



**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**

*Approved*

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)

Boys In Berries, LLC  
DBA Ward's Berry Farm  
614 South Main Street  
Sharon, MA 02067

Telephone number/Teléfono: 781-784-3600 Fax: 781-784-1650

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

614 South Main Street  
Sharon, MA 02067  
Exit 8 off of Route 95. Head towards Sharon. Farm is 1/2 mile on right (from Route 95)

(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

518 South Main Street  
Sharon, MA 02067  
Take Exit 8 off of Route 95, go towards Sharon, MA Pass farm stand on the right,  
Housing is 3/4 mile on right (from Route 95)

The housing is barracks, single rooms X,  
number of rooms 3, capacity 6,  
wood frame X, block or concrete,  
floors are concrete, wood X.

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

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

4. Industry Code/Código Industrial: 111998  
5. Job Order No. / Num. de Orden de Empleo: 1792836

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

7. Clearance Order Issue Date / Fecha de Trámite: 3/11/13

8. Job Order Expiration Date / Fecha de Expiración: 7/16/13

9. Anticipated Period of Employment / Periodo Anticipado de Empleo  
From/ Desde: 4/1/2013 To/Hasta: 11/1/2013

10. No. of Workers Requested / Num. de Trabajadores Solicitados: 2

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40  
Sunday / Domingo: 8 Monday / Lunes: 8  
Tuesday / Martes: 8 Wednesday / Miércoles: 8  
Thursday / Jueves: 8 Friday / Viernes: 8  
Saturday / Sábado: 8

12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar do:  
Employer / Empleador Yes/Sí  No   
Local Office / Oficina Local Yes/Sí  No

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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.

*Replacement  
Per 24.  
2/1/13*

*Rec'd  
1/30/13*

15. Job Specifications / Especificaciones del Trabajo

Work may include, but not limited to: Plant, cultivate, and harvest various crops such as, vegetables, fruits, horticultural specialties, and field crops. Use hand tools such as but not limited to, shovels, hoes, pruning shears, knives, and ladders. tilling the soil, applying fertilizer, transplanting, weeding, thinning, pruning, applying pesticides, picking, cutting, cleaning, sorting, packing, processing, and handling harvested products. May set up operate and repair farm machinery, repair fences and farm buildings, also may participate in irrigation activities. Work is usually performed outdoors, sometimes under hot or cold conditions. Work requiring workers to bend, stoop, lift, and carry up to 50 lbs. on a frequent basis. working off the ground at heights up to 20 ft using ladders or climbing. Requires 30 days experience in fruit and vegetable duties listed.

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 / Actividades	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pago Especial (Bono, etc.)	Deductions / Deducciones		Pay Period / Período de Pago	
				Yes/ SI	No	Weekly / Semanal	Other / Otro
Vegetable/planting	\$ 10.91	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly	Semanal
Vegetable/harvest	\$ 10.91	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Fruit/planting (no berries)	\$ 10.91	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal	
Fruit/harvest	\$ 10.91	\$		<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Other (specify) / Otro (especifica)	\$ 10.91	\$		<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>

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 CFR 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, utiliza otra hoja de papel attachment 1 item 1, a, b, c, d, e

17. Transportation Arrangements / Arreglos de Transportación

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 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." See attachment page 4.

If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utiliza 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 pagar 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 todas las 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

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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") / Enumera 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)

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CHARLES F. HURLEY BUILDING  
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)

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: Este 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

*James W. Coarles*

Date:

1/24/13

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 contractual 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 780, 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 84209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA Form 780 (Revised Oct. 2010)  
Previous versions not usable

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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.

f) 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.

**Item 20- Workers Compensation:**

The employer assures that Policy # 2011W6075 issued by Farm Family Casualty Insurance Co. provides the required insurance for injuries arising out of and in the course of employment. The employer further guarantees that if the policy ends during this contract period the employer will obtain continued coverage without a lapse in coverage.

**B. OTHER CLARIFICATIONS AND ASSURANCES**

1. The employer agrees to abide, as applicable, by the regulations at 20 C.F.R. § 655.122, 20 C.F.R. § 655.135, and 20 C.F.R. § 653.501.

4. **Outreach Workers:** In accordance with 20 C.F.R. § 653.501, outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107.

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

6. **Wage Statement:** The employer will furnish each worker on or before each pay day written statements which, comply with the regulations at 20 CFR 655.122(k).

- 1) 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 from the worker's wages.

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6) If piece rates are used, the units produced daily.

7) Beginning and ending dates of pay period

8) Employers name, address, and FEIN

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

\_\_\_\_\_ For Apple harvesting 8 bu. per hour with no more than 5% bruising.

For work which does not have an established minimum production amount, and which is measurable, the level of production shall be not less than 80% of the average output of the employers experienced workers.

8. Employer may terminate the employment of any worker for any lawful, non-discriminatory reason, including, but not limited to: (a) insubordination; (b) commits acts of misconduct; or (c) fails, after completing any training period, to reach production or quality 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 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. "Reasonable cost" means the cost of the most economical, common-carrier transportation for the locations involved. Subsistence means the cost as established by Department of Labor regulation.

9. Worker Agreement: A copy of the contract or this Job Clearance Order will be provided to the worker no later than when the worker applies for their work visa, or, with respect to U.S. workers in corresponding employment, the date such workers commences the corresponding employment.

10. Work Authorization Required. All workers hired under this order will be required to provide the documentation needed to complete Form I-9. The acceptable forms of documentation of identity and work authorization are specified on Form I-9.

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

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

13. 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 from employment early, unless the H2A worker is being sponsored by another employer, for a future H2A contract.

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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)(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 to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

The amounts the employer will pay for subsistence expenses shall be a minimum of \$11.13 per day and a maximum of \$46.00 per day for workers with documentation of actual expenses.

*Remove Dec 2.4 11/30/13*

The United States Department of Agriculture has created food safety standards known as either Good Agricultural Practices (GAP) or Harmonized GAP ([www.ams.usda.gov/AMSV1.0/HarmonizedGAP](http://www.ams.usda.gov/AMSV1.0/HarmonizedGAP)). States also have food safety standards in place (ex. MA Commonwealth Quality, RI GAP). These standards require that all workers receive training in worker hygiene. Workers must sign off on this training and then required to follow good hygiene and sanitation practices on the farm. This includes workers not harvesting or handling harvested product if they are sick. Not following these practices puts food safety at risk and ultimately jeopardizes public health. Based on these requirements, workers can be given warning and ultimately terminated for refusing to follow good worker hygiene practices.

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