



**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)

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):

Paradocx Vineyard, Ltd.  
1833 Flint Hill Rd  
Landenberg PA 19350

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:  
23-2957418

b) Telephone Number / Número de Teléfono:  
610-444-9003

c) Fax Number / Número de Fax:  
(610) 255-5682

d) E-mail Address / Dirección de Correo Electrónico:  
dani@h2laborassistance.com

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:  
1833 Flint Hill Rd Landenberg, PA 19350: From Chesterville, start out going northwest on N Creek Rd toward Chesterville Rd. Take the 1st left onto Chesterville Rd/PA 841, take the 1st left onto Flint Hill Rd. Destination on the right. Location is a fixed site.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:  
440 Chesterville Rd Landenberg, PA 19350: From Chesterville, start out going northwest on N Creek Rd toward Chesterville Rd. Take the 1st left onto Chesterville Rd/PA 841. Destination is on the left.

a) Description of Housing / Descripción de la vivienda:  
Single family dwelling has 4 bedrooms

Housing will be clean and meet local, state or 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, will be deducted from the earnings of the workers found to have been responsible for the 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. If both male and female workers are hired, separate toilet, shower facilities and sleeping rooms will be provided by the employer.

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

4. SOC (ONET/OES) Occupational Code / Código Industrial:  
45-2092.01

5. Job Order No. / Num. de Orden de Empleo:  
8433477

a. SOC (ONET/OES) Occupational Title / Título Ocupacional:  
Nursery Workers

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):  
479 Thomas Jones Way STE 500  
Exton, PA 19341

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):  
Kenneth Costello

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:  
2/27/2015

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:  
8/23/2015

9. Anticipated Period of Employment / Período anticipado de Empleo:  
From / Desde: 4/26/2015 To / Hasta: 12/20/2015

10. Number of Workers Requested / Número de Trabajadores Solicitados:  
3

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

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

(Please see Attachment #11)

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:  
40

13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:  
Employer / Empleador: Yes / Sí  No

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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.

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals.

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referr 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.

Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may:

Call for an interview during normal business hours [between the hours of 8am and 4pm Mon. - Fri.]

Contact: Kelly Daly

At: 610-444-9003

Telephone interviews may be conducted during normal business hours as stated above.

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

Workers will primarily perform canopy management tasks throughout the vineyard such as : pruning; tying down canes; leaf removal from fruit zone; shoot thinning and positioning; suckering vine trunks; secondary fruit removal; fruit thinning; and harvesting grapes. Use of required tools are provided such as pruning shears, loppers, harvest shears (Felco#310), and tractor equipment such as a John Deere 2210 HST. Workers may also transplant grape vines, repair and construct trellises and fencing as needed.

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: \_\_\_\_\_

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 type="checkbox"/> Lifting requirement / Levantar o Cargar _____ 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 / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidades	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Grapes	\$ \$11.29	\$ N/A	None	Social Security / Seguro Social	* <input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax / Impuestos Federales	* <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
							<input type="checkbox"/>
							Other/Otro
							<input type="checkbox"/>

(Please see Attachment #17)

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

Worker will not receive any bonuses. If any advance are made to workers, it will be deducted from their checks. Any willful destruction of property will also be deducted.

19. Transportation Arrangements / Arreglos de Transportación

Employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation (if it is the prevailing practice.) If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period.

The employer will also provide advance subsistence at a minimum amount of \$11.86 per 24 hour period of travel from the place of recruitment to the place of employment (if it is the prevailing practice.)

Workers who provide receipts for meals and non-alcoholic beverages in excess of \$11.86 will be reimbursed during the first pay period, up to the maximum of \$46.00 per 24-hour period of travel from place of recruitment to the place of employment (if it is the prevailing practice.)

Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were advanced and/or reimbursed to the worker.

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment (travel reimbursement subsistence will be the minimum amount of \$11.86 per 24 hour period of travel and maximum of amount will be \$46.00 per day from the place of employment to the place of recruitment. Due to subsequent employment with another employer who agrees to pay such costs, in which the employer will only pay for the transportation and subsistence 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.

Upon completion of the work contract, employer will pay reasonable costs (most economical) of return transportation and subsistence in accordance with current rates published in the Federal Register (currently no less than \$11.86 per day without receipts and up to \$46.00 per day with receipts as the maximum amount to be reimbursed. (Per 20CFR655.173.)

The employer will not be responsible for providing the cost of return transportation and subsistence from the place of employment to the place of recruitment if the worker voluntarily abandons the job or is terminated for just cause.

Free transportation will be provided from the housing location to the worksite and return each day.

\* According to IRS publication #51 - Taxable wages 3. H2A workers are exempt from Social security Medicare Taxes. Also Exempt from collecting withholding - but must provide Social Security # and provide 1099 MISC.

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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?

N/A

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/S  No

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

Kelly Daly

Manager

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

  
Employer's Signature / Firma y Título del Empleador

2/24/15  
Date / Fecha

**READ CAREFULLY.** In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

**LEA CON CUIDADO.** En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractual 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 PUBLICA

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.

**Item 11 Continued ANTICIPATED HOURS OF WORK:**

8 Hours per day is normal. The worker may be requested but not required to work 0 hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields or orchards, weather or maturity of the crop.

Workers may be reached at the following address and phone number:

1833 Flint Hill Rd  
Landenberg PA 19350

Phone: 610-444-9003

**Item 17. Wage Rates, Special Pay Information and Deductions:**

The Adverse Effect Wage Rate (AEWR) of \$11.29 per hour. Pay the wage that is the highest of the AEWR, the prevailing hourly wage rate or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment. Employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the workers' piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

The job offer includes the following crop activity, any minimum productivity standards and rates of pay per unit:  
*(Include all crops and activities not listed on the ETA 790, Item 16)*

NONE

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage. 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 day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the 3/4 guarantee period ends on the date of termination.

Workers will be paid Friday (day of the week) each payroll period and will be provided with an earnings statement which contains at a minimum, the hours actually worked, total earnings, hourly rate or piece rates with units produced daily [if piece rates are used], all deductions hours of employment offered, beginning and end dates of pay period and employer's name address and FEIN. The statement will comply with 20CFR655.122(k).

Employer will provide a worker referred through the interstate clearance 40 hours for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding 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 systems \$451.60

for the first week starting with the originally anticipated date of need. Employer will not require worker to perform alternative work if the guarantee cited in this section is invoked. If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above-mentioned assurance.

The worker(s) will not be engaged in work defined by the U.S. Environmental Protection Agency and/or as requiring pesticide safety training. (N/A)

All earnings records or statements will be available for inspection or transcription by the secretary or a duly authorized representative, and by the worker or representative designated by the worker.

If employer provided timely notification to NPC and DHS in the case of termination for cause or voluntary abandonment, the employer will be relieved of the cost of subsequent transportation and subsistence and the 3/4 guarantee.

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 Kelly Daly Date: 2/24/15

Employer's Signature Kelly Daly

**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.**

ETA 790 Attachment

Employer: Paradocx Vineyard, Ltd.  
1833 Flint Hill Rd  
Landenberg PA 19350-

**OTHER CLARIFICATIONS AND ASSURANCES:**

**TERMINATIONS:**

The employer may terminate the worker with notification to the Employment Service 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 production standards are 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 pay or provide reasonable costs of return transportation and subsistence to the place of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

**EMPLOYER FURNISHED TOOLS AND EQUIPMENT:**

Employer will furnish without costs, all tools, supplies, or equipment required in the performance of work

**INJURIES:**

The employer will provide Workers Compensation or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA office before certification is granted.

**FIFTY PERCENT RULE:**

The employer shall provide employment to any qualified, eligible U.S. worker who applies to the employer until 50 percent of the period of the work contract has elapsed. Start of the work contract timeline is calculated from the first date of need stated on the Application for Temporary Employment Certification under which the foreign worker who is in the job was hired.

**EMPLOYER OBLIGATION IF EMPLOYMENT IS EXTENDED:**

No extension of employment beyond the period of employment specified in the job order will 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.

**TERMS AND CONDITION CHANGES:**

Employer will expeditiously notify the order holding office or State agency by telephone/writing immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the term and conditions of employment.

**OUTREACH WORKERS:**

Outreach workers shall have reasonable access to the worker(s) in the conduct of outreach activities pursuant to 20CFR653.107 and 20CFR653.501.

**THREE-FOURTHS GUARANTEE:**

The employer guarantees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the work place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any.

**PROOF OF RIGHT TO WORK:**

All workers under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

**AGRICULTURAL WORK AGREEMENT (ETA 790/ATTACHMENTS):**

A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences.

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ETA 790 Attachment

Employer: Paradox Vineyard, Ltd.  
1833 Flint Hill Rd  
Landenberg PA 19350-

**CONTRACT IMPOSSIBILITY:**

The employer may terminate the work contract of any whose services 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. In the event of such termination, the employer will be bound by the 3/4s guarantee from the first workday after arrival to the date of termination. The employer will make efforts to transfer the worker to other comparable employment both acceptable to the worker and consistent with existing immigration law, as applicable. If such transfer is not affected – employer will (1) return worker, at employer expense, to the place from which the worker came to work for the employer or transport the worker to the workers next certified H2A employer, whichever the worker prefers; (2) reimburse the worker the full amount of any deductions made from the workers pay for transportation and subsistence expenses to the place of employment; (3) pay the worker for any costs incurred by the worker for transportation and daily subsistence to employers place of employment (as specified in ETA790 Item 17). Whether such an even constitutes a contract impossibility will be determined by the CO

**NUMBER OF WORKERS**

The employer expects the total number of workers to be used in this occupation to be 20 of which 3 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions and worker availability.

**OTHER:**

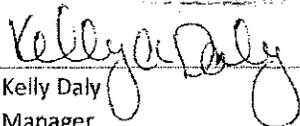
The employer agrees to abide by the regulations at 20CFR655.135 Assurances and 20CFR653.501. The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits and working conditions as those which the employer offers or intends to offer to non-immigrant workers.

**ASSURANCE OF RENEWAL OF WORKER'S COMPENSATION COVERAGE DURING WORK CONTRACT**

This serves as an assurance that should my worker's compensation insurance policy expire during the work contract period in which I employ workers under the H-2A program, I will renew my worker's compensation insurance policy to cover the workers.

Additionally, once I do renew the worker's compensation policy, I will provide the company's name, policy number, and effective dates to the Certifying Officer, US Department of Labor, ETA, OFLC, Federal Building, 536 South Clark Street, 9th Floor, Chicago, IL 60605-1509

**Employer requests permission for conditional entry into the Interstate and Intrastate Clearance System and assures that the worker housing will be available for inspection and in compliance with applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.**

  
\_\_\_\_\_  
Kelly Daly  
Manager

2/24/15  
\_\_\_\_\_  
Date

FEB 25 2015