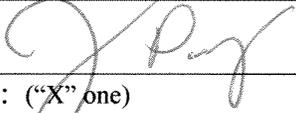


1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: VA 280586	3. Date of acceptance by CNPC: 4/24/12
5. From: Rural Services Manager Virginia Employment Commission P O Box 1358 Richmond, VA 23219	4. Employer Name: Timberland Mulch & Farm 6. OES Job Code, Title and Number of Positions Available 45-2092-01 NURSERY WORKER 6 Positions	
7. Please note the following concerning the above job order: The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance		
8. By: (Typed name of ES Agency Representative) Jason Padgett	Title: Rural Services Manager	Telephone Number: 804-786-8714
Signature: 		Date Signed: 4-25-12
9. Receiving State Office: ("X" one) <input type="checkbox"/> Accepted (If accepted, list local offices extended to) <input type="checkbox"/> Rejected (If rejected, provide reasons)		
Comments:		
10. By: ES Agency Representative	Telephone Number:	Date Signed:



**U.S. Department of 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 Dirección del Empleador (Número, Calle, Ciudad, Estado y Código Postal)

Timberland Mulch & Farms, Inc.
6285 Floyd Hwy., S.
Willis, Virginia 24380

Mailing Address:
P. O. Box 172
Willis, Virginia 24380

Alternate phone number: (540) 312-5556 - cell

Telephone number/Teléfono: (540) 7898-7270 Fax: (540) 789-7211

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo
The work site is located at 6285 Floyd Hwy., S., Willis, VA 24380

From the town of Floyd, take 221, 12.7 miles. Work site is on left at 6285
Floyd Hwy S., Willis, Virginia 24380

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

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

Housing is located at:
3268 Webbs Mill Road N., Floyd Virginia 24091

From the town of Floyd, take VA-8 N for 6.2 miles, destination is on the left.

Wood-framed house
3 bedrooms with 6 beds
2 bathrooms
Kitchen with 2 refrigerators and 2 stoves with cooking utensils

This is a rental property that meets all local, state, and OSHA health and safety standards.

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

Nos. 4 - 8 for STATE USE ONLY Numeros 4 a 8 para USO ESTATAL	
4. Industry Code/Código Industrial <u>111 421</u>	5. Job Order No./Num. de Orden de Empleo <u>VA 280586</u>
6. Occupational Title and Code (Título Ocupacional y Código) <u>45-2092.01 Nursery Worker</u>	
7. Clearance Order Issue Date / Fecha de Tramite <u>RURAL SERVICES UNIT</u>	<u>4-3-12</u>
8. Job Order Expiration Date / Fecha de Expiración <u>12-28-12</u>	<u>9-17-12</u>

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: 06/08/2012 To/Hasta: 12/28/2012

10. No. of Workers Requested / Num. de Trabajadores Solicitados
6

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

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

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

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

13. Board Arrangements / Arreglo de Alojamiento

Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries. workers will provide their own meals.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Thomas Bolen
6285 Floyd Hwy., S.
Willis, VA 24380

Office (540) 789-7270 or (540) 312-5556 - cell
Monday - Friday 8:00 a.m. to 5:00 p.m.
(Call for an interview during normal business hours at the number listed on the ETA -790.)

15. Job Specifications / Especificaciones del Trabajo

Christmas Tree Farm Worker plants, cultivates and harvest evergreen trees on Christmas-tree farm. Remove brush, ferns, and other growth from planting area using mattock and brush-hook. Plants seedlings using mattock or dibble. Clear, clean fields, fertilize, mow, weed-eat, spray, prune, trim trees. Scatters fertilizer pellets over planted areas by hand. Shears tops and limb tips from trees using machete and pruning shears to control growth, increase limb density, and improve shape. Complete tasks such as digging, baling, cutting, moving the trees to a roadside pick-up and loading the harvest, this is done in December. The work done before planting tree seedlings plays an important role in the overall success of a Christmas tree crop.

(Please note, we are filing late in the season and would normally have a start date of March 12, 2012. So, due to the

In Spanish:

Vivero de Árboles de Navidad: El trabajador planta, cultiva y cosecha los pinos en un vivero de árboles de navidad. Quita la maleza, los helechos y otras hierbas malas del área de plantación, utilizando un zapapico y un azadón. Siembra las plantas de semillero, utilizando el zapapico o el almocafre. Limpia el sembradío, fertiliza, recorta, deshierba, rocía herbicida y poda los árboles. Esparce a mano los gránulos del fertilizante sobre las áreas sembradas. Poda las puntas de los árboles, así como las puntas de las ramas, utilizando un machete y las tijeras para podar, para controlar su crecimiento, aumentar la densidad de las ramas y mejorar su forma. Excava, tala y embala los árboles, para luego trasladarlos a un sitio de acopio a un lado de la carretera,

(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, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions	Yes/Sí	No	Pay Period Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
Trees	\$ 9.70	\$ N/A	N/A	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 checked="" type="checkbox"/>
	\$	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify)/ Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago
Other deductions for advances, willful destruction of property.

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

17. Transportation Arrangements / Arreglos de Transportación

The 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 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")

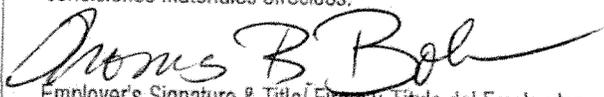
None
Ninguno

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 incidentes de este tipo, indique "Ninguno")
None

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)
Virginia Employment Commission (804) 786-6094
206 Third Avenue
Radford, Virginia 24141-4706

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)
Mr. Jerry Buttersworth (540) 831-5980

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.


Employer's Signature & Title / Firma y Título del Empleador

Date: 3-23-12

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.

ATTACHMENT OF ASSURANCES TO ETA 790 OMB
CONTROL NO: 1205-0134

Item 2: LOCATION AND DIRECTIONS TO WORKSITE(S):

The worksite is located at 6285 Floyd Hwy., S. Willis, VA 24380. (Floyd County)

The directions to the worksite are: From the town of Floyd, take 221, 12.7 miles. Worksite is on left.

Item 3: LOCATIONS(s) AND DESCRIPTION(s) OF HOUSING (List total number of housing Unit(s) that will be utilized to house total capacity of workers requested on ETA 790, Item 10):

Housing is located at: 3268 Webbs Mill Rd., N. Floyd, VA 24091 (Floyd County)

Directions to housing: From the town of Floyd, take VA-8 N for 6.2 miles, destination is on the left.

Description of housing: Wood-framed house
3 bedrooms with 6 beds
2 bathrooms
Kitchen with 2 refrigerators and 2 stoves with cooking utensils
A/C and heat

This is a rental property that meets all local, state, and OSHA health and safety standards.

Housing will be clean and meet 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, will be deducted from the earnings of 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. *If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer.*

The 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.



3-23-12

ITEM 11: ANTICIPATED HOURS OF WORK:

Eight hours per day is normal. The worker may be requested, but not required, to work 8 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:

ADDRESS: 6285 Floyd Hwy. S, Willis, VA 24380
PHONE NUMBER (540) 789-7270

ITEM 13 - BOARD ARRANGEMENTS: *(Check Appropriate Item(s))*

The employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntarily basis) transportation to assure workers access to stores where they can purchase groceries and/or other incidentals.

The employer will provide workers three meals per day and will deduct \$ ____ per day from each worker for meals.

ITEM 14 - REFERRAL INSTRUCTIONS: *(Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)*

Contact Thomas or Amy Bolen Office ((540) 789-7270 or (540) 312-556 Monday - Friday 8:00 a.m. to 5:00 p.m.
6285 Floyd Hwy. S, Willis, VA 24380

(Call for an interview during normal business hours at the numbers provided.)

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

Call for an interview during normal business hours at the number listed on the ETA 790 form

Report to the farm office or worksite listed on the ETA 790.

Other (describe) _____

ITEM 16 - WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:

HOURLY WAGE RATE:

(a) The Adverse Effect Wage Rate (AEWR) of \$9.70 per hour. Pay the wage that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment. The 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 worker's piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

This 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 ETA 790, Item 16)*

N/A _____

(b) The following deductions will be made:

_____ Taxes, if applicable under Federal, State, and local law from U.S. Workers;
_____ FICA Taxes _____ FUTA Taxes Federal Income Tax Withholding
 State
 Advances;
_____ Meals;
 Willful destruction of property;
 Other (Specify) Recovery of any lost to Ranch due to damage (beyond normal wear and tear) or loss of equipment, housing or furnishing, caused by worker (if any); and any other deductions expressly authorized by the worker in writing.

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.

(c) The employer will _____, will not pay the worker a bonus of \$_____.

Based on Quality Picking _____
End of Season _____ Other _____.

Anticipated date by which payments will be made: _____

(d) The employer guarantees to offer employment for a minimum of ¾ 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's 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 ¾ guarantee period ends on the date of termination.

(e) Payroll Periods will be X Weekly: _____ by-weekly: Workers will be paid on 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, (piece rates/ number of units (if piece rates are used)), and all deductions. The statement will comply with 20CFR 655.122(j).

(f) Employer will provide a worker 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 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 system \$9.70 an hour, for the first week starting with the originally anticipated date of need. Employer will _____ (or) will not X require worker to perform alternative work if the guarantee cited in this section is invoked. Alternate work may be provided if the guarantee cited in this section is invoked. The alternate work and pay will be:

_____.

The workers (will) _____ (or) (will not) X be engaged in work defined by the U. S. Environmental Protection Agency and/or as requiring pesticide safety training. If "will" – employer must provide proof of Virginia Department of Agriculture training authorization/certificate marked _____.

ITEM 17 - TRANSPORTATION ARRANGEMENTS:

The 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 \$ N/A per 24-hour period of travel from 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 \$ N/A will be reimbursed during the first pay periods, up to the maximum amount of \$ N/A 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 \$11.13 per 24 hour period of travel and the maximum 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 of return transportation and subsistence in accordance with current rates published in the Federal Register (currently no less than \$ 10.73 per day without receipts and up to \$46.00 per day with receipts at the maximum amount to be reimbursed. (Per 20 CFR 655.173.)

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.

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 productions standards when production standards are applicable.

Contract impossibility. 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)(1) 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:

Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers;

Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and

Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's 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.

Rental and/or public accommodations. Rental or public accommodations or other substantially similar class of habitation must meet local standards for such housing. In the absence of applicable local standards, State standards will apply. In the absence of applicable local or State standards, DOL OSHA standards at 29 CFR 1910.142 will apply. Any charges for rental housing must be paid directly by the employer to the owner or operator of the housing. The employer must document to the satisfaction of the CO that the housing complies with the local, State, or Federal housing standards.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

TRAINING: Training will be provided for 0 days and workers will be allowed 0 days to reach the production standards of the activity.

PRODUCTION STANDARDS: Worker will be expected to meet the following production standards after completion of training or break-in period, if applicable: (List the production standards for each activity if production standards are applicable):

 N/A

INJURIES: The employer will provide Workers Compensation Insurance 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 field office before certification is granted. **DOL CNPC will not grant certification if there is no valid workers compensation policy.**

EMPLOYER OBLIGATION IF EMPLOYMENT 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: The 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 terms and conditions of employment.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker(s) in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

CONTRACT IMPOSSIBILITY: 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)(1) 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 employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers;
- (2) Reimburse the worker the full amount of any deductions made from the worker's 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 employer's 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.

PROOF OF RIGHT TO WORK: 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.

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.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 6, of which 6 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 20 CFR 655.135, Assurances, and 20 CFR 653.501. 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.