



**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**

<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>DUTTON BERRY FARM 136 GRASSY BROOK ROAD BROOKLINE, VERMONT 05345</p> <p>PAUL DUTTON OWNER</p> <p>Telephone number/Teléfono: 802-365-4168 Fax:</p>	<p>Nos. 4 - 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>	
	<p>4. Industry Code/Código Industrial</p> <p>0161</p>	<p>5. Job Order No. /Num. de Orden de Empleo</p> <p>147154</p>
<p>6. Occupational Title and Code /Título Ocupacional y Código</p> <p>45.2092 <i>Farm Workers & Laborers Crop</i></p>		
<p>7. Clearance Order Issue Date / Fecha de Tramite</p>		
<p>8. Job Order Expiration Date / Fecha de Expiración</p> <p>Jul 26, 2013</p>		
<p>9. Anticipated Period of Employment / Periodo Anticipado de Empleo</p> <p>From/ Desde: Mar 7, 2013 To/Hasta: Dec 15, 2013</p>		
<p>2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo</p> <p>136 GRASSY BROOK ROAD, BROOKLINE, VERMONT 05345. TRAVEL 4-1/2 MILES FROM TOWNSHED TO RADWAY ROAD. TURN ONTO RADWAY ROAD FOR 4/10 MILE TO GRASSY BROOK ROAD. TRAVEL ON GRASSY BROOK ROAD FOR 7/10 OF A MILE. BUSINESS IS ON THE SOUTH SIDE OF GRASSY BROOK ROAD.</p> <p>(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)</p>	<p>10. No. of Workers Requested / Num. de Trabajadores Solicitados</p> <p>10</p>	
<p>11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: <u>40</u></p> <p>Sunday / Domingo <u>0</u> Monday / Lunes <u>6</u> Tuesday / Martes <u>6</u> Wednesday / Miércoles <u>6</u> Thursday / Jueves <u>6</u> Friday / Viernes <u>8</u> Saturday / Sábado <u>8</u></p>		
<p>12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Local Office / Oficina Local Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>HILL ROAD, 2 STORY WOOD FRAME BARRACKS STYLE. TRAVEL 4-1/2 MILES FROM TOWNSHED TO RADWAY ROAD. TURN ONTO RADWAY ROAD FOR 4/10 MILE TO GRASSY BROOK ROAD. TRAVEL ON GRASSY BROOK ROAD FOR 9/10 OF A MILE TO TEE IN THE ROAD. TURN NORTH FOR 1-1/8 MILE TO HILL ROAD. TURN ONTO HILL ROAD AND TRAVEL 4/10 MILES TO GRAY HOUSE WITH BLUE ROOF</p> <p>(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)</p>		

Vermont Department of Labor

JAN 07 2013

Middlebury Resource Center

13. Board Arrangements / Arreglo de Alojamiento

EMPLOYER WILL NOT PROVIDE THREE MEALS PER DAY. WORKERS WILL PURCHASE FOOD AND PREPARE MEALS IN THE EMPLOYER'S PROVIDED AND EQUIPPED KITCHEN. KITCHEN FACILITIES ARE PROVIDED FREE TO THE WORKERS.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

THE APPLICANT HOLDING OFFICE IS REQUESTED TO REFER ALL QUALIFIED AND AVAILABLE APPLICANTS THROUGH THE LOCAL ORDER HOLDING OFFICE. THE EMPLOYER WILL ALSO ACCEPT APPLICATIONS DIRECTLY AT THE FARM. APPLICANTS SHOULD CONTACT THE EMPLOYER AT: 136 GRASSY BROOK ROAD, BROOKLINE, VERMONT 05345 OR TELEPHONE 802-365-4168.

15. Job Specifications / Especificaciones del Trabajo

Workers will perform a combination of task involved in the planting, cultivating and harvesting of diversified ground crops and apples, according to the instructions of the supervisor. May need to operate farm machinery and work in a storage building. May plant and transplant crops. Will perform field work of hand weeding, thinning, hoeing and pruning. Other duties related to the planting, maintaining and harvesting of the crops. Required to stand, bend, kneel and climb ladders for long periods of time. A great deal of heavy lifting. Will harvest the crops according to the quality and method of the employer. Will work in varied weather conditions. The employer will provide 1 day(s) of training and allow 2 day(s) of work for the workers to satisfactory perform the duties described in this job description. After completion of training or break-in period, employer will expect workers to: For apple harvest, 7.5 EAB per hour with no more than a 5 percent bruising rate. Workers will be given 1 hour for lunch and a 15 minute break in the morning and a 15 minute break in the afternoon.

Beginning and ending times each day, as well as, the number of hours per day will vary depending on the weather and the condition of the crops.

(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	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions	Yes/Si	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bonó, etc.)	Deducciones			
FIELD LABOR	\$ 10.91	\$ NONE	NONE	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
APPLE HARVEST	\$ 10.91	\$ NONE	NONE	Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ORCHARD LARBOR	\$ 10.91	\$ NONE	NONE	State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
STARWBERRIES	\$ 10.91	\$ NONE	NONE	Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		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

NONE

(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 15 DAYS OR 50% OF THE WORK CONTRACT PERIOD WHICHEVER COMES FIRST, THE EMPLOYER SHALL REIMBURSE THE WORKERS FOR COST OF TRANSPORTATION AND SUBSISTENCE FROM PLACE OF RECRUITMENT TO PLACE OF WORK, EXCEPT THAT ANY WORKER PROTECTED PURSUANT TO THE FAIR LABOR STANDARDS ACT WILL BE PAID IN COMPLIANCE WITH THE FLSA BEGINNING IN THE FIRST WORK WEEK. UPON COMPLETION OF THE WORK CONTRACT, THE 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 COST, IN WHICH CASE THE 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. THE AMOUNT OF THE DAILY SUBSISTENCE MUST BE NO LESS THAN \$ 11.13 PER DAY WITHOUT RECEIPTS AND UP \$ 46.00 PER DAY WITH RECEIPTS AS THE AMOUNT TO BE REIMBURSED.

(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

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

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)
VERMONT DEPT. OF LABOR, BRATTLEBORO RESOURCE CENTER
P.O. BOX 920, 32 MAIN STREET, BRATTLEBORO VERMONT 05302
802-254-4555 FAX: 802-257-2896

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)

CRIS H. LADUKE 802-382-4028

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.

Paul Dutton owner

Employer's Signature & Title/ Firma y Título del Empleador

1-15-13
Date:

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.

ETA Form 790 (Revised Oct, 2010)

Previous versions not usable

FORM ETA 790 ATTACHMENTS

ATTACHMENT I

JOB ORDER NUMBER 147154

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

Item 9 - 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 time of certification, required at 20 CFR 655.122 (j)-(m). The current wage rate being offered is \$ 10.91 per hour.

The rate is based on: AEW XXXX (STATE) PREVAILING WAGE _____ EMPLOYER'S OFFER _____

Employer assures that if a change in the hourly wage rate requires an increase in the guaranteed minimum, such increase will be paid for all work done on and after the effective date of such increase. The guaranteed minimum wage rate will be in accordance with DOL regulations at 20 CFR 655.120 (a).

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. Employer agrees to pay the highest of the AEW, the prevailing hourly wage or the piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage.

c) Employer will make the following deductions:

FICA XXX FEDERAL WITHHOLDING XXX STATE WITHHOLDING XXX MEALS

OTHER (Specify)

To the extent permitted under Federal and State net wage requirements, 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 will will not XX pay the worker a bonus of \$ NA, based on Quality Picking NA End of Season NA, Other NA. Anticipated date of which payments will be made: NA

e) 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 the 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 the 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.

f) Payroll periods will be: WEEKLY XXXXXX TWICE MONTHLY _____

g) 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 the employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If the employer fails to notify the order holding office, then employer shall pay an eligible worker referred through the clearance system \$ 436.40 for the first week starting with the originally anticipated date of need.

Item 10-ANTICIPATED HOURS OF WORK:

6-8 Hours per day is normal. The worker maybe requested but not required to work 12 hours per day and/or the Sabbath depending upon the conditions at the work site, weather and maturity of the crop.

Item 14-HOUSING:

- a) Housing will be clean and meet the applicable Federal 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, maybe charged to 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.
- b) No tenancy in employer-provided housing is created by this attachment. 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) 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 February 05, 2013 which is 30 days in advance of my date of need reflected in the attached ETA-9142 and ETA-790.

Item 17-TRANSPORTATION:

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 place of recruitment to place of work. Except that any worker protected pursuant to the Fair Labor Standards Act will be paid in compliance with the FLSA beginning in the first work week. Upon completion of the work contract, the 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 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 distances involved. The amount of daily subsistence must be no less than \$ 11.13 per day without receipts and up to \$ 46.00 per day with receipts as the amount to be reimbursed.

B. OTHER CLARIFICATIONS AND ASSURANCES:

1. **OTHER:** The employer agrees to abide by the regulations at 20 CFR 655.135.

2. 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 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.

5. WORKERS COMPENSATION:

The employer assures that Policy # 3878T544 UB by TRAVELERS PREFERRED INSURANCE provides the required insurance for injuries arising out of and in the course of employment.

6. **WAGE STATEMENT:** The employer will furnish each worker on or before each pay day, a written statement which provides the following information:

- 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 the pay period and
- 8) The employer's name, address, and FEIN

7. **TRAINING**: The employer will provide 1 day(s) of training and allow 2 day(s) of work for the workers to satisfactorily perform the duties described in item number 15 of the ETA-790.

8. **PRODUCTION STANDARDS**: For apple harvest, 7.5 EAB per hour with no more than a 5 percent bruising rate.

9. **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 to comply with established company sanitary and safety practices; (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 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. 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."

Workers who voluntarily abandon employment or are terminated for cause, and where the employer provides timely notification to the NCP and DHS, will relieve the employer for subsequent transportation and subsistence cost and the ¾ time guarantee.

10. **WORKER AGREEMENT** A copy of the contract or this Job Clearance Order will be provided to the worker by the employer **NO LATER THAN ON THE DAY THE WORK COMMENCES**.

11. **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/she has a valid FLC certificate or FLCE identification card.

12. **NON-MONETARY BENEFITS**: Non-Monetary benefits provided by the employer are:

13. **PROOF OF CITIZENSHIP**: 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.

14. **TOOLS AND EQUIPMENT**: The employer will furnish without cost, all tools, supplies or equipment required in the performance of work.

15. **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, as well as to and from shopping and other appointments. The transportation provided will be in accordance with applicable **LAWS and REGULATIONS**.