U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: December 31, 2018

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):

Lakeside Orchards Inc.
Attn: Jerome A. Bucolo
5796 Wilson-Burt Road
Burt, NY 14028

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:
26-3616363

b) Telephone Number / Número de Teléfono:
716-778-7631

c) Fax Number / Número de Fax:
716-778-8768

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

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:
5796 Wilson-Burt Road, Burt, NY 14028

Take Route 78 North from Lockport, Left onto Wilson-Burt Road (about ½ mile on left hand side of road)

Work-site is owned and operated by employer.

See attachment for additional work-side locations.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:
2203 Coomer Road, Burt, NY (Town of Newfane, Niagara County). 1/8 mile North of intersection of Wilson-Burt on Coomer Road, East side of road. Wood frame units. Each unit contains four romos with two single beds per room. Central kitchen and toilet/shower Facilities. Known as "Coomer Camp". Capacity 48.

a) Description of Housing / Descripción de la vivienda:
2203 Coomer Road, Burt, NY (Ciudad de Newfane, Condado de Niagara). 1/8 milla al norte de la intersección de Wilson-Burt Road a Coomer Road. Del lado Este de la carretera. Unidades de marco de madera. Cada unidad consta de cuatro habitaciones con dos camas individuales por habitación. Central concina y aseos/duchas. Conocido como "Campo Coomer". Capacidad de 48.

RECEIVED
JUN 15 2016

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:
NY1172756

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 línea directa).
877-466-9757

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
6/16/2016

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
10/9/2016

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:
From / Desde: 08/25/2016 To / Hasta: 11/23/2016

10. Number of Workers Requested / Número de Trabajadores Solicitados:
28

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 48

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

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:
7am – 3:30pm

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.

Workers buy and prepare their own food in centralized kitchen at housing site. Weekly trips to a grocery store are provided at no cost to workers.

Los trabajadores compran y preparan su propio alimento en la cocina centralizada en albergar sitio. Los viajes semanales a una tienda de comestibles son proporcionados en ningún costo a trabajadores.

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.

All applicants should receive full disclosure prior to referral. Complete job order is available on the NYS-DOL website or at any One-Stop or DOL office. Call employer for appointment, contact is: Douglas Ingersoll (716) 778-7631 between 9am – 3pm Monday through Friday.

Todos los solicitantes deben recibir revelación llena antes de referencia. La orden completa del trabajo está disponible en el sitio web de NYS-DOL o en Integrado o la oficina de DOL. Llame a empleador por la cita, contacto es Douglas Ingersoll (716) 778-7631 entre 9am – 3 pm lunes por el viernes.

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

See #28 for full description.

Vea #28 para la descripción llena

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

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 __**42**___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) / Días 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/Sí	No	Pay Period / Período de Pago / /
Apples, Fresh Dwarf	**$11.74**	**$0.950/bushel**		Social Security / Seguro Social	✓	☐	Weekly / Semanal
Apples, Processing	**$11.74**	**$0.70/bushel**		Federal Tax / Impuestos Federales	✓	☐	✓
Apples, Drops/Juice	**$11.74**	**$0.65/bushel**		State Tax /Impuestos Estatales	✓	☐	Bi-weekly/ Quincenal
Apples, General Orchard Work	**$11.74**	**$11.74/hour**		Meals / Comidas	☐	✓	☐
	$	$		Other (specify) / Otro (especifica)	☐	☒	Monthly/Mensual
							☐
							Other/Otro
							☐

RC 6/16/14

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

No standard apple trees.

Ningunos manzanos estándar.

19. Transportation Arrangements / Arreglos de Transportación

All transportation is arranged by Florida East Coast Travel and the employer at no cost to the workers. Travel subsistence is $12.09/day (minimum) to $51.00/ day (maximum).

Todo el transporte esta organizado per Florida East Coast Viajes y el empleador, sin costo para los trabajadores. La subsistencia del viaje es $12.09/dia (minimo) hasta $51.00/dia (maximo).

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 Agricola 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 Agricola por cada actividad?

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

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

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

Yes/Si ✓ No ☐

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

None/Ninguno

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

None/Ninguno

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

Yes/Si ✓ No ☐

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

Jerome A. Bucolo, President
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Employer's Signature / Firma y Título del Empleador

06/15/2016
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. Envie 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.

During the anticipated period of employment, the primary activity on this farm will be the hand harvest of apples. Workers drive and operate farm machinery to plant, cultivate, spray and harvest of apples. Removes excess growth from trees to improve fruit quality using pruning saws and clippers. Workers drive tractors to transport materials, supplies, or product. Also, thin blossoms or immature fruit to obtain better quality fruit. Other harvesting fruit or other job duties, if required.

Workers must be physcially able to pick fruit, most of which is done from ladders with lower branches being picked from the ground. Workers place ladder firmly against or within tree in a secure position so as not to break limbs or knock off fruit and to prevent slipping or falling. All fruit to be handled with care to avoid causing bruising. Picked fruit is placed in a metal-framed, canvas-covered picking bucket with canvas straps that slip over the head and rest on the shoulders. The bucket when filled weights up to 42 lbs. and is emptied into bulk boxes known as "tote boxes". Each tote box has a capacity of twenty (20) bushels. Workers are required to handle ladders up to 24 feet long and weighing about 2 lbs. per foot. In apple harvest work, workers may be instructed to selectively pick mature fruit according to size, color, and grade standards factors. Workers will be directed to strip all fruit from tree at one picking or to spot pick (selective picking) according to size and color depending on crop conditions and state of maturity. Fruit picked as drops is never mixed with tree fruit. Productivity must be at least 4.8 bins per day for fresh market apples and 6.75 bins per day for processing apples. Each worker's picked fruit will be inspected according to instructions given each day by the orchard foreman.

Workers also perform any combination of tasks involved in planting, cultivating and harvesting of fruits such as tilling soil, planting stock, pruning trees and bushes, removing suckers and runners from trees, vines and plants. Other duties include laying out irrigation pipe and installing sprinklers, assisting in repairing fences, unloading trucks, clearing fields, burning brush, hand thinning fruit and smudging. Will use appropriate tools such as shovels, hoes, tampers, pruning hooks and shears.

Employer will furnish to workers, without cost, all tools and equipment required in the performance of the duties assigned. Workers should report for work with their own suitable work clothing. Field temperaturas may range from 30 degrees to 85 degrees with possible wet morning conditions. All applicants will be required to have three months experience in all duties outlined in this job order.

Durante el periodo previsto de empleo, la principal actividad en esta comunidad será la mano cosecha de manzanas. Unidad de los Trabajadores y operar maquinaria agrícola a la planta y cultívate, pulverización y cosecha de manzanas. Elimina exceso de crecimiento de los árboles para mejorar calidad de la fruta mediante poda sierras y clippers. Los trabajadores de tractores para transportar los materiales, suministros, o en el producto. Además, delgado flores o fruta inmadura para obtener mejores frutos de calidad. Otros recolectar frutas u otras responsabilidades, si es necesario.

Buscó cuidarlos tanto física como los trabajadores deben ser capaces de recoger fruta, la mayoría de lo que se hace de las escaleras con ramas inferiores se ha recogido del suelo. Los trabajadores colocar la escalera firmemente contra o en árbol en una posición segura para no romper las extremidades o desprender frutas y para evitar que se resbale o caiga. Todas las frutas que hay que tratar con cuidado para evitar causar magulladuras. Fruta se coloca en un marco metálico, de lienzo cubierto de lona recogida la cuchara con correas que pasan por encima de la cabeza y sobre los hombros. La cuchara llena pesos de hasta 42 kg y se vacía en las cajas a granel conocido como "descubiertas". Cada caja bolsón tiene una capacidad de veinte (20) búshels. Los trabajadores tienen que manejar las escaleras hasta 24 pies de largo y pesa aproximadamente 2 libras por pie. Trabajo de recolección de la manzana, los trabajadores pueden ser instrucciones de recogida selectiva fruto maduro de acuerdo a su tamaño, color y grado normas factores. Los trabajadores serán dirigidos a despojar de todo fruto de un árbol en un lugar de recogida o recogida selectiva (recogida) en función de su tamaño y color dependiendo de las condiciones del cultivo y el estado de madurez. Fruto recogido como gotas nunca mezclados con frutas de árbol. La productividad debe ser de al menos 4,8 contenedores por día de mercado de productos frescos las manzanas y de 6,75 contenedores por día para procesar las manzanas. Cada uno de los trabajadores la fruta será inspeccionado de acuerdo con las instrucciones dadas en cada día por el huerto capataz.

Los trabajadores también realizar cualquier combinación de las tareas involucradas en la siembra, el cultivo y la recolección de frutos como labranza del suelo, la siembra, poda árboles y arbustos, eliminando los chupones y los finalistas de los árboles, enredaderas y plantas. Otras funciones incluyen tendido de tuberías de riego y la instalación de rociadores, la asistencia en reparación cercas, descarga de camiones, desde la limpieza de los campos, quemando cepillo, frutos y manchas. Utilizar herramientas apropiadas, como palas, azadas, manipuladores, hoces y se rompe.

Empleador proporcionará a los trabajadores, sin costo, todas las herramientas y equipos necesarios para el desempeño de las funciones que se le asignan. Los trabajadores deben de trabajar con su propia ropa de trabajo adecuada. Campo temperaturas van de los 30 grados a 85 grados con húmedo mañana. Todos los solicitantes deberán contar con tres meses de experiencia en todas las tareas descritas en esta orden de trabajo.

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 _____Jerome A. Bucolo_____ Date:_06/15/2016_____

Employer's Signature _____

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

New York State Department of Labor
Form ETA 790 Attachment
Terms and Conditions/Clarifications and Assurances/
Additional Information

A: CLARIFICATION OF ITEMS ON FORM ETA 790

Item 2: Work-Site Locations

- **Lakeside Orchards Barn** – Corner of Wilson-Burt and Coomer Roads in Town of Newfane, next to camp (Route 78 North from Lockport, turn left on Wilson-Burt Road)
- **Topp, McCoy & Tabor** – South side of Lake Road (Route 18), in Town of Wilson, located between Beebe and Maple Roads (Route 78 North from Lockport, turn left on Lake Road (Route 18))
- **McCoy-Beebe** – West side of Beebe Road, just South of Lake Road (Route 18), in Town of Wilson (Route 78 North from Lockport, turn left on Lake Road (Route 18))
- **Jankowski** – Northwest corner of Wilson-Burt and West Creek Roads (about ¼-mile West of Route 78), in Town of Newfane
- **Phillips-North** – North side of Drake Settlement Road about ¼-mile East of Route 78, in Town of Newfane
- **Phillips-South** – South side of Drake Settlement Road about ¼-mile East of Route 78, in Town of Newfane
- **Liddell** – Behind barn and camp on corner of Wilson-Burt and Coomer Roads in Town of Newfane (Route 78 North from Lockport, turn left on Wilson-Burt Road)
- **Willard** – Corner of Wilson-Burt and Coomer Roads (across from camp) in Town of Newfane (Route 78 North from Lockport, turn left on Wilson-Burt Road)

Item 3: Housing

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

Item 14: Board Arrangements

Employer will☐ will not☒ provide three meals per day and will deduct $ **N/A** per day.
Employer will☒ will not☐ furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.
Employer will☒ will not☐ provide transportation to assure workers access to stores where they can purchase groceries and/or other incidentals, and/or medical necessities.

Item 16: Job Specifications

a. Workers must be able to demonstrate that they are physically able to perform the work as described.
b. The employer will provide 3 days of training and/or allow 3 days of work for worker to reach production standards if applicable.
c. Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to: **Pick 4.8 bins fresh market apples and/or 6.75 bins processing apples per day.**
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 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. 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 48 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 **$563.52** (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: Trim fruit trees, hand thin, weeding, hoeing, succoring and summer thinning. May also repair boxes.

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

Item 19: Transportation

Employer agrees to reimburse inbound transportation and subsistence expenses ($12.09 per day minimum to a maximum of $52.00 per day) to each worker, or any person, government agency, or private organization which, on behalf of the worker, has paid or advanced such transportation and subsistence expenses, from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment, after the worker has completed 50% of the stipulated period of employment, from initial date of need or from the day after actual arrival of worker if later than the stated date to report.

a. Employer will provide or pay the cost of return transportation and subsistence to each worker who completes the employment period, or who is terminated for medical reasons, or as the result of fire, weather, or an Act of God (as determined by the Certifying Officer), from place of employment to place of recruitment, except if the worker prefers not to return to his place of recruitment and has subsequent employment with an employer – see Item 17 (c) above. Employer will not be responsible for providing return cost of transportation and subsistence from place of employment to place of recruitment if the worker voluntarily abandons the job or is terminated for cause and employer provides timely notification to the NPC and DHS.

b. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. All transportation provided by the employer will be by common carrier or other transportation facilities which conform to the applicable regulations of the Interstate Commerce Commission or the United States Department of Labor. The amount of daily subsistence will be in accordance with current rates published in the *Federal Register* (for workers with and without receipts).

c. If requested by the worker, employer will assist in making transportation arrangements.

d. Employer will provide transportation, at no cost to the worker, from the employer provided housing to the actual work site and return at the end of the day.

Item 22: Workers' Compensation

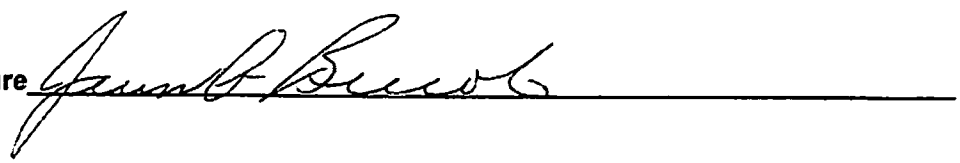
The employer assures that Policy # **Z 2070 949-9** issued by **The State Insurance Fund** provides the required insurance for injuries arising out of and in the course of employment.
Employer's proof of insurance coverage will be provided to the Chicago Processing Center before certification is granted.

Item 23: Tools and Equipment

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

B: OTHER CLARIFICATIONS AND ASSURANCES

1. The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.135.
2. The employer will expeditiously notify the State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.
3. Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.501(xvi).
4. 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.

Employer Signature 

6/15/2016

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA

www.wcb.ny.gov
Statewide Fax Line: 877-533-0337

NOTICE OF COMPLIANCE

TO EMPLOYEES

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.

1. By posting this notice and information concerning your rights as an injured worker, your employer is incompliance with the Workers' Compensation Law.

2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.

3. You are entitled to obtain any necessary medical treatment and should do so immediately.

4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.

5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.

6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.

7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.

8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.

9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

WORKERS' COMPENSATION BOARD OFFICES
Albany, 12241 - 100 Broadway-Menands - (866) 750-5157
*Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
Binghamton, 13901 - State Office Bldg.-44 Hawley St.- (866) 802-3604
Buffalo, 14202 - 369 Franklin Street - (866) 211-0645
*Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
*Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
*New York, 10027 - 215 W.125th St. - Manhattan - (800) 877-1373
*Peekskill, 10566 - 41 North Division St. - (866) 746-0552
*Queens, 11432 - 168-46 91st Ave. - Jamaica (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 - 935 James St. - (866) 802-3730

*DOWNSTATE MAIL ADDRESS Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to: PO Box 5205 Binghamton, NY 13902-5205

AVISO DE CUMPLIMIENTO

A EMPLEADOS

INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.

2. Si usted no notifica a su patrono dentro del término de 30 dias de haber sufrido su lesión su reclamación podria ser desestimada, por eso notifique inmediatamente.

3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.

4. Para el tratamiento de cualquier lesión o enfermedad relacionadacon el trabajo, usted puede escoger cualquier medicó, podiatra, quiropractico o psicologo (si es referido por un medicó autorizado) que esté autorizado y acepte pacientes de la Juntade Compensación Obrera. Sin embargo, si su patrono está autorizado a participar una organizacion certificada de proveedores preferidos (PPO) usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquier de estos programas establecidos por ley estan obligadosa proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.

5. Usted deberá requerir de su Medicó que radique copias de los informes medicós de su caso en la Junta de Compensación Obrera y en la compania de seguros de su patrono, que se indica al final de esta forma.

6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete dias, le obliga a trabajar a sueldo más bajo ó resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.

7. No pague a ningun proveedor medicó directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso ó la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podria ser responsable del pago de las facturas.

8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado ó por representante licenciado si usted asi lo desea. Si es representado, no pague al abogado ó al representante licenciado. Cuando la Junta decida su caso, los honorarios seran determinados por la Junta y descontados de sus beneficios.

9. Si tiene dificultad en conseguir un formulario de reclamación ó necesita ayuda para llenario ó tiene dudas sobre cualquier situación relacionada con una lesión ó enfermedad comuniquese con la oficina mas cercana de la Junta.

Robert E. Beloten
Chair (Presidente)

Workers' Compensation Benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuandos debidos, seran pagados por):

THE STATE INSURANCE FUND
199 Church Street, New York, N. Y. 10007
(212) 312-9000

Effective From (En Vigor Desde) 12/31/2015 To (Hasta) cancellation cancellation

Policy No. (Poliza No.) Z 2070 949-9

Name of employer (Nombre de patrono)

LAKESIDE ORCHARDS INC
5796 WILSON BURT ROAD
BURT NY 14028

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

Failure by an employer to post this notice in and about the employer's place or places of business may result in a $250 penalty for each violation.

C-105 (08-2009)
S. I. F. U-30

PRESCRIBED BY CHAIR
WORKERS' COMPENSATION BOARD
STATE OF NEW YORK

www.wcb.ny.gov