U.S. Department Labor
Employment and Training Administration

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

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

1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/ Nombre y Direccion del Empleador (Numero, Calle, Ciudad, Estado y Código Postal)

FAIRVIEW ORCHARDS, INC.
50 BARNUM RD
AYER, MA 01432

Telephone number/Teléfono (978) 772-3321 Fax: (978) 772-7809

Nos. 4 - 8 for STATE USE ONLY
Números 4 a 8 para USO ESTATAL

4. Industry Code/Código Industrial: 111331

5. Job Order No. /Num. de Orden de Empleo: 1670247

6. Occupational Title and Code /Título Ocupacional y Código: Farm Workers & Laborers, crop

7. Clearance Order Issue Date / Fecha de Tramite: 1/25/13

8. Job Order Expiration Date / Fecha de Expiración: 7/22/13

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: 3/1/2013 To/Hasta: 12/15/2013

10. No. of Workers Requested / Num. de Trabajadores Solicitados: 1

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40

Sunday / Domingo ____ Monday / Lunes 8
Tuesday / Martes 8 Wednesday / Miercoles 8
Thursday / Jueves 8 Friday / Viernes 8
Saturday / Sabado ____

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

Employer / Empleador Yes/Si ☐ No ☑
Local Office / Oficina Local Yes/Si ☐ No ☑

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo

Work sites vary day to day, workers meet at barracks. Workers will go to various sites in Groton and Lunenburg, MA

9 Higley St., 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 .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

36 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 .6 mi and the orchard is on your right.

100 Whitman Rd., Groton, MA - Take the RT-119W exit, exit 31 off of I-495 toward (SEE ATTACHMENT B FOR COMPLETE DIRECTIONS)

(If additional space is needed, use separate sheet of paper/ Si necesitas mas espacio, utilices otra hoja de papel)

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

The housing is Barracks x , single rooms ,
number of rooms 1 capacity 20 ,
wood frame x , block or concrete ,
floors are concrete , wood x .

(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)

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ON 1/24/2013

13. Board Arrangements / Arreglo de Alojamiento

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.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

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 phone number listed in item 1 on this page, during normal business hours to request an interview.

15. Job Specifications / Especificaciones del Trabajo

May perform any combination of tasks related to the planting, cultivating and harvesting of fruit including, but not limited to, operate tractor, repair and maintain farm vehicles, implements and mechanical equipment, pruning, weeding, thinning, spraying, mowing, irrigating, and harvesting. May use hand tools such as ladder and picking bucket. 1 months experience in duties listed required.

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(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 Info... ...ion and Deductions / Tarifa de Pago, Información So... ...agos Especiales y Deducciones (Rebajas)

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions / Deducciones	Yes/Si	No	Pay Period / Periodo de Pago
Apples	$ ~~10.56~~	$		Social Security / Seguro Social	☑	☐	Weekly / Semanal
	$ 10.91	$		Federal Tax / Impuestos Federales	☑	☐	☐
	$	$		State Tax / Impuestos Estatales	☑	☐	Bi-weekly / Quincenal
	$	$		Meals / Comidas	☐	☑	☐
	$	$		Other (specify)/ Otro (especifica)	☐	☑	Other / Otro ☐

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 CRF 655.122 (f) and 655 120 (a). The required wage may be different than it is at the time of filing this job offer.

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel) attachment 1 item 1. a. b.c.d.e

17. 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, currently $~~10.73~~ 11.13 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 necesitas más espacio, utilices otra hoja de papel)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity(ies)? ¿ Es la práctica habitual de usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si ☐ No ☑

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario que le pagas al Contratista de Trabajo Agrícola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes/Si ☑ No ☐

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ☑ No ☐

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores? Yes/Si ☑ No ☐

22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None") / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")

none

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DATE

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

none

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radicó la oferta (incluya el número de teléfono)	25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa)
DIVISION OF CAREER SERVICES CHARLES F. HURLEY BUILDING 19 STANIFORD ST, BOSTON MA 02114	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 del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Edward J. O'Neill

Employer's Signature & Title/ Firma y Título del Empleador Date: 12/20/12

READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.
LEA CON CUIDADO. En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractuales a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes.

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

ETA Form 790 (Revised Oct. 2010)
Previous versions not usable

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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 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: ~~$10.56~~ 10.41 AEWR _____ Prevailing Wage
_____ Federal or State minimum. _____ Employers offer.

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 $ ~~422.40~~ 436.40 for the first week starting with the anticipated date of need. If the worker referred fails to notify the order holding office of

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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 # XAUB-2045T43-2-1 /2 issued by TRAVELERS CASUALTY AND SURETY CO 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.

Comment: The assurance in § 654.403 needs to be in the request for conditional access.

[No assurance numbered 2 or 3].

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.

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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:

X ___ For Apple harvesting 8 bu. per hour with no more than 5% bruising.

X ___ 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.

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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 $11.13 per day and a maximum of $46.00 per day for workers with documentation of actual expenses.

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ATTACHMENT B
LOCATION AND DIRECTIONS TO WORK SITES

100 Whitman Rd., Groton, MA (continued) - 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.

73 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.

932 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 3S 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.

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ACTION
FINAL PROC. ON 1/24/2013