



15572016 Cupp and Sons LLC
U.S. Department Labor
Employment and Training Administration

Earliest Job Order Date Nov 24, 2015
 Latest Job Order Date Dec 09, 2015
 OMB Control No. 1205-0134
 Expiration Date: October 31, 2015

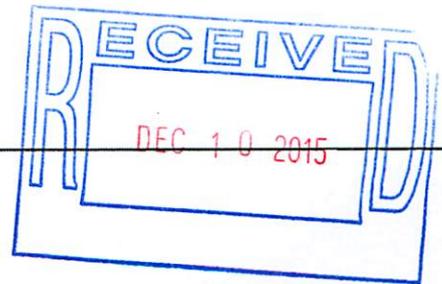
Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step Instructions)
 (Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal))</p> <p>Cupp and Sons LLC 263 King Street Littleton, MA 01460 mail: 520 Albany Street, Boston, MA 02118</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 04-3550376</p> <p>b) Telephone Number / Número de Teléfono 617 423 2597 617 799 8089</p> <p>c) Fax Number / Número de Fax: 617 423 2431</p> <p>d) E-mail Address / Dirección de Correo Electrónico: cuppcupp@hotmail.com</p>	<p>Nos. 4 through 8 for STATE USE ONLY Numeros 4 a 8 para USO ESTATAL</p>
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>56 Great Road, Littleton, MA, 01460 (1) Main farm HQ @ 56 Great Road, Littleton, MA, 01460. From Littleton Common, take 2A East/Great Rd for 2.1 mi. Farm on right. (2) 198 Shady Side F, Concord, MA 01742. East on MA-62 E/Main St. Slight right onto Lexington Rd 2.1 mi., Left onto Shadyside Ave. On right. (3) 171 Woburn St. Lexington, MA, 02420 From Center of Lexington, take Mass. Ave east. Slight left on Woburn St. On right 0.6 mi.</p> <p>The worksite(s) is(are) owned or controlled by the employer.</p>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2092.01</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farm Workers & Laborers</p> <p>5. Job Order No. / Num de Orden de Empleo: 6625934</p>
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de 183 Woburn St., Lexington, MA 02420</p> <p>From Lexington Center go east on Massachusetts Ave. (Rt 4, 225) 1/2 mile-bear left on Woburn St. go 3/4 mi. House in on right</p> <p>a) Description of Housing / Descripción de la vivienda A white frame house, with 4 bedrooms, full kitchen 1 bath, Washer/Dryer. Sufficient for 8 people. This house is owned by the employer.</p> <p>Una casa blanca de madera, con 4 recamaras, cocina completa, 1 baño. Lavaderia. De centro de Lexington, MA, anda en carretera Massachusetts Ave (Rt4, 225) 1/2 milla. A la derecha en calle Woburn 3/4 milla. Suficient para 8 personas.</p>	<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono) DCS; Hurley Bld. 19 Staniford St. Boston, MA 02114</p> <p>a. 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 S. Raja</p>
	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 11/7/2016</p>
	<p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo 6/19/2016</p>
	<p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo From / Desde: Feb 07, 2016 To / Hasta: Nov 01, 2016</p>
	<p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 6</p>
	<p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total 35</p> <p>Sunday / Domingo <u>0</u> Thursday / Jueves <u>7</u> Monday / Lunes <u>7</u> Friday / Viernes <u>7</u> Tuesday / Martes <u>7</u> Saturday / Sábado <u>0</u> Wednesday / Miércoles <u>7</u></p>
	<p>12. Anticipated range of hours for different seasonal activities / Rango previsto de horas per alas diferentes actividades de la temporada Hours worked each day will depend on crop conditions and weather.</p>
	<p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de</p> <p>Employer / Empleador Yes / <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <div style="border: 2px solid blue; padding: 10px; text-align: center; width: fit-content; margin: 0 auto;"> <p>RECEIVED</p> <p>DEC 10 2015</p> </div>

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describe cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar

Employer will furnish free and convenient cooking and kitchen facilities to workers to prepare their own meals. Employer undertakes to provide transportation to one of the local grocery stores on a weekly basis so that the workers will be able to purchase groceries.



15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

The employer, Gerald M. Cupp, will have sole hiring authority and he/she or a designated employee will available for interviews or to receive referrals at 617 423 2597, Mon.- Fri. 8 am to 3 pm. Phone & in-person interviews will be conducted at no cost to the applicant.

16. Job description and requirements / Descripción y requisitos del trabajo:

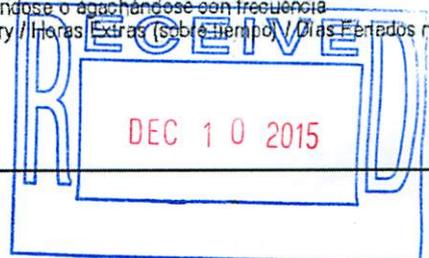
Plant, water, weed & care for seedlings & potted plants in greenhouse. Harvest & pack potted plants, cut flowers, squash, gourds & pumpkins by hand. Drive cultivating tractor to plant, transplant & cultivate cut flowers, squash, pumpkins, & ornamental gourds. Hoe weeds in fields using hand-held hoe. It is anticipated that 25% of the time during the contract will be consumed in each named crop. All activities will be paid at the \$11.26/hour rate. Clean up fields and work areas. Employer will provide 2 days of training. Must have 1 month experience in operating any type of tractor.

Plantar, rociar,desherbar, y cuidar plantitas en casa de ule. Cosechar plantitas, flores, calabazas, ayotes por mano. Manejar tractores para plantar,trasplantar y cultivar plantitas, flores, calabazas varias, y ayotes. Desherbar hierbas malas en el campo con acedon. Cada sembrar utiliza 25% de el tiempo en el contrato. Cada actividad esta pagado por \$11.26/hora. El empleador proveerá 2 días de entrenarse. Limpar campos y sitios de trabajo. Debe tener 1 mes de experiencia de manejar tractores de cualquier clase.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si No If yes, number of months preferred. / Si es así, numero de meses de experiencia: 1

2 Check all requirements that apply:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input type="checkbox"/> Drug Screen / Detección de Drogas |
| <input checked="" type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input checked="" type="checkbox"/> Frequent Stooping / Inclinandose o agachandose con frecuencia |
| <input type="checkbox"/> Lifting requirement / Levantar o Cargar _____lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Festivos no obligatorio |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |



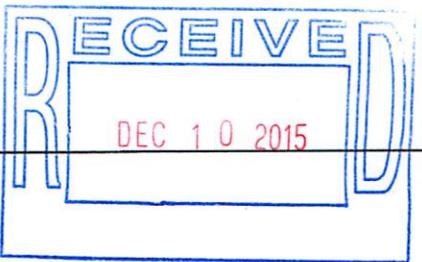
17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)								
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/SI	No	Pay Period / Período de Pago	
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /	
Greenhouse crop activity	\$ \$11.26	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal	
Vegetable crop activity	\$ \$11.26	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Cut flower activity	\$ \$11.26	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal	
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly / Mensual	
For willful destruction of property or damage to housing beyond normal wear and tear.							<input type="checkbox"/>	Other/Otro
							<input type="checkbox"/>	

18 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.
 Si el pago requisito decrece, el empleador pagará lo más alto de las tasas salariales en efecto cuando el trabajo sea realizado.

19 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.



20 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 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,' cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21 Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si No

22 Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador. Yes/Si No

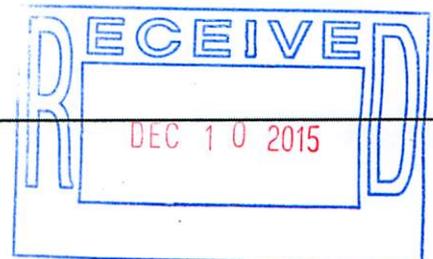
23 Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si No

24 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

25 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



26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/S No

27. 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.

Gerald M. Cupp, Manager (Please sign in blue ink)

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Gerald M. Cupp
Employer's Signature / Firma y Título del Empleador

12.7.15
Date / Fecha

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 Employment and Training Administration (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 American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party

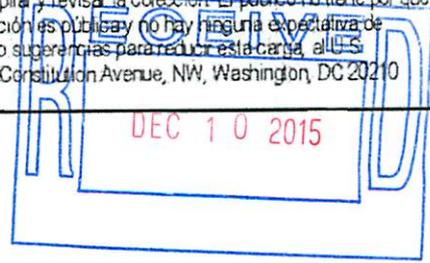
LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad 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 (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

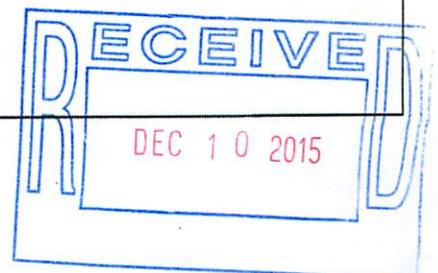
The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public 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, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.



28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary / Utilice esta sección para proporcionar información adicional de apoyo, incluya el número de la sección e incluya archivos adjuntos, si es necesario.



**20 CFR 653.501
Assurances**

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions 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 agrees to expeditiously notify the OHO 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.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

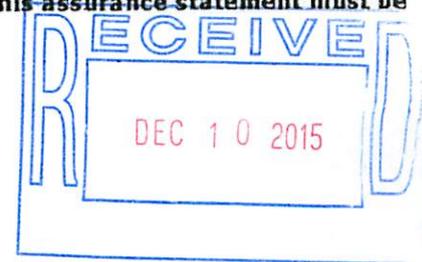
Employer's Name Gerald M. Cupp

Date: 12.7.15

Employer's Signature *Gerald M Cupp*

Gerald M. Cupp, Manager (Please sign in blue ink)

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.



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:

56 Great Road, Littleton, MA, 01460

(1)Main farm HQ @ 56 Great Road, Littleton, MA, 01460. From Littleton Common, take 2A East/Great Rd for 2.1 mi. Farm on right. (2) 198 Shady Side F, Concord, MA 01742. East on MA-62 E/Main St. Slight right onto Lexington Rd 2.1 mi., Left onto Shadyside Ave. On right. (3) 171 Woburn St. Lexington, MA, 02420 From Center of Lexington, take Mass. Ave east. Slight left on Woburn St. On right 0.6 mi.

- The employer(s) attests that he(they) owns or controls the worksite(s) listed above.

Item 3: Location and description of housing:

183 Woburn St., Lexington, MA 02420. From Lexington Center go east on Massachusetts Ave. (Rt 4, 225) 1/2 mile-bear left on Woburn St. go 3/4 mi.. House in on right

A white frame house, with 4 bedrooms,full kitchen 1 bath, Washer/Dryer. Sufficient for 8 people. This house is owned by the employer.

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 6 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 6. 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:

Plant, water, weed & care for seedlings & potted plants in greenhouse. Harvest & pack potted plants, cut flowers, squash, gourds & pumpkins by hand. Drive cultivating tractor to plant, transplant & cultivate cut flowers, squash, pumpkins, & ornamental gourds. Hoe weeds in fields using hand-held hoe. It is anticipated that 25% of the time during the contract will be consumed in each named crop. All activities will be paid at the \$11.26/hour rate. Clean up fields and work areas. Employer will provide 2 days of training. Must have 1 month experience in operating any type of tractor.

Plantar, rociar,desherbar, y cuidar plantitas en casa de ule. Cosechar plantitas, flores, calabazas, ayotes por mano. Manejar tractores para plantar,trasplantar y cultivar plantitas, flores, calabazas varias, y ayotes. Desherbar hierbas malas en el campo con acedon. Cada sembrar utiliza 25% de el tiempo en el contrato. Cada actividad esta pagado por \$11.26/hora. El empleador proveera 2 días de entrenarse. Limpar campos y sitios de trabajo. Debe tener 1 mes de experiencia de manejar tractores de cualquier clase.

- (a) The Adverse Effect Wage Rate (AEWR), the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State Minimum wage, or the employers hourly rate, whichever is highest, will be the rate of pay for all employees. The employer assures that if a change in the AEWR requires an increase in guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make up pay to the guaranteed minimum rate.

Check the wage rate that is highest:

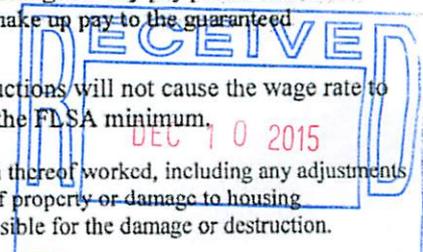
- Adverse Effect Wage Rate of \$ \$11.26 / hour
- Federal Minimum Wage \$ _____
- Prevailing Wage Rate (if applicable) \$ _____
- State Minimum Wage \$ _____

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, willful destruction
- Advances

These deductions will not cause the wage rate to fall below the FLSA minimum.



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.

(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: ____/____/____.

(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:

- 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
- 7. Beginning and Ending dates of the pay period
- 8. The employer's name, address, and FEIN

*(Showing offers in accordance with the three-fourths guarantee as determine in paragraph (i) of this section, separate from any hours offered over and above the guarantee)

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 35 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: worksite cleanup - \$394.10/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 worker has completed 50% of work contract period (or earlier), employer shall reimburse worker for cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work contract, 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 costs, 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. Workers will be provided transportation to and from the worksite to housing on a daily basis for meals and work at no cost to the worker. Daily subsistence will be provided at the rate of \$11.86/day during travel periods without receipts or up to \$46 per day with receipts, up to \$34.50 per partial day with receipts.

Item 13: Farm Labor Contractors:

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

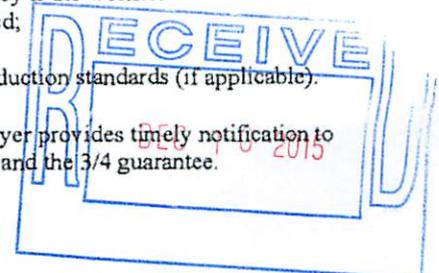
Termination: Employer may terminate the worker with notification to the State Workforce Agency if the worker:

- (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 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.

Abandonment is defined as 5 consecutive scheduled working days of unexcused absence.



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 3 of work for workers to reach the clearly defined production standard enumerated above.

The employer will furnish without cost all tools, supplies, or equipment required to do the work.

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.

WCA 0381064 - 13 Acadia Insurance Co.

Injuries: The employer assures that Policy # _____ 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: Agent A & B Insur Grp LLC Telephone #: 978 399 0025

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, Gerald M. Cupp 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: Gerald M. Cupp
Gerald M. Cupp

Date: 12.7.15



H2A Agent Authorization

Mr. Gerald M. Cupp, Owner of Cupp and Sons LLC

I authorize USAMEX Ltd, its employees and agents to act as my AGENT and to act on my behalf for fulfilling the requirements of the H2A program.

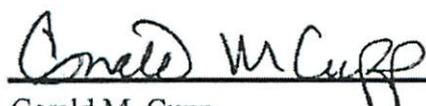
A. In addition, I authorize the following specific duties the agent is authorized to perform related to US Department of Labor requirements. I assume full responsibility for the accuracy of the H2A application, for all representations made by the agent on my behalf and for the fulfillment of all legal requirements arising from my H2A application.

1. File and sign H2A applications.
2. Provide written permission to make revisions to the H2A application.

B. In addition, I authorize the following specific duties my agent is authorized to perform related to requirements of all other US Government Agencies (such as USCIS, US State Department, et al). I assume full responsibility for the accuracy of the Petitions, other forms and supplements, for all representations made by the agent on my behalf and for the fulfillment of all legal requirements arising from my H2A applications and petitions.

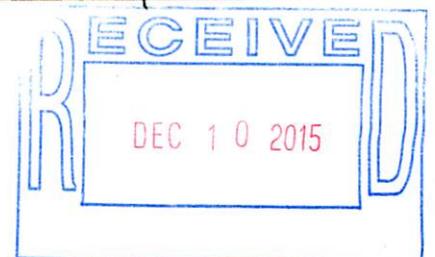
1. File the required Petitions and all other forms and supplements as may be required by the USCIS or any other US Government Agency related to H2A visas.
2. Track and inquire as to Petition status with the USCIS system,
3. Any and all other duties that relate to the issuance of visas related to my H2A petitions.

C. I will provide, with accuracy and timeliness, all the documents, correspondence and information for the preparation, submission, filing, processing and acceptance of all documents and forms required by all the US Government Agencies involved with my H2A applications, petitions and visas.


Gerald M. Cupp

Date

10-26-15



NEW and IMPORTANT

WORKERS COMPENSATION INSURANCE INFORMATION

Cupp and Sons LLC
263 King Street
Littleton

MA 01460

Dear Mr. Cupp

PLEASE MAKE SURE USAMEX HAS A COPY OF YOUR WORKERS COMP "ACORD" CERTIFICATE AS SOON AS POSSIBLE

The DOL requires you to provide proof of your coverage for Workers Compensation Insurance. Please ask your insurance agent to provide to USAMEX an ACORD "Certificate of Worker Compensation Insurance Coverage" as soon as possible. A FAXED copy is perfectly OK.

Please provide your Insurance agent the following information:

Certificate Holder: USAMEX Ltd Co.

Attn: David Donaldson, 572 Strawberry Road, Bald Knob, AR 72010

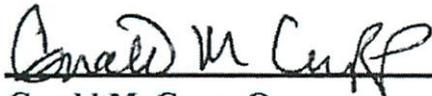
Phone 501 724 8844, FAX 501 724 3163

Also please sign the statement below to assure the DOL that you will maintain this coverage during the entire period of the your need for the H2 workers.

I AM PROVIDING WORKERS COMPENSATION INSURANCE COVERAGE AND I INTEND TO RENEW AND MAINTAIN COVERAGE FOR THE ENTIRE DATES OF NEED FOR MY WORKERS.

Assurance Of Renewal Of Worker's Compensation Coverage During Work Contract Period
This serves as an assurance that should my worker's compensation insurance policy expire during the work contract period in which I employ workers under the H-2A program, I will renew my worker's compensation insurance policy to cover the workers.

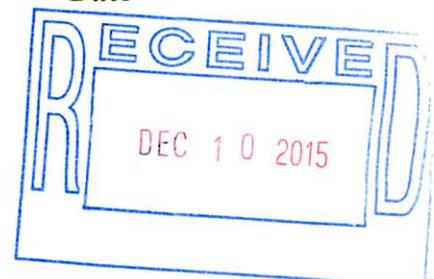
Additionally, once I do renew the worker's compensation policy, I will provide the company's name, policy number, and effective dates to the Certifying Officer, U.S. Department of Labor Employment and Training Administration.



Gerald M. Cupp, Owner

10-26-15

Date



Raja, Dolly (EOL)

From: David Donaldson <daviddon@centurytel.net>
Sent: Wednesday, December 09, 2015 11:21 AM
To: Raja, Dolly (EOL)
Subject: FW: Third try for H2A job Order, Cupp and Sons.
Attachments: 790 and Signature pages for Third Try Cupp Cupp.pdf

This is our new application for H2A

Thanks,
David
USAMEX Ltd Co, David Donaldson, Mgr.
Ph 501 724 8844 FAX 501 724 3163
DavidDon@CenturyTel.Net

From: David Donaldson [mailto:daviddon@centurytel.net]
Sent: Monday, December 07, 2015 12:02 PM
To: 'Raja, Dolly (DWD)'
Subject: Third try for H2A job Order, Cupp and Sons.

I received the signed eta790 and attachments back from Mr Cupp this morning that include the mandated changes.

Thanks,
David
USAMEX Ltd Co, David Donaldson, Mgr.
Ph 501 724 8844 FAX 501 724 3163
DavidDon@CenturyTel.Net

