

**Form ETA-790 Sample Attachments
- For Illustrative Purposes Only -**

Job Order Number _____

Attachment 1 (For Illustrative Purposes Only)

Item 9 - Wage Rates, Special Pay Information, and Deductions

(a) The Adverse Effect Wage Rate of \$_____ 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.

(b) Employer will make the following deductions: FICA_____ State taxes_____
Advances_____ Meals _____ Other _____

(c) Employer will _____ will not _____ pay the worker a bonus of \$_____ per _____,
based on :
Quality Picking_____ End of Season_____ Other _____.

Anticipated date by which payments will be made:_____.

(d) Employer **guarantees** to offer **employment for a minimum of 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 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, the 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 .

(e) Payroll periods will be: Weekly_____ Twice Monthly_____.

(f) Employer will provide worker referred through the interstate clearance system _____ hours of work for the week beginning with the anticipated date of need, *unless* employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$_____ for the first week starting with the originally anticipated date of need. Employer will _____ will not _____ require worker to perform alternative work if the guarantee cited in this section is invoked. The alternative work and pay are:

If worker referred falls to notify the order-holding office of continued interest in the job at least 5 days before date of need. worker will be disqualified from the above-mentioned assurance.

Item 10 - Anticipated Hours of Work

_____ hours per day is normal. The worker may be requested but not required to work _____ hours per day and/or the Sabbath depending upon the conditions in the orchards. weather and maturity of fruit.

Attachment 2 (For Illustrative Purposes Only)

Item 13 - Board Arrangements (Check applicable blanks).

_____ Employer will provide 3 meals per day and will deduct \$_____ per day.

_____ Employer will furnish free and convenient cooking and kitchen facilities so that 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 14 - Location and Description of Housing

Location: _____

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

Item 17 - Transportation

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 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.

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; or (c) fails, after completing any training or break-in period, to reach picking standards or exceeds _____ percent bruising of apples.

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 transportation and subsistence incurred by the worker to get to the place of employment.

Training: Employer will provide days of training and allow _ of work for worker to reach picking standards.

Production Standards: After completion of training or break-in period, employer will expect worker to pick a minimum of _____ bushels/baskets/baskets/boxes other : _____
(Unit of Measure)
per _____ hour/per _____ day.

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 Regional Administrator 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.

Employer Notification of Changes in Employment Terms and Conditions: 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.

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 (xvi).

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 655.103, Assurances, and 20 CFR 653.501.