



**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**

<p>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)</p> <p>Villa Milagro Vineyards, LLC 33 Warren Glen - CR627 Finesville/Phillipsburg, NJ 08865-7621</p> <p>Telephone number/Teléfono: 908-995-2072 Fax: 908-995-8861</p> <p>2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo</p> <p>Villa Milagro Vineyards 33 Warren Glen - CR627 Finesville (Phillipsburg), NJ 08865-7621</p> <p>Directions: From I-78, take Exit 4 toward Stewardsville/Warren Glen. Go left off the ramp onto Main St. Continue across NJ173 onto Maple St. At "T" intersection, go right onto CR639. Travel to stop sign where CR519 merges from the right. Stay straight and road becomes CR627. Travel 3.5 miles from stop sign to entrance #33 on right just after the only 30mph sign.</p> <p><i>(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)</i></p> <p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>91A Jefferson Street, Phillipsburg, NJ 08865</p> <p>Directions: Apartment is located on Jefferson which intersects South Main St in downtown Phillipsburg. From I-78, take Exit 2 onto US 22 East. At the 3rd stop light go left onto CR519 South. At the second stop light stay right of the "Y" to go onto South Main. Travel to Jefferson - one way north. Make 1st left after Jefferson onto Stockton St. Next left onto Cedar Alley then left onto Jefferson.</p> <p>Please see Attachment ETA-790-Item 3</p> <p><i>(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)</i></p>	<p>Nos. 4 - 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>	
	<p>4. Industry Code/Código Industrial</p> <p>1113322</p>	<p>5. Job Order No./Num. de Orden de Empleo</p> <p>NJ0842040</p>
	<p>6. Occupational Title and Code /Título Ocupacional y Código</p> <p>Farmworker-Vineyard, 45-2092.02</p>	
	<p>7. Clearance Order Issue Date / Fecha de Tramita</p> <p>01/11/2013</p>	
	<p>8. Job Order Expiration Date / Fecha de Expiración</p> <p>07/21/2013</p>	
	<p>9. Anticipated Period of Employment / Período Anticipado de Empleo</p> <p>From/ Desde: 3/11/2013 To/Hasta: 11/30/2013</p>	
	<p>10. No. of Workers Requested / Num. de Trabajadores Solicitados</p> <p>Five (5)</p>	
	<p>11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40</p> <p>Sunday / Domingo 0 Monday / Lunes 7 Tuesday / Martes 7 Wednesday / Miércoles 7 Thursday / Jueves 7 Friday / Viernes 7 Saturday / Sábado 5</p>	
	<p>12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador Yes/Si <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Local Office / Oficina Local Yes/Si <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	

13. Board Arrangements / Arreglo de Alojamiento

The employer furnishes an apartment with a free and convenient cooking and kitchen facility to enable workers to prepare their own meals. The separate eat-in-kitchen includes a full size refrigerator, four burner stove with oven, microwave oven and coffee maker along with basic cookwares and serving dishes.

The apartment is located 1/2 block from a grocery store to which workers can walk for food supplies. The market specializes in Latin American supplies as well as fresh produce and dairy products. Supermarkets are located within a mile of the apartment with local public transportation available to the markets as well as transportation provided by the employer.

Multiple inexpensive restaurants are also located within a block or so of easy walking from the apartment, including Chinese, Indian, Italian and Latin American restaurants.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Referrals under this job order should be made to the Phillipsburg Office of the New Jersey Department of Labor and Workforce Development at the address and telephone number listed in Item #24. This office is open weekdays, Mondays through Fridays from 9:00am until 5:00pm to accept applications, referrals and telephone calls. All applicants should be thoroughly familiarized with the job specifications and terms and conditions of employment before a referral is made. Only workers meeting all qualifications for employment, who are eligible for employment in the United States, and who will be available at the time and place needed should be referred to Villa Milagro Vineyards. Employer will accept referrals that may apply directly or be referred from any other source. The job seeker will be informed of the terms and conditions of the job by the information contained in the New Jersey job order.

Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires and others 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 form
- Other (Describe) call between 8:00am-4:00pm Mon-Fri

15. Job Specifications / Especificaciones del Trabajo

Must be able to work outdoors in dusty and dirty conditions, in extremes of heat, cold and humidity, and in inclement weather. Must be able to crouch, bend and sit on the ground, reach and lift and carry items weighing up to 75 pounds. Must be able to listen to, understand and follow simple instructions of field operations leaders and supervisors. No prior experience is required, but is certainly welcomed. Must be able to work in fields where briars, poison ivy, multiple insects and small varmin such as mice and ground hogs, will be encountered. Due to the technical nature of pruning and training vines, and its critical importance to the health and productivity of a grapevine, workers will be expected to learn and perform these tasks without injury or damage to the vines.

Workers will be involved in seasonal maintenance and care of grapevines and other agricultural crops grown on the property. Duties include manually plant, cultivate, weed, prune, train and harvest grapes; use hand tools, such as shovels, hoes, pruning shears; till soil, apply fertilizers, pesticides, herbicides and fungicides; plant and transplant vines; thin, prune and shoot position crops; harvest, clean, grade, sort, pack and handle harvested product; carry and move lugs of grapes and barrels of wine weighing up to 75 pounds; may also construct trellises, repair deer fences and farm buildings and participate in irrigation activities. On the job training will be provided for all jobs and employers will work-side-by-side with workers to insure work quality.

Please see remainder of this statement in English and Spanish attached as Assurances Statement Item 15

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/Si	No	Pay Period Periodo de Pago
Cultivos	Salario, por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
See Item 15	\$ 10.34 11.287	\$ NA	NA	Social Security / Seguro Social	<input type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$ alg	\$		Federal Tax Impuestos Federales	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax Impuestos Estatales	<input type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify)/ Otro (especifica)	<input type="checkbox"/>	<input type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago
Please see Form ETA 790 Attachment - Item 16 for further details

(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

In conformance with 20 CFR 655.122(h), alien workers will be reimbursed for transportation costs as follows:

Inbound transportation costs: For workers who complete fifty percent (50%) of the work period, the employer will reimburse the worker for costs incurred by the worker for bus transportation from their place of permanent residence to the Greyhound Bus Terminal, located at 35 So. 3rd Street, Easton, PA, 18042. Subsistence will be in accordance with current rates published in the Federal Register (currently \$46.00 per day with acceptable receipts or \$10.73 per day without receipts.)

Outbound transportation costs: If the worker completes the period of employment, the employer will provide or pay the worker's reasonable costs of transportation and reasonable subsistence from the place of employment to the place of recruitment. The amount of the reimbursement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation for the distance involved, which is deemed to be the cost of one way Greyhound Bus transportation from Easton, PA to their place of permanent residence at the time of their departure.

Please see complete statement in English and Spanish attached as Assurances Statement, Item 17

(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/Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)
One Stop Career Center - Dept. Labor & Workforce Developm't
75 South Main Street
Phillipsburg, NJ 08865

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. Lech Szymanski
908-859-0400

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: December 21, 2012

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

ASSURANCES STATEMENT
Form ETA 790 (OMB control No 1205-0134 Exp. Nov. 30, 2012) Attachments

Villa Milagro Vineyards

GENERAL CONDITIONS of EMPLOYEMENT:

The employer agrees to abide by the regulations at 20 CFR 655.122 and Assurances 20 CFR 655.135

A complete copy of the contract or Job Clearance Order, including all attachments, will be provided to each worker by the employer no later than on the day the work commences. A copy will be posted in the labor camp or at any other farmworker gathering areas.

The employer assures that the terms and conditions of this order shall be no less favorable to the worker than those contained in any existing labor contract or agreement by me, or my agent, for the same type of work.

All workers hired under this job order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States.

Workers must be able to demonstrate that they are physically able to perform the work specified in this Job Order.

Workers will not be covered by Disability Insurance.

Work performed under this job order will not be covered by Unemployment Insurance.

Pesticide and other Training:

Villa Milagro uses all organic and sustainable agricultural practices. Employer assures that workers hired under this order will be provided appropriate training regarding chemical handling and will comply with re-entry restrictions applicable to organic chemicals when used in the fields.

The employer will provide training, side-by-side instruction and supervision on all vineyard tasks and allow the workers to reach proficiency in production standards. Depending on the type of work, for example, pruning, training of vines, shoot positioning, etc, different training periods will be required. After completion of a training or break-in period, the employer expects workers to be able to perform duties with limited supervision.

Access by Authorized Agents:

The employer agrees to allow reasonable access to the workers by duly authorized Federal and State representatives including State Workforce Agency Outreach Workers in the conduction of Outreach and Field Check activities pursuant to the 20 CFR 653.107 and 20 CFR 653.503.

Termination:

Employer may terminate the worker with notification to the Employment Service local office for lawful job-related reasons and if the worker: (1) malingers or otherwise refuses without justified cause to perform duties/work for which the worker was recruited and hired in a timely and proficient manner; (2) commits serious acts or misconduct or breach of discipline; or (3) abandons the employment whereas five consecutive days of unexcused absence shall be considered an abandonment of employment; employee must notify the employer and secure permission for necessary absences.

When the worker is terminated under any of these provisions, or if the worker voluntarily terminates his employment, the employer shall not be responsible for the three—fourths way guarantee.

ASSURANCES STATEMENT
Form ETA 790 (OMB control No 1205-0134 Exp. Nov. 30, 2012) Attachments

Villa Milagro Vineyards

GENERAL CONDITIONS of EMPLOYEMENT, continued:

Contract Impossibility:

The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer assures that the three-fourths guarantee will be fulfilled for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also assures that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and, where applicable, consistent with existing immigration laws.

In situations where a transfer is not affected, the employer will return the workers at the employer's expense to the place from which the workers came to work for the employer or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. If the worker elects to return to their place of recruitment, employer will meet outbound transportation commitments to the worker as described in Item 17 above. If the worker elects to transfer to another H-2A certified employment, employer will provide or pay the worker's reasonable costs of transportation and reasonable subsistence from the place of employment to the alternative employment site. The amount of the reimbursement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation for the distance involved, which is deemed to be the cost of one way Greyhound Bus Transportation from Easton, PA to the location of the alternative employment.

ASSURANCES STATEMENT
Form ETA 790 (OMB control No 1205-0134 Exp. Nov. 30, 2012) Attachments

Villa Milagro Vineyards

Specific Conditions of Employment by ETA 790 Items #

Item 2: LOCATION AND DIRECTION TO WORKSITE:

The worksite is located at 33 Warren Glen Road (CR627), Finesville (Phillipsburg), NJ 08865 in the following County/Countries: Warren. The directions to the worksite are: From I-78, take Exit 4 toward Stewartsville/Warren Glen. Go left off the ramp onto Main St. Continue across NJ173 onto Maple St. At "T" intersection, go right onto CR629. Travel to stop sign where CR519 merges from the right. Stay straight and road becomes CR627. Travel 4 miles from stop sign to entrance #33 on right just after the only 30mph sign.

Item 3: LOCATION AND DESCRIPTION OF HOUSING:

Housing is located at 91A Jefferson Street, Phillipsburg, NJ 08865

Directions to housing are: From I-78 take Exit 2 onto US 22 East toward Phillipsburg/Easton. At the 3rd stop light go left onto CR519 South. At the 2nd stop light stay right of the "Y" to go onto South Main Street. Travel to Jefferson – which is a one way north street. Pass it and make 1st left onto Stockton then right on Cedar Alley to Jefferson and left onto Jefferson.

Description of housing: Provided is a 2 bedroom apartment in which workers will share bedrooms (2-3 workers per bedroom), single bathroom, kitchen and common area.

Housing and utilities are provided at no cost to workers who are not able to return the same day to their place of residence. In the event a female worker is hired, separate toilet, shower and sleeping room will be provided by the employer. Any action taken by the employer to dispossess a worker of his dwelling shall be done in accordance with New Jersey state law.

The employer assures that the worker housing will be clean, available for inspection and in compliance with applicable U.S. occupational safety and health administration regulations no less than 30 days prior to the date of need reflected in the attached ETA 9142 and ETA 790.

Workers occupying the housing are responsible for maintaining the housing and living areas in a neat, clean manner and in compliance with New Jersey State Department of Health regulations.

Item 9: ANTICIPATED PERIOD OF EMPLOYMENT:

The employer requires one start date and does not require multiple start dates, within the dates entered in Item 9 of the ETA 790, for various sub-groups of workers. Work will commence March 11, 2013.

Item 11: ANTICIPATED HOURS OF WORK:

The normal workday is 7 hours long. The worker may be requested, but not required, to work up to 10 hours per day depending upon weather conditions and the maturity of the crops being harvested.

The scheduled work week is 40 hours. Starting time is 8:00am and quitting time is 4:00pm with one hour for lunch five days weekly, Monday through Friday, and from 8:00am until 2:00pm on Saturday with one hour for lunch. During busy planting and harvest season, workers may be requested to start earlier and work more than the scheduled 40 hours per week. When the weather is hot or extremely humid, the starting and quitting times may be shifted to earlier or later in the day. This may vary depending on crop and weather conditions.

ASSURANCES STATEMENT
Form ETA 790 (OMB control No 1205-0134 Exp. Nov. 30, 2012) Attachments

Villa Milagro Vineyards

Item 12: Collect Calls:

Collect telephone calls will be accepted by Villa Milagro Vineyards at the telephone number listed in Item #1 from Job Service placement personnel of applicant holding offices only Monday thru Friday from 8:00am until 4:00pm. Collect telephone calls will not be accepted from individual applicants. Applicants should be thoroughly screened as requested in Item #14 below before referring officials place telephone calls.

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 \$10.64 per day from each worker for meals.

Item 14: REFERRAL INSTRUCTIONS:

Referrals under this job order should be made to the Phillipsburg Office of the New Jersey Department of Labor and Workforce Development at the address and telephone listed in Item #24. This office is open weekdays, Mondays through Fridays from 9:00am until 5:00pm to accept applications, referrals and telephone calls. All applicants should be thoroughly familiarized with the job specifications and terms and conditions of employment before a referral is made. Only workers meeting all qualifications for employment, who are eligible for employment in the United States, and who will be available at the time and place needed should be referred to Villa Milagro Vineyards. Employer will accept referrals that may apply directly or be referred from any other source. The job seeker will be informed of the terms and conditions of the job by the information contained in the New Jersey job order.

Applicants, Workforce Agency Personnel, Walk-ins Gate Hires and others 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 RTA 790 form.
 Other (Describe) _____

Item 15: JOB SPECIFICATIONS:

Must be able to work outdoors in dusty and dirty conditions, in extremes of heat, cold and humidity, and in inclement weather. Must be able to crouch, bend, and sit on the ground, reach and lift and carry items weighing up to 75 pounds. Must be able to listen to, understand, and follow simple instructions of field operations leaders and supervisors. No prior experience is required, but is certainly welcomed. Must be able to work in fields where briars, poison ivy, multiple insects and small varmint such as mice and ground hogs, will be encountered. Due to the technical nature of pruning and training vines, workers will be expected to learn and perform these tasks without injury or damage to vines.

Workers will be involved in seasonal maintenance and care of grapevines and other agricultural crops grown on the property. Duties include manually plant, cultivate, weed, prune, train and harvest grapes; use hand tools, such as shovels, hoes, pruning shears; till soil, apply fertilizers, pesticides, herbicides and fungicides; plant and transplant vines; thin, prune and shoot position crops; harvest, clean, grade, sort, pack and handle harvested product; carry and move lugs of grapes and barrels of wine weighing up to 75 pounds; may also construct trellises, repair deer fences and farm buildings and participate in irrigation activities. On the job training will be provided for all jobs and employers will work side-by-side with workers to insure work quality.

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ASSURANCES STATEMENT
Form ETA 790 (OMB control No 1205-0134 Exp. Nov. 30, 2012) Attachments

Villa Millagro Vineyards

Item #15 Job Specification, continued

The worksite vineyard uses all organic and sustainable viticultural practices. Nonetheless, employer will comply with re-entry restrictions applicable to organic pesticides and other chemicals used in the fields.

A designated lead worker or company supervisor will provide instruction and general supervision. Technical horticultural activities will be closely supervised. However, workers will be expected to perform their general duties in a timely and proficient manner without close supervision.

Workers may not report for work while under the influence of alcohol or drugs. The possession or use of illegal drugs or alcohol (exception is made for moderate alcohol consumption during non-working hours) on company property is prohibited and will be cause for termination.

The employer at no cost will provide to the worker, any tools or equipment necessary to perform required tasks. Tasks will be related to the planting, growing, cultivating, weeding, fertilizing, pruning, harvesting and sorting of grapes. Workers may be required to do any other manual task involved in the production of grapes including but not limited to removing and spreading vines, laying, spreading and removing posts and trellis wires and such other agricultural labor that may be needed upon the premises. All work must be performed carefully according to instruction to avoid damage to vines and grapes.

Please translation to Spanish on next page

ASSURANCES STATEMENT
Form ETA 790 (OMB control No 1205-0134 Exp. Nov. 30, 2012) Attachments

Villa Milagro Vineyards

TRANSLATION:

Debe ser capaz de trabajar al aire libre en terrenos polvorientos y sucios, en condiciones extremas de calor, el frío y la humedad, y en las inclemencias del tiempo. Los artículos deben ser capaces de cuclillas, agacharse y sentarse en el suelo, el alcance y levantar y transportar un peso de hasta 75 libras. Debe ser capaz de escuchar, entender y seguir instrucciones simples de los líderes de las operaciones de campo y los supervisores. No es necesaria experiencia previa, pero es sin duda bienvenida. Debe ser capaz de trabajar en ámbitos en los cardos, la hiedra venenosa y varmin pequeños, como ratones y cerdos suelo, se pueden encontrar. Debido a la naturaleza técnica de la poda de viñas y de formación, se requiere una experiencia de viñedo mes.

Los trabajadores estarán implicados en el mantenimiento de temporada y el cuidado de la vid y otros cultivos agrícolas cultivados en la propiedad. Los deberes incluyen la planta de forma manual, cultivo, malas hierbas, poda, formar y procedan a la cosecha, el uso de herramientas manuales, como palas, azadas, tijeras de podar, hasta que el suelo, aplicación de fertilizantes y herbicidas, de plantas y enredaderas trasplante, delgada y recortar los cultivos, cosechas, limpiar, grado, clasificar, empacar y manejar el producto cosechado, llevar y seguir apéndices de las uvas y barriles de vino que pesen hasta 75 libras, también puede construir enrejados, cercas y reparación de edificios de la explotación y participar en actividades de riego. Capacitación en el trabajo se facilitará para todos los puestos de trabajo y los empresarios que trabajen codo a codo con los trabajadores para asegurar la calidad del trabajo.

El viñedo de lugar de trabajo es orgánico. Sin embargo, el empleador cumplirá con volver a imponer restricciones de entrada aplicable a plaguicidas y otros productos químicos utilizados en los campos.

Un trabajador de rector o supervisor de la compañía proporcionará la instrucción y la supervisión general. Las actividades técnicas hortícolas serán supervisados de cerca. Sin embargo, los trabajadores se espera que el desempeño de sus funciones generales de una manera oportuna y competente sin una supervisión estrecha.

Los trabajadores no pueden presentarse a trabajar bajo la influencia de alcohol o drogas. La posesión o uso de drogas ilegales o alcohol (excepción para el consumo moderado de alcohol durante las horas de trabajo) sobre la propiedad de la compañía está prohibido y será causa de despido.

El empleador, sin costo deberá proporcionar a los trabajadores, herramientas o equipos necesarios para realizar las tareas requeridas. Las tareas estarán relacionadas con la siembra, cultivo, cultivar, escarda, fertilización, poda, recolección y selección de las uvas. Los trabajadores pueden ser obligada a realizar cualquier tarea manual que participan en la producción de uvas incluyendo pero no limitado a la eliminación y la difusión de las vides, por el que se extiende y la eliminación de postes y cables y enrejado de mano de obra agrícola como otras que pueden ser necesarios en el local. Todo el trabajo debe ser realizado cuidadosamente de acuerdo a las instrucciones para evitar daños a la vid y las uvas.

ASSURANCES STATEMENT
Form ETA 790 (OMB control No 1205-0134 Exp. Nov. 30, 2012) Attachments

Villa Milagro Vineyards

Item 16: Wage Rates, Special Pay Information, etc.

Hourly Wage Rate:

Employer agrees to pay the highest of the AEW, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage . If the US Department of Labor, pursuant to 20 CFR 655.120, publishes in the Federal Register a higher or lower AEW during the period of employment covered by this job order, the higher or the lower AEW will be guaranteed if the prevailing wage rate is lower.

Earning Records and Frequency of Pay:

Villa Milagro Vineyards employees are paid weekly. The scheduled pay day is Monday with the pay period beginning Monday and ending Sunday before the scheduled pay day. Employer will provide workman's compensation coverage to workers at no cost to all workers. The coverage and benefits provided will be at least equal to that provided under the state's compensation law of comparable employment.

The employer will maintain adequate and accurate payroll records and will furnish to the worker on or before each payday a written statement showing the employer's full name and address, the worker's Social Security number, the total hours of work offered, the total hours actually worked, total number of units if piece rate, the worker's total earnings and itemized deductions for that pay period. The statement will comply with 20 CFR 655.122 (j) through 20 CFR 655.122 (m).

The employer will deduct any applicable Federal and State taxes and garnishments as required by law. No deductions will be made which would bring the employee's hourly wage rate below the Federal Minimum Wage. No deductions other than those required by law will be made.

Piece Rate Wage:

Not applicable.

Minimum Hour Guarantee:

Employer will provide United States workers referred through this clearance order with 40 hours of work for the week beginning with the anticipated date of employment shown in Item #9, unless the employer amends the date of need in accordance with 20 CFR 653.501(d)(2)(v). The employer may require the worker to perform alternative work if this guarantee is invoked.

Alternate work will include fieldwork, general field labor, brush cutting and farm maintenance activities, including maintenance or repair of barns and other structures, greenhouses and fences, and any other equipment and tools used on the farm.

The employer guarantees to offer the workers employment for at least three-fourths of the workdays of the contract period, and any extensions. The workdays begin on the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work and ends on the expiration date shown in Item #9 or any extension thereof. For the purposes of this guarantee a workday shall mean the time as stated in Item #11 and shall exclude the worker's Sabbath and Federal holidays. The worker may, however, be offered more hours than listed above, and may be offered work on the worker's Sabbath and on Federal holidays, though workers will not be required to work on these holidays should they so choose.

If the employer fails to provide the worker with the amount of work required under this guarantee, the employer will pay the worker the amount the worker would have earned had the worker worked for the guaranteed number of workdays. In determining whether the period of guaranteed employment has been met,

.....continued next page

ASSURANCES STATEMENT
Form ETA 790 (OMB control No 1205-0134 Exp. Nov. 30, 2012) Attachments

Villa Milagro Vineyards

Item 16, Minimum Hour Guarantee, continued

the employer will count all hours of work actually performed, and any hours that the worker fails to work, when the worker has been offered an opportunity to work. If the worker voluntarily abandons employment before the end of the contract period or is terminated for cause, the worker is not entitled to the guarantee set forth above.

If, before the ending date of the period of employment set forth in Item #9, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, extensive hail damage, hurricane, crop loss or adverse crop conditions or other Acts of God which makes the fulfillment of the anticipated period of employment impossible, the employer may terminate the worker's employment. In the event of such termination, the employer will fulfill the above guarantee for the period that has elapsed from the first workday the worker is at the employer's vineyard and is ready, willing, able and eligible to work, until date employment is terminated. In such cases the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker.

Miscellaneous: Non-monetary benefits:

Non-monetary benefits provided by the employer are all hand tools, equipment, devices and implements needed to complete required viticultural and horticultural activities and performance of other tasks; protective clothing used during grape processing; motorized equipment such as personal transport vehicles used on farm premises. Common work clothes are the responsibility of the worker.

Item # 17: Transportation

In conformance with 20 CFR 655.122(h) alien workers will be reimbursed for transportation costs as follows:

Inbound transportation costs: For workers who complete fifty percent (50%) of the work period, the employer will reimburse the worker for costs incurred by the worker for bus transportation from their place of permanent residence to the Greyhound Bus Terminal, located at 35 S. 3rd Street, Easton, PA, 18042. Subsistence will be in accordance with current rates published in the Federal Register (currently \$46.00 per day with acceptable receipts or \$10.73 per day without receipts).

Outbound transportation costs: If the worker completes the period of employment, the employer will provide or pay the worker's reasonable costs of transportation and reasonable subsistence from the place of employment to the place of recruitment. The amount of the reimbursement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation for the distance involved, which is deemed to be the cost of one way Greyhound Bus Transportation from Easton, PA to their place of permanent residency at the time of their departure.

Reimbursement of inbound and return transportation costs applies only to workers recruited from outside normal commuting distance.

Return transportation will not be provided to workers who voluntarily abandon employment before the end of the employment period, or who are terminated for cause.

For the purpose of the above reimbursement, the "period of employment," shall be the period from the first day the worker is at the employer's farm and is ready, willing, able and eligible to work until the anticipated ending date shown in Item #9.

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ASSURANCES STATEMENT
Form ETA 790 (OMB control No 1205-0134 Exp. Nov. 30, 2012) Attachments

Villa Milagro Vineyards

Item 17, Transportation, continued

The employer will provide transportation from the worker's place of residence to the worksite and return on a daily basis on those days on which workers engage in work activity.

In the case of termination for medical reasons or as a result of an Act of God, the employer will pay return cost of transportation and subsistence expenses to the place from which the worker was recruited.

If a worker quits or is terminated for cause prior to the end of the period of employment, (s)he will not receive certain transportation reimbursements discussed herein in Item #17 and may not be eligible for rehire in future years.

Item 18: Labor Contractors

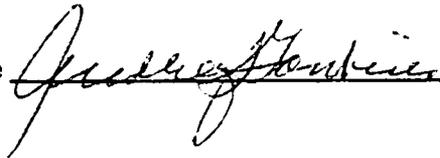
The worksite is located in a remote area in which it is not the common or prevailing practice to use labor contractors to recruit, hire, transport or supervise agricultural laborers. The majority of farms in the area surrounding the vineyard are field crops, primarily corn and soybean, which are mechanically planted and harvested, generally by the farm owner and/or their family members. Labor contractors for agricultural work are not available within a reasonable travel distance nor are agricultural workers attracted to the area as there are limited job opportunities for agricultural work.

Item 20: Workers' Compensation Insurance

The worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Please find attached, a copy of our current Workers Compensation policy, a letter from our insurance agency stating our reliability to renew and retain this policy in continuous coverage without lapse and a letter stating our assurance that said policy will be retained without lapse.

Employer's Name (print or type) Audrey T. Gambino

Employer's Signature



Date December 21, 2012