



**U.S. Department Labor  
Employment and Training Administration**

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)

**Nos. 4 through 8 for STATE USE ONLY  
Numeros 4 a 8 para USO ESTATAL**

**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):**

**Dutton Berry Farm**  
136 Grassy Brook Road  
Brookline, Vermont 05345

**Paul Dutton**  
Owner

**a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:**

03-0287664

**b) Telephone Number / Número de Teléfono:**

802-365-4168

**c) Fax Number / Número de Fax:**

802-365-4622

**d) E-mail Address / Dirección de Correo Electrónico:**

duttonberryfarm@gmail.com

**2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:**

136 Grassy Brook Road, Brookline, Vermont 05345. Travel 4 1/2 miles from Townshend to Radway Road. Turn onto Radway Road for 4/10 mile to Grassy Brook Road. Travel on Grassy Brook Road for 7/10 mile. Business is on the south side of Grassy Brook Road.

**3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:**

Hill Road, Brookline, Vermont. Travel 4 1/2 miles from Townshend to Radway Road. Turn onto Radway for 4/10 mile to Grassy Brook Road. Travel on Grassy Brook for 9/10 of a mile to T in the road. Turn north for 1 1/8 miles to Hill rd. Turn on to Hill Rd and travel 4/10 of a mile to grey house with blue roof.

**a) Description of Housing / Descripción de la vivienda:**

Two story Wood Frame, 6 Bedroom Barrack Style

**4. SOC (O\*NET/OES) Occupational Code / Código Industrial:**

45-2092

**a. SOC (ONET/OES) Occupational Title / Título Ocupacional**

Farmworkers and Laborers Crops

**5. Job Order No. / Num. de Orden de Empleo:**

367868

**6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):**

Vermont Department of Labor, Brattleboro Resource Center  
State Office Building, 232 Main Street, Brattleboro, Vermont 05345  
Telephone: 802-254-4555 Fax 802-254-2896

**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).**

Chance Payette 802-828-3920

**7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:**

1/13/2016

**8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:**

07/31/2016

**9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:**

From / Desde: 03/13/2016 To / Hasta: 12/20/2016

**10. Number of Workers Requested / Número de Trabajadores Solicitados:**

10

**11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total:**

40

Sunday / Domingo	0	Thursday / Jueves	6
Monday / Lunes	6	Friday / Viernes	8
Tuesday / Martes	6	Saturday / Sábado	8
Wednesday / Miércoles	6		

**12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:**

7:00 - 4:00 depending on weather and crop activities

**13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:**

Employer / Empleador: Yes / Si  No

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 not provide three meals per day. Workers will purchase food and prepare meals in the employers provided and equipped kitchen. Kitchen facilities are provided free to the employees.

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

16. Job description and requirements / Descripción y requisitos 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 AND MUST BE AVAILABLE FOR THE ENTIRE PERIOD OF EMPLOYMENT SPECIFIED IN BOX 9, PAGE 1. MAY WORK IN GREENHOUSE PLANTING AND TRANSPLANTING SEEDLINGS. MAY NEED TO OPERATE FARM MACHINERY AND WORK IN A STORAGE BUILDING. MAY PLKANT AND TRANSPLANT CROPS IN FEILD. WILL PERFORM WORK OF HAND WEEDING, THINNING AND HOEING AND PRUNING. OTHER DUTIES RELATED TO PLANTING, MAINTAINING AND HARVESTING ORF THE CROPS. REQUIRED TO STAND, BEND AND 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 OF TRAINING AND ALLOW 2 DAYS OF WORK FOR THE WORKERS TO SATISFACTORY PERFORM THE DUTIES DESCRIBED IN THIS JOB DESCRIPTION. 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.

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 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 checked="" type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente                  |
| <input checked="" 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 agacándose 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) / Días 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 / Unidades)	Pagos Especiales (Bono, etc.)	Deducciones			
FIELD LABOR	\$ 11.74	\$ NONE	NONE	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
VEGETABLE HARVEST	\$ 11.74	\$ NONE	NONE	Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STRAWBERRY HARVEST	\$ 11.74	\$ NONE	NONE	State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
APPLE HARVEST	\$ 11.74	\$ 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"/>	Monthly/Mensual
							<input type="checkbox"/>
							Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

NONE

19. Transportation Arrangements / Arreglos de Transportación

AFTER 15 DAYS OR 50 % OF THE WORK CONTRACT PERIOD WHICHEVER COMES FIRST THE EMPLOYER SHALL REIMBURSE THE WORKERS THE COST OF TRANSPORTATION AND SUBSISTENCE FROM PLACE OF RECRUITMENT TO PLACE OF WORK, EXCEPT THAT ANY WORKER PROTECTED PURSUANT OF THE FAIR STANDARDS ACT WILL BE PAID IN COMPLIANCE WITH THE FLSA BEGINNING IN THE FIRST WORK WEEK. UPON COMPLETION OF THE CONTRACT THE EMPLOYER WILL PAY REASONABLE COSTS OF THE 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 THE PAY SUCH COST IN WHICH CASE THE EMPLOYER ONLY PAYS FOR 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 \$11.58 PER DAY WITHOUT RECEIPTS AND UP TO \$46.00 PER DAY WITH RECEIPTS AS THE AMOUNT TO BE REIMBURSED.

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(s) 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

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 puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes: Si  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.

Paul Dutton

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

Paul Dutton

Employer's Signature / Firma y Título del Empleador

01/13/2016

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 de 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 los 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 Paul Dutton Date: 01/13/2016

Employer's Signature

Paul Dutton

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

Attachment 1

Job Order No \_\_\_\_\_

The employer assures that the working conditions comply with the 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. The Adverse Effect Wage Rate, the prevailing hourly wage rate, or the employer's hourly wage rate, whichever is highest, is guaranteed as a minimum. At the time of submission of this order, the applicable wage is \$ 11.74 per hour. The rate is based on:  
 AEWR xx                      Prevailing Wage \_\_\_\_\_                      Employer's Offer \_\_\_\_\_

Employer assures that if a change in either the AEWR or prevailing 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.

- 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. Employer will make the following deductions:

FICA X      Federal Withholding Tax X      ~~XX~~ State Income Tax X      Meals \_\_\_\_\_  
Other (Specify) \_\_\_\_\_

To the extent permitted under Federal and State net wage requirements, if so requested by the worker, the employer transfer certain amounts of worker's earnings in a manner consistent with the worker's instructions.

- d. The employer will \_\_\_\_\_ will not X pay the worker a bonus of \$ NA, based on Quality Picking NA End of Season NA Other NA. Anticipated date by which payments will be made: \_\_\_\_\_

- 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 work day 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 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 X                      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 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 \$ 469.6 for the first week starting with the originally anticipated date of need. Employer will \_\_\_\_\_ will not X require worker to perform alternative work if the guarantee cited in this section is invoked.

Alternative Work: NA

Alternative Pay (specify only if different from guaranteed minimum) \_\_\_\_\_. If worker referred fails to notify a Job Service Office (preferably the order-holding office) of continued interest in the job at least 5 days before date of need, worker will be disqualified from the above-mentioned assurance.

Item 10 – Anticipated Hours of Work:

6-8 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 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, may be 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. 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 Feb. 10, 2016 which is 30 days in advance of my date of need reflected in the attached 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. 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 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.

**B. OTHER CLARIFICATIONS AND ASSURANCES**

1. Other: The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655-135
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 in 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 # WC-44-44-006671-00 issued by Acadia Insurance provides the required insurance for injuries arising out of and in the course of employment.
6. Wage Statements: The employer will furnish each worker on or before each pay day written statements which provide the following information:
  - a. The worker's total earnings for the pay period.
  - b. The worker's hourly rate and/or piece-rate of pay.
  - c. The hours of employment which have been offered to the worker.
  - d. The hours actually worked by the worker.
  - e. An itemization of all deductions made from the worker's wages.
  - f. If piece-rates are used, the units produced daily.
  - g. Beginning and ending dates of the pay period
  - h. The employers name, address and FEIN number

7. Training: The employer will provide 1 days of training and/or allow 2 days of work for worker to reach production standards if applicable.

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

**FOR APPLE HARVEST, 7.5 EAB PER HOUR WITH NO MORE THEN 5 PERCENT BRUISING.**

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, 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.

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 has a valid FLC certificate or FLCE identification card.

12. Non-Monetary Benefits: Non-monetary benefits provided by the employer are:

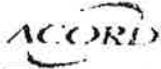
\_\_\_\_\_

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. Number of Employees: The application shall state the total number of workers the employer anticipates employing in agricultural labor or service activity covered by this job order. The employer normally hires 40 workers for the activities covered by this job order.

16. 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty PO Box 27  Brandon, VT 05733	CONTACT NAME: Berkley Assigned Risk Services
	PHONE (AC No. Ext): (800) 634-4589 FAX (AC No.): (866) 215-8118
	E-MAIL ADDRESS: PolicyServices@berkleyrisk.com
INSURED Dutton Berry Farm  136 Grassy Brook Rd  Brookline VT 05345-9756	INSURER(S) AFFORDING COVERAGE
	INSURER A: Acadia Insurance Co. NAIC # 31325
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	AUTOMOBILE LIABILITY						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>	WC-44-44-006671-00	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000.00 E.L. DISEASE - EA EMPLOYEE \$ 100000.00 E.L. DISEASE - POLICY LIMIT \$ 500000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Election Category: Election Status Name Issue State: All Entities/Insureds:  
 Partner Exclude Paul Dutton VT Dutton Berry Farm  
 Partner Exclude Wendy Dutton 136 Grassy Brook Rd Brookline VT 05345-9756

**CERTIFICATE HOLDER**

Paul Dutton  
136 Grassy Brook Road  
Brookline VT 05345

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE