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 Agricolas 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):

Parzanese Bros Produce Inc

595 Spring Road Hammonton

NJ 08037

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

22-3356258

b) Telephone Number / Número de Teléfono:

(609) 561-5586

c) Fax Number / Número de Fax:

609-270-7863

d) E-mail Address / Dirección de Correo Electrónico:

parzanesefarm@comcast.net

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

595 Spring Road

Hammonton NJ

08037

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

580 Spring Road
Hammonton, NJ 08037

a) Description of Housing / Descripción de la vivienda:

Dormitory style housing which sleeps 9
Mobile home which sleeps 9

All housing has common kitchen, bathrooms and living area.

Alojamiento de dormitorio que aloja 9 personas y una casa movil que aloja 9 personas.

Todo alojamiento tiene cocina, banos y sala de estar compartidos.

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

4. SOC (O*NET/OES) Occupational Code / ~~Código Industrial~~ NAICS

1112

a. SOC (ONET/OES) Occupational Title / Título Ocupacional

Farmworkers and Laborers-Fruits, 45-2092.02

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

NJ0894968

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
44 N. White Horse Pike, Suite C
Hammonton, NJ 08037

a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su linea directa).

Manager: 609-561-8800

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

01/27/2014

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

08/01/2014

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:

From / Desde: 04/01/2014 To / Hasta: 12/01/2014

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

~~18~~ 9

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 50

Sunday / Domingo _____ Thursday / Jueves 10
Monday / Lunes 10 Friday / Viernes 10
Tuesday / Martes 10 Saturday / Sábado _____
Wednesday / Miércoles 10

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

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 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.

Los trabajadores son alojados en casas de dormitorios o casa movil con cocina, banos y sala de estar compartida. Los dormitorios tienen una cocina completa con utensilios para 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 609-561-5586 and leave a message. You will be contacted within 24 hours to set up an interview. You can also fax your contact information to 609-270-7863 or email it to parzanesefarm@comcast.net to be contacted for an interview.

Llame al 609-561-5586 y deje un mensaje. Usted sera contactado dentro de 24 horas para programa una entrevista. También puede faxear sus datos a 609-270-7863 o mandar un correo electrónico al parzanesefarm@comcast.net para ser contactado por una entrevista.

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

Manually plant, cultivate and harvest vegetables and field crops. Use hand tools such as shovels, trowels, hoes, tampers, pruning hooks, shears and knives. Transplant, weed, thin and prune crops. Clean, grade, sort, package and load harvested products. See attachment for more detailed job description.

Plantar, cultivar y cosechar vegetales y legumbres. Utilice herramientas de mano tales como palas, paletas, azadas, pisones, ganchos de poda, tijeras y cuchillos. Trasplantar, quitar mala hierba y podar las plantas. Limpiar, clasificar, ordenar, empaquetar y cargar los productos cosechados.
Vea anexo por una descripción mas detallada.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si [X] No [ ] If yes, number of months preferred: / Si es asi, numero de meses de experiencia: 3

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
- [X] Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- [X] Lifting requirement / Levantar o Cargar 50 lbs./libras
- [X] Repetitive Movements / Movimientos repetitivos
- [ ] Criminal Background Check / Verificación de antecedentes penales
- [ ] Drug Screen / Detección de Drogas
- [ ] Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- [X] Extensive Walking / Caminar por largos ratos
- [X] 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/Si	No	Pay Period / Periodo de Pago / /
Asparagus	$ 11.06	$	N/A	Social Security / Seguro Social	☐	☒	Weekly / Semanal
Zucchini	$ 11.06	$	N/A	Federal Tax / Impuestos Federales	☒	☐	☒
Cucumbers	$ 11.06	$	N/A	State Tax /Impuestos Estatales	☒	☐	Bi-weekly/ Quincenal
Pickles	$ 11.06	$	N/A	Meals / Comidas	☐	☒	☐
Sweet potatoes	$ 11.06	$	N/A	Other (specify) / Otro (especifica)	☐	☒	Monthly/Mensual
							☐
							Other/Otro
							☐

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

19. Transportation Arrangements / Arreglos de Transportación

Workers will be driven upon request without charge to local supermarket and shopping centers so that they may purchase food and personal items.

Los trabajadores serán llevados al supermercado y centros de comercial gratis 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(os) tipo(s) de cosecha(s)? Yes / Si ☐ No ☒

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

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

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

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

Yes/S ☒ 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/Sí ☒ No ☐

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

Salvatore Parzanese President

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

Salvatore A Parzanese

Employer's Signature / Firma y Título del Empleador

1/19/14

Date / Fecha

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

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

PUBLIC BURDEN STATEMENT

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

DECLARACION DE CARGA PÚBLICA

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

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el numero de la sección e incluya archivos adjuntos, si es necesario.

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 Salvatore Parzanese Date: 1/19/14

Employer's Signature Salvatore A Parzanese

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 **595 Spring Road, Elm NJ 08037** in the following County/Counties: **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. Turn left onto Spring Road, the farm is on the left.

Item 3: LOCATION AND DESCRIPTION OF HOUSING:

Housing is located at **580 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. Turn left onto Spring Road, the farm is on the left. Housing is located on farm property.**

Description of housing: **Dormitory style housing and trailer with common bathrooms, kitchen and living area. Housing 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 609-561-5686 or fax resume / contact information to 609-270-7863 to set up an interview. Applicants may also email their contact information to parzanesefarm@comcast.net. 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:

Manually plant, cultivate and harvest vegetables and field crops. Use hand tools such as shovels, trowels, hoes, tampers, pruning hooks, shears and knives. Transplant, weed, thin and prune crops. Clean, grade, sort package and load harvested products.

ASPARAGUS: Use cutting knife to harvest asparagus. Trim, grade and pack asparagus. Load packed boxes onto pallets.

CUCUMBERS / PICKLES: Seed, plant, pick and harvest cucumbers and pickles. Weed fields. Wash, grade and pack cucumbers. Load packed boxes onto pallets.

ZUCCHINI: Seed, plant, weed, use knife to harvest by hand, grade and pack zucchini. Load packed boxes onto pallets.

SWEET POTATOES: Plant, weed and harvest by hand, grade and pack. Load packed boxes onto pallets.

Job Specifications:

All applicants must have at least 6 months of verifiable experience working on a vegetable farm with duties similar to the above description. 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 applicant's experience. All applicants must be able to lift 50 pounds.

Farm, Field and Shed Sanitation:
For food and general safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting products for human consumption. Employees are required to cleanse their hands by washing them with soap and water after using the bathroom, after meal breaks, and before handling products either in the fields or packing house.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS:
Fieldwork begins at assigned time shortly after daylight. Work is performed in the rain and high humidity and in temperatures ranging from below 35 degrees to above 95 degrees F. Workers will work on their feet in bent position for long periods of time. Workers will supply their own work clothes. All the tasks in this job description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work on the farm that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, seed beds, racks, grounds, incidental crop setup, moving irrigation pipes and equipment. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Work specifications can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner / supervisor or a designated employee will provide instructions and general supervision. However, workers will be expected to perform their duties in a timely and proficient manner without close supervision.

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.

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.

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 ¾ 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 ¾ 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).

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 6*. 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 (l)(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) Salvatore Parzanese

Employer's Signature Salvatore A Parzanese Date 1/19/14