



U.S. Department of Labor
Employment and Training Administration

OMB Approval 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

FID 41-2168091

1. Employer's Name and Address (Number, Street, City, State, Zip Code)/ Nombre y Dirección del Empleador (Número, calle, ciudad, código postal) Seasons Four, Inc. 1265 Mass. Ave., Lexington, MA 02420-3825 Telephone number/tele. 81 861 1200 Fax: 81-674-4122		Numbers 4, 5, 6, 7 and 8 for State use only.	
2. Location and Direction to Work Site/Dirección del lugar de trabajo From Route 128/95 in Lexington take Exit 31A (route 225) travel west through the center of Lexington toward Arlington. Find 1265 Massachusetts Avenue on the left one mile from the center of town. (If additional space is needed, use separate sheet of paper)		4. Industry Code/Código de Industria 45-2092	5. Job Order #/No. Orden de Empleo 948340
3. Location and Description of Housing/Dirección y Descripción de la Vivienda King Farm 15 Scales Lane, Townsend, Ma 01469 From Fitchburg/Leominster area take Route 13 North to Townsend, MA. Turn left onto Route 119 West for one mile, then take the first left after Townsend Ford onto Scales Lane. King Farm is on the left. (If additional space is needed, use separate sheet of paper)./Si necesita más espacio, utilice documento adicional.)		6. Occupational Title and Code/Título Ocupacional y Código Farm Workers & Laborers; crop	7. Clearance Order Issue Date/ Fecha de Tramite 2/16/11
		8. Job Order Expiration Date/ Fecha de vencimiento 8/1/11	
		9. Anticipated Period of Employment/Periodo Anticipado de Empleo From/ Desde: 03/21/2011 To/Hasta: 12/15/2011	
		10. No. of Worker's Requested/No. de Trabajadores Pedidos 2	
		11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 48 Sunday /Domingo _____ Monday/Lunes 8 Tuesday/Martes 8 Wednesday /Miércoles 8 Thursday/Jueves 8 Friday/Viernes 8 Saturday/Sábado 8	
		12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar de: Employer/El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office/La Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

13. Board Arrangements/Arreglo de Alojamiento
Employer will will not provide 3 meals per day. (SEE ATTACHMENT 1, ITEM 3, C) FOR MORE INFORMATION)

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos
Applicant holding office to refer all Qualified applicants through order holding office or applicants can apply directly to the farm during normal business hours.

15. Job Specifications/ Descripción del Trabajo
Work may include but not limited to, (SEE ATTACHMENT A, FOR COMPLETE JOB SPECIFICATIONS)
(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	Piece Rate/Unit(s)	Special Pay (bonus, etc.)	Deductions / Deducciones	YES/ SI	NO	Pay Period Periodo de Pago
Nursery Stock	\$ 11.00	\$ 24	1/27/11	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly/Semanal
	\$	\$ 24	2/9/11	Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> FY 2/9/11
	\$	\$	2/15/11	State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly/ cada 2 semanas
	\$	\$		Meals /Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify)/ Otro	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

More Details About the Pay/Más Detalles Sobre el Pago
Workers will be paid on an hourly basis for all hours worked, (SEE ATTACHMENT 1, ITEM 16 A))
(If additional space is needed, use separate sheet of paper./Si necesita más espacio, utilice documento adicional.)

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.

Attachment I.

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.

A. CLARIFICATIONS OF ITEMS ON FORM ETA 790 AND 9142

Item 9 - Housing:

a) 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 charged 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.

b) 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.

c) Employer will will not provide 3 meal per day. Employer will 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.

d) I request that my order be granted conditional entry into the Interstate and Intrastate Clearance System. I assure that the worker housing will meet the applicable Federal Standards not later than 2/16/11 which is at least 30 days in advance of my date of need reflected in the attached ETA 9142 and ETA 790.

e) The housing is barracks single rooms number of rooms _____ capacity 28. The construction is wood frame block or concrete the floors are concrete wood .

Item 10 - Number of workers requested:

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

Item 11 - Anticipated Hours of Work:

8 hours per day is normal. The worker may be requested but not required to work 10 hours per day and/or the Sabbath depending upon the conditions at the worksite, weather, and maturity of the crop.

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

a) Workers will be paid on an hourly basis for all hours worked at the Wage Rate in effect at the time the work is performed, required at 20 CFR 655.122 (i). The required wage may be higher or lower than it is at the time of filing this job offer.

The rate is based on: AEW ~~Rate~~ Prevailing Wage \$11.00 Employer's offer _____

CORRECTION APPROVED BY
NATIONAL PROCESSING
C.F. G. 2/16/11

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CORRECTION APPROVED BY
NATIONAL PROCESSING
CFC 02/16/11

Attachment 2

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) If so 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 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 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 \$ ~~400.00~~ 440.00 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.

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Item 20- Workers Compensation:

The employer assures that Policy # WCA 2970810 issued by Floorists' Insurance Company 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 by the regulations at 20 CFR 655.122, 20 CFR 655.135 Assurances, 20 CFR 653.501, 654.403, and ~~655.105(a)~~ 655.122(d) JY 2/9/11

2. 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.

3. Employer Notification of Changes in Employment Terms and Conditions: 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 have changed the terms and conditions of employment.

4. 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.

Attachment 3

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.

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.
 - 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 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.

8. 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 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.

9. 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.

10. 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.

11. 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.

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

14. 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.

15. 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 an employer ,for a future H2A contract.

ATTACHMENT A

JOB SPECIFICATIONS

Removed Job includes working in yard and greenhouse for a nursery. Very physical work exposed fully to all weather conditions. The use of forklifts, tractors, and trucks is required. Duties include ~~heavy lifting (up to 100 pounds with assistance)~~, watering, packing, unpacking, clean up, loading, disposal of items, and maintenance of buildings and nursery yard. Job will require unloading 40' trailer truck containing nursery stock and other resale items. One month of experience is required for all of these duties.

Este trabajo incluye trabajar en viveros de plantas e invernaderos plasticos, con trabajo fisico y expuesto a todo tipo de clima. El uso de maquinaria pesada como tractores y camiones es requerido. El trabajo incluye levantar cosas pesadas, sobre 100 libras (con ayuda), regar plantas, empaquetamiento, limpiar, desempacar, botar basura, mantencion de edificios vivero de plantas e invernaderos plasticos. Este trabajo requiere desempacar camiones de 40 pies que contienen mercaderia como plantas y muebles. Un mes de experiencia es requerido para todas las cosas mencionadas arriba.