



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

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

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

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

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):</p> <p>Sun Valley Orchards LLC 29 Vestry Rd Swedesboro NJ 08085</p> <p>C/O NAC 685 US Hwy 15 501 Carthage, NC 28327</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 46-0542793</p> <p>b) Telephone Number / Número de Teléfono: Employer (856) 769-5280 NAC (910) 947-6004</p> <p>c) Fax Number / Número de Fax: Employer: (856) 769-5213 NAC (910) 947-6006</p> <p>d) E-mail Address / Dirección de Correo Electrónico: N/A</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>		
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>29 Vestry Rd, Swedesboro, NJ 08085 See attached spreadsheet for additional worksites all of which are owned/leased by employer. employer provides daily transportation from main location to each work site.</p>	<table border="1"> <tr> <td data-bbox="803 472 1161 667"> <p>4. SOC (ONET/OES) Occupational Code / Código Industrial: 11219</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworkers and laborers-Crops-, 45-2092.02</p> </td> <td data-bbox="1161 472 1510 667"> <p>5. Job Order No. / Num. de Orden de Empleo: NJ0994838</p> </td> </tr> </table>	<p>4. SOC (ONET/OES) Occupational Code / Código Industrial: 11219</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworkers and laborers-Crops-, 45-2092.02</p>	<p>5. Job Order No. / Num. de Orden de Empleo: NJ0994838</p>
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<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>1329 Rt 45 South, Harrisonville, NJ 08085</p> <p>a) Description of Housing / Descripción de la vivienda: Block Building Capacity: 170</p>	<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): One-Stop Career Center 215 Crown Point Rd Thorofare NJ, 08088</p> <p>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</p> <p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 04/02/2015</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 08/05/2015</p> <p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo: From / Desde: 06/01/2015 To / Hasta: 10/10/2015</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 60</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40 Sunday / Domingo <u>5</u> Thursday / Jueves <u>7</u> Monday / Lunes <u>7</u> Friday / Viernes <u>7</u> Tuesday / Martes <u>7</u> Saturday / Sábado <u>0</u> Wednesday / Miércoles <u>7</u></p> <p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: 7:00am-3:00pm hours vary: See attachment to ETA 790 for more complete details / las horas 7:00am-3:00pm varían Ven fijación a ETA 790 para detalles más completos</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		

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

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. Rental housing will comply with all applicable regulations.
SEE ETA 790 attachments

Los empleadores proporcionarán facilidades libres de cocina y cocina a esos trabajadores que tienen derecho para vivir en los empleadores que albergan para que trabajadores puedan preparar sus propias comidas. Los trabajadores comprarán sus propios comestibles. Una vez a la semana los empleadores ofrecerán proporcionar (en una base voluntaria por los trabajadores) liberta transporte para asegurarse de que trabajadores conseguir acceso a a la tienda más cercana donde pueden comprar comestibles.

Albergar es proporcionado en ningún costo a trabajadores que no son razonablemente capaces de regresar el mismo día a su domicilio. Este párrafo aplica a tales trabajadores sólo. Albergar no es proporcionado a no-trabajadores. La capacidad de la envoltura es regulada estrictamente por la Secretaría de Trabajo de EEUU, y por ninguna persona, de otra manera que los empleados elegibles autorizado por el empleador, puede ocupar ni pueden quedarse por la noche en albergar de empleador-proporcionó. Albergar de empleador-proporcionó debe encontrar el conjunto lleno de DOL la Administración Profesional de la Seguridad y la Salud (OSHA) estándares exponen en 29 CFR 1910,142, o el conjunto lleno de estándares pone en §§ 654,404 por 654.417, el que son aplicables abajo § 654,401. La envoltura es ofrecida como en-temporada temporaria (durante el período de empleo sólo) albergando previo trabajadores agrícola migratorios mientras son empleados en granjas más allá de conmutar normal distancia de su residencia. Los trabajadores proporcionaron albergar por el empleador debe desocupar inmediatamente la envoltura sobre la cesantía. Ninguna carga será causada camas ni útiles de cocina y artículos semejantes proporcionaron a trabajadores a quien albergar es proporcionado. Toda la envoltura es envoltura de grupo en la que todos los trabajadores compartirán cocinas y áreas comunes sin consideración al género. Los trabajadores femeninos serán proporcionados sin embargo con facilidades durmientes compartidas sólo con otros miembros de la familia o con otras hembras. Las facilidades de lavabos de sexo-segregó serán proporcionadas. Los trabajadores que residen en tal envoltura concuerdan en ser responsables de mantener la envoltura en una manera ordenada y limpia. Los trabajadores que residen en la envoltura de empleador pueden tener correo dirigido a ellos en la dirección del empleador en el apéndice conectado. Alquiler de viviendas va a cumplir con todas las regulaciones aplicables **VEA ETA 790 fijaciones**

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: a) 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. 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 possess 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.

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 intención 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 harvest Asparagus, Zucchini, Pickles, Cucumbers, Eggplant, Peppers and peaches. Sometimes this will occur at top a 6ft ladder workers must take care when working a top ladders.

SEE ETA 790 ATTACHMENTS

Los trabajadores se cosecha Espárragos, calabacín, encurtidos, pepinos, berenjenas, pimientos y los melocotones. A veces esto ocurre en la parte superior un 6 pies escalera los trabajadores deben tener cuidado al trabajar una escalera.

VER ETA 790 ARCHIVOS ADJUNTOS

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 verifiable experience harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. See attachments for more details. La cosecha de una experiencia comprobable de cultivos perecederos. Los solicitantes deben estar en condiciones de proporcionar referencias de trabajo positivas de los últimos los empleadores comparables establecer niveles aceptables de experiencia previa. Consulte los documentos adjuntos para obtener más detalles.

2. Check all requirements that apply:

- | | |
|---|--|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input checked="" type="checkbox"/> Drug Screen / Detección de Drogas (random) |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input checked="" type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input checked="" type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input checked="" type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>75</u> lbs./libras | <input checked="" type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)								
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Si	No	Pay Period / Periodo de Pago	
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /	
Vegetables	\$ 11.29	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal	
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	\$	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal	
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual	
see attachments vea fijaciones							Other/Otro	<input type="checkbox"/>

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

In the event that the Department Of Labor promulgates a new AEWB applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWB herein, the employer will pay the higher AEWB, and may at the employer's discretion pay the lower AEWB, beginning with the effective date of the new AEWB. Employer will pay the highest of the AEWB, 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. In the tasks 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 AEWB aplicable a cualquier porción del período de empleo cubrió por esta orden de trabajo que es más alta o más bajo que el AEWB en esto, el empleador pagará el AEWB más alto, y mayo en la discreción del empleador paga el AEWB más bajo, empezando con la fecha de vigencia del nuevo AEWB. El empleador pagará el más alto del AEWB, 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.

En las tareas donde no hay práctica predominante pagar un precio a destajo el empleador, en su única discreción, puede optar por pagar por hora de asegurar un producto bueno de calidad. En ningún tiempo haga a los trabajadores son pagados menos que el sueldo disponible más alto. 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 reasonably 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.

Russell Marino Jr OWNER/MANAGER
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

[Signature]
Employer's Signature / Firma y Título de Empleador

12/22-14
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 que 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 número 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 Russell Marino Jr Date: 12/22/14

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

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/member 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: Sun Valley Orchards LLC; 29 Vestry Rd, Swedesboro NJ 08085. .

9. Anticipated dates of employment: 06/01/2015 until 10/10/2015.

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.

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 of 7 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. 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.

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 the changing of shifts is required. 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 workers 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.

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, 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. All housing or public accommodations will comply with applicable State, Federal, Local, or health regulations. 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 §§ 654.404 through 654.417, whichever are applicable under § 654.401.

15. Interested candidates should contact their local State Workforce Office to receive a copy of the ETA 790 and applicable attachments. Once the applicant has a copy of the job order they may apply directly to employer by calling (856) 769-5280 ext 7. Applicants are encouraged to fax applications or resumes to (856) 769-5213 **attn Farmworker Job**. Group interviews for local applicants will be held Tuesdays and Fridays from 8am – 11am. Applicants are encouraged to arrive 15-20 minutes early to complete/review an application packet at 29 Vestry Rd, Swedesboro NJ 08085.

All interstate (out of state) and intrastate (in state) applicants interested in this job offer should first contact the order holding office prior to contacting the employer for information and permission to refer. Workers should be fully apprised by their 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. Interstate (out of state) and Intrastate (in state)

candidates will be interviewed over the phone once employer has received written confirmation that all required disclosures have been made. Completing an application is part 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. Workers are screened for compliance with the following criteria: a) 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. **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.**

Only workers legally entitled to work in the United States and who possess 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.

16. Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout 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 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 worker described with or without reasonable accommodation. 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 the fields for harvest activities or the packing facility for packing operations.

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers.

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knives to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: 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.

Peaches: Workers will perform various duties associated with thinning and picking peaches. Worker 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 are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to

help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **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.**

Farm Equipment Operation: Workers may be require to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. 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, dig root suckers, knock fruit off trees, use hand sprayer, 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.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. 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.

Farm, and Field Sanitation

All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched 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, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, 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.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five 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.

Daily individual work assignments, crew assignments, and location of work, will be determined 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.

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.

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

17. Wage Rates, Special Pay Information and Deductions: The tasks in the crops listed below will be paid at the piece rates listed. All other work will be paid the adverse effect wage rate (AEWR) of \$ 11.29 per hour. Employer will pay the highest of the AEWR, prevailing

wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage when the work is performed. In the event that the Department Of Labor promulgates a new AEWL applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWL herein, the employer will pay the higher AEWL, and may, at the employer's discretion pay the lower AEWL, beginning with the effective date of the new AEWL.

Workers are guaranteed that their total earnings will be at least equal to the AEWL of \$11.29 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWL of \$11.29 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of \$11.29 per hour for the total hours worked in the pay period.

<u>Commodity</u>	<u>Rate</u>	<u>Unit</u>
Asparagus	\$7.00	Packed out 28# crate
Zucchini	\$1.00	Packed out 1/2bu equivalent
Pickles	\$1.50	Packed out 1.0bu equivalent
Cucumber	\$1.00	Packed out 1 1/9bu equivalent
Eggplant	\$0.60	Packed out 1 1/9bu equivalent
Pepper	\$0.60	Packed out 1 1/9bu equivalent
Peaches	Hourly + POB	Packed out 1/2bu equivalent

*POB= Packed
Out Bonus

All jobs performed hourly will be compensated at \$11.29/hr

*Peaches: \$11.29/hr + \$3.50/bin + Pack out bonus

Pack out bonus may vary; 2014 bonus was \$3.42/bin

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

All activities not listed as paid by piece rate will be paid by the hour.

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. 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.

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. If the grower reimburses the worker prior to the 50% date, and the worker is terminated for cause or abandons prior to the 50% date, the grower reserves the right to recapture that reimbursement. 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 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). 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 workers to other comparable employment acceptable to workers. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. 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). The payroll period shall be weekly. Workers will be paid weekly with a 1 week holding period.

E). Employer will provide a worker referred through the SWA Interstate System forty (40) 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. $40 \text{ hrs} \times \$11.29 = \451.60 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.

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; 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.

This subparagraph applies only to Workers who cannot reasonably return to their residence the same day. After the workers have 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 voluntarily 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.

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 he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he cannot perform the duties of the job as described above or if he abandons this employment when he is needed by the Grower. If the grower reimburses the worker prior to the 50% date, and the worker is terminated for cause or abandons prior to the 50% date, the grower reserves the right to recapture that reimbursement.

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 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 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 H2a employment, or an H2a 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 this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence by check. If a worker chooses to not use the employer arrange transportation then they will only be reimbursed for the transportation not included in the employer arranged (Mexican transportation, border crossing and daily subsistence.) In those circumstances, the grower will distribute the checks, as soon as all work is completed, as determined by the employer, and the worker is ready to depart. 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/association 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. Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to 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.

28. 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 attached hereto. c) fails after completing the training period to perform the work as specified in Item 16 and Attachment, 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; g) fails to meet applicable production standards or keep up with fellow workers h) falsifies identification, personnel, medical, production 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. 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 is 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 behavior, 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 behavior in the workplace at the time, it does not mean that they are consenting to the behavior.

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.

FARM, HARVESTING, AND FIELD FOOD SAFETY RULES

1. Worker must practice good personal hygiene.
2. Worker should wash and sanitize hands for at least 20 seconds:
 - a. Before and after working
 - b. Before beginning work in a different area
 - c. Before and after eating
 - d. After visiting the restrooms, toilets and port-a-johns
 - e. Before and after treating an open wound or cut
 - f. Before and after treating an individual with a cut or wound
 - g. After blowing of nose
 - h. After touching the hair or face
 - i. After sneezing or coughing
 - j. After touching anything which can cause contamination or performing maintenance
 - k. After any break
 - l. After handling any dirty raw material or garbage
 - m. After touching animals or animal feces
3. All jewelry (ring with stones, watches, earrings, etc) must be removed before entering any work area. Wedding bands without stones are permitted (supervisor's authorization is required).
4. Eating food, drinking beverages, chewing gum and using tobacco products are strictly prohibited in all work areas.
5. Worker should use proper hand washing and toilet facilities.
6. Report any active case of illness to crew leader or supervisors before beginning work. Workers with bad colds, contagious diseases, boils or sores will not be allowed to contact product, equipment, boxes and containers.
7. If worker cuts him or herself while working, worker should stop work immediately, cover the wound, and report it to the supervisor. Keep wounds covered so that you do not contaminate the product, equipment, boxes and containers with body fluids.
8. All workers shall maintain neatness while in working areas.
9. Personal items such as pens, pencils, keys, tobacco products, cell phones, snacks, etc., shall not be carried in pockets while in working areas.
10. Animals are prohibited on all farm premises.
11. Only employer personnel and registered visitors are allowed on the employer's premises. Visitors must sign in at designated area prior to entering the premises.
12. Workers families and children are not allowed in any work area.
13. Tools, knives and sheaths must be sanitized upon entering each field, leaving each field, with each crop change and after each break. Worker should wear knife sheath at all times when working. Knife should be stored in sheath.
14. If issued, worker should change and have laundered at least every other day his/her uniforms, and protective clothing. If required, worker should use personal protective equipment correctly.
15. No glass is allowed in any work areas.