



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

~~JAN 26~~ 12/2011  
EDSU

OMB Control No. 1205-0134  
Expiration Date: November 30, 2012

**Agricultural and Food Processing Clearance Order ETA Form 790  
Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/  
Nombre y Dirección del Empleador (Número, Calle, Ciudad, Estado y Código Postal)

Roberts Circle R Fruit Farms, Inc.  
1512 Kent Road  
Kent NY 14477

Telephone number/Teléfono: 585-682-4435 Fax: 585-682-4968

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo  
Rt 18 to Kent Road 2/10 Mile North on Left

(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda  
13485 Roosevelt Highway, Waterport NY (8 Occupancies)

(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)

Nos. 4 - 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL	
4. Industry Code/Código Industrial  111331	5. Job Order No. /Num. de Orden de Empleo  NY1008512
6. Occupational Title and Code /Titulo Ocupacional y Código Farmworker Laborer, Crop 45-2092.02	
7. Clearance Order Issue Date / Fecha de Tramite 1/25/12	
8. Job Order Expiration Date / Fecha de Expiración 07/18/2012	

9. Anticipated Period of Employment / Periodo Anticipado de Empleo  
From/ Desde: 03/18/2012 To/Hasta: 11/20/2012

10. No. of Workers Requested / Num. de Trabajadores Solicitados  
8

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

Sunday / Domingo	0	Monday / Lunes	7
Tuesday / Martes	7	Wednesday / Miércoles	7
Thursday / Jueves	7	Friday / Viernes	7
Saturday / Sábado	5		

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

Employer / Empleador Yes/Si  No

Local Office / Oficina Local Yes/Si  No

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**13. Board Arrangements / Arreglo de Alojamiento**

**Yes/SI Workers must buy and prepare own meals. /Los trabajadores compraran y prepararan sus propios alimentos.**

**14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos**

**Contact Employer Directly during Normal Business Hours or Nearest One Stop Office. Laurie Gregori  
Office Phone (585)682-4435**

**15. Job Specifications / Especificaciones del Trabajo**

**Prune trees and pick apples for fresh market and/or processing. Productivity must be at least 3 Bins per day of fresh market and 4 Bins per 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-framed canvas covered picking bucket with canvas straps that slip over the head and rest on the shoulders. Filled bucket, weighing up to 40 lbs., is emptied into bulk bins with a capacity equal to 20 bushels. Workers required to handle ladders up to 24' long and weighing about 2 lbs. per foot. Workers may be instructed to selectively pick mature fruit according to size, color, and other USDA standards. Employees are required to have proper hygiene and follow GAP(Good Agricultural Practice) requirements in which they will be trained.**

**(If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)**

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Place 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			
Fresh Apples	\$ 10.56	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Manual Orchard Task	\$ 10.56	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify)/ Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago  
(See Attachment/Vea Anexo Attachment 1 & 2)

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación  
(See Attachment/Vea Anexo Attachment 4 - Item # 10)

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilices otra hoja de papel)

18. 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 de usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarte 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," cual es el salario que le pagas al Contratista de Trabajo Agrícola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes/Si  No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/Si  No

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores? Yes/Si  No

22. 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

23. 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

24. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)  
New York State Department of Labor  
One Stop Office Nearest You

25. 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)  
New York State Department of Labor  
One Stop Office Nearest You

26. 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 J. Hebble, owner*  
Employer's Signature & Title / Firma y Título del Empleador

Date: *1/17/2012*

**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 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 One-Stop Career Center constitute a contractual job offer to which the One-Stop Career 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 (One-Stop Career Center) constituyen una oferta de trabajo contractuales a las que el One-Stop Career 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, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA Form 790 (Revised Oct, 2010)  
Previous versions not usable

**New York State Department of Labor**  
**Form ETA 790 Attachment #2 – Additional Information**

**Item 1:**

**Employer Email:** *lgregorio@rochester.com* **Agent Email:**  
**Employer Fax:** *(585) 622-4968* **Agent Fax:**

**Item 13: 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 15: Job Specifications**

The employer will provide *3* days of training and/or allow *5* days of  
work for worker to reach production standards if applicable.

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

**Item 16: Wage Rates, Special Pay Information and Deductions**

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  
State agency no later than 10 business days before the date of need. If the  
employer fails to notify NYS Department of Labor office, then employer shall pay  
an eligible worker referred through the clearance system *\$422.40* 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:

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

**Item 20: Workers' Compensation**

The employer assures that Policy # *R1444226-3* issued by *NYS 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.

**New York State Department of Labor**  
**FORM ETA 790 Attachment #1**  
**Terms and Conditions/Clarifications and Assurances**

Job Order Number: NY 1008512

**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 15: Job Specifications**

- a. Workers must be able to demonstrate that they are physically able to perform the work as described.
- b. Employer may terminate worker with timely notification to the NPC and DHS, if the worker:
  - 1) Refuses, without cause, to perform work for which the worker was recruited and hired;
  - 2) Commits serious acts of misconduct; or
  - 3) Fails, after completing any training or break-in period, to reach production standards
  - 4) Abandons Job ("Job Abandonment") – is absent for five consecutive previously scheduled days without prior notification to employer.

**Item 16: 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 of 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;
  2. those that benefit workers and are authorized in writing, such as life insurance, or a savings account

**Any other deductions are illegal.**

- c. The employer guarantees to offer employment for a minimum of  $\frac{3}{4}$  ("three fourths guarantee") of the hours in the workdays during the period of the contract, and all extensions thereof. This guarantee begins with the first workday after the worker's arrival at the place of employment and ends on the date specified on the job order or extensions thereof. In fire, weather or Act of God terminations (as determined by the Certifying Officer) the  $\frac{3}{4}$  guarantee period ends on the date of termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such a transfer is not affected, the employer must (1) return the worker, at the employers expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the

workers next certified H2A employer, whichever the worker prefers (2) reimburse the worker the full amount of any deductions made from the workers 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 employers place of employment. Daily subsistence must be computed as set forth in paragraph (h) of the section. 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 17 (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.

On or before each payday the employer will provide to each worker in one or more written statements the following information: (1) the workers total earnings for the pay period; (2) the workers hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the ¾'s 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; (8) the employer's name, address, and FEIN.

- e. 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.

#### **Item 17: Transportation**

Employer agrees to reimburse inbound transportation and subsistence expenses (\$10.73 per day minimum to a maximum of \$46.00 per day) to each worker, or any person, government agency or private organization which, on behalf of the worker has paid or advanced such transportation and subsistence expenses, from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment, after the worker has completed 50% of the stipulated period of employment, from initial date of need or from the day after actual arrival of worker if later than the stated date to report.

- a. Employer will provide or pay the cost of return transportation and subsistence to each worker who completes the employment period, or who is terminated for medical reasons, or as the result of fire, weather or an Act of God (as determined by the Certifying Officer), from place of employment to place of recruitment, except if the worker prefers not to return to his place of recruitment and has subsequent employment with an employer – see Item 16 (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. If requested by the worker, the employer will assist in making transportation arrangements. The amount of daily subsistence will be in accordance with current rates published in the *Federal Register* (for workers with and without receipts).
- c. 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 21: 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 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, including H-2A workers, are required to register with the New York State Department of Labor and pay a registration fee in addition to any other fees that may be applicable.

Employer Signature \_\_\_\_\_

*Bernard J. Hehule*

11/28/11

GENERAL:

(a) The terms and conditions of this order shall be no less favorable than those contained in any existing labor contract or agreement by me or my agent for the same type of work. Pursuant to DOL regulations 20 CFR 655.122(q), a copy of the Work Agreement and/or Job Order shall be posted in the labor camp and be made available. Worker will be provided 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 worker in a language understood by the worker as necessary or reasonable. Employee will sign receipt of work contract. The working conditions of this order comply with the applicable Federal and State employment related laws and agrees to abide by the regulations at 20 CFR 655.135., Assurances and 20 CFR 653.501.

(b) Duly authorized State and Federal representatives (including outreach workers) will be allowed reasonable access to the workers during normal working hours.

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

(d) Workers must be able to demonstrate that they are physically able to perform the work specified in this Job Order. The employer will provide three (3) days of training and/or allow 5 days of work for worker to reach production standards as stated on Form ETA 9142 Item F: Job Duties.

(e) Workers will be covered by Workers' Compensation. ( See attachment # 5 - Item #(11)

(f) Workers (will) (**will not**) be covered by Disability Benefits.

(g) Work performed under this order (**will**) (will not) be covered by Unemployment Insurance.

(h) The employer (**will**) (**will not**) pay overtime.

(i) No benefits, social or economic, not specified in this order, are or will be provided by the employer.

(j) The employer shall provide a suitable burial for the worker if he/she dies during the continuance of their employment hereunder or in lieu thereof at the request of the next-of-kin pay the cost involved in the preparation and transportation of the deceased worker to the place of origin.

**ITEM # 1-** (a) Starting Date: The employer may amend the starting date of need by informing the order holding office no later than 03/14/2012. If the employer fails to amend the date of need, the employer shall pay eligible workers referred through the interstate clearance system a minimum rate of the current Adverse Effect Wage Rate (AEWR) for each eight (8) hour work day in the first week on which those workers were present and available for work and no work specified in the Job Order ( Item #11) is provided.

(a) Failure of workers referred against this order to notify the local office of their continued interest and/or verify the date of need no sooner than 03/12/2012 no later than 03/18/2012 will disqualify the worker from the above assurance.

(4/98)(DC)

ETA 790

STATE OF NEW YORK  
DEPARTMENT OF LABOR

ATTACHMENT NO. 2  
ORDER NO

(b) Ending date: No extension of employment beyond the period of employment in the Job Order shall relieve the employer from paying wages already earned, transportation/subsistence expenses and bonuses if applicable.

**Item # 2-** (a) Employer will not accept referrals of crew leaders currently acting in violation of the Migrant and Seasonal Worker Protection Act (MSPA).

(b) Employer will negotiate any and all crew leader fees directly with the crew leader.

(c) Crew Leaders anticipating employment in New York State will be required to register with the New York State Department of Labor and pay a \$200.00 crew leader registration fee in addition to any other fees that may be applicable.

**Item # 3-** Total number of Diversified Crop workers needed 8

**Item # 4- Wage Rates, Special Pay Information and Deductions:**

The employer will abide by the first week guarantee covered under DOL regulations at 20 CFR 653.501. The employer will offer, advertise in its recruitments, and pay that is the highest of the AWER, the prevailing hourly wage of **\$10.56 /per Hour** 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 AEWL requires an increase such increase will be paid as of the effective date of the increase. Also if the AWER is decreased this will become the wage effective of the date of the decrease.

(a) In New York State, the only deductions will make: (1) FICA (2) Federal/State tax withholdings (3) Garnishments as required by law (4) cash advances.

(b) Employer will maintain adequate payroll records. Workers will be paid weekly on **Friday** for work through previous **Sunday through Saturday**. A written statement showing (1) employers full name and address, (2) worker's social security number, (3) total hours actually worked or total number of units, if piece rate, (4) total earnings for the pay period, and (5) deductions will be furnished the worker each pay day.

STATE OF NEW YORK  
DEPARTMENT OF LABOR

ATTACHMENT NO. 3  
ORDER NO.

(c) The employer guarantees to offer employment for a minimum of three-fourths of the workdays of the total specified period during which the job order, and all extensions thereof, are in effect. 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. Workers will not be required to work more than eight hours per day, 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.

(d) If piece rate earnings for total hours of work at a piece rate during a day period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to guaranteed minimum wage rate.

(e) 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 act of misconduct;
- (3) Failure to reach and/or maintain productivity standards, after completing any training or break-in period, to reach production standards.
- (4) Abandons Jobs("Job Abandonment")- is absent five consecutive previous scheduled days without prior notification to the employer.

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

(f) If piece rate earnings for total hours of work at a piece rate during a day period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to guaranteed minimum wage rate.

Workers are expected to work at least the number of days and hours specified on the Job Order. However, depending on weather, crop or other conditions, workers may be requested, but not required, to work up to six days per week and/or on their Sabbath and up to 10 hours per day.

**ITEM# 5-** Employer will furnish to workers, without cost, all tools, supplies or equipment required in the performance of the duties assigned. Workers should report to work with their own suitable work clothing.

Field temperatures may range from 0 degrees to 100 degrees with possible wet morning ground conditions.

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 4  
ORDER NO.**

Approximate dates various tasks will be performed. Exact dates depend on weather, growing and crop conditions.

**03/18/2012-11/20/2012 Prune, Hand Harvest of Fruits**

**Item #6 – Board Arrangements**

- (a) Employer (will) (will not) provide three meals per day and will deduct \$ N/A per day. (Deductions will not depress the minimum wage).
- (b) Employer (will) (will not) furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.
- (c) Employer (will) (will not) provide transportation to the assure workers access to stores where they can purchase groceries and/or other incidentals

**Item #7 - Housing**

- a. Housing and utilities are provided at no cost to H2-A 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 # 8-** In order to assure the most effective referral and placement of workers, all referrals Should be made during normal business hours: **8:00 AM to 5:00 PM**

In addition, if the person designated as the contact person on the Summary of Employment Conditions sheet attached to this order is not available, for an extended period of time, there will be someone available at the farm to effectuate referrals.

**Item #9 –** Collect calls will be accepted only from officials of Employer.

**Item # 10-** Employer agrees to reimburse inbound transportation and subsistence expenses (\$10.73 per day without receipts, Max. of \$46.00 per day with receipts) 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 residence, place of last employment or place of recruitment to the job site after the worker has completed **50 percent of the Contract period.**

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 5  
ORDER NO.**

(b) The employer assures that the employers bears and pays transportation related expenses either directly to the provider of travel or indirectly to reimburse the worker.

(c) If, before the expiration date specified in the work contract, the services are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of this section. Employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer will:

- (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.

(d) The amount of transportation payment will not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distance involved.

(e) 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.

(f) If requested by the worker, the employer will assist in making transportation arrangements.

**Item # 11: Workers Compensation**

The Employer assures that Policy # R 1444226-3 issued by NYS Insurance Fund provides the required insurance for injuries arising out of and in the course of the employment.

- Name and Address of Policyholder(s) **Roberts Circle R Fruit Farms, Inc. ,  
1512 Kent Rd., Kent, New York 14477**
- Person(s) and Phone Nos. to be notified of injury: **Bernard Heberle (585) 682-4435**

Deadline for Notification of Injury: Immediately, but no later than 30 days after injury.

(4/98)(DC)

**ETA790**

**REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM**

NAME OF EMPLOYER: Roberts Circle R Fruit Farms, Inc.

LOCATION AND DESCRIPTION OF HOUSING: 13485 Roosevelt Highway(8)

I hereby request conditional access into the intrastate/interstate clearance system so that my clearance order can be transmitted to labor supply states in a timely manner for the recruitment of agricultural workers.

As a condition of placing my order into clearance, I assure that such housing will be in full compliance with the requirements of the U.S. Department of Labor and Part 15 of the New York State Sanitary Code for Migrant Labor Camps by 02/19/2012 which is 35 days prior to occupancy.

Representatives from the New York State Department of Labor, New York State Health Department and/or U.S. Department of Labor are invited to inspect such housing at any reasonable time to verify its condition.

\_\_\_\_\_  
**EMPLOYER'S SIGNATURE**

\_\_\_\_\_  
**DATE**

.....

THE ABOVE REQUEST IS :  **APPROVED** —  **DISAPPROVED**

\_\_\_\_\_  
**REGIONAL ADMINISTRATOR, ETA**

**AGRICULTURAL CLEARANCE CHECKLIST  
SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER**

1. NAME OF EMPLOYER: Roberts Circle R Fruit Farms, Inc..

2. LOCATION OF EMPLOYER AND DIRECTIONS: 1512 Kent Rd., Kent, New York 14477,  
¼ Mile north of Rt. 18

3. CONTACT PERSON: Bernard Heberle

4. PERIOD OF EMPLOYMENT: From: 3/18/2012 To: 11/20/2012

5. WORK SCHEDULE: Hours per day: 7 Days per week: 6

6. CROP- ACTIVITY- WAGE

crop/activity	hourly wage	piece rate *	production unit	hourly rate
Apple,Fresh Market	10.56	N/a		10.56
Apple, Hand Picked Processing	10.56	N/a		10.56
Apple, Drops, Juice				
Peaches				

7. WORK TASKS TO BE PERFORMED: Regular: Hand Harvest, Prune All Fruit

Alternate and pay during first week in case of crop delay: Repairing harvest boxes.

8. TRANSPORTATION( As per Item # 17) : Yes: X No: \_\_\_\_\_

9. HOUSING: Housing can accommodate 8 people. Individual: 8 Families: 0

10. MEALS: Provided - Yes: \_\_\_ No: X If Yes cost per day: \$ N/A  
Workers must do their own cooking: Yes: X No: \_\_\_\_\_

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 8  
ORDER NO.**

**11. DEDUCTIONS:**

Type:	Amount:
Social Security	\$ As required
Federal/State Withholding Tax	\$ As required
Meals	\$ N/A
Other	\$ N/A

**12. NOTES TO WORKER**

A copy of the full job order is available for inspection in this office. The employer has guaranteed your first week wages unless he notifies this Department of Labor Office of a later starting date by 02/27/2012

In order for you to be eligible for this guarantee, you must contact the Dept. of Labor Office during the period of 02/24/2012 and 03/01/2012, at:

**Any Department of Labor Job Service Office will assist you in doing this.**