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)

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):

G. DeEugenio & Sons #2
500 University Blvd.
Glassboro, NJ 08028

Agent
C/O NAC
685 US Hwy 15-501
Carthage NC 28327

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

22-2960776

b) Telephone Number / Número de Teléfono:

(856)881-2930 NAC(910)947-6004

c) Fax Number / Número de Fax:

(865)881-4067 NAC(910)947-6006

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

N/A
NAC: wwicker.nac@gmail.com

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

500 University Blvd. Glassboro, NJ (Gloucester County)
Clayton Rd. Monroe Township, NJ (Gloucester County)
Richwood Rd. Upper Pittsgrove Township, NJ (Salem County)
Aura Rd. Elk Township, NJ (Gloucester County)
Hardingville Rd. Elk Township, NJ (Gloucester County)
Elmer-Bansboro Rd. Elk Township, NJ (Gloucester County)
Whig Lane Elk Township, NJ (Gloucester County)
Buck Rd Elk Township, NJ (Gloucester County)
Route 538 Elk Township, NJ (Gloucester County)
Ellis Mill Rd. Harrison Township, NJ (Gloucester County)
Employer owns, controls all work sites. Employer provides transportation from a centralized location to work sites daily. Employer will notify applicant of that location the day before.

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

500 University Blvd.
Glassboro, NJ 08028

a) Description of Housing / Descripción de la vivienda:

1) 2 Block Buildings

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

4. SOC (ONET/OES) Occupational Code / Código Industrial:

111339

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

Farmworker, Laborer-Crop, 45-2092.02

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

NJ0990036

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):

One-Stop Career Center
215 Crown Point Rd
Thorofare NJ, 08088

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

Manager, 856-384-3700

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

03/17/2015

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

08/17/2015

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

From / Desde: 05/15/2015 To / Hasta: 10/30/2015

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

26 see eta 790 attachments/ VEA ETA 790 fijaciones

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 35 see eta 790 attachments/ VEA ETA 790 fijaciones

Sunday I Domingo 0
Monday / Lunes 6
Tuesday / Martes 6
Wednesday / Miércoles 6
Thursday /Jueves 6
Friday I Viernes 6
Saturday / Sábado 5

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

7:00am-2:00pm hours vary: See attachment to ETA 790 for more complete details / las horas 7:00am-3:00pm varían: Ver fijación a ETA 790 para detalles más completos

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.

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR § 1910.142, or the full set of standards set at § 654.404 through § 654.417, whichever are applicable under § 654.401. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. All housing or public accommodations will comply with applicable State, Federal, Local, or health regulations.

SEE ETA 790 attachments

Alojamiento sin costo alguno para los trabajadores que no estén razonablemente capaces de regresar el mismo día a su lugar de residencia. Este párrafo se aplica sólo a los trabajadores. Vivienda no es proporcionada a no-trabajadores. Capacidad d Vivienda está estrictamente regulado por el Departamento de Trabajo de ESTADOS UNIDOS, y ninguna persona, otros de los empleados elegibles autorizado por el empresario, puede ocupar o permanecer durante toda la noche en vivienda proporcionad por el empleador. Vivienda proporcionado por el empleador debe cumplir con el conjunto completo de DOL Administración de Salud y Seguridad Ocupacional (OSHA) normas establecidas en 29 CFR 191.142 , o el conjunto completo de las normas establecidas en § 654.404 e §654.417 a través , cualesquiera que sean aplicables en § 654.401 . El alojamiento se ofrece como temporal de la temporada (durante el
período de empleo solamente) alojamiento ofrecido para los trabajadores agrícolas migratorios mientras que estén empleados en las explotaciones más allá de lo normal distancia de su lugar de residencia. Los trabajadores que ofrece alojamiento por el empleador debe abandonar la vivienda al momento de la terminación del empleo. Sin cargo de camas o utensilios de cocina y artículos similares a los trabajadores a quienes se proporciona vivienda. Toda la vivienda es alojamiento en grupo en el que todos los trabajadores, cocinas compartidas y de las zonas comunes sin tener en cuenta el género. Las mujeres trabajadoras, sin embargo, será siempre con instalaciones para dormir sólo comparte con otros miembros de su familia o con otras mujeres. Sexo de aseos separados. Los trabajadores que residen en la vivienda en que se encarga de mantener la caja en una manera ordenada y limpia. Los trabajadores que residen en viviendas del empleador puede tener correo electrónico dirigidos a ellos en la dirección del empleador en anexo adjunto. Todas las viviendas o alojamientos públicos cumplan con las estatales, federales, locales o regulaciones de salud.

VER ETA 790 archivos adjuntos

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.

Workers are screened for compliance with the following criteria: 1) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, conditions, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.
Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have theses documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.
SEE ETA 790 ATTACHMENTS FOR DETAILS.
para Los trabajadores son investigados para la conformidad con los criterios siguientes: un) confirma capacidad, la disponibilidad, los requisitos y el consentimiento para realizar el trabajo descritos y confirman intuición trabajar la temporada entera, 2) trabajadores locales confirman la disponibilidades de transporte diario seguro a y del sitio de trabajo para la temporada entera. Los trabajadores no locales confirman la disponibilidades de transporte al sitio del trabajo para empezar el trabajo, 3) confirmación de revelación llena de todos los términos, de la condición, y de la naturaleza de trabajo-trabajo por el personal local de empleo, 4) confirmación afirmativa de requisitos legales trabajar en EEUU como descrito abajo. El empleador puede terminar al trabajador (extranjero y/o doméstico) con notificación al servicio del empleo si empleador descubre un registro criminal de convicción o estatus como un delincuente sexual registrado que empleador cree razonablemente, coherente con la ley actual, dañará la seguridad y las condiciones de vida de otros trabajadores. Los trabajadores alistaron contra la Oferta de empleo de dentro de conmutar normal que distancia no será proporcionada con albergar, la subsistencia y el transporte.
Sólo trabajadores permitieron legalmente trabajar en Estados Unidos y en que elegibilidad original de identidad y empleo de fuerzas armadas documenta suficiente para completar EN Forma yo-9, como necesario por la Inmigración y Acto de Nacionalidad, será permitido completar el proceso que emplea. Los trabajadores referidos contra esta orden deben ser informados que deben tener estos documentos en su posesión cuando llegan en el lugar de empleo. Con tal de que trabajadores completen sección 1 de forma yo-9, los trabajadores tendrán tres días hábiles para producir la documentación necesaria para completar sección 2 de forma yo-9, como proporcionado en el Acto. Los trabajadores que no proporcionan esta documentación no serán permitidos ir a trabajar en el cuarto día hábil de empleo, ni de ningún día subsiguiente hasta que la documentación sea proporcionada, como proporcionado en el Acto.
VEA ETA 790 FIJACIONES PARA DETALLES.

16. Job description and requirements / Descripción y requisitos del trabajo:
Workers will perform various tasks involved in planting, cultivating and harvesting crops according to supervisor's instructions. Workers may perform hand cultivation tasks, hand weeding and hoeing in field. May aid in irrigation. See ETA 790 attachments for full job description.

Los trabajadores realizará diversas tareas de siembra, cultivo y cosecha de cultivos de acuerdo a instrucciones del supervisor. Los trabajadores pueden realizar las tareas de cultivo mano, desmalezado y azadón en el campo. Puede ayudar en el riego. Ver ETA 790 accesorios para descripción completa del trabajo.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3 All applicants must have 3 months verifiable experience pruning commercial fruit bearing trees. Applicants must furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. See 790 attachments for more details. Todos los solicitantes deben tener 3 meses comprobable experiencia comercial poda árboles frutales. Los solicitantes deben proporcionar referencias de trabajo positivas de los últimos los empleadores aceptable establecer operaciones comparables experiencia anterior. 790 Ver archivos adjuntos para obtener más detalles.

2. Check all requirements that apply:

☐ Certification/License Requirements / Certificación/Licencia Requisitos
Driver Requirements / Requisitos del conductor
☐ Employer Will Train / Empleador entrenará o adiestrará
☒ Extensive Sitting / Estar sentado largos ratos
☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas ☐
Lifting requirement / Levantar o Cargar 75 lbs./libras
☒ Repetitive Movements / Movimientos repetitivos

☐ Criminal Background Check / Verificación de antecedentes penales
☒ Drug Screen / Detección de Drogas (random/aleatorio)
☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
☒ Extensive Walking / Caminar por largos ratos
☒ Frequent Stooping / Inclinándose o agachándose con frecuencia
☒ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

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

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Si	No	Pay Period / Periodo de Pago / /
Peaches / Los Melocotones	$ 11.29	$		Social Security / Seguro Social	* ☒	☐	Weekly / Semanal ☒
Apple / Manzanas	$ 11.29	$		Federal Tax / Impuestos Federales	* ☒	☐	
Nectarines / Las Nectarinas	$ 11.29	$		State Tax /Impuestos Estatales	* ☒	☐	Bi-weekly/ Quincenal
Vegetables / Hortalizas	$ 11.29	$		Meals / Comidas	☐	☒	
	$	$		Other (specify) / Otro (especifica)	X ☒	☐	Monthly/Mensual ☐

* if applicable/si aplicable
See attachments for more complete details
Vea fijaciones para detalles más completos

Other/Otro ☐

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

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.
The employer reserves the right, at the employer's sole discretion, to temporarily raise the above listed piece rates due to crop conditions. In the task where there is no prevailing practice to pay a piece rate the employer, at his sole discretion, may opt to pay per hour to ensure a good quality product. At no time will the workers be paid less than the highest available wage. See attachments for complete wage information.

En caso de que la Secretaría de Trabajo promulgue un nuevo AEWR aplicable a cualquier porción del período de empleo cubrió por esta orden de trabajo que es más alta o más bajo que el AEWR en esto, el empleador pagará el AEWR más alto, y mayo en la discreción del empleador paga el AEWR más bajo, empezando con la fecha de vigencia del nuevo AEWR. El empleador pagará el más alto del AEWR, prevaleciendo el sueldo, el precio a destajo, el aceptó el sueldo de negociación colectiva o el Federal o salario mínimo de Estado en aquel momento el trabajo es realizado.
El empleador se reserva el derecho, a la exclusiva discreción del empleador, para elevar temporalmente la pieza debido a las condiciones de la cosecha. En la tarea en la que no hay ninguna práctica prevaleciente a pagar un salario a destajo el empleador, a su sola discreción, puede optar por pagar por hora, garantizando un producto de buena calidad. En ningún momento los trabajadores se les paga menos que el salario más alto disponible. Consulte los documentos adjuntos para obtener información sobre los salarios.
Vea Fijaciones para la información completa del sueldo.

19. Transportation Arrangements / Arreglos de Transportación

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers has completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations. **SEE ATTACHMENTS TO ETA 790 FOR MORE COMPLETE DETAILS.**

El Empleador no avanzará transporte y subsistencia costos a Trabajadores para el transporte al lugar de empleo. Este subpárrafo aplica sólo a Trabajadores que pueden no regreso de reasonability a su residencia el mismo día. Después de que los trabajadores hayan completado 50% del contrato del trabajo. Todos los solicitantes elegibles tendrán sus gastos razonables de entrada de transporte reembolsados, un tiempo sólo. Los solicitantes domésticos de fuera de de la distancia normal que conmuta que voluntario escogió no residir en el empleador proporcionó albergar, el empleador pagará por el reembolso de entrada inicial de transporte. Sin embargo, el empleador no reembolsará a ningún trabajador para el costo diario de transporte si conmutando de dentro de ni fuera del área de empleo destinado. El empleador no pagará por viajes voluntarios atrás a su residencia debido a emergencias familiares, ni debido a licencias.
VEA FIJACIONES A ETA 790 PARA DETALLES MAS COMPLETOS.

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 ☐ *IF applicable

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 ☐

see attached

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.

Lewis DeEugenio JR. owner

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

Employer's Signature / Firma y Título del Empleador

10-8-14

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.

SEE ATTACHMENTS TO THE ETA 790 FOR DETAILS CONCERNING THIS JOB OPENING.

VEA FIJACIONES A LA ETA 790 PARA DETALLES CON RESPECTO A ESTA APERTURA de TRABAJO

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 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.

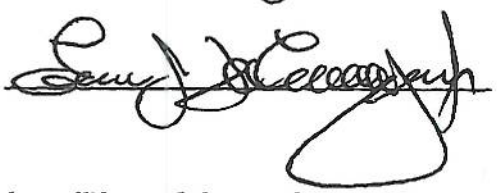
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

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 Lewis DeEugenio, Jr. Date: 10-8-14

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.

ATTACHMENT TO ETA 790

The term "Employer" used herein shall refer to the named employer(s) in section 1. Workers recruited under this Job Order are recruited to work on the employer's farm shown on the addendum in the certified occupation during the period of employment shown in Item 9. The employer/members will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers. ***Use of the masculine pronoun herein is for convenience of reference only.**

1. Name and address of employer: G DeEugenio & Sons #2; 500 University Blvd, Glassboro, NJ 08028

9. Anticipated dates of employment: 05/15/2015 until 09/25/2015.

10. The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season. Employer anticipates hiring local workers in addition to this job order being filed.

11. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek is 6 hours per day Monday-Friday and 5 hours on Saturday is normal; however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. .

12. Starting and ending times will change due to weather and crop conditions. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when changing shifts are required. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

14. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Free family housing is not available and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. When public accommodations (hotel or motel) are used, the workers will be provided 3 meals per day or $11.86 per day, or the current subsistence amount as posted in the Federal Register. Pursuant to the regulations at 20 CFR 655.122(d)(1)(ii), we the employer, will provide rental and public accommodations or another substantially similar class of habitation which will meet local, state and federal standards for such housing. Rental housing will comply with local, state, and federal requirements. In the absence of applicable local, State standards, employer-

provided housing will meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR § 1910.142, or the full set of standards set at 20 CFR § 654.404 through 20 CFR § 654.417, whichever are applicable under § 654.401, during the period of employment.

15. All local and intrastate (in state) applicants are to apply directly to the employer, between the hours of 9:00 am- 3:00 pm (Eastern Standard Time) Monday- Thursday. Applicants MUST call the employer Leila DeEugenio at (856) 881-2930 prior to coming, to schedule an appointment for an in person interview. **NO APPLICANTS ARE TO JUST SHOW UP WITHOUT A SCHEDULED INTERVIEW**. All applicants may apply at any local state workforce agency (SWA). SWA staff is encouraged at call The Order Holding Office (OHO) regarding questions, concerns or to initiate a referral of a qualified worker. The Applicant Holding Offices (AHO) must apprise the applicant of all terms and conditions of employment prior to referral. For interstate (out of state) and Intrastate applicants, apply at the local state employment agency. SWA staff should attempt to make a referral while he applicant is at the Job Service office during times disclosed above. Interviews will be conducted over the telephone for non-locals to create less of a burden for applicants, one the employer has fulfilled their requirements of disclosing all terms and conditions of the job and receive written confirmation of this (see attached acknowledgement of receipt). Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements.

All interested applicants will need to complete a referral questionnaire and provide written confirmation employer has complied with all local, state and federal disclosure requirements. An in person interview is required for all local applicants.

Workers are screened for compliance with the following criteria: 1) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. Workers recruited against the job order from within normal commuting distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

16. Job Specifications: All applicants must have at least 3 months verifiable experience pruning commercial fruit bearing trees. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Workers will be performing any of the duties listed as 45-2092.02 Farmworkers and laborers-Fruits.

Worker must possess requisite physical strength and endurance to repeat the harvest process though out the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands thoroughly with soap and water after all, bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the work described with or without reasonable accommodations. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption.

Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering fields for harvest activities of the packing facility for packing operations.

Peaches, Nectarines & Apples: Workers will perform various tasks involved in planting, cultivating and harvesting fruit according to supervisor's instructions. Workers may till soil, plant stock and do pruning activates using a variety of non-mechanical tools. May remove blossoms to improve yield and quality. May aid in irrigation duties, May aid in minor repair of wooden fruit containers. Workers may thin and/or harvest fruit. Workers will harvest fruit according to color, size and degree of maturity as specified by supervisor and place into half bushel baskets taking the extra time, care and effort not to bruise or scar the fruit. Workers may windrow bull containers or carry full containers weighing approximately 50 lbs. to truck or trailer and stack according to supervisor's specifications. Fruit thinners will thin fruit using hands to knock off excess fruit, spacing remaining peaches approximately one hand width apart, taking care to walk around entire tree before moving onto next. Workers will be required o stay on their assigned row.

The following description of job activities applies to peaches, apples and nectarines.

Harvest: Workers will be assigned a row usually with a partner and is responsible for picking all the proper fruit from that row, or half row. Fruit is selected from the tree according to size and/or color standard set by the picking supervisor. In some instance, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit is placed gently in the picking container until container is full. The full picking container weighing up to 50 lbs. is taken to transport vehicles and gently emptied into a field bin, taking care not to spill or bruise the fruit in the container or in the filed bin. Field bin volume may be checked and determined by weight on state certified scales. Workers are required to stay on their assigned row unless directed by a supervisor to change, of to help someone sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.

Pruning: While pruning trees, workers will receive proper tools for the particular job, i.e., saw pruners, chain saw, pole saws and hand snips. These tools will be returned to the employer at the end of the task. The cost of tools destroyed maliciously or lost carelessly will be deducted from worker's wages. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. Workers will be assigned rows of trees and must prune each tree according to the predetermined standard. In some instances, pruning will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Workers must remove all resulting materials from the trees rendered from performing pruning tasks. When pruning is complete on each tree, each worker is required to rake and scatter the resulting brush in the center if the tractor/equipment middles. Workers will be required to pick up and return pruning ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.

Thinning: While thinning trees, workers will be instructed as to how close together fruit should be paces and what fruit is most desirable to leave or take. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers in some instances, thinning will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Rows will be assigned to each worker and it is the responsibility of the worker to complete the trees on the row according to the supervisor's instructions. Limbs must not be torn from the tree, nor should limbs be completely stripped of leaves, blooms or fruit. Proper spacing and selection of fruit is critical to maximizing the trees' potential yield. Thinners will thin fruit using hands and /or plastic bat to knock off excess fruit taking care to walk around entire tree before moving to the next. Workers will be required to pick up and return thinning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designated supervisor.

Orchard Maintenance: Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, use sprayer, dig root suckers, knock fruit off trees, remove vines, lay irrigation pipe, repair and maintain drip system and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Corn, Pumpkins:
Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Support Duties and Packing Shed: Fork lift operator that feeds the bins with fresh fruit and removes the slop. Only workers with verifiable experience will be assigned this duty due to safety issues. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination. One worker will be a Box filler technician. Worker will be required to have the experience to perform these duties before they are assigned this position. All other duties in the packing shed are specifically excluded from this job order. Wine production: prepare, crush, filter, bottle and label fruit wines periodically.

Farm, Field and Shed Sanitation: All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm and shed sanitation duties.

Job specifications can change frequently during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instruction given by the supervisor for each day's work.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time usually shortly after daylight. Work is performed during rain, snow, and in high humidity and in temperatures ranging from 100 (+) degrees to below 25 degrees F. Workers will work on their feet in bent, stooped, and crouched positions for long periods of time. Workers will make fast, simple, repeated movements of fingers, hands, and wrists. Workers must be able to bend, stretch, twist, or reach out with the body, arms, and/or legs. Workers will use muscles to lift, push, pull, or carry heavy objects. 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, maintenance & painting of equipment and buildings, seed beds, racks grounds, operate tractor/farm equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. etc. 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 and/or harvest 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.

Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

17. Wage Rate, Special Pay Information and Deductions:

Harvesting specifications, in particular, 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. Employer reserves the right to add a piece rate for any of the crops listed as an incentive to increase wages.

All work will be paid the adverse effect wage rate (AEWR) of $11.29 per hour. Employer will pay the highest of the AWER, prevailing wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage will become the guarantee in the event DOL promulgates a new AEWR during the recruitment or work contract period. In the event the Department of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR.

18. More details concerning pay: All domestic and/or nonresident seasonal farm workers employed pursuant to this job order may be compensated above the stated hourly wage rate. This is not promised or guaranteed. The decision to pay above the stated

rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure. The employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able to but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product.

A) The employer will make the following deductions from the Worker's wages: FICA taxes, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other charges expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa, unless it's discovered that it is required or if the worker request withholding.

B) Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday, when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee.

C). In accordance with 20 CFR 655.122(o), This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God (AOG) which makes fulfillment of this contract impossible. (CO will be notified and employer will seek approval for AOG's) In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, (1)return the worker at the employer's expense to the worker (disregarding intervening employment) came to work for the employer, or trans the worker at to the workers next certified H-2A employer, whichever the worker prefers; (2) pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment; (3) reimburse the worker the full amount of any deductions made from he worker's pay by the employer for transportation and subsistence expenses to the place of employment. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for a lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs and this will relieve the employer from subsequent transportation and subsistence costs and the 3/4th guarantee.

D). Workers will be paid weekly. The payroll period shall be weekly.

E). Employer will provide a worker referred through the SWA Interstate System thirty-five (35) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system $11.29 per hour for the first week, starting with the original anticipated date of need. 35 hours x $11.29 = $395.15 gross (before taxes). The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general labor and maintenance activities including, cleaning and maintain migrant housing, and the repair and maintenance of farm buildings and equipment.

F). The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, beginning and ending times, an itemization of all deductions made from the worker's wages; the worker's net pay, units produce daily if piece rates are used; the employer's name, address and IRS identification number. Employer will abide by all regulations at 20 CFR § 655.122(j) (k).

19. Transportation: The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

The following paragraphs related to inbound and outbound transportation pertain only to workers who are not within commuting distance and cannot return to their place of residence the same day and are, therefore, eligible for the benefit. After a worker has completed 50% of the work contract employer will reimburse travel as stated below.

Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense to get to and from the designated work site any way they choose. For those employees who voluntarily choose to utilize the free employer provided transportation, the vehicles will depart from a predestined time and place each day. Time spent in travel to and from the daily worksite is not compensable under the Portal Act found at 29 CFR § 785.50 and US DOL Regulations

This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers has completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations. In the event a worker has his inbound transportation reimbursed prior to the 50% date, and is terminated for lawful reasons, or abandons his position, the employer reserves the right to recapture the transportation expenses.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be $11.86 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR § 655.122(h) only to those employees who are eligible under the H-2A program regulations for subsistence pay. Maximum Amount to be reimbursed with receipts is $46.00. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if the worker does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if the worker is discharged for lawful job-related reasons, if the worker has knowledge at the place of recruitment that the worker cannot perform the duties of the job as described above or if the worker abandons this employment when the worker is needed by the Grower.

Employer will provide, pay, or reimburse transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God, as outlined in 20 CFR § 655.122(o), which makes fulfillment of this contract impossible as provided in paragraph 18C or if the worker is displaced by a U.S. worker under DOL's 50% rule.

Employer will offer free transportation for workers living in the employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, or an H-2A workers that is displaced due the employers obligation under the USDOL 50% rule, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for the outbound transportation benefit whom decline the

employers provided return charter transportation will be issued payment for only the Mexico in-country leg of their outbound transportation (from Monterrey, Mexico to the place from which the foreign worker came to work for the employer) along with the complete subsistence amount and the checks will be issue by the employer prior to departure.

Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower for any damages, injuries, and personal or property losses.

21. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations. Workers employed under this job order are designated as seasonal employees.

22. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer assures that there will be no lapse in coverage for workers compensation. The employers workers compensation will be provided throughout the entire length of the contract period Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination.

23. Tools and Equipment: The employer will furnish, without charge, all tools, supplies, and equipment required in the performance of the specified work. Workers will be charges for any willful damage or loss of such tools and equipment.

24. For workers covered by MSPA 29 CFR § § 500.075(8) there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

25) There are not any strikes, work stoppages, slowdowns or interruption of operations by employees at the place where the workers will be employed.

28. Other Conditions of Employment:

Other Conditions of Employment: A) Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules. c) fails after completing the training period to perform the work as specified, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; (five consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify employer and secure permission for necessary absence) g) fails to meet applicable production standards or keep up with fellow workers. h) falsifies identification, personnel, medical, production, reference, or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.

C). Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.

D). Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by email 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 terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.

E). Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR § 653.107 and 20 CFR § 653.501.

F). Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues and acclimate the worker to the physical demands of farm work. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

G). Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the time at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than when the when employment is offered.

H). Employer agrees to abide by the regulations at 20 CFR § 655.135.

I).The employer as a part of positive recruitment as per 20 CFR § 655.154 is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.

J) We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

K). SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective their first date of work. Failure to comply with the request or testing positive will result in immediate termination.

L). Pursuant to 20 CFR § § 655.135(i) (1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.

M) Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management.

This employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management.

Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended.

N) The employer committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of sexual harassment. Any type of sexual harassment is grounds for immediate termination. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behaviour, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behaviour, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive

comments or jokes e) displaying offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites.

Just because someone does not object to inappropriate behaviour in the workplace at the time, it does not mean that they are consenting to the behaviour.

Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work.