



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

**Agricultural and Food Processing Clearance Order ETA Form 790
Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

**OMB Control No. 1205-0134
Expiration Date: November 30, 2012**

1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/
Nombre y Dirección del Empleador (Número, Calle, Ciudad, Estado y Código Postal)

Phillips Farms LLC

45 Phillips Rd, Milford, NJ 08848

Telephone number/Teléfono:

Fax:

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo

91 Crabapple Hill Rd, Milford, NJ 08848. From right 78, exit 11 CR 614 West to end, approx 7 miles. Turn right on CR519 North. Turn left 100 yards onto Church Road. Proceed 2.25 miles & turn left on Crabapple Hill Rd. Farm is 3rd driveway on the right.

(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

**47 & 49 Filmore St, Phillipsburg, NJ
4 apartments. 2 have 4 bedrooms & 2 have 2 bedrooms.**

927 Washington St, Easton Pt., 2 apartments both have 2 bedrooms.

All apartments have kitchen facilities.

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. Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement. Housing and utilities are provided at no cost to the workers who are unable to return to their place of residence the same day.

(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)

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

4. Industry Code/Código Industrial

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

NJ0808877

6. Occupational Title and Code / Título Ocupacional y Código

FARM WORKER - CROP 95-2092.02

7. Clearance Order Issue Date / Fecha de Trámite

12-21-11

8. Job Order Expiration Date / Fecha de Expiración

7-9-12

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: **2/1/12** To/Hasta: **12/15/12**

10. No. of Workers Requested / Num. de Trabajadores Solicitados

12

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: **40**

Sunday / Domingo 0 Monday / Lunes 8
Tuesday / Martes 8 Wednesday / Miércoles 8
Thursday / Jueves 8 Friday / Viernes 8
Saturday / Sábado 0

12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:

Employer / Empleador Yes/Si No

Local Office / Oficina Local Yes/Si No

13. Board Arrangements / Arreglo de Alojamiento

Apartment

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 for workers to and from a store at least once a week for supplies.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Marc Phillips 908-763-2052

Mon-Fri 7am-5pm

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.

Interviews either in person or by telephone will be conducted by the employer during the hours of 7am and 5pm, Monday through Friday. Employer is to be contacted at the following address and phone number:

Phillips Farms LLC - 91 Crabapple Hill Road, Milford, NJ 08848

Contact: Marc Phillips 908-763-2052

Order Holding Office:

One-Stop Career Center - 75 Veterans Memorial Dr., Ste 102 -908-704-3000 - Manager

Employer agrees to interview all US workers referred by the State Employment Services who have been screened 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.

15. Job Specifications / Especificaciones del Trabajo

Workers will plant, weed, irrigate, harvest and load crops onto farm wagons. Pruning and care of perennial fruit trees and bushes and harvesting of fruit. Some field grading is included

Must be able lift 80lbs and pass criminal background check - paid by employer. ~~Three months prior experience in Fruit and vegetable production.~~ Pre-employment drug test required - paid by employer.

Spanish:

*Post
12/10/11*

Los trabajadores plantan, tiran las malezas, riegan, cosechan y cargan los cultivos en vagones de granja. La poda y el cuidado de árboles frutales perennes y arbustos y la cosecha de fruta. Algunos de clasificación de campo está incluido - pagado por el empleador. Debe ser capaz de levantar 80 libras y pasar una verificación de antecedentes penales. ~~Prueba de drogas antes de empleo - pagada por el empleador. Tres meses experiencia en la producción de frutas y verduras.~~

*Post-empleo examen de drogas
12/10/11*

(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 / Cosechas	Hourly Wage / Salario por Hora	Special Pay / Pago Especial	Deductions / Deducciones	Yes/Sí	No	Pay Period / Período de Pago
Farm Worker	\$ 10.60	\$ N/A	N/A			Weekly / Semanal
	\$	\$	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	\$	\$	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"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago

*See attachment

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación

Transportation Provided. After worker has completed 50% of work contract period, employer shall reimburse worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to the 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 \$10.73 without receipts per 24-hour period of travel and the maximum amount will be \$46.00 per day with receipts) 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 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. Free transportation will be provided from the housing location to the work site and return each day.

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilices otra hoja de papel)

18. 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 de 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 / Sí No

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

19. Unemployment Insurance provided? Seguro de Desempleo?

Yes/Sí No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador:

Yes/Sí No

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores?

Yes/Sí 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") / 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")

N/A

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 operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno")

N/A

24. 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
75 Veterans Memorial Dr. Ste 102
Somerville, NJ 08876-2950

25. 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 - 908-204-3000

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 del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

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

Date: 11/6/2011

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.

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 (One-Stop Career Center) constituyen una oferta de trabajo contractuales a las que el One-Stop Career 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, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA Form 790 Attachment

Item 11- Anticipated Hours of Work per Week

8 hours per day is normal. The worker may be requested, but not required, to work more than 8 hours per day and/or on the Sabbath depending upon the conditions of the crop.

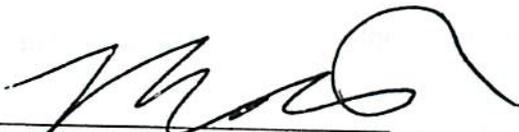
Item 16- Wage Rates, Special Pay Information and Deductions

- The Adverse effect wage rate of \$10.6, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage, whichever is higher, 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.
- Wage may be higher or lower if AEWR changes during work contract.
- 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 will not pay the worker a bonus.
- The employer will provide to workers referred through the clearance system 40 hours of work 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 notifying the order-holding office. If the employer fails to notify the order-holding office at least 10 working days prior to the original date of need the employer shall pay eligible workers referred through the clearance system \$10.6, per hour for the first week starting with the originally anticipated date of need. Employer will not require workers to perform alternative work if the guarantee cited in this section is invoked.
- Employer will offer a total of \$424 as the starting wage for the first week.
- 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 day after worker arrives 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 $\frac{3}{4}$ 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.

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.
- **Tools & Equipment:** Employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.
- **Injuries:** Worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.
- **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.

- **Terms and Condition Changes:** Employer will expeditiously notify the order holding 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.
- **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.
- **Contract impossibility.** If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence will be computed as set forth in 20 CFR 655.122(h). The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.
- **Proof of Citizenship:** All workers hired under this order will be required to provide documentation attesting the U.S. Citizenship or legal status to work in the U.S.
- **Work Agreement:** A copy of the contract or Job Clearance Order will be provided to the worker by the employer no later than on the day the work commences.
- **Wage Statements:** Employer will furnish to the worker on or before each pay day written statements showing the hours actually worked by the worker and the worker's total earnings for the pay period. Such statements will comply with DOL requirements.
- **Other:** Employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501.



Signature

Managing member

Title

H-2A ASSURANCES (20 CFR 655.135)

By filing a temporary labor certification application, the employer agrees to abide by the H-2A regulations and makes the following assurances:

- A) Labor Disputes: The specific job opportunity for which the employer is requesting is not vacant because the former applicant is on strike or being locked out in the course of a labor dispute.
- B) Employment Related Laws: During the period for which the temporary alien agricultural labor certification is granted, the employer shall comply with applicable federal, state, and local employment related laws and regulations, including employment health and safety laws.
- C) Rejections and Terminations of U.S. Workers: No U.S. workers will be rejected for or terminated from employment for other than lawful job related reasons, and notification of all rejections or terminations shall be made to the appropriate ES office.
- D) Recruitment of U.S. Workers: The employer shall engage in positive recruitment of U.S. workers until the foreign workers have departed for the employer's place of employment and shall cooperate with the Employment Service System (ES) in the active recruitment of U.S. workers by:
 - (1) Assisting the ES System in preparing local, intra- and interstate job orders, using the information supplied and the employer's job offer, for clearance purposes to nearby states, if deemed necessary by the Department of Labor Regional Administrator (RA);
 - (2) Placing advertisements (in a language other than English, where the RA determines appropriate) for the job duties in a local newspaper of general circulation and/or on the local radio station, as required by the RA;
 - (i) Each such advertisement shall describe the nature and anticipated duration of the job opportunity; offer at least the prevailing wage rate; give the $\frac{3}{4}$ guarantee; state that work tools, supplies and equipment will be provided by the employer; state that housing will also be provided; and that transportation and subsistence expenses to the worksite be provided or paid by the employer upon completion of 50% of the work contract, or earlier if appropriate; and

- (ii) Each such advertisement shall direct interested workers to apply for the job opportunity at the local service office in their area.
 - (3) Cooperating and coordinating with the State Workforce Agency (SWA) with respect to recruitment efforts, including on-site recruitment and interviews in the local ES office and telephone interviews of able, willing and qualified eligible U.S. workers.
- E) Fifty Percent Rule: The employer shall provide employment to any qualified, eligible U.S. worker who applies to the employer until 50 percent of the period of the work contract has elapsed. Start of the work contract timeline is calculated from the first date of need stated on the Application for Temporary Employment Certification under which the foreign worker who is in the job was hired. In addition, the employer shall offer to provide housing and other benefits, wages, and working conditions required by the H-2A regulations to any U.S. worker referred or transferred pursuant to this assurance.
- F) Other Recruitment: The employer shall perform the specific recruitment and reporting activities specified by the RA, and shall engage in positive recruitment of U.S. workers to an extent (with respect to both effort and location) no less than that of non-H-2A agricultural employers of comparable or smaller size in the area of employment. When it is the prevailing practice in the area of employment and for the occupation for non-H-2A agricultural employers to secure U.S. workers through farm labor contractors and to compensate farm labor contractors with an override for their services, the employer shall make the same level of effort as non-H-2A agricultural employers and shall provide an override which is no less than that being provided by non-H-2A agricultural employers. Where the employer has centralized cooking and eating facilities designed to feed the workers, the employer shall not be required to provide meals through an override. The employer shall not be required to provide housing through an override.
- G) Retaliation Prohibited: The employer shall not intimidate, threaten, restrain, coerce, blacklist, discharge, or in any manner discriminate against any person who has with just cause:
- (1) Filed a complaint under or related to 216 of the INA (8 U.S.C. 1186), or this subpart or any DOL regulation promulgated to 216 of the INA;
 - (2) Instituted or cause to be instituted any proceeding under or related to 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA;

- (3) Testify or is about to testify in any proceeding under or related to 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA;
- (4) Consulted with an employee of a legal assistance program or an attorney on any other matter under or related to 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA;
- (5) Exercised or asserted on behalf of himself/herself or others any right or protection related to or afforded by 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA.

H) **Fees:** The employer assures that the fees for certification of the H-2A regulations will be paid in a timely manner. The fee for each employer receiving a temporary alien agricultural labor certification is \$100, plus \$10 for each job opportunity certified for H-2A workers, provided the total fee shall not exceed \$1,000. **Timeliness:** Fees received by the RA within 30 calendar days after the date of the temporary alien labor certification determination are timely.



Employer's Signature / Title

11/6/2011
Date

CLEARANCE ORDER ASSURANCES (20 CFR 653.501)

By filing an interstate clearance order, the employer agrees to abide by the interstate clearance order regulations and makes the following assurances:

1. The employer will provide workers referred through the employer's Clearance Order with a full week of employment for the week beginning with the date of need stated in the Clearance Order, unless the employer amends such date of need at least 10 working days prior, by so notifying the appropriate ES office. The employer will pay the workers recruited through this Clearance Order the rate specified in the Clearance Order for the first week starting with the original date of need. The employer retains the option, however, of requiring the worker to perform the alternative work specified in the Clearance Order, if the guarantee in this section is invoked.
2. In the event that the period of employment is extended beyond that specified in the Clearance Order, the employer will not be relieved from paying the wage already earned, and from providing transportation or paying transportation expenses as provided in the Clearance Order regulations.
3. The working conditions of this job offer comply with applicable Federal and State minimum wage, child labor, social security, health and safety, migrant and seasonal farm worker and other employment related laws.
4. The employer will expeditiously notify the appropriate ES office by telephone upon learning that his/her crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment being offered by the employer.
5. The employer, if acting as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employee (FLCE) on the order, has a valid FLC certificate or FLCE identification card.
6. The employer will provide housing which meets Federal standards and is sufficient to house the number of workers requested through the Clearance System. The housing will be provided at no cost to the workers who are referred on this order, and when applicable, family members, who are unable to return to their residence on the same day.
7. Employment Service staff (including outreach workers) shall have reasonable access to workers in the conduct of outreach activities.
8. This job order describes the actual terms and conditions of the employment being offered by the employer and contains all the material terms and conditions of the job.



Employer's Signature / Title



Date