

TEMPORARY

Agricultural and Food Processing Clearance Order
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor
Employment and Training Administration
 OMB Approval No. 1205-0134, Expires 09/30/2009

<p>1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)/ Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)</p> <p>Hidden Acres Nursery, LLC 516 Locust Road, Flemington, NJ 08822 Tel (908)782-3209 Fax (908)782-8879</p>	<p style="text-align: center;">Numbers 4, 5, 6, 7 and 8 for State use only.</p> <p>4. Industry Code/Código de Industria</p> <p>5. Job Order #/No. Orden de Empleo NJ0761188</p>
<p>2. Location and Direction to Work Site/Dirección del lugar de trabajo</p> <p>16 Cozy Lane Flemington, NJ 08822</p> <p>(If additional space is needed, use separate sheet of paper)</p>	<p>6. Occupational Title and Code / Título Ocupacional y Código NURSERY WORKER</p> <p>7. Clearance Order Issue Date / Fecha de Tramite 12-9-09</p> <p>8. Job Order Expiration Date / Fecha de vencimiento 03-14-10</p>
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>Single-family house located at 16 Cozy Lane, Flemington, NJ 00822. The home includes 2 bedrooms, bathroom, kitchen, living room, garage, patio and backyard access. The house is furnished and in addition has a dishwasher, water and dryer TV's and house-wares (silverware, plates cups, pots and pans, etc.).</p> <p>(If additional space is needed, use separate sheet of paper). / Si necesita más espacio, utilice documento adicional.)</p>	<p>9. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 2/14/10 To/Hasta: 12/14/10</p> <p>10. No. of Worker's Requested / No. de Trabajadores Pedidos 4</p> <p>11. Anticipated Hours of Work per Week/ Horas Anticipadas de Trabajo por Semana. Total: 40 hours Sunday / Domingo 8 hours Monday / Lunes 8 hours Tuesday / Martes 8 hours Wednesday / Miércoles 8 hours Thursday / Jueves 8 hours Friday / Viernes 8 hours Saturday / Sábado 8 hours</p> <p>12. Collect Calls Accepted from/ Se Aceptan Llamadas a Cobrar de: Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office / La Oficina Local Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>

13. Board Arrangements / Arreglo de Alojamiento **Furnish free and convenient cooking and kitchen facilities. Housing is free of charge.**

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos **Interested applicants may contact the nearest One-Stop Career Center or call the employer representative at: Tel (908)782-3209 or Fax (908)782-8879**

15. Job Specifications / Descripción del Trabajo
Responsible for planting, cultivating, harvesting and transplanting trees, shrubs, or plants. CONTINUED ON SEPARATE ATTACHMENT.
 (If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

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

Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES / SI	NO	Pay Period / Periodo de Pago
trees, shrubs and plants	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
	\$ 9.50	\$ N/A	N/A	Social Security / Seguro Social	<input checked="" type="checkbox"/>		Weekly / Semanal
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	\$	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>		Bi-weekly / cada 2 semanas
	\$	\$		Meals / Comidas		<input checked="" type="checkbox"/>	
	\$	\$		Other (specify)/ Otro		<input checked="" type="checkbox"/>	Other / Otro

More Details About the Pay / Mas Detalles Sobre el Pago

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

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17. Transportation Arrangements / Arreglos de Transportación

Employer will reimburse transportation costs or advance or provide for the cost of transportation and subsistence. Employer will provide transportation for workers from the place of recruitment to the place of employment.

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(s)? Yes / Si No

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

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

20. Workers' compensation insurance provided? Indemnización por accidente de trabajo: Yes No

21. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes No

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

23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed.

(If there are no such incidents, enter "None") /

Enumere toda huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno") None

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radica la Oferta (incluya número de teléfono)

One Stop Career Center
75 Veterans Memorial Drive
Somerville, NJ 08876

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya número de teléfono)

Manager - (908)704-3000

26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.

Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Título del Empleador



Wayne Riche
Supervisor

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

Public Burden Statement

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents' obligation to reply to these requirements is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this collection is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

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CONTINUATION OF ETA FORM 790 ITEM 15 JOB SPECIFICATIONS

Hauls and spreads topsoil, fertilizer, peat moss, and other materials to condition soil, using wheelbarrow or cart and shovel. Prepare the field for planting/growth. Sows grass seed or plants plugs of grass and cuts, and rolls. Plants, sprays, weeds, and waters plants, shrubs, and trees using hand tools and gardening tools. Fills growing tanks with water. Moves containerized shrubs, plants, and trees using wheelbarrow. Ties, bunches, wraps roots, and packs flowers, plants, shrubs, and trees to fill orders and loading the deliver trucks.

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ASSURANCES STATEMENT Form ETA 790 Attachment

ATTACHMENT LTR.: A

General Conditions of Employment:

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

Only the social and economic benefits specified in this order will be provided by the employer.

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

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

As required by Pub. L. 104-49, which amended the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), ATTACHMENT LTR.: B, declaring certain basics of the Workers Compensation Insurance coverage, will be completed by the employer and a copy provided to each worker no later than on the day work commences.

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

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

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

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

Workers (will) (~~will not~~) be covered by Disability Insurance. (Cross out the incorrect response.)

Work performed under this job order (will) (~~will not~~) be covered by Unemployment Insurance.

PESTICIDE TRAINING:

The employer is certified in the use and application of pesticides per Federal Environmental Protection Agency and State Department of Environmental Protection requirements. The employer assures that workers hired under this order who will be handling pesticides will be provided appropriate training. X N/A _____ (If not applicable insert N/A).

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The employer agrees to abide by the regulations at 20 CFR 653.501 and Assurances 20 CFR 655.103 which include reasonable access to the workers by duly authorized Federal and State representatives including New Jersey One-Stop Career Center (State Workforce Agency) Outreach Workers in the conduction of Outreach and Field Check activities pursuant to 20 CFR 653.107 and 653.503.

Specific Conditions of Employment by ETA 790 Items #:

Item 2: LOCATION AND DIRECTION TO WORKSITE:

The worksite is located at 16 Cozy Lane, Flemington, NJ 08822 in the following County/Counties: Hunterdon. The directions to the worksite are:

Item 3: LOCATION AND DESCRIPTION OF HOUSING:

Housing is located at 16 Cozy Lane, Flemington, NJ 08822

Directions to housing are _____

Description of housing: Single-family house located at 16 Cozy Lane, Flemington, NJ 08822. The house includes 2 bedrooms, bathroom, kitchen, living room, garage, patio and back yard access. House is furnished and includes dishwasher, washer/dryer, TVs and house-wares (silverware, plates, cups, pots and pans, etc.)

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

The employer request permission for conditional entry into the Interstate and Intrastate Clearance System so that this job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of domestic workers. The employer assures that the worker housing will be clean, available for inspection and in compliance with applicable U.S. occupational safety and health administration regulations no less than 30 days prior to the date of need reflected in the attached ETA 9142 and ETA 790.

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

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ATTACHMENT LTR.: A

Item 4: BOARD ARRANGEMENTS: *(Check appropriate item (s))*

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

The employer will provide workers three meals per day and will deduct \$_____ per day from each worker for meals.

Item 5: REFERRAL INSTRUCTIONS: *(Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)*

Wayne Riche, Supervisor at 908-782-3209 or
Wayne Jones, Owner at 908-296-1363

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

Call for an interview during normal business hours at the number listed on the ETA 790 form.
 Report to the farm office or worksite listed on the RTA 790 form.
 Other (Describe) _____

Item 6: ANTICIPATED PERIOD OF EMPLOYMENT:

The employer (~~does~~) (does not) require multiple start dates, within the dates entered in Item 6 of the ETA 790, for various sub-groups of workers. If multiple start dates are required, the dates, number of workers required for each date, and other details are specified in ATTACHMENT NO. _____.

Item 8: ANTICIPATED HOURS OF WORK:

The normal workday is 8 hours long. The worker may be requested, but not required, to work up to _____ hours per day depending upon weather conditions and the maturity of the crops being harvested.

Items 10 and 10 a: JOB SPECIFICATIONS:

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

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ASSURANCES STATEMENT
Form ETA 790 Attachment

ATTACHMENT LTR.: A

Item 11: WAGE RATE, SPECIAL PAY INFORMATION AND DEDUCTIONS:

HOURLY WAGE RATE:

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

PIECE WAGE RATE:

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

This job offer includes the following crop activity, any minimum productivity standards and rates of pay per unit: *(Include all crops and activities not listed on the ETA 790 from, Item 11)*

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

The worker will be paid X weekly: _____ by-weekly. Workers will be paid on Friday (Day of the week) each payroll period and will be provided with an earning statement which contains the hours actually worked, total earnings, (piece rates/number of units (if piece rates are used) and all deductions. The statement will comply with 20CFR 655.102 (b) (8).

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ASSURANCES STATEMENT Form ETA 790 Attachment

ATTACHMENT LTR.: A

The employer will deduct any applicable Federal and State taxes and garnishments as required by law. No deductions will be made which would bring the employee's hourly wage rate below the Federal Minimum Wage. Cash advances and commissary meals, if provided, may be deducted to the extent permissible under the Federal and State net wage requirements providing there is a written authorization signed by the worker. The employer will maintain adequate and accurate payroll records and will furnish to the worker on or before each payday a written statement showing the employer's full name and address, the worker's Social Security number, the total hours of work offered, the total hours actually worked, total number of units if piece rate, the worker's total earnings and itemized deductions for that pay period. Such statement will comply with all Federal and State regulations.

The employer will expeditiously notify the order holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. If the employer fails to amend the date of need at least ten (10) working days* prior to the original date the employer shall pay eligible workers referred through the interstate clearance system a minimum rate of the current Adverse Effect Wage Rate (AEWR) for each eight (8) hour work day in the first week on which those workers were present and available for work and no work specified in the ETA 790, Item 11 is provided. If a worker referred through the interstate clearance system fails to notify the order holding office of continued interest in the job at least 5 days before the date of need, the worker will be disqualified from the above mentioned assurance. The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying wages already earned.

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

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

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

Non-monetary benefits provided by the employer are: House and transportation

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

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

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

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ATTACHMENT LTR.: A

The employer will provide 0 days of training and/or allow _____ days of work for the workers to reach production standards.

After completion of a training or break-in period, the employer expects workers to meet the following production standards: _____

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

The workers (~~will~~) (will not) be engaged in work defined by the U.S. Environmental Protection Agency and/or the N.J. Department of Environmental Protection as requiring pesticide safety training. (If "will," see proof of training authorization marked ATTACHMENT NO. ____.)

Transportation

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

The employer will reimburse the worker for the cost of transportation and subsistence expenses from the place of recruitment to the place of work, if such costs were borne by the worker, on or before the date the worker has completed 50% of the work contract period as specified in the ETA790, Item 6. Subsistence will be in accordance with current rates published in the Federal Register (currently no less than \$9.90 per day without receipts and up to \$39.00 per day with receipts as the maximum amount to be reimbursed).

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

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

The employer (will) (will not) reimburse inbound transportation and subsistence expenses to any other person, government agency, or private organization which paid or advanced such expenses after the worker has completed fifteen (15) consecutive calendar days of employment. In either event the employer will reimburse these costs to the person/agency/organization no later than the date the worker has completed 50% of the work contract period appearing in the ETA 790, Item6.

Employer's Name (print or type) Wayne Riche

Employer's Signature Wayne Riche Date 12/03/2009