



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

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

**Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos**

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step instructions)
(Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):</p> <p>Pastore Orchards Inc.</p> <p>626 S. White Horse Pike Elm NJ 08037</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 22-1917268</p> <p>b) Telephone Number / Número de Teléfono: (609) 561-8464</p> <p>c) Fax Number / Número de Fax: (609) 561-1427</p> <p>d) E-mail Address / Dirección de Correo Electrónico: farm@pastoreorchards.com</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p> <table border="1"> <tr> <td data-bbox="812 499 1136 682"> <p>4. 000 (ONET/OES) Occupational Code / Código Industrial: 0111</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional: AGRICULTURAL EQUIPMENT OPERATOR</p> </td> <td data-bbox="1140 499 1485 682"> <p>5. Job Order No. / Num. de Orden de Empleo: NJ0891240</p> <p>45-2091.00</p> </td> </tr> </table> <p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): One-Stop Career Center-Hammonton 44 N. Whitehorse Pike, Suite-C Hammonton NJ 08037</p> <p>a. Ni telephone nl (Incluya el nú Manager; 609-561-8800</p>	<p>4. 000 (ONET/OES) Occupational Code / Código Industrial: 0111</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional: AGRICULTURAL EQUIPMENT OPERATOR</p>	<p>5. Job Order No. / Num. de Orden de Empleo: NJ0891240</p> <p>45-2091.00</p>
<p>4. 000 (ONET/OES) Occupational Code / Código Industrial: 0111</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional: AGRICULTURAL EQUIPMENT OPERATOR</p>	<p>5. Job Order No. / Num. de Orden de Empleo: NJ0891240</p> <p>45-2091.00</p>		
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>626 S. White Horse Pike Elm NJ 08037</p>	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 12-30-2013</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 07-16-2014</p> <p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo: From / Desde: 03/01/2014 To / Hasta: 12/01/2014</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 10</p>		
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>626 S White Horse Pike, Elm NJ 08037</p> <p>a) Description of Housing / Descripción de la vivienda: Dormitory style housing with common bathrooms, kitchen and living area, as well as a trailer with 3 beds and common kitchen and bathroom.</p> <p>Alojamiento de dormitorio con banos, cocina y sala de estar en comun, y una casa móvil con 3 camas y cocina y banos en comun.</p>	<p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 50</p> <p>Sunday / Domingo _____ Thursday / Jueves <u>10</u> Monday / Lunes <u>10</u> Friday / Viernes <u>10</u> Tuesday / Martes <u>10</u> Saturday / Sábado _____ Wednesday / Miércoles <u>10</u></p> <p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Workers will be housed in dormitory style housing or trailer with common kitchen, bathrooms and living area. Housing contains a fully equipped kitchen with cookware, dishes, and silverware for meal preparation.

Trabajadores serán alojados en casas de dormitorios o casa móvil con cocina, banos y sala de estar compartida. El dormitorio tiene una cocina completa con utensilios de cocinar, platos y cubiertos para preparar comida.

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.

Call 609-561-8464 and leave a message. You will be contacted within 24 hours to set up an interview. You can also fax your contact information to 609-561-1427 or email it to farm@pastoreorchards.com to be contacted for an interview.

Llame al 609-561-8464 y deje un mensaje. Será contactado dentro de 24 horas para arrelgar una entrevista. También puede faxear sus datos de contacto al 609-561-1427 o mandarlos por correo electrónico a farm@pastoreorchards.com para ser contactado para un entrevista.

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

AGRICULTURAL EQUIPMENT OPERATOR: Operation, service and maintenance of manual and GPS farm equipment, including rippers, disks, plows, field cultivators, mechanical transplanters, water wheel planters, seeders and mechanical blueberry harvesters. Installation and operation of pumping stations, hose reel travelers, and irrigation equipment. 6 months' experience required at GAP/GMP certified farm.

See attachment for detailed and 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: 6

2. Check all requirements that apply:

- | | |
|---|--|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input checked="" type="checkbox"/> Driver Requirements / Requisitos del conductor | <input type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input type="checkbox"/> Frequent Stooping / Inclínándose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>70</u> lbs./libras | <input checked="" type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio |
| <input type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Si	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Various fruit and veg	\$ 12.00	\$ N/A	NONE	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"/>
	\$	\$		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"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

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

19. Transportation Arrangements / Arreglos de Transportación

Workers will be driven upon request at no charge to local supermarkets and shopping centers for the purchase of groceries and personal items.

Los trabajadores seran llevados al supermercado y centros de comercio locales a peticion para comprar comida y cosas personales.

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(s) tipo(s) de cosecha(s)? Yes / Si No

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

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

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

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

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

NONE

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

NONE

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

Yes/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.

Neil H. Pastore III

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


Employer's Signature / Firma y Título del Empleador

12/11/13
Date / Fecha

READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO. En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

**20 CFR 653.501
Assurances**

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

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

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

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Neil H. Pastore III Date: 12/11/13

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.

ASSURANCES STATEMENT
Form ETA 790 Attachment

General Conditions of Employment:

The employer agrees to abide by the regulations at 20 CFR 655.122 and Assurances 20 CFR 655.135

A complete copy of the contract or Job Clearance Order, including all attachments, will be provided to each worker by the employer no later than on the day the work commences. A copy will be posted in the labor camp or at any other farmworker gathering areas.

The employer assures that the terms and conditions of this order shall be no less favorable to the worker than those contained in any existing labor contract or agreement by me, or my agent, for the same type of work.

The worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Proof of the Employer's insurance coverage will be provided to the Certifying Officer from the National Processing Center before certification is granted.

Any crew leader (farm labor contractor) and his/her agent(s) employed under this job order must have a valid State and Federal Farm Labor Certificate of Registration and must abide by all the requirements of the Migrant and Seasonal Agricultural Worker Protection Act (MSPA). The employer understands that they are responsible for assuring that all conditions of this agreement are met regardless of any acts or omissions of the crew leader and will negotiate any and all crew leader fees directly with the crew leader.

All workers hired under this job order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States.

Workers must be able to demonstrate that they are physically able to perform the work specified in this Job Order.

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.

Workers will be covered by Disability Insurance.

Work performed under this job order will be covered by Unemployment Insurance.

PESTICIDE TRAINING:

The employer is certified in the use and application of pesticides per Federal Environmental Protection Agency and State Department of Environmental Protection requirements. The employer assures that workers hired under this order who will be handling pesticides will be provided appropriate training.

ASSURANCES STATEMENT
Form ETA 790 Attachment

The employer agrees to allow reasonable access to the workers by duly authorized Federal and State representatives including State Workforce Agency Outreach Workers in the conduction of Outreach and Field Check activities pursuant to the 20 CFR 653.107 and 20 CFR 653.503

Specific Conditions of Employment by ETA 790 Items #:

Item 2: LOCATION AND DIRECTION TO WORKSITE:

The worksite is located at 626 S. White Horse Pike, Elm NJ 08037 in the following County/Countries: Camden. The directions to the worksite are:

From Atlantic City Expressway, take Exit 33 toward Winslow / Blue Anchor. Turn left onto Fleming Pike / Winslow-Williamstown Road. Turn right onto US 30 / White Horse Pike. Pastore Orchards is ¼ mile on the left.

Item 3: LOCATION AND DESCRIPTION OF HOUSING:

Housing is located at 626 S. White Horse Pike, Elm NJ 08037.

Directions to housing are From Atlantic City Expressway, take Exit 33 toward Winslow / Blue Anchor. Turn left onto Fleming Pike / Winslow-Williamstown Road. Turn right onto US 30 / White Horse Pike. Pastore Orchards is ¼ mile on the left. Housing is located on farm property.

Description of housing: Dormitory style housing with common bathrooms, kitchen and living area. Dormitory has a full kitchen with cookware, dishes and utensils.

Housing and utilities are provided at no cost to workers who are not able to return the same day to their place of residence. In the event a female worker is hired, separate toilet, shower and sleeping room will be provided by the employer. Any action taken by the employer to dispossess a worker of his dwelling shall be done in accordance with New Jersey state law.

The employer request permission for conditional entry into the Interstate and Intrastate Clearance System so that this job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of domestic workers. The employer assures that the worker housing will be clean, available for inspection and in compliance with applicable U.S. occupational safety and health administration regulations no less than 32 days prior to the date of need reflected in the attached ETA 9142 and ETA 790.

Workers will be responsible for maintaining the housing and surrounding area in a neat and clean manner.

ASSURANCES STATEMENT
Form ETA 790 Attachment

Item 9: ANTICIPATED PERIOD OF EMPLOYMENT:

The employer does not require multiple start dates, within the dates entered in Item 9 of the ETA 790, for various sub-groups of workers. If multiple start dates are required, the dates, number of workers required for each date, and other details are specified in ATTACHMENT NO. (N/A)

Item 11: ANTICIPATED HOURS OF WORK:

The normal workday is 10 hours long. Extreme heat, cold or drought may affect working hours. The worker may be requested, but not required to work as much as 14 hours per day and/or the worker's Sabbath, depending upon weather conditions and the maturity of the crops being harvested.

Item 13: BOARD ARRANGEMENTS: (*Check appropriate item*)

X The employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries and/or other incidentals.

Item 14: REFERRAL INSTRUCTIONS: (*including the employer's contact information regarding referrals of interested applicants*)

Interested applicants may apply at any New Jersey One Stop Career Center, call 609-661-8484 or fax resume / contact information to 609-661-1427 to set up an interview. Applicants may also email their contact information to farm@pastoreorchards.com. Out-of-state applicants will be interviewed by telephone. Part of the interview process requires that an application be completed. Employer will interview the applicant for availability for the entire season, ability to report to the job site at the start date, and whether he possesses the required experience.

Applicants, State Workforce Agency Personnel, Walk-ins, Gate Hires and others may:

- x** Call for an interview during normal business hours at the number listed on the ETA 790 form.
 x Report to the farm office or worksite listed on the ETA 790 form.
 x Other (Describe) see above instructions.

Item 15: JOB SPECIFICATIONS:

JOB DESCRIPTION:

Operation, service and maintenance of manual and GPS farm equipment, including rippers, disks, plows, field cultivators, mechanical transplanters, water wheel planters, seeders, and mechanical blueberry harvesters. Installation and operation of pumping stations, hose reel travelers, and irrigation equipment.

JOB DUTIES:

Operation of manual and GPS controlled farm equipment

This includes performing the following farm operations:

- Using rippers, disks, plows and field cultivators for primary tillage.

The employer has entered under "Job Specifications" only the essential job qualifications, including educational and/or training level, experience requirement and physical capabilities. The description of the job to be performed is complete. There are no other essential job qualifications or duties.

Applicants must have the ability to withstand extended periods of time in the sun under warm and humid conditions. Applicants must be willing to work hours based upon specific job requirements which may include working hours that differ from other employees.

All applicants must have at least 6 months of verifiable experience operating the aforementioned farm machinery on a GAT/GMP-certified farm. Completing an application is part of the interview process. Applicants will need to provide current contact information for at least one previous employer to verify applicants' experience. *Applicants will undergo food safety training in accordance with GAT/GMP practices. Why?*

- Applicants must be willing to undergo current fertilizer and pesticide handling and training.
- Identifying when to irrigate crops using visual and instrumental equipment.
- Fertilizing and using irrigation equipment through drip irrigation systems.
- Operating pumping stations, including starting and stopping pumps as directed by supervisor.
- Operating hard hose reel travelers.
- Installing piping, filters, connectors and other equipment used for drip irrigation.

Installation and operation of drip and overhead irrigation equipment

- trucks for shipment.
- Unloading and organizing packaging materials from trucks as well as loading final products onto trucks for shipment.
- Following all Food Safety Guidelines for a clean pack house and cold storage facility.
- Maintaining an organized pack house and cold storage facility during harvesting and packing operations.
- Using tractors, wagons, trucks and forklifts for transporting crops from the field to the pack house.
- Operating packing line equipment.
- Operating automated and mechanical sorting and packaging equipment used specifically for peaches, blueberries and various vegetable crops.
- areas.
- Transporting and installing all Food Safety equipment (including sanitation facilities) at harvesting areas.
- Operating mechanical blueberry harvesters.
- Servicing and maintaining farm equipment.
- Maintaining roadways and cultivating field crops.
- Using mechanical transplanters, water wheel planters and precision vacuum seeders.
- Preparing fields, including laying raised beds, installing plastic mulch and drip tape.

ASSURANCES STATEMENT
Form ETA 790 Attachment

Item 16: WAGE RATE, SPECIAL PAY INFORMATION AND DEDUCTIONS:

HOURLY WAGE RATE:

Per 20CFR 655.120 an hourly rate of not less than the Adverse Effect Wage Rate (AEWR), the prevailing wage rate or piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum, whichever is highest will be the minimum rate of pay for all employees. The employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

PIECE RATE WAGE:

If a Piece Rate is offered on the job order, the work performed at the piece rate will be guaranteed to the workers for the stated period of employment unless crop activity will not realize the workers an hourly equivalent of at least the current AEWR. If it does not, the worker will be paid the AEWR, the Prevailing Wage Rate, or the employer's hourly rate, whichever is highest. If the employer requires one or more minimum productivity standards as a condition of work retention, such standards must be specified in the job offer and be no more than those required by the employer in 1977, unless the OFLC Administrator approves a higher minimum wage.

This job offer includes the following crop activity, any minimum productivity standards and rates of pay per unit: *(Include all crops and activities not listed on the ETA 790 form)*

NOT APPLICABLE – NO PIECE RATE WAGE

The employer guarantees to offer the workers employment for at least $\frac{3}{4}$ of the work hours of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first workday after the worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extension thereof. In Act of God terminations, the $\frac{3}{4}$ guarantee period ends on the date of termination.

EARNING RECORDS AND FREQUENCY OF PAY:

The employer will maintain adequate and accurate payroll records and will furnish to the worker on or before each payday a written statement showing the employer's full name and address, the worker's Social Security number, the total hours of work offered, the total hours actually worked, total number of units if piece rate, the worker's total earnings and itemized deductions for that pay period. The statement will comply with 20 CFR 655.122 (j) through 20 CFR 655.122 (m).

ASSURANCES STATEMENT
Form ETA 790 Attachment

The employer will deduct any applicable Federal and State taxes and garnishments as required by law. No deductions will be made which would bring the employee's hourly wage rate below the Federal Minimum Wage. Cash advances and commissary meals, if provided, may be deducted to the extent permissible under the Federal and State net wage requirements providing there is a written authorization signed by the worker.

Item # 17: Transportation

The employer will, at no cost to the worker, provide transportation between the employer's provided housing and the actual work site.

The employer will reimburse the worker for the cost of transportation and subsistence expenses from the place of recruitment to the place of work, if such costs were borne by the worker, on or before the date the worker has completed 50% of the work contract period as specified in the ETA 790, Item 8. Subsistence will be in accordance with current rates published in the Federal Register (currently \$46.00 per day with acceptable receipts or \$11.42 per day without receipts).

The employer will not be responsible for providing the cost of return transportation and subsistence from the place of employment to the place of recruitment if the worker voluntarily abandons the job or is terminated for just cause.

Upon completion of the work contract, or termination for medical reasons, or as the result of an Act of God, the employer will pay reasonable costs of return transportation and subsistence to the place of recruitment. When the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs this employer only pays for transportation to the next job. The amount of transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.

The employer will reimburse inbound transportation and subsistence expenses to any other person, government agency, or private organization which paid or advanced such expenses after the worker has completed fifteen (15) consecutive calendar days of employment. In either event the employer will reimburse these costs to the person/agency/organization no later than the date the worker has completed 50% of the work contract period appearing in the ETA 790, Item 9.

Contract impossibility.

If, before the expiration date specified in the work contract, the services of the worker 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 an 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. 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 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 this section. The amount of the transportation payment must not be less (and is not required or be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

The employer will expeditiously notify the order holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment or other factors or changed the terms and conditions of employment. If the employer fails to amend the date of need at least ten (10) working days* prior to the original date 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 ETA 790 is provided. If a worker referred through the interstate clearance system fails to notify the order holding office of continued interest in the job at least 5 days before the date of need, the worker will be disqualified from the abovementioned assurance. The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying wages already earned.

* "Working days" are defined as days the NJ One-Stop Career Center order holding office is open for business.

Unless the employer has amended the date of need no less than ten (10) working days prior to the date of need through this notice to the order holding office, the employer will guarantee one week's wage to all workers subject to this order beginning with the anticipated start date.

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 (crew leader) registration and other employment-related laws.

Non-monetary benefits provided by the employer are: N/A

The employer may terminate the worker's employment at any time, with notification to the local office, if the worker:

1. Refuses, without just cause, to perform the duties for which the worker was recruited and hired; or
2. Commits a serious act of misconduct or breach of discipline; or
3. Abandons the job, which is defined as being absent for more than five (5) consecutive scheduled working days without prior notification to the employer.

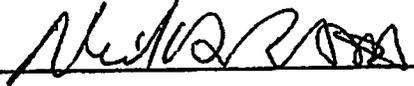
When the worker is terminated under any of these provisions, or if the worker voluntarily terminates his employment, the employer shall not be responsible for the three-fourths wage guarantee.

The employer will provide 5 days of training and/or allow 5 days of work for the workers to reach production standards. After completion of a training or break-in period, the employer expects workers to meet the

following production standards: complete all job duties in a timely manner.

The employer will furnish the workers without cost, all tools, supplies, or equipment required in the performance of their work. Common work clothes are the responsibility of the worker.

Employer's Name (print or type) Neil H. Pastore, III

Employer's Signature  Date 12/11/13