



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

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

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

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)

William I. Maxwell
po box 47
202 Changewater Rd.
Changewater, NJ 07831-0047

Telephone number/Teléfono: 908-797-3503 Fax: 908-223-1020

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo
From intersection of State Rts 31 and 57: Traveling east on Rt 57, make right on Railroad Ave., left on Washburn Ave and quick right onto Changewater Road (County 645). Continue about 2 miles to center of Changewater. Road curves to left. At that point go straight down onto a dirt lane. 202 is last house on lane.

(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
103 East Washington Ave., Apt B., Washington, NJ 07882. From intersection of Rts 31 and 57 turn west onto Route 57 which turns into East Washington Ave. 103 is on left.

Living quarters consist of remodeled 2nd floor apartment in family home in downtown Washington. Separate entrance, modern kitchen with dining area and television room, two bedrooms, 1 1/2 baths, washer and drier.

(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 11121	5. Job Order No. /Num. de Orden de Empleo NJ0811258
6. Occupational Title and Code /Título Ocupacional y Código FARMWORKER - CROPS	
7. Clearance Order Issue Date / Fecha de Tramite 1-15-12	
8. Job Order Expiration Date / Fecha de Expiración 7-23-12	

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: Mar 15, 2012 To/Hasta: Dec 1, 2012

10. No. of Workers Requested / Num. de Trabajadores Solicitados
6

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 50

Sunday / Domingo 8 Monday / Lunes 0
Tuesday / Martes 8 Wednesday / Miércoles 8
Thursday / Jueves 8 Friday / Viernes 8
Saturday / Sábado 10

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

Employer / Empleador Yes/Si No
Local Office / Oficina Local Yes/Si No

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13. Board Arrangements / Arreglo de Alojamiento

kitchen facilities provided. Transportation provided to buy food and other necessities

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

send resume to employer address

15. Job Specifications / Especificaciones del Trabajo

Help plant, care for, harvest and prepare for market mixed vegetables. Hoeing, hand weeding, pruning irrigation setup and some machinery work will be involved. Also greenhouse and hoop house maintenance. Other requirements include heavy lifting and working in all weather conditions.

(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 Actividades	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions	Yes/Si	No	Pay Period Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
	\$	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
vegetable growing	\$ \$10.34	\$		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 type="checkbox"/>	<input checked="" type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago
 Employer guarantees first week wages, which is sum of total weekly work hours multiplied by \$10.34 to workers referred through the clearance system (see attachment A)

(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

The employer will provide free transportation between provided housing and work site. The employer will reimburse the cost of transportation and subsistence expenses from the place of recruitment to the place of work if such costs are borne by the worker, on or before the date the worker has completed 50% of the work contract period. Subsistence will be \$46 a day with receipts or \$10.73 per day without receipts. Upon completion of the work contract of termination for medical or act of god reasons, the employer will pay reasonable costs of return transportation and subsistence to the place of recruitment.

(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 / Si No

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

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

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/Si No

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

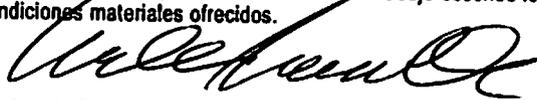
22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None") / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o 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")
 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 operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno")
none

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 South Main St.
Phillipsburg, NJ 08865/ 908-859-0040

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)
Frank Olmes
908-859-0040

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.



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

Date:

1/4/12

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 (Revised Oct, 2010)

Previous versions not usable

ASSURANCES STATEMENT
Form ETA 790 Attachment

General Conditions of Employment:

The employer agrees to abide by the regulations at 20 CFR 655.122 and Assurances 20 CFR 655.135

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 or at any other farmworker gathering areas.

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.

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 Certifying Officer from the National Processing Center before certification is granted.

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. _____
N/A N/A (If not applicable insert N/A).

ASSURANCES STATEMENT
Form ETA 790 Attachment

The employer agrees to allow reasonable access to the workers by duly authorized Federal and State representatives including State Workforce Agency Outreach Workers in the conduction of Outreach and Field Check activities pursuant to the 20 CFR 653.107 and 20 CFR 653.503

Specific Conditions of Employment by ETA 790 Items #:

Item 2: LOCATION AND DIRECTION TO WORKSITE:

The worksite is located at 202 Chancelwater Rd, Chancelwater 07831 in the following County/Countries: Warren NJ The directions to the worksite are: From intersection of Rte 31/57 East on 57 turn Rt on Railroad Ave, left on Washburn, first Rt on Chancelwater Rd (645). Go about 2 miles, road curves to left. Go straight onto dirt road to end. - 202 is last house on lane.

Item 3: LOCATION AND DESCRIPTION OF HOUSING:

Housing is located at 103 E. Washington Ave Apt B, Washington NJ 07882

Directions to housing are From intersection of Rte 57/31, travel west on Rt 57 (also known as E. Washington Ave) House is on left

Description of housing: Remodeled 2nd floor Apartment in 2 family home in downtown Washington. Separate entrance, modern kitchen with dining area and television room. 2 Bedrooms and 1 1/2 baths, washer + drier

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 32 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.

ASSURANCES STATEMENT
Form ETA 790 Attachment

Item 9: ANTICIPATED PERIOD OF EMPLOYMENT:

The employer (~~does~~) (does not) require multiple start dates, within the dates entered in Item 9 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 11: ANTICIPATED HOURS OF WORK:

The normal workday is 8 hours long. Extreme heat, cold or drought may affect working hours. The worker may be requested, but not required to work as much as 10 hours per day and/or the worker's Sabbath, depending upon weather conditions and the maturity of the crops being harvested.

Item 13: BOARD ARRANGEMENTS: (Check appropriate item)

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 \$10.64 per day from each worker for meals.

Item 14: REFERRAL INSTRUCTIONS: (Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)

William I Maxweh 908 797-3503
farmax1@comcast.net
Po Box 47
Changewater NJ 07831

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)

Email or U.S Post Office mail

Item 15: 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.

ASSURANCES STATEMENT
Form ETA 790 Attachment

Item 16: WAGE RATE, SPECIAL PAY INFORMATION AND DEDUCTIONS:

HOURLY WAGE RATE:

Per 20CFR 655.120 an hourly rate of not less than the Adverse Effect Wage Rate (AEWR), the prevailing wage rate or piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum, 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 RATE WAGE:

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 form)*

The employer guarantees to offer the workers employment for at least ¼ of the work hours 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 ¼ guarantee period ends on the date of termination.

EARNING RECORDS AND FEQUENCY OF PAY:

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. The statement will comply with 20 CFR 655.122 (j) through 20 CFR 655.122 (m).

ASSURANCES STATEMENT
Form ETA 790 Attachment

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.

Item # 17: 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 ETA 790, Item 6. Subsistence will be in accordance with current rates published in the Federal Register (currently \$46.00 per day with acceptable receipts or \$10.73 per day without receipts).

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, Item 9.

ASSURANCES STATEMENT
Form ETA 790 Attachment

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, as described in paragraph (i)(1) of this section. 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 must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment must not be less (and is not required or be more) than the most economical and reasonable common carrier transportation charges for the distances involved.**

ASSURANCES STATEMENT
Form ETA 790 Attachment

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 or 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 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: Housing, transportation to and from workplace

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 five (5) consecutive scheduled working days 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.

The employer will provide 0 days of training and/or allow 12 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 complete tasks in a timely and efficient manner and according to established 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.

Employer's Name (print or type)
Employer's Signature

William I. Maxwell

Date

12/14/12