



#2

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>Pleasant Valley Gardens 255 Merrimack st Methuen MA 01844</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 04-347703</p> <p>b) Telephone Number / Número de Teléfono: 978-682-9563</p> <p>c) Fax Number / Número de Fax: 978-685-6691</p> <p>d) E-mail Address / Dirección de Correo Electrónico: rbonanno@prodigy.net</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>																
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>255 Merrimack st, Methuen MA 01844 exit 46 rt 495, take a left off the ramp, proceed .75 miles farm on right</p> <p>all work sites are listed and owned or controlled by 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>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>255 Merrimack st, Methuen MA 01844 exit 46 rt 495, take a left off the ramp, proceed .75 miles farm on right</p> <p>a) Description of Housing / Descripción de la vivienda: barracks type, wood frame, wood floor, capacity 6</p>	<p>5. Job Order No. / Num. de Orden de Empleo: 6818939</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): ACS; Handy Bld. 19 Stanish 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): Jolly S. Raja - 617-626-5078</p>																
<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 3/11/16</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 7/15/2016.</p>	<p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo: From / Desde: April 1, 2016 To / Hasta: Oct 30, 2016</p>																
<p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 4</p>	<p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40</p> <table border="0"> <tr> <td>Sunday / Domingo</td> <td>_____</td> <td>Thursday / Jueves</td> <td>8</td> </tr> <tr> <td>Monday / Lunes</td> <td>_____</td> <td>Friday / Viernes</td> <td>8</td> </tr> <tr> <td>Tuesday / Martes</td> <td>8</td> <td>Saturday / Sábado</td> <td>8</td> </tr> <tr> <td>Wednesday / Miércoles</td> <td>8</td> <td></td> <td></td> </tr> </table>	Sunday / Domingo	_____	Thursday / Jueves	8	Monday / Lunes	_____	Friday / Viernes	8	Tuesday / Martes	8	Saturday / Sábado	8	Wednesday / Miércoles	8		
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Tuesday / Martes	8	Saturday / Sábado	8														
Wednesday / Miércoles	8																
<p>12. Anticipated range of hours for different seasonal activities / Rango previsto de horas par alas diferentes actividades de la temporada: Hours worked each day will depend on condition of crops, weather</p>	<p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador: Yes / SI <input type="checkbox"/> No <input checked="" type="checkbox"/></p>																

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 / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

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.

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.

All applicants must be able, willing and qualified to do the duties required. 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 address or phone number listed in item 1 on the ETA 790, during normal business hours to apply.

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

WORK MAY INCLUDE BUT NOT LIMITED TO: SEE PAGE 7 ITEM 28 FOR COMPLETE JOB DESCRIPTION.

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

2. Check all requirements that apply:

- | | |
|---|---|
| <input 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 type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input checked="" 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 checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input checked="" type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>50</u> lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados 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/Sí	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
vegetable crop	\$ 11.74	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
fruit crops	\$ 11.74	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		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 type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

18. 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.

19. 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.

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

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

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.

Workers will need 1 month experience in the duties listed. Attach, adjust, drive, operate, and maintain farm implements and tractors. Seed, transplant, irrigate, and maintain plants in the greenhouses and fields. Set up irrigation systems and know when to irrigate crops using methods appropriate for the crop and location. May mix spray solutions, spray crops, and apply fertilizers. Drive tractor to the field to prepare the soil, plant, cultivate, maintain, prune, and harvest both fruits and vegetables. Drive farm trucks and equipment to maintain and harvest crops. Harvest crops using hand and hand held equipment. Wash and pack both fruits and vegetables. Load trucks with harvested and packed produce.

**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.

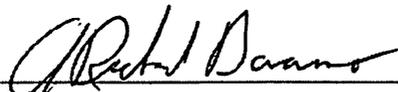
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

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 A. Richard Bonanno Date: 1/22/2016

Employer's Signature 

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 AND ETA 9142 ATTACHMENTS

JOB ORDER TO BE PLACED IN CONNECTION WITH A FUTURE APPLICATION FOR TEMPORARY CERTIFICATION FOR H-2A WORKERS.

The employer assures it will comply with all applicable employment laws, whether federal, state, or local.

A. CLARIFICATIONS OF ITEMS ON FORM ETA 790 AND 9142

Employer requests that its order be granted conditional entry into the Interstate and Intrastate Clearance System. Employer assures that the worker housing will meet the applicable federal standards not later than 30 days in advance, and requests an inspection, of its date of need reflected in the attached ETA 9142 and ETA 790.

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

- a) The rate is based on: \$11.74 AEW Prevailing Wage
 Federal or State minimum, collective bargaining wage.

If these rates change during the term of employment, employer will pay the highest rate effective at the date that the work is performed, even if such highest rate is less than stated here.

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 compensation so that the average hourly rate is equal to the guaranteed minimum rate.

c) If so requested by the worker in writing, 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. This offer will be automatically withdrawn if the worker abandons his or her employment or his or her employment is terminated for cause.

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 \$ 469.60 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.

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 # 2005W6479 issued by Farm Family Casualty 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, 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.

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.

NA 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. 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.

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)(l) 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 employers expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H 2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the workers 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 employers 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 \$11.86 per day and a maximum of \$46.00 per day for workers with documentation of actual expenses.

NEW ENGLAND APPLE COUNCIL INC.

7 MAIN STREET GOFFSTOWN, NH 03045
PHONE 603-497-2132 FAX 603-497-4828



I hereby designate the New England Apple Council as my agent and is authorized to represent me for the purposes of labor certification and by virtue of my signature below, I take full responsibility for accuracy of any representations made by my agent. Please address all issues with the attached ETA 790 and attachment with my agent.

Sincerely,

A handwritten signature in cursive script that reads "R. Bonanno".

Growers Signature

Raja, Dolly (EOL)

From: NEAC1A@aol.com
Sent: Tuesday, January 26, 2016 11:31 AM
To: Raja, Dolly (EOL); H2Aprogram (DET)
Subject: PLEASANT VALLEY JOB ORDER 2
Attachments: PLEASANT VALLEY JOB ORDER 2.pdf

Joseph Young
NEAC
603-497-2132

Attached is an h2a petition. Please confirm you received this. Thanks