U.S. Department of Labor
Employment and Training Administration

OMB.Approval No. 1205-0134
Expiration Date: November 30, 2012

Agricultural and Food Processing Clearance Order ETA From 790
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

1. Employer's Name and Address (Number, Street, City, State, Zip Code)/ Nombre y Dirección del Empleador (Numero, calle,ciudad, código postal)
FAIRVIEW ORCHARDS, INC.
50 BARNUM RD., AYER, MA 01432
Telephone number/tele'fono: (978) 772-3321 Fax: (978) 772-7809

2.Location and Direction to Work Site/Dirección del lugar de trabajo
Work sites vary day to day, workers meet at barracks. Workers will go to various sites in Groton and Lunenburg, MA - Higley St., Groton, MA - Take the RT-119W exit, exit 31 off I495 towards (SEE ATTACHMENT B, FOR COMPLETE DIRECTIONS)
(If additional space is needed, use separate sheet of paper)

3. Location and Description of Housing/Dirección y Descripción de la Vivienda
70 Barnum Rd. Ayer, MA 01432.
From Rt. 495 take exit 30 Rt. 2A West toward Ayer. Take the third right off the rotary in Ayer (Barnum Rd.) and follow to 70 Barnum Rd.
Housing is barracks style with a total capacity of 20 people
(If additional space is needed, use separate sheet of paper).ISi necesita más espacio, utilice documento adicional.)

Rec'd 6/29/11 DFT

Numbers 4, 5, 6, 7 and 8 for State use only.

4. Industry Code/Código de Industria 45-2092
5. Job Order #/No. Orden de Empleo 1095768
6.Occupational Title and Code/Titulo Ocupacional y Código
Farm Workers & Laborers, crop
7.Clearance Order Issue Date/ Fecha de Tramite 8/2/11
8. Job Order Expiration Date/ Fecha de vencimiento 9/30/2011

9. Anticipated Period of Employment/PeriodoAnticipado de Empleo
From/ Desde: 9/1/2011 To/Hasta: 11/1/2011

10. No. of Worker's Requested/No. de Trabajadores Pedidos
16

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40
Sunday /Domingo ____ Monday/Lunes 8
Tuesday/Martes 8 Wednesday /Miércoles 8
Thursday/Jueves 8 Friday/Viernes 8
Saturday/Sábado ____

12. Collect Calls Acceptedfrom/Se Aceptan Llamadas a Cobrar de:
Employer/El Empleador Yes ☐ No ☑
Local Office/LaOficina Local Yes ☐ No ☑

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

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

15. JobSpecifications/ Descripciónde l Trabajo
Work may include but not limited to, (SEE ATTACHMENT A, FOR COMPLETE JOB SPECIFICATIONS)
(If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

16. Wage Rates, Special Pay Information and Deductions/ Tarifa de Pago, InformaciónSobre PagosEspeciales y Deducciones (Rebajas)

Crop Activities / Cultivos	Hourly Wage	Piece Rate/Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES/ SI	NO	Pay Period Periodode Pago
	Salario por Hora	Pago por Pieza/ Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
Fruit Apples	$ 10.25	$		SocialSecurity / SeguroSocial	✓	☐	Weekly/Semanal
	$	$		Federal Tax Impuestos Federales	✓	☐	✓
	$	$		State Tax Impuestos Estatales	✓	☐	Bi-weekly/ cada 2 semanas
	$	$		Meals /Comidas	☐	✓	☐
	$	$		Other (specify)/ Otro	☐	✓	Other/Otro

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

17. Transportation Arrangements /ArreglosdeTransportación

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, currently $10.64 per day, 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."

(If additional space is needed, use separate sheet of paper./Si necesita más espacio, utilice documento adicional.)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el áreadeusar Contratistas Agricolaspara reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(s)? Yes/Si ☐ No ☑

If youhave checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario quo le paga al Contratista Agricolapor cada actividad?

19. Unemployment Insurance provided?Seguro deDesempleo? Yes ☑ No ☐

20. Workers' compensation insurance provided?Indemnizaciónporaccidence de trabajo: Yes ☑ No ☐

21. Are tools provided at no charge to the workers?/Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno?Yes Yes ☑ No ☐

22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no sucharrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisiónu otros beneficios porventas hechas a los trabajadores. (Si no hay ningúnacuerdo o convenio, indique "Ninguno")

NONE

23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/
Enumere todahuelga, paro o interrupciónde las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")

NONE

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radico la Oferta (incluya numero de teléfono)

DIVISION OR CAREER SERVICES
CHARLES F. HURLEY BUILDING
19 STANIFORD ST, 1ST FLOOR
BOSTON MA 02114

25. Name of Local Office Representative (include direct dial telephone number)/ Nombredel Representante de la Oficina Local (Incluya numero de teléfono)

Dolly Raja
617-626-5078

26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo,y contiene todos los materiales, términos, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Titulo del Empleador Date: 6/28/11

Edward J. O'Neill Jr President

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 jobseekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulnessof information contained on job orders submitted by employers. Nor does any job orderaccepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

Public Burden Statement

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. **This is public Information and there is no expectation of confidentiality.** Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ATTACHMENT A

JOB SPECIFICATIONS

Harvest tree fruit using a ladder and picking bucket. Workers will be required to lift approximately 40 pounds while ascending and descending a ladder on a sustained basis. Place ladders (up to 24 feet) against tree limb, climb ladder, secure footing and pick fruit carefully placing it into picking bucket. Climb down ladder and gently empty fruit into designated field container. Fruit should not be squeezed or handled roughly to avoid bruising. On a short term basis may perform other harvest related tasks such as general farm labor. Work is performed out of doors sometimes under conditions of heat, cold, and rain.
1 months experience in duties listed required.

ATTACHMENT B

LOCATION AND DIRECTIONS TO WORK SITES

Continued from page 1 Line. 2 - Higley St (continued) - Take the RT-119W exit, exit 31 off of I-495 toward Groton. Follow for approx. 6 miles and take slight left onto Old Ayer Rd., go .3 mi and turn right onto Peabody St, go .3 mi and turn right onto Higley St, go .3 mi. and the orchard is on right.

Old Ayer Rd., Groton, MA - Take the RT-119W exit, exit 31 off of I-495 toward Groton. Follow for approx. 6 miles and take slight left onto Old Ayer Rd go .8 mi and the orchard is on your right.

Whitman Rd., Groton, MA - Take the RT-119W exit, exit 31 off of I-495 toward Groton. Follow for approx. 5.9 miles and take a right on Lovers LN, go .3 mi and turn right on Whitman Rd. (portions unpaved) go .4 mi and the orchard is on the right.

Fairway Dr., Groton, MA - Take the RT-119W exit, exit 31 off of I-495 toward Groton. Follow for approx. 5.9 miles and take a right on Lovers LN, go .1 mi and turn left on Fairway Dr. (portions unpaved) go .4 mi and the orchard is on the left.

Lancaster Ave., Lunenburg, MA – Take the MA-2 W exit, exit 29B off of I-495 toward Leominster. Go 9.9 mi and take exit 35 toward Rt-70/Lancaster/Lunenburg. Turn right onto MA-70/Lunenburg Rd. Stay straight and follow MA-70 for approx 1.1 mi. Turn left onto Leominster Shirley Rd. After approx.6 mi turn slight right onto Lancaster Ave. Orchard is approx 1.7 mi. on your left.

To whom it may concern:

All work sites are indeed owned or controlled by Fairview Orchards, Inc.

Sincerely,

Edward J. O'Neill Jr.

Edward J. O'Neill Jr.

FORM ETA 790 AND ETA 9142 ATTACHMENTS

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

Attachment 1.

The employer assures that the working conditions comply with applicable Federal and State minimum wage, child labor, farm labor, contractor registration and other employment related laws.

A. CLARIFICATIONS OF ITEMS ON FORM ETA 790 AND 9142

Item 3 - Housing:

a) Housing will be clean and meet the applicable Federal and State Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, othen 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.

b) No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment with the employer.

c) Employer will ☐ will not ☑ provide 3 meal per day. Employer will charge _____ a day. If meals are not provided then the employer will furnish free cooking facilities so workers may prepare their own meals. Free transportation will be provided once a week to grocery store so workers can purchase their groceries.

d) I request that my order be granted conditional entry into the Interstate and Intrastate Clearance System. I assure that the worker housing will meet the applicable Federal Standards not later than 8/1/2011 Which is at least 30 days in advance of my date of need reflected in the attached ETA 9142 and ETA 790.

e) The housing is barracks ☑ single rooms ☐ number of rooms 1 capacity 20. The construction is wood frame ☑ block or concrete ☐ the floors are concrete ☐ wood ☑.

Item 10 -Number of workers requested:

Employer is seeking certification for 16 H-2A workers. The total number of workers (both H-2A and non H-2A) employer expects to hire for the work activities listed in this job order during the contract is 16. These numbers are estimates only as total workforce needs are dependent on weather, crop conditions, worker availablity and other factors.

Item 11 - Anticipated Hours of Work:

8 hours per day is normal. The worker may be requested but not required to work 12 hours per day and/or the Sabbath depending upon the conditions at the worksite, weather, and maturity of the crop.

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

a) Workers will be paid on an hourly basis for all hours worked at the Wage Rate in effect at the time the work is performed, required at 20 CRF 655.122 (l) and 655.120 (a). The required wage may be different than it is at the time of filing this job offer.

The rate is based on: AEWR $10.25 Prevailing Wage _____ Employer's offer _____

Attachment 2

b) If piece rate earnings for total hours of work at a piece rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make up pay to the guaranteed minimum rate.

c) If so requested by the worker, the employer will transfer certain amounts of worker's earnings in a manner consistent with the worker's instructions.

d) The employer guarantees to offer employment for a minimum of 3/4 of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first workday after worker's arrival at the place of employment and ending on the expiration date specified in the work contract of extensions thereof. In Act of God terminations, the 3/4 guarantee period ends on the date of termination. Worker is not required to work more than 8 hours per day except when otherwise stated in the job order or on the worker's Sabbath or Federal holidays to meet the guarantee period.

e) The employer will provide workers referred through the interstate clearance system 40 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If employer fails to notify the order holding office, then employer shall pay an eligible worker referred through the clearance system $ 410.00 for the first week starting with the anticipated date of need.

If the worker referred fails to notify the order holding office of continued interest in the job no sooner than 9 working days and no less than 5 working days before the date of need the migrant worker will be disqualified from the above mentioned assurance.

Item 20- Workers Compensation:

The employer assures that Policy # XAUB-2045T43-2-11 issued by TRAVELERS INSURANCE COMPANY provides the required insurance for injuries arising out of and in the course of employment. The employer further guarantees that if the policy ends during this contract period the employer will obtain continued coverage without a lapse in coverage.

B. OTHER CLARIFICATIONS AND ASSURANCES

1. The employer agrees to abide by the regulations at 20 CFR 655.122, 20 CFR 655.135 Assurances, 20 CFR 653.501, 654.403.

2. Employer Obligation if Employment Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

3. Employer Notification of Changes in Employment Terms and Conditions: The employer will expeditiously notify the order holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

4. Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

Attachment 3

5. Training: The employer will provide 2 days of training and/or allow 3 days of work for worker to reach production standards if applicable.

6. Wage Statement: The employer will furnish each worker on or before each pay day written statements which, comply with the regulations at 20 CFR 655.122(k).

1) The worker's total earnings for the pay period.
2) The worker's hourly rate and/or piece rate of pay.
3) The hours of employment which have been offered to the worker.
4) The hours actually worked by the worker.
5) An itemization of all deductions made from the worker's wages.
6) If piece rates are used, the units produced daily.
7) Beginning and ending dates of pay period
8) Employers name, address, and FEIN

Remove Production Standards per J.F. 7/12/11

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

☑ For Apple harvesting 8 bu. per. Hour with no more than 5% bruising.

☑ For work which does not have an established minimum productivity amount, and which is measurable, the level of production shall be not less than 75% of the average output of the employers experienced workers.

8. Termination: Employer may terminate the worker with notification to the Employment Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach production standards when applicable. In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an act of god, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

9. Worker Agreement: A copy of the contract or this Job Clearance Order will be provided to the worker by the employer no later than when the worker is recruited or applies for their work visa.

10. Farm Labor Contractor: The employer assures that if acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on the order, he has a valid FLC certificate or FLCE identification card.

11. US worker qualifications: All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

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

14. Transportation to Work: For workers who are provided housing, transportation at no cost to the worker will be provided between the housing and the worksite. The transportation provided will be in accordance with applicable laws and regulations.

15. Employees who are H2A workers are notified that they are required to leave the U. S. at the end of the period of certified employment, or if separated from employment early, unless the H2A worker is being sponsored by an employer ,for a future H2A contract.