el fregadero, ni por la ventana. Grasa debe ser puesto en una lata y desecharse en la basura dumpster.
9. Ocupantes están prohibidos de retirar las baterías de los detectores de humo por cualquier razón. **Violación será causa de terminación.**
10. Ocupantes no debe caer papel, latas, botellas, objetos personales o resto de la basura en las unidades de vivienda, patio o alrededores. Deben utilizarse recipientes de basura y desperdicio. Las tapas **deben** permanecen en estos recipientes en todo momento como exige la ley.
11. Trabajadores viviendo en viviendas del empleador no pueden entretener a los huéspedes en o en locales de vivienda después de 22:00 del domingo al viernes o 12 sábados.

12. Ocupantes no pueden interrumpir a otro período de descanso/sueño de trabajadores por ruido excesivo o conmoción. Los trabajadores no deben jugar música a todo volumen después de 21:00 del domingo al viernes, o después de 23:00 Sábado.
13. Lucha, juego rudo, reñir, lanzar cosas, embriaguez, comportamiento ruidoso o alborotado y amenazar o acosar a otros ocupantes no será tolerado y puede ser causa para la terminación y el retiro de la caja.
14. Cualquier trabajador que amenaza verbalmente o físicamente a otra persona con cualquier herramienta o arma **ser sujetos a inmediata DESCARGARÁN.**
15. Ocupantes no podrán publicar ni quitar todos los avisos, señales, carteles, tabloneros de anuncios u otros documentos del empleador proporcionado vivienda sin la autoridad específica del empleador.
16. Ocupantes no intencionalmente pueden abusar o destruir cualquier propiedad en la vivienda propiedad y proporcionada por el empleador o los bienes pertenecientes a otros empleados de.
17. Luces y calor innecesario deben estar apagados, puertas y ventanas cerradas en caso de lluvia y cuando se enciende el calor. Los calentadores eléctricos no deben usarse.
18. Ocupantes no puede quitar camas, refrigeradores, estufas, mesas, sillas, etc., o cualquier otro equipo de las instalaciones de la vivienda sin una autorización específica del empleador. **Los infractores estarán sujetos a la descarga inmediata.**
19. Ocupantes no deben modificar, dañar o destruir la vivienda o el contenido. Si se encuentra un trabajador siempre cubierta por el empleador para ser responsable de daños o pérdida de vivienda o muebles que no sea causado por el desgaste normal, la reparación razonable de costos de reemplazo de la dañada o propiedad de pérdida puede deducirse de los salarios de los trabajadores.
20. **Los trabajadores se DESPRENDERÁN** por robar del empleador o de otros trabajadores.
21. Del uso o posesión de drogas ilegales será causa de terminación y retiro de la caja.
22. Trabajadores deben desocupar la vivienda y quitar sus pertenencias sin demora en caso de terminación de trabajo con el empleador.
23. Los trabajadores no a sabiendas o deliberadamente participar en cualquier tipo de comportamiento o tomar cualquier acción que pueda causar la vivienda o el cultivador de conformidad con cualquier ley local, estatal o federal.
24. Ocupantes deben notificar a su supervisor si cualquier extintor de incendios ha sido descargada por cualquier razón:

---

25. Ocupantes se prohíben fumar dentro de las instalaciones de la vivienda. Sólo se permite fumar en áreas designadas exteriores.
26. Uso o posesión de ~~bebidas alcohólicas~~ drogas ilegales está prohibida en el empleador proporcionada vivienda. Uso o posesión de ~~bebidas alcohólicas~~ drogas ilegales, fracasan o negarse a realizar una prueba de drogas será **causa para la terminación.**

## Work Rules

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by Childstock Farms, Inc. Violation of these rules or other lawful job-related employer requirements, including these work rules, will be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality, and quantity, and the maintenance of all property.

1. Workers who perform fraudulent or sloppy work, as defined under Job Specification will be suspended without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Discharge of the worker may result from any subsequent offense. Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provisions of the work contract. Sloppy work will not be tolerated.
2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs or alcoholic beverages may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs or alcoholic beverages, failing or refusing to take a drug test will be **CAUSE FOR IMMEDIATE TERMINATION.**
3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work". Excessive absences are defined as: Two consecutive days of unexcused absences or three unexcused absences in a thirty-day period. Violation will be **CAUSE FOR IMMEDIATE TERMINATION.** Workers must report at assigned time and place each workday as directed by the supervisor. **WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS.** Excessive tardiness is defined as three unexcused tardies in a row or five unexcused tardies in a period of thirty days.
4. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on employer's premises. Trash and waste receptacles must be used. No glass of any type will be allowed within proximity to any farm produce.
5. Workers may not take unauthorized breaks from work.
6. Workers may not leave the field or other assigned work area without permission of employer or supervisor in charge.
7. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless expressly authorized by the employer.
8. Workers may not deliberately restrict production, damage plant or bruise vegetables.
9. Any worker who verbally or physically threatens another worker, the farmer, or any supervisor with any tool or weapon **WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
10. **WORKERS WILL BE DISCHARGED** for fighting on the employer's premises, including housing premises, at any time.

11. Workers may not post or remove any notices, signs, or other instructions or documents from the employer's bulletin boards or the employer's property without specific authority from the employer.
12. **WORKERS WILL BE DISCHARGED** if they steal from fellow workers or from the employer.
13. Workers may not falsify identification, personnel, medical, production, or other work-related records. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
14. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.**
15. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools, or other equipment or property for their personal use unless expressly authorized by the employer.
16. Workers may not misuse or remove from the farm premises without authorization from his supervisor and employer, property such as trucks and other vehicles, beds, refrigerators, tools, etc. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.**
17. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately. **UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.**
18. Workers must follow supervisor's instructions.
19. Workers may not commit acts of insubordination-failure to regard authority.
20. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.
21. No firearms or any other weapons may be brought on the employer's premises by the worker at any time.
22. Workers may not engage in horse play, scuffling, throwing things, wasting time or loitering during work hours.
23. A worker may be dismissed if he/she accepts a job at Childstock Farms, Inc. and does not report for orientation on the specified date, place, and time of the first day of employment and fails to notify the employer.