

ATTACHMENT #1 (ETA 790)

Item 2 – Location and Directions of Work Site

Locations: 403 Green Village Rd., Green Village, NJ 07935

Directions: From Parsippany-Troy Hills area, take 287 South to exit 35 (Morristown); turn right at end of ramp; make left at next light onto South Street; go 1.2 miles until road bears to left; go 2.4 miles to yield sign and turn left; farm is one mile down on right.

Item 3- Location and Description of Housing

Location: 415 & 419 Green Village Rd, Green Village, NJ 07935

Directions: Adjacent to worksite.

Description of housing: Three two story houses.

Available housing is for: Single Workers

Description: Housing will be clean and in compliance with OSHA Housing Standards at 29 CFR 1910.142 when occupied. Workers will be responsible for maintaining housing in a neat, clean manner.

Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement. If both male and female workers are hired separate toilet, shower facilities, and sleeping rooms will be provided by the employer.

Housing and utilities are provided at no cost to the workers who are unable to return to their place of residence the same day.

Housing is located within the worksite. No transportation is needed.

Item 4- Board Arrangements

In addition to providing free cooking and kitchen facilities, employer will provide transportation for workers to and from a store at least once a week for supplies.

-Employer will furnish free and convenient cooking and kitchen facilities so that the workers may prepare their own meals.

-Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries, if the employer is providing cooking and kitchen facilities.

Item 5- Referral Instructions

Referrals of individuals shall be made through the order holding office of the New Jersey Department of Labor in order to ascertain current employment, crop or housing information to enable proper arrangements to be made. It will be the responsibility of the "applicant holding office" to inform job seekers of the terms and conditions of this clearance order. The "applicant holding office" after coordinating the referral with the order holding office will contact the employer directly and advise the employer of the referral or referrals. When possible, a translator will be made available. Interviews either in person or by telephone will be conducted by appointment. Employer is to be contacted at the following address and phone number:

Green Village Garden Center aka The Farm at Green Village
Contact: James Brill, 403 Green Village Rd., Green Village, NJ 07935
Phone: 973-377-8703 Fax: 973-377-2516

Order Holding Office:

One-Stop Career Center
107 Bassett Highway, Dover, NJ 07801
Manager Phone: 973-361-9050

Employer agrees to interview all US workers referred by the State Employment Services who have been screen by such employment services for:

1. Availability for entire season;
2. Have transportation to jobsite;
3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment

Item 8- Anticipated Hours of Work per Week

8 hours per day is normal. Overtime varies. The worker maybe requested, but not required, to work 8 hours per day and/or on the Sabbath depending upon the conditions of the crop.

Item 10- Job Specifications

Assist nursery owner with duties including planting, pruning, maintaining & watering flowers, plants & shrubs.

Item 10a - Job Specifications in Spanish

Asistir al dueño con deberes incluyendo plantar, podar, mantener y regar flores, plantas y arbustos.

Item 11- Wage Rates, Special Pay Information and Deductions

- The wage rate of \$9.73 or a higher prevailing wage rate if applicable is guaranteed as a minimum. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed rate, the worker will be provided make-up pay to the guaranteed minimum rate.
- Employer will make the following deductions if applicable:
 - FICA Federal State taxes
- Employer will not pay the worker a bonus.
- Employer guarantees to offer employment for a minimum of $\frac{1}{4}$ 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 worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations (i.e. frost, flood, drought, hail, etc...), the $\frac{1}{4}$ guarantee period ends on the date of termination. Worker is not required to work more than 8 hours per day except when otherwise stated in the job order or on the worker's Sabbath or Federal Holidays to meet the guarantee period.
- Employer will offer a total of \$389.20 as the starting wage for the first week.
- Payroll periods will be weekly.

Item 12- Transportation Arrangements

After worker has completed 50% of work contract period, employer shall reimburse worker for cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (travel reimbursement subsistence will be the minimum amount of \$9.90 per 24-hour period of travel without receipts and the maximum amount will be \$39.00 per day with receipts) from the place of employment to the place of recruitment, except 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, in which case this employer only pays for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distances involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

Other Conditions of Employment

-Termination: Employer may terminate the worker with notification to the Employment Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired; b) commits serious acts of misconduct; In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for

