AUG 05 2011

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 (Numero, Calle, Ciudad, Estado y Código Postal)

Flat Hill Orchards
Gordon Kimball
321 Elmwood Road
Lunenburg, MA 01462

Telephone number/Teléfono: (978) 582-6756 Fax: 9785827111

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

4. Industry Code/Código Industrial: 45-2092

5. Job Order No. /Num. de Orden de Empleo: 1085823

6. Occupational Title and Code /Título Ocupacional y Código: Farm Workers & Laborers; crop

7. Clearance Order Issue Date / Fecha de Tramite: 8/3/11

8. Job Order Expiration Date / Fecha de Expiración: 9/30/2011

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: 09/01/11 To/Hasta: 11/01/11

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

Flat Hill Orchards
Gordon Kimball
321 Elmwood Road
Lunenburg, MA 01462

Traveling east on Route 2A, turn right onto Elmwood Road
Travel one mile to stop sign and go straight ahead to orchard

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

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

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

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

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

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

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

Flat Hill Orchards
Gordon Kimball
321 Elmwood Road
Lunenburg, MA 01462

Travel E on Rt 2A, turn right onto Elmwood Rd; travel 1 mile – travel Straight to Orchard.

The housing is Barracks , single rooms ,
number of rooms 2 , capacity 11 ,
wood frame X , block or concrete ,
floors are concrete X , wood .

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

13. Board Arrangements / Arreglo de Alojamiento

Housing will be clean and meet the applicable Federal and State Housing Standards. 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, may be billed to workers found to have been responsible for damage to housing or furnishing. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.

No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment with the employer.

Employer will not provide 3 meal per day ☑ . Employer will provide 3 meals per day ☐ and charge a day. If meals are not provided then the employer will furnish free cooking facilities so workers may prepare their own meals. Free transportation will be provided once a week to grocery store so workers can purchase their groceries.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

The applicant holding office to refer all able, willing and qualified applicants through the order holding office or the applicants can contact the farm directly at the phone number listed in item 1 on this page, during normal business hours to request an interview. Also applicants may chose to mail applications to the address listed in item 1 on this page.

15. Job Specifications / Especificaciones del Trabajo

May perform any combination of tasks related to pruning, weeding, thinning, mowing and harvesting fruit and vegetables. Must handle fruit according to supervisor's instructions using up to 17 foot ladders and wearing a picking bucket. Other duties may include packing and stacking fruit on pallets.

~~One month experience in duties listed required.~~ 1 ~~month experience in duties listed required~~

Remove 6/29/11

Per J.Y.

JY 7/15/11

1 Months Experience in Apples only and No Experience in other Fruits, Vegetables, Tobacco

7/27/11

CERTIFICATION APPROVED BY NATIONAL PROCESSING CENTER ON 7/29/11 DATE

(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 / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions / Deducciones	Yes/Si	No	Pay Period / Periodo de Pago
~~Fruit~~	$ ~~10.25~~	$		Social Security / Seguro Social	✓		Weekly / Semanal
Veg	$ 10.25	$		Federal Tax / Impuestos Federales	✓		✓
Apples	$ 10.25	$		State Tax / Impuestos Estatales	✓		Bi-weekly / Quincenal
	$	$		Meals / Comidas		✓	
	$	$		Other (specify)/ Otro (especifica)		✓	Other / Otro

Rev 34 6/29/11

More Details About the Pay / Mas Detalles Sobre el Pago

Workers will be paid for all hours worked at the Wage Rate in effect at the time the work is performed, required at 20 CRF 655.122 (l) and 655.120 (a). The required wage may be different than it is at the time of filing this job offer.

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel) attachment 1 item 1, a, b,c,d,e

17. Transportation Arrangements / Arreglos de Transportacion

After the worker has completed 15 days or 50% of the work contract period, whichever comes first, the employer shall reimburse the worker for cost of transportation and subsistence from the place from which the worker has come to work for the employer. Upon completion of the work contract employer will pay reasonable costs of return transportation and subsistence, currently $10.73 per day, to the place from which the worker departed to work for the employer, as required at 20 CFR 655.122(h), 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 cost, 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 distance involved, "except that any worker protected pursuant to the Fair Labor Standards Act will be paid in compliance with the FLSA beginning in the first workweek."

(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 Agricola 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 Agricola 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 incidents de este tipo, indique "Ninguno")

none

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radicó la oferta (incluya el número de teléfono)	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)
DIVISION OF CAREER SERVICES CHARLES F. HURLEY BUILDING 19 STANIFORD ST, BOSTON MA 02114	DOLLY RAJA 617-626-5078

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: 6/23/2011

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.

attachment 1 **FORM ETA 790 AND ETA 9142 ATTACHMENTS**

* JOB ORDER TO BE PLACED IN CONNECTION WITH A FUTURE APPLICATION FOR TEMPORARY CERTIFICATION FOR H-2A WORKERS.*

The employer assures that the working conditions comply with applicable Federal and State minimum wage, child labor, farm labor, contractor registration and other employment related laws.

CLARIFICATIONS OF ITEMS ON FORM ETA 790 AND 9142

I request that my order be granted conditional entry into the Interstate and Intrastate Clearance System. assure that the worker housing will meet the applicable Federal Standards not later than
Which is at least 30 days in advance of my date of need reflected in the attached ETA 9142 and ETA 790.

Item 1 - Wage Rates, Special Pay Information and Deductions:
The rate is based on:

AEWR 10.25 Prevailing Wage Employer's offer Other

a) In the event the USDOL decreases the stated AEWR for any reason during the pendency of the employer's positive recruitment and term of labor certification term in the instant application, the employer will correspondingly reduce his offered/paid hourly wage rate so long as the newer lower AEWR remains the highest of the aforementioned rates in effect at the time the work is performed.

b) If piece rate earnings for total hours of work at a piece rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make up pay to the guaranteed minimum rate.

c) Ifso requested by the worker, the employer will transfer certain amounts of worker's earnings in a manner consistent with the worker's instructions.

d) The employer guarantees to offer employment for a minimum 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 of 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) The employer will provide workers referred through the Interstate clearance system 40 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 $ 410.00 for the first week starting with the anticipated date of need. If the worker referred fails to notify the order holding office of continued interest in the job no sooner than 9 working days and no less than 5 working days before the date of need the migrant worker will be disqualified from the above mentioned assurance.

Item 2- Workers Compensation:
The employer assures that Policy # 2009W6223 issued by
Farm Family Casualty
provides the required insurance for injuries arising out of the course of employment.

The policy period is from 12/23/2010 to 12/23/2011

The employer further guarantees that if the policy ends during this contract period the employer will obtain continued coverage without a lapse in coverage.

attachment 2 **FORM ETA 790 AND ETA 9142 ATTACHMENTS**

OTHER CLARIFICA TIONS AND ASSURANCES

1. The employer agrees to abide by the regulations at 20 CFR 655.122, 20 CFR 655.135 Assurances, 20 CFR 653.501, 654.403.

2. 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 653.50 I.

5. Training: The employer will provide 2 days of training and/or allow 3 days of work for worker to reach production standards if applicable.

3. Wage Statement: The employer will furnish each worker on or before each pay day written statements which, comply with the regulations at 20 CFR 655. I 22(k).

I) The worker's total earnings for the pay period.
2)The worker's hourly rate and/or piece rate of pay.
3)The hours of employment which have been offered to the worker.
4)The hours actually worked by the worker.
5)An itemization of all deductions made trom the worker's wages.
6)If piece rates are used, the units produced daily.
7)Beginning and ending dates of pay period 8) Employers name, address, and FEIN

CORRECTION APPROVED BY NATIONAL PROCESSING CENTER CF ON 7/29/11 DATE

4. Production Standards: After completion of training or break-in period, employer will expect worker to:

Remove 6/29/11 Per JY.

☑ ~~For Apple harvesting 8 bu. per. Hour with no more than 5% bruising.~~ JY 7-27-11

☐ For work which does not have an established minimum productivity amount, and which is measurable, the level of production shall be not less than 75% of the average output of the employers experienced workers.

5. 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 production standards when applicable. 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 trom 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.

6. Worker Agreement: A copy of the contract or this Job Clearance Order will be provided to the worker by the employer no later than when the worker is recruited or applies for their work visa.

7. Farm Labor Contractor: The employer assures that if acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on the order, he has a valid FLC certificate or FLCE identification card.

8. US worker qualifications: All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

9. Tools and Equipment: The employer will furnish without cost, all tools, supplies or equipment required in the performance of work.

10. Transportation to Work: For workers who are provided housing, transportation at no cost to the worker will be provided between the housing and the worksite. The transportation provided will be in accordance with applicable laws and regulations.

11. Employees who are H2A workers are notified that they are required to leave the U. S. at the end of the period of certified employment, or if separated trom employment early, unless the H2A worker is being sponsored by an employer ,for a future H2A contract.

ATTACHMENT 3 FORM ETA 790 AND ETA 9142 ATTACHMENTS

Pursuant to regulations at 20 CFR 655 .122(0), 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)(l) 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 employers expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H 2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the workers 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 employers 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 to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.