



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

1181 2012 Idylwilde Farm

Agricultural and Food Processing Clearance Order ETA Form 790

Pedido de Empleados para Agricultura y Procesamiento de Alimentos

Ear. Job Order Date Dec 17, 2011

Latest Job Order Date Jan 01, 2012

OMB Control No. 1205-0134

Expiration Date: November 30, 2012

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<p>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)</p> <p>Idylwilde Farm Inc</p> <p>366 Central Street</p> <p>Acton, MA 01720</p> <p>FEIN: 042-450993</p> <p>Telephone number/Teléfono: 508 380 2004 Fax: 978 264 9540</p> <p>2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo</p> <p>366 Central Street, Acton, MA, 01720 - Go west on MA-111 N/Massachusetts Ave to Central St. (285 ft), Take the 1st right onto Central St Destination will be 1/2 mile on the left at 366 Central Street, Acton, MA. 01720</p> <p>(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)</p> <p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda At farm HQ, 366 Central Street, Acton, MA. 01720 Wood frame ranch style house. 3bedrooms, 1 bath, full kitchen, living area. Laundry facilities.</p> <p>At farm HQ, 366 Central Street, Acton. Go west on MA-111 N/Massachusetts Ave to Central St. (285 ft), Take the 1st right onto Central St. Destination will be 1/2 mile on the left at 366 Central Street, Acton, MA. 01720</p> <p>Wood frame ranch style house. 3bedrooms, 1 bath, full kitchen, living area. Laundry facilities. Sufficient for 3 people</p> <p>En 366 Central Street, Acton, MA. 01720. En el centro de operaciones, casa de madera, 3 recamaras, 1 baño, cocina completa, lavaderia. Para 3 personas.</p>	Nos. 4 - 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL																	
	4. Industry Code/Código Industrial <i>15-2092</i>	5. Job Order No. /Num. de Orden de Empleo <i>1257739</i>																
	6. Occupational Title and Code /Título Ocupacional y Código <i>Farm Workers & Laborers-asp</i>																	
	7. Clearance Order Issue Date / Fecha de Tramite																	
	8. Job Order Expiration Date / Fecha de Expiración <i>7/25/2012</i>																	
	9. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: <i>Mar 01, 2012</i> To/Hasta: <i>Dec 25, 2012</i>																	
	10. No. of Workers Requested / Num. de Trabajadores Solicitados <i>3</i>																	
	11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana Total: <i>40</i>																	
	<table border="0"> <tr> <td>Sunday / Domingo</td> <td><i>0</i></td> <td>Monday / Lunes</td> <td><i>8</i></td> </tr> <tr> <td>Tuesday / Martes</td> <td><i>8</i></td> <td>Wednesday / Miércoles</td> <td><i>8</i></td> </tr> <tr> <td>Thursday / Jueves</td> <td><i>8</i></td> <td>Friday / Viernes</td> <td><i>8</i></td> </tr> <tr> <td>Saturday / Sábado</td> <td><i>0</i></td> <td></td> <td></td> </tr> </table>		Sunday / Domingo	<i>0</i>	Monday / Lunes	<i>8</i>	Tuesday / Martes	<i>8</i>	Wednesday / Miércoles	<i>8</i>	Thursday / Jueves	<i>8</i>	Friday / Viernes	<i>8</i>	Saturday / Sábado	<i>0</i>		
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Saturday / Sábado	<i>0</i>																	
12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:																		
Employer / Empleador	Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/>																	
Local Office / Oficina Local	Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/>																	

13. Board Arrangements / Arreglo de Alojamiento

Employer will furnish free and convenient cooking and kitchen facilities to workers to prepare their own meals.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Employer will be available for interviews or receive referrals at 508 380 2004, Mon.- Fri. 8am to 5pm. Phone & in-person interviews will be conducted at no cost to the applicant

15. Job Specifications / Especificaciones del Trabajo

Drive tractor to plant, transplant & cultivate sweet corn, squash, tomatoes, lettuce using a cultivating tractor. Harvest & pack sweet corn, squash, tomatoes, lettuce by hand. Hoe Sweet corn, squash, tomatoes, lettuce by hand using a hand-held hoe. It is anticipated that 25% the time during the contract will be consumed in each named crop. All activities will be paid at the \$10.56/hour rate. Clean up fields and work areas.

Manejar trarctor para plantar, trasplantar, cultivar, cosechar y empacar elote, calabaza, jitomate, lechuga usando un tractor de cultivador, Para desherbar elote, calabaza, jitomate, lechuga por mano usando un acedon. Es estimado que cada siembra y cosecha de cada vegetable mencionado arriba va usar 25% del tiempo durante la temporada de contrato. Todos actividades seran pagado \$10.56 por hora. Para limpiar su sitio de trabajo.

(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)

Form ETA-790 Attachments

(If there was any item on the ETA 790 that was not completely described on the form itself, supplement the answers provided in an attachment like this one.)

Job Order No _____

Item 2: Location and Direction to Work Site:

366 Central Street, Acton, MA, 01720 - Go west on MA-111 N/Massachusetts Ave to Central St. (285 ft), Take the 1st right onto Central St Destination will be 1/2 mile on the left at 366 Central Street, Acton, MA. 01720

Item 3: Location and description of housing:

At farm HQ, 366 Central Street, Acton, MA, 01720 Wood frame ranch style house. 3bedrooms, 1 bath, full kitchen, living area. Laundry facilities.. At farm HQ, 366 Central Street, Acton. Go west on MA-111 N/Massachusetts Ave to Central St. (285 ft). Take the 1st right onto Central St. Destination will be 1/2 mile on the left at 366 Central Street, Acton, MA. 01720

Wood frame ranch style house. 3bedrooms, 1 bath, full kitchen, living area. Laundry facilities. Sufficient for 3 people

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: Referral instructions:

Applicants referred on this job order must possess legal, suitable documents to complete the I-9 form as required by IRCA.

Item 10: Number of Workers Requested (and # to be employed in the occupation)

Employer is seeking certification for 3 H-2A workers. The total number of workers (both H2A and non-H2A) employer expects to hire for the work activities listed in this job order during the contract is 3. These numbers are estimates only as total workforce needs are dependent on weather, crop conditions, worker availability and other factors.

Item 15: Job Specifications in English/Spanish:

Drive tractor to plant, transplant & cultivate sweet corn, squash, tomatoes, lettuce using a cultivating tractor. Harvest & pack sweet corn, squash, tomatoes, lettuce by hand. Hoe Sweet corn, squash, tomatoes, lettuce by hand using a hand-held hoe. It is anticipated that 25% the time during the contract will be consumed in each named crop. All activities will be paid at the \$10.56/hour rate. Clean up fields and work areas.

Manejar trarctor para plantar, trasplantar, cultivar, cosechar y empacar elote, calabaza, jitomate, lechuga usando un tractor de cultivador. Para desherbar elote, calabaza, jitomate, lechuga por mano usando un acedon. Es estimado que cada siembra y cosecha de cada vegetable mencionado arriba va usar 25% del tiempo durante la temporada de contrato. Todos actividades seran pagado \$10.56 por hora. Para limpiar su sitio de trabajo.

Item 16: Wage Rates, Special Pay Information, and Deductions:

(a) The wage rate to be paid will be the higher of the following: The State Minimum Wage, the Federal Minimum Wage, the Adverse Effect Wage Rate, the prevailing wage rate or piece rate, or the agreed-upon collective bargaining wage, except where a special procedure is approved for an occupation or specific class of agricultural employment.

Check the wage rate that is highest:

- Adverse Effect Wage Rate of \$ \$10.56 / hour
- Federal Minimum Wage \$ _____
- Prevailing Wage Rate (if applicable) \$ _____
- State Minimum Wage \$ _____

If the worker is to be paid a prevailing piece rate, the employer guarantees to supplement the earnings for any pay period that results in average hourly earnings of less than the guaranteed rate. (i.e. The worker will be provided make up pay to the guaranteed minimum rate.)

(b) Employer will make the following deductions:

- FICA
- State Taxes
- Meals
- Other Federal Tax
- Advances

Employer will pay the highest wage required at the time the work is performed, for every hour or portion thereof worked, including any adjustments during a work contract period upon notification from the US Department of Labor. Willful destruction of property or damage to housing furnishings other than caused by normal wear and tear will be charged to the workers found to be responsible for the damage or destruction.

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	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			
Sweet corn	\$ \$10.56	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
				Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Squash	\$10.56			State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
Tomatoes	\$ \$10.56	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lettuce	\$ \$10.56	\$		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
 If the AEWR decreases, the employer will pay the highest of the wage rates in effect at the time the work is performed.
 (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
 After the worker has completed 15 days or 50% of the work, whichever comes first, the employer shall reimburse the worker for the 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 to the place from which the worker departed to work for the employer as required by 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 except that any worker protected pursuant to the Fair Labor Act will be paid in compliance with FLSA beginning in the first workweek. Daily Subsistence will be provided.
 (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/Ninguno

(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: 12/25/2012

(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 Sabbath or Federal holidays to meet the guarantee period.*

(e) Payroll periods are: weekly Twice Monthly

Earning Records and Statements: The employer will furnish each worker on or before each payday written statements which meet the regulatory requirements at CFR 655.122(j) -(m) and which contain the following information:

- a. The worker's total earnings for the pay period.
- b. The worker's hourly rate and/or piece-rate of pay.
- c. The hours of employment which have been offered to the worker
- d. The hours actually worked by the worker.
- e. An itemization of all deductions made from the worker's wages.
- f. If piece-rates are used, the units produced

All earnings records and statements will be available for inspection or transcription by the Secretary or a duly authorized and designated representative and by the worker and representatives designated by the worker.

(f) Employer will provide worker referred through the interstate 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 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 the 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 is:* farm site cleanup - \$422.40/week

The employer will abide by the regulations set forth in 20 CFR 653.501 (d)(2)(v)(A) and in 20 CFR 653.501(d)(2)(v)(D)

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

7 hours per day is normal. The worker may be requested but not required to work 12 hours per day and or the Sabbath depending upon the conditions in the fields, orchards, weather and maturity of vegetables or fruit.

(g) Free housing is provided to workers recruited from beyond the normal commuting area, transportation and subsistence expenses to the worksite will be provided or paid by the employer upon completion of 50% of the work contract or earlier.

Item 17: Transportation Arrangements:

After the worker has completed 15 days or 50% of the work, whichever comes first, the employer shall reimburse the worker for the 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 to the place from which the worker departed to work for the employer as required by 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 except that any worker protected pursuant to the Fair Labor Act will be paid in compliance with FLSA beginning in the first workweek. Daily Subsistence will be provided.

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.

Name: _____ FLC / FLCE #: _____ Federal / State

OTHER CONDITIONS OF EMPLOYMENT

Termination: Employer may terminate the worker with notification to the State Workforce Agency 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 repeatedly, after completion of any training or break in period, to reach clearly defined production standards (if applicable).

ABANDONMENT OR TERMINATION WITH CAUSE

Workers who voluntarily abandon employment or are terminated for cause, and where the employer provides timely notification to the NPC and DHS, will relieve the employer for subsequent transportation and subsistence costs and the 3/4 guarantee.

Description of Production Standards (if applicable)(Must be prevailing in the area of intended employment.):

Training: Employer will provide 2 days of training and allow 2 of work for workers to reach the clearly defined production standard enumerated above.

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. 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 RIGHT TO WORK: All workers under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

Injuries: The employer assures that Policy # 014001045070111 MA Retail Merchants WC Group Inc issued by provides the required insurance for injuries arising out of and in the course of employment. Person(s) and phone number(s) of person(s) to be notified to file claim:

Contact: Anyone in office Telephone #: 617 727 4900

Employer Obligation if Employment is 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 office of 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 (ETA 790 and attachments) will be provided to the worker by the employer no later than on the day the work commences. The terms and conditions contained herein will be disclosed orally to the worker if the worker is illiterate or limited English Proficient.

Other: Employer agrees to abide by the regulations at 20 CFR Part 653.501 and 20 CFR 655.135 assurances. The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits and working conditions as those which the employer offers or intends to offer to non-immigrant workers.

REQUEST FOR CONDITIONAL ACCESS INTO THE INTERSTATE CLEARANCE SYSTEM
I, Thomas F. Napoli hereby requests permission for conditional entry into the interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of domestic workers.
As a condition for placing my order into interstate clearance, I assure that my housing will meet all applicable standards at least 30 days prior to the anticipated date of need.

Signature: Thomas F. Napoli
Thomas F. Napoli

Date: 11/27/2011

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/Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)

Emp/Training Resources, 201 Boston Post Road West Suite 200, Marlborough MA 01752, Phone 505 786 0928
Labor & Workforce Development, 3-11
19 Staniford St Boston MA 02114

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)

~~Maurice Lewis, Ph 505 786 0928 ext 123~~
Dolly Raja 617 626 9078

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.

Thomas F. Napoli, President (Please sign in blue-ink)

Employer's Signature & Title/ Firma y Título del Empleador, *[Signature]* Date: 11/27/2011

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