U.S. Department Labor
Employment and Training Administration

#3

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)

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):

Roberts Circle R Fruit Farms inc
1512 Kent Rd
Kent, NY 14477

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:
20-3992762

b) Telephone Number / Número de Teléfono:
585-682-4435

c) Fax Number / Número de Fax:
585-682-4968

d) E-mail Address / Dirección de Correo Electrónico:
lbgregori@yahoo.com

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

13485 Roosevelt Highway Waterport NY 14571,
rt 18 W from 98N approx 10 miles, on left hand side.

/all work sites listed are owned and controlled by the employer.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

~~39~~ 13485 Roosevelt Highway Waterport NY 14571,
rt 18 W from 98 N approx 10 miles to rt 279S makee left and approx 3 miles on left.

a) Description of Housing / Descripción de la vivienda:
54 capacity

RC 6/9/16

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

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

a. SOC (ONET/OES) Occupational Title / Titulo Ocupacional
Farmworkers & Laborers Crop

5. Job Order No. / Num. de Orden de Empleo:
NY1172242

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico 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 linea directa).
877-466-9757

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
6/9/2016

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
10/7/2016

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:
From / Desde: 8/15/16 To / Hasta: 11/30/16

10. Number of Workers Requested / Número de Trabajadores Solicitados:
34

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40

Sunday / Domingo 7
Monday / Lunes 7
Tuesday / Martes 7
Wednesday / Miércoles 7
Thursday / Jueves 7
Friday / Viernes 7
Saturday / Sábado 5

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

Hours worked each day will depend on condition of crops, weather

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 dia a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Housing will be clean and meet the applicable Federal and State Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. 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.. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.

No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment with the employer.

Employer will not provide 3 meal per day ☑

Employer will provide 3 meals per day ☐ and charge a day.

If meals are not provided then the employer will furnish free cooking facilities so workers may prepare their own meals. Free transportation will be provided once a week to grocery store so workers can purchase their groceries.

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 applicant holding office to refer all able, willing and qualified applicants through the order holding office or the applicants can contact the farm directly at the address or phone number listed in item 1 on the ETA 790, during normal business hours to apply.

Contact Employer Directly during Normal business Hours 8 AM- 4PM or Nearest one Stop Office Office, Contact Laurie Gregori, Office Phone 585-682-4435

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

See page 7 item 28 form complete job description

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 months

2. Check all requirements that apply:

☐ Certification/License Requirements / Certificación/Licencia Requisitos
☐ Driver Requirements / Requisitos del conductor
☐ Employer Will Train / Empleador entrenará o adiestrará
☐ Extensive Sitting / Estar sentado largos ratos
■ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
■ Lifting requirement / Levantar o Cargar 50 lbs./libras
■ Repetitive Movements / Movimientos repetitivos
☐ Criminal Background Check / Verificación de antecedentes penales
☐ Drug Screen / Detección de Drogas
■ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
■ Extensive Walking / Caminar por largos ratos
■ Frequent Stooping / Inclinándose o agachándose con frecuencia
☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio

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

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Si	No	Pay Period / Periodo de Pago / /
fresh apples	$ 11.74	$		Social Security / Seguro Social	☒	☐	Weekly / Semanal ☒
manual farm work	$ 11.74	$		Federal Tax / Impuestos Federales	☒	☐	
	$	$		State Tax /Impuestos Estatales	☒	☐	Bi-weekly/ Quincenal ☐
	$	$		Meals / Comidas	☐	☒	
	$	$		Other (specify) / Otro (especifica)	☐	☒	Monthly/Mensual ☐
							Other/Otro ☐

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

Workers will be paid for all hours worked at the Wage Rate in effect at the time the work is performed, required at 20 CRF 655.122 (l) and 655.120 (a). The required wage may be different than it is at the time of filing this job offer.

19. Transportation Arrangements / Arreglos de Transportación

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 the place from which the worker has come to work for the employer. Upon completion of the work contract employer will pay reasonable costs of return transportation and subsistence to the place from which the worker departed to work for the employer, as required at 20 CFR 655.122(h), 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 distance involved, "except that any worker protected pursuant to the Fair Labor Standards Act will be paid in compliance with the FLSA beginning in the first workweek." See attachment page 4.

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

28. 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.

Bernard Heberle, Sec. Treasurer
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Bernard Heberle — 6/8/2016
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 bringin 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 numero de la sección e incluya archivos adjuntos, si es necesario.

Prune Trees and Pick Apples for Fresh Market and/or processing and juice. Productivity must be at least 3 Bins per day of Fresh Market and 4 Bins a day of processing fruit. Workers Must be physically able to pick tree fruit, most of which is done on ladders, with lower branches being picked from ground. Picked fruit is placed in a metal frame canvas covered picking bucket with canvas straps that slip over the head and rest on shoulders, weighing 40 lbs. Pruning trees require handling of chain saws with weather conditions being below 20 degrees. Workers are required to handle up to 24© ladders and weighing about 2 lbs per foot. Workers ~~maybe~~ will be instructed to selectively pick mature fruit according to size and color and other USDA and Global GAP standards. 3 months experience in the aforementioned.

EC 6/9/16

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 Bernard Heberle Date: 6/8/2016

Employer's Signature Bernard Heberle

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 and ETA 9142 Attachments
Terms and Conditions/Clarifications and Assurances/
Additional Information

***JOB ORDER TO BE PLACED IN CONNECTION WITH A FUTURE APPLICATION FOR** TEMPORARY CERTIFICATION FOR H-2A WORKERS.*

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.
e. No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment with the employer.

Item 14: Board Arrangements

Employer will ☐ will not ☑ provide three meals per day and will deduct $ — 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 5 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: Pick 4 bins per day of processing fruit & 3 bins per day of fresh market apples.
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)
    5) 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 AEWR, 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 AEWR requires an increase such increase will be paid as of the effective date of the increase. Also if the AEWR 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 ¾ ("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 ¾ 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 ¾ 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. 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 nee 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.

g. Employer will maintain adequate payroll records. Workers will be paid weekly on for work through the previous week.

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 # Z1444226-3, The State Insurance Fund issued by

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. Where appropriate, the employer is certified in the use and application of pesticides per Federal Environmental Protection Agency and State Department of Environmental Conservation requirements. The employer assures that workers hired under this order who will be handling pesticides will be provided appropriate training.
5. The employer will provide to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the workers in a language understood by the worker.
6. The employer assures that if acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on the order, he/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.
8. Employees who are H2A workers are notified that they are required to leave the U. S. at the end of the period of certified employment, or if separated from employment early, unless the H2A worker is being sponsored by an other employer, for a future H2A contract.

Employer Signature Bernard Heberle

4/22/15