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):

Lehigh Valley Home & Garden Center
225 Stonebridge Rd
Northampton PA 18067

c/o NAC
P.O. Box 1599
Carthage, NC 28327

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

23-2429870

b) Telephone Number / Número de Teléfono:
Employer(610) 261-4988
Agent: (910) 947-6004

c) Fax Number / Número de Fax:
Employer:(610) 262-7429
Agent: (910) 947-6006

d) E-mail Address / Dirección de Correo Electrónico:

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:
225 Stonebridge Rd. Northampton PA 18067
from Allen Township Fire Dept, head NW, take a right onto Kreidersville Rd, right onto Covered Bridge Rd, right onto Stonebridge Rd.
Employer provides transportation from a centralized location to work sites daily.
6837 WeaversvilleRd, Northampton PA 18067
All located in Northampton County
Employer owns controls or leases all work sites.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

6837 Weaversville Rd, Northampton PA 18067
located between The Weaversville Inn and Frist Regional Compost Authority.

a) Description of Housing / Descripción de la vivienda:
Wood Frame
Capacity: 5

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

4. SOC (O*NET/OES) Occupational Code / Código Industrial:

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

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

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):

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).

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

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

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:

From / Desde: 02/22/2016 To / Hasta: 12/10/2016

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 see eta 790 attachments/ VEA ETA 790 fijaciones

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

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:
7:00am-3:00pm hours vary: See attachment to ETA 790 for more complete details / las horas 7:00am-3:00pm varían Ven fijación a ETA 790 para detalles más completos

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

Employer / Empleador: Yes / Si ☐ 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.

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.
Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than those authorized by the employer, may occupy or remain overnight in employer-provided housing. Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. All housing or public accommodations will comply with applicable State, Federal, Local, or health regulations. **SEE ETA 790 attachments**

Alojamiento sin costo alguno para los trabajadores que no estén razonablemente capaces de regresar el mismo día a su lugar de residencia. Este párrafo se aplica sólo a los trabajadores. Capacidad de Vivienda está estrictamente regulado por el Departamento de Trabajo de ESTADOS UNIDOS, y ninguna persona, distinta de las autorizadas por el empleador, puede ocupar o permanecer durante toda la noche en vivienda proporcionado por el empleador. Vivienda proporcionado por el empleador debe cumplir con el conjunto completo de DOL Administración de Seguridad y Salud Ocupacional (OSHA) normas establecidas en 29 CFR 1910,142 , o el conjunto completo de las normas establecidas en §§ 654,404 654,417 a través , cualesquiera que sean aplicables en § 654,401 . El alojamiento se ofrece como temporal de la temporada (durante el período de empleo solamente) alojamiento ofrecido para los trabajadores agrícolas migratorios mientras que estén empleados en las explotaciones más allá de lo normal distancia de su lugar de residencia. Los trabajadores que ofrece alojamiento por el empleador debe abandonar la vivienda al momento de la terminación del empleo. Sin cargo de camas o utensilios de cocina y artículos similares a los trabajadores a quienes se proporciona vivienda. Toda la vivienda es alojamiento en grupo en el que todos los trabajadores, cocinas compartidas y de las zonas comunes sin tener en cuenta el género. Las mujeres trabajadoras, sin embargo, será siempre con instalaciones para dormir sólo comparte con otros miembros de su familia o con otras mujeres. Sexo de aseos separados. Los trabajadores que residen en la vivienda en que se encarga de mantener la caja en una manera ordenada y limpia. Los trabajadores que residen en viviendas del empleador puede tener correo electrónico dirigidos a ellos en la dirección del empleador en anexo adjunto. Todas las viviendas o alojamientos públicos cumplan con las estatales, federales, locales o regulaciones de salud.
VER ETA 790 archivos adjuntos

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

Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act. SEE ETA 790 ATTACHMENTS FOR DETAILS.

Los trabajadores deberán ser informados por la oficina local de empleo de los términos, condiciones y la naturaleza del empleo antes de la remisión. Los trabajadores son seleccionados para el cumplimiento de los siguientes criterios: a) confirmar capacidad, disponibilidad, las cualificaciones y la buena voluntad para realizar los trabajos descritos y confirmar la intuición para trabajar toda la temporada, 2) los trabajadores locales confirmar disponibilidad de transporte diario hacia y desde el lugar de trabajo para toda la temporada. Los trabajadores locales no confirmar la disponibilidad de transporte en lugar de trabajo para comenzar el trabajo, 3) confirmación de divulgación completa de todos los términos, condiciones, y la naturaleza de los trabajos de trabajo de personal laboral local, 4) confirmación positiva de requisitos legales para trabajar en los ESTADOS UNIDOS como se describe a continuación. El empleador puede poner fin a su trabajador (extranjeros y/o nacionales)a través de la notificación a la oficina de empleo empleador si descubre una condena penal registro o de la condición de delincuente sexual registrado que el empleador considera razonablemente, de conformidad con el derecho vigente, perjudicará a la seguridad y las condiciones de vida de los demás trabajadores.

Sólo los trabajadores tienen derecho a trabajar legalmente en los Estados Unidos y que posean la identidad original y elegibilidad de empleo documentos suficientes para completar formulario INS I-9, si es necesario por la Ley de Inmigración y Nacionalidad, será permitido finalizar el proceso de contratación. Los trabajadores contemplados en esta orden deberán ser informados de que deben tener estos documentos en su poder cuando llegan al lugar de empleo. Siempre que los trabajadores completar la sección 1 del formulario I-9, los trabajadores tendrán tres días hábiles para presentar la documentación necesaria para completar la sección 2 del formulario I-9, en la forma prevista en la Ley. Los trabajadores que no proporciona esta documentación no será permitido para ir al trabajo en el cuarto día de trabajo, o a los siguientes días hasta que la documentación que se proporciona, en la forma prevista en la Ley. VER ETA 790 ARCHIVOS ADJUNTOS PARA OBTENER MÁS INFORMACIÓN.

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

Work involves serving as a working crew leader for temporary workers. Workers will be required to train new workers, to assist the farm manager/owner in ensuing that the work performed and the harvesting procedures are accomplished in accordance with the established procedures and guidelines

See attached for more complete details.

Trabajo implica que actúa como un jefe de cuadrilla de trabajadores temporales. Los trabajadores deberán capacitar a nuevos trabajadores, a fin de ayudar al administrador de la finca, el propietario que siguió en el trabajo realizado y los procedimientos de recolección se llevan a cabo en conformidad con los procedimientos y las directrices establecidos

ver documento adjunto para obtener más detalles.

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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: 3

Must have three months' verifiable experience working as a skilled nursery worker, and at least 1 month as a working crew leader. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience . see attached.

Debe tener tres meses de comprobable experiencia trabajando como canguro trabajador cualificado, y por lo menos 1 mes como jefe de cuadrilla. Los solicitantes deben estar en condiciones de proporcionar referencias de trabajo positivas de los últimos los empleadores comparables establecer niveles aceptables de operaciones experiencia previa. ver adjunto

2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☒ Extensive Sitting / Estar sentado largos ratos
- ☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 75 lbs./libras
- ☒ Repetitive Movements / Movimientos repetitivos
- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☒ Drug Screen / Detección de Drogas (random/aleatorio)
- ☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☒ Frequent Stooping / Inclinándose o agachándose con frecuencia
- ☒ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Sí	No	Pay Period / Período de Pago / /
Greenhouse	$ 11.29	$		Social Security / Seguro Social	* ☒	☐	Weekly / Semanal
Nursery	$ 11.29	$		Federal Tax / Impuestos Federales	* ☒	☐	☒
	$	$		State Tax /Impuestos Estatales	* ☒	☐	Bi-weekly/ Quincenal
	$	$		Meals / Comidas	☐	☒	
	$	$		Other (specify) / Otro (especifica)	☐	☒	Monthly/Mensual ☐
* if applicable/si aplicable See attachments for more complete details Vea fijaciones para detalles más completos							Other/Otro ☐

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

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.
Employer reserves the right to pay a piece rate for any activities listed in the job description. In the event the employer does pay a piece rate, Workers are guaranteed that their total earnings will be at least equal to the AEWR per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of AEWR for the total hours worked in the pay period. **See Attachments for complete wage information.**

En el caso de que el Departamento de Trabajo promulga un nuevo AEWR aplicables a cualquier parte de la duración del empleo regulado por la presente orden de trabajo que es mayor o menor que el AEWR aquí, el empleador deberá pagar los elevados salarios AEWR, y puede, en la discreción del empleador pagar la parte inferior AEWR, comenzando con la fecha de entrada en vigor del nuevo AEWR. El empleador pagará más alto de los AEWR, salarios, el salario a destajo, el acuerdo de negociación colectiva de los salarios o el salario mínimo federal o estatal en el momento se realiza el trabajo.
Empleador se reserva el derecho de pagar un salario a destajo por las actividades enumeradas en la descripción del trabajo. En el caso de que el empleador paga un salario a destajo, los trabajadores tienen la garantía de que sus ingresos totales al menos igual a la AEWR por hora para todas las horas trabajadas en un periodo de pago. Si un trabajador de las ganancias totales en cualquier período de pago en el que el trabajador haya trabajado en una de las piezas son menos de los salarios AEWR por todas las horas trabajadas en el periodo de pago, el empleador deberá aumentar el salario del trabajador a la cantidad mínima garantizada de AEWR para el total de horas trabajadas en el periodo de pago. **Vea Fijaciones para la información completa del sueldo.**

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19. Transportation Arrangements / Arreglos de Transportación

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers have completed 50% of their work contract, all eligible applicants will have their reasonable inbound transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations. **SEE ATTACHMENTS TO ETA 790 FOR MORE COMPLETE DETAILS.**
El Empleador no avanzará transporte y subsistencia costos a Trabajadores para el transporte al lugar de empleo. Este subpárrafo aplica sólo a Trabajadores que pueden no regreso de reasonability a su residencia el mismo día. Después de que los trabajadores hayan completado 50% del contrato del trabajo. Todos los solicitantes elegibles tendrán sus gastos razonables de entrada de transporte reembolsados, un tiempo sólo. Los solicitantes domésticos de fuera de de la distancia normal que conmuta que voluntario escogió no residir en el empleador proporcionó albergar, el empleador pagará por el reembolso de entrada inicial de transporte. Sin embargo, el empleador no reembolsará a ningún trabajador para el costo diario de transporte si conmutando de dentro de ni fuera del área de empleo destinado. El empleador no pagará por viajes voluntarios atrás a su residencia debido a emergencias familiares, ni debido a licencias.
VEA FIJACIONES A ETA 790 PARA DETALLES MAS COMPLETOS.

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?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☒ No ☐ *IF applicable

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 ☐

see attached

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/ninguno

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/ninguno

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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/Sí ☒ 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.

Cindy Szapka owner / President

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

* Cindy Szapka

Employer's Signature / Firma y Título del Empleador

Date / Fecha 12/10/15

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 contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

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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 PÚBLICA

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 numero de la sección e incluya archivos adjuntos, si es necesario.

SEE ATTACHMENTS TO THE ETA 790 FOR DETAILS CONCERNING THIS JOB OPENING.

VEA FIJACIONES A LA ETA 790 PARA DETALLES CON RESPECTO A ESTA APERTURA de TRABAJO

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ATTACHMENT TO ETA 790

Workers recruited under this Job Order are recruited to work on the employer's farm shown on the addendum in the certified occupation during the period of employment shown in Item 9. The employer/members will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers. ***Use of the masculine pronoun herein is for convenience of reference only.**

1. Name and address of employers: Lehigh Valley Home & Garden Center: 225 Stonebridge Rd, Northampton PA 18067.

9. Anticipated dates of employment: 02/22/2016 until 12/10/2016.

10. The number of workers show is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season.

11. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek is 7 hours per day Monday-Friday and 5 hours on Saturday is normal; however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

12. Starting and ending times will change due to weather and crop conditions. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when changing shifts are required. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

14. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Free family housing is not available and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Employer-provided housing will meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. When public accommodations are used, they will meet all applicable Federal, State, or Health regulations.

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15. Employers will accept applications from any source. Interested candidates should first contact their local State Workforce Office. Interested candidates are to review the terms, conditions and nature of employment as shown on the ETA 790 and its corresponding attachments. Candidates who may legally work in the United States, and have a copy of the job should a resume or application to Cindy Szapka to lvgc1@aol.com, or fax (610) 262-7429, Employer will contact applicant within 48 business hours of receiving application or resume to schedule an in person interview. **NO APPLICANTS ARE TO JUST SHOW UP WITHOUT A SCHEDULED INTERVIEW**. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Interstate (out of state) and Intrastate (in state) candidates will be interviewed over the phone once employer has received written confirmation that all required disclosures have been made. Completing an application is part of the interview process. All applicants must provide written confirmation that the employer has complied with all required disclosures prior to being interviewed.

Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. **The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.**

Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

16. **Job Specifications**: Must have three months' verifiable experience working as a skilled nursery worker, and at least 1 month as a working crew leader. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Work involves serving as a working crew leader for temporary workers. Workers will be required to train new workers, to assist the farm manager/owner in ensuing that the work performed and the harvesting procedures are accomplished in accordance with the stablished procedures and guidelines. Worker will need to communicate with the farm manger/owner concerning scheduling tasks. Crew leaders may be required to keep an inventory of all nursery stock, provide reports to farm manager / owner concerning review of the technical work perform by subordinates, supplies, loses and damages. Crew leader perform range of work assignments and task that will vary in duration based on the nature of the assignment. Crew leaders will perform a range of tasks related to the growing, harvesting and delivery of quality trees and shrubs. Crew leaders should be prepared to perform any activities as described under the SOC definition for Horticultural workers.

Worker must possess requisite physical strength and endurance to repeat the harvest process though out the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodations.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manager and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days.

Greenhouse/Nursery: Workers may perform any combination of the following duties concerned with preparing soil and growth media, cultivation, and otherwise participating in horticultural activities: haul, spread, dig, rake, and mix media to prepare the growing areas for production; cover and fill cold frames and greenhouses in preparation for planting; haul, plant, spray, weed, water, prune, trim, shape and space products; fertilize with granular or liquid fertilizer; tie, bunch, wrap, and pack trees and shrubs

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to fill orders and load onto trucks for marketing; work on potting line, in a greenhouse, or in an outdoor production area transplanting seedlings and liners into containers and place in growing area.

Bedding Plants: Workers will fill flats with potting soil in preparation for planting. Filled flats will be stacked for transport to planting area. Worker will then plant plugs or seedlings into flats as instructed by supervisor. Planted flats will be tagged with appropriate picture tags. Completed flats will be watered in by hand and placed in growing area for finishing.

Potted Plants/Hanging Baskets: Workers will fill pots/baskets with potting soil in preparation for planting. One or more transplants will be planted in each container as specified by supervisor. Completed containers will be watered and placed in growing area for finishing. Workers may be required to install hangers and tags on pots or baskets. Workers may be required to place watering tubes into containers to facilitate the irrigation process.

Flowering Trees and Shrubs: Workers will be working with flowering trees and shrubs. Workers will plant, cultivate, harvest, propagate, grade, store and ship container and field grown horticultural products. Harvesting crops may include grading and tagging. Some harvesting may require digging up products and placing on pallets. Grading is done by size. Products are measured, tied in bundles and placed in storage for shipment. Workers will harvest seed and/or take cuttings from trees and shrubs, place in containers pre-filled with growing media and transplant cuttings and seedlings to prepared areas.

Bare Root Products: Workers will handle a variety of bare root products. Workers will propagate, plant, cultivate, harvest and prepare products for shipment.

Nursery Work: Workers will be required to start all crops from seed. Seedlings will be grown in 10 x 20 trays filled with sand or dirt and kept in a controlled environment. When seedlings reach approximately 2 inches tall, and per supervisors; instruction, workers will transplant seedlings from tray into peat pots. When seedlings reach appropriate size, approximately 6 to 8 inches tall, workers will be require to transfer from peat pots to carious selling container and transport to prepared fields for transplanting. When produce is ready for marketing workers will load onto trucks to be shipped to purchaser's locations.

General duties: Duties performed in the field will be sporadic all through the contract due to various crops and crop conditions. Duties will/could include preparing soil, planting, pruning, cutting, deadheading, pinching, trimming to shape, spacing plants, fertilizing with granular or liquid fertilizer, cleaning work areas, transporting plant materials in the nursery/greenhouse areas, loading and unloading plants and all other duties associated with ornamental plant production. Between harvesting, workers may be required to perform duties to prepare crops for marketing. Workers will also unload pallets from trucks or wagons into fields for transplanting. Worker may unload and restock for storage.

Farm Equipment Operation: Workers may be require to operate trucks, tractors and other farm equipment during daily operations, as an incidental activity. Workers may be required to till fields to prepare for planting. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Loading and unloading: workers may be required to work on flatbed trailer tying B&B trees to the trailer with twine. Workers may be required t work loading or unloading bare root trees by hand into refrigerated trailers.

Cultivation: Workers may be required to work as operators of wheel tractors pulling cultivators, mower or hilling disks.

Watering: Workers may be required to water trees by hand using pumps and hoses.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time usually shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from 100 (+) degrees to 35 degrees F. Workers will work on their feet in bent, stooped, and crouched positions for long periods of time. Workers will make fast, simple, repeated movements of fingers, hands, and wrists. Workers must be able to bend, stretch, twist, or reach out with the body, arms, and/or legs. Workers will use muscles to lift, push, pull, or carry heavy objects, such as potted plants. These could/will weigh from 30-50 lbs. Workers may occasionally lift trees weighing up to 100 lbs. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work on the farm that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, seed beds, racks, or grounds, operate tractor/farm equipment, incidental crop set up, move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. All other duties assigned under this order will be those duties of Horticulture Workers, SOC code 45-2092.01. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

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Persons seeking employment for this labor certification must be available for the entire period requested by the employer. Applicants who go to work will be subject to a trial period of up to 5 days during which their performance of required tasks will be evaluated by the grower. If the performance is not acceptable to the grower in its sole desecration the worker will be given substantive instructions, warning notices as appropriate and finally termination of employment for lawful job related reason(s) described elsewhere in these documents.

Employer retains the right to discharge an obviously unqualified worker, malinger, or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

17. Wage Rates, Special Pay Information and Deductions: All work will be paid the wage rate of $11.29 per hour. Employer will pay a wage rate equal to or higher than the highest of the AEWR, prevailing wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage when the work is performed. In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR.

Employer reserves the right to pay a piece rate for any activities listed in the job description. In the event the employer does pay a piece rate, Workers are guaranteed that their total earnings will be at least equal to the AEWR per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of AEWR for the total hours worked in the pay period.

18: More details concerning pay: Employer reserves the right to pay higher than the listed wage rate to both domestic and nonresident seasonal farm works pursuant to this certification. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

A). The employer will make the following deductions from the Worker's wages: FICA taxes, Medicare, Local, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long distance phone charges, and any other charges expressly authorized by the Worker in writing. Deductions from pay may be made for payment of the workers portion for any employer-sponsored health care benefit that may be offered to the worker for the worker and the workers dependents that the worker chooses to purchase. The worker will not be required by the employer to purchase any health care benefit that may be offered and may choose to state in writing that the worker declines to purchase any such employer sponsored health care benefit. If the worker timely chooses to purchase any such health care benefit, at the time the worker states his or her desire to purchase such a health care benefit by completing and submitting any required written application any such health care benefit, the worker also will be required to authorize a deduction from the workers' wages to pay for the workers portion of the monthly insurance premium. Such authorization by a worker for the employer to make a deduction from wages, that is for the deduction to be made from wages paid, to pay the workers share of the health benefit premium must be made in writing and signed by the worker. The workers decision to decline or to accept the opportunity to purchase any health care benefit may be offered (including the workers authorization to the employer to continue deductions from wages for the workers share of each monthly premium as may be required by applicable law or by the insurance carrier or by both) will likely be irrevocable for the remainder of the benefit plan year for which the offer and acceptance are made, absent a "qualifying event" affecting the worker. Information concerning the amount that the worker must pay as the workers share of the premium cost in order to purchase a heath care benefit will be provided in writing if such a plan is offered. Benefits offered under any health care plan, if offered, and other terms under which any such plan will be offered will be governed by the terms of any such health care plan, the requirements of any insurance company or third party administrator as well as by payroll administration

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requirements. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage, except and unless, as allowed by law. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if the worker request withholdings.

B) Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday, when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee.

C). This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God (AOG) which makes fulfillment of this contract impossible. (CO will be notified and employer will seek approval for AOG's) In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for a lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs and this will relieve the employer from subsequent transportation and subsistence costs and the 3/4th guarantee.

D). Workers will be paid weekly.

E). Employer will provide a worker referred through the SWA Interstate System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system $11.29 per hour for the first week, starting with the original anticipated date of need. 40 hours x $11.29 = $451.60 gross (before taxes). The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance.

F). The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; the worker's net pay; the units produced daily, if piece rate are used; the beginning and ending dates of the pay period; the employer's name, address and IRS identification number. Employer will abide by regulations as stated at 20 CFR 655.122(j)(k).

19. Transportation: The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers has completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations. In the event a worker has his inbound transportation reimbursed prior to the 50% date, and is terminated for lawful reasons, or abandons his position, the employer reserves the right to recapture the transportation expenses.

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The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be $11.86 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.122(h) only to those employees who are eligible under the H-2A program regulations for subsistence pay. Maximum Amount to be reimbursed with receipts is $46.00. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he cannot perform the duties of the job as described above or if he abandons this employment when he is needed by the Grower.

Employer will provide, pay, or reimburse transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God, as outlined in 655.122(o), which makes fulfillment of this contract impossible as provided in paragraph 18C or if the worker is displaced by a U.S. worker under DOL's 50% rule.

Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, or if the employee is terminated without cause, and the worker has no immediate subsequent H2a employment, or an H2a workers that is displaced due the employers obligation under the USDOL 50% rule, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for the outbound transportation benefit whom decline the employers provided return charter transportation will be issued payment for only the Mexico in-country leg of their outbound transportation (from Monterrey, Mexico to the place from which the foreign worker came to work for the employer) along with the complete subsistence amount and the checks will be issue by the employer prior to departure.

Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower for any damages, injuries, and personal or property losses.

21. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations. Workers employed under this job order are designated as seasonal employees.

22. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer assures that there will be no lapse in coverage for workers compensation. The employers workers compensation will be provided throughout the entire length of the contract period Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination.

23. Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

24. For workers covered by MSPA 29 CFR 500.075(8) there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

28. Other Conditions of Employment:

A). Other Conditions of Employment: A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified

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cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules. c) fails after completing the training period to perform the work as specified, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; (five consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify employer and secure permission for necessary absence) h) falsifies identification, personnel, medical, production, reference, or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.

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

D). Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by email 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 terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.

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

F). Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

G). Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the time at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than when the when employment is offered.

H). Employer agrees to abide by the regulations at 20 CFR 655.135.

I). The employer as a part of positive recruitment as per 20 CFR 655.154 is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.

J) We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

K). SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.)

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Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective their first date of work. Failure to comply with the request or testing positive will result in immediate termination.

L). Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.

M) Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management.

This employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management.
Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended
N) The employer committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of sexual harassment. Any type of sexual harassment is grounds for immediate termination. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behaviour, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behaviour, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites.

Just because someone does not object to inappropriate behaviour in the workplace at the time, it does not mean that they are consenting to the behaviour.

Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work.

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Work Rules

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer, these work rules are only a suggestion to the employer. The employer's use of these work rules is entirely voluntary. The employer may develop and enforce his/her own work rules. Violation of these rules or other lawful job-related employer requirements, including these work rules, would be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

1. Workers must perform their assigned work in a careful, workman-like manner in accordance with the provision of the work contract. Sloppy work will not be tolerated.

2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be **CAUSE FOR IMMEDIATE TERMINATION**.

3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences are defined as: Two unexcused absences in a 30-day period. Five consecutive days of unexcused absences is considered abandonment of their position. Violation will be **CAUSE FOR IMMEDIATE TERMINATION.** Workers must report at assigned time and place each workday as directed by the grower or supervisor. **WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS**. Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days.

4. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.

5. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.

6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION**.

7. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on housing premises. Trash and waste receptacles must be used.

8. Workers may not take unauthorized breaks from work.

9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.

10. Workers may not enter employer's premises without authorization.

11. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.

12. Workers living in employer's housing may not have guests in housing premises after 10:30 p.m. except on Saturday night on which guest hour's end at 12:00 a.m. No persons, other than workers assigned by employer to a room, may sleep in any room.

13. Workers may not deliberately restrict production.

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14. **Any worker who verbally or physically threatens another worker, the farmer or any supervisor with any tool or weapon WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**

15. **WORKERS WILL BE DISCHARGED for fighting on the employer's premises, including housing premises, at any time.**

16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.

17. **WORKERS WILL BE DISCHARGED if they steal from fellow workers or from the employer.**

18. Workers may not falsify identification, personnel, medical, production or other work-related records. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**

19. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY**.

20. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.

21. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY**

22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's **as soon as is reasonably possible. UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.**

23. Workers must follow supervisor's instructions.

24. Workers may not commit acts of insubordination - failure to regard authority.

25. After the training period, workers are expected to possess the skills necessary to perform the job described in the work agreement and to the standard set by the employer.

26. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 12:00 AM on Saturday night.

27. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.

28. Personal vehicles are not allowed in the fields. Personal vehicles will need to be left at designated location as set by the employer.

29. Cell phone or individual entertainment devices (Ipods, etc.) are not allowed during working times. Workers may use these devices on their lunch break and other employer approved times.

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NATIONAL AGRICULTURAL CONSULTANTS LLC

H-2A CONSULTING SERVICES, AGENCY REPRESENTATION AND INDEMNIFICATION AGREEMENT

This H-2A Consulting Services, Agency Representation and Indemnification Agreement (the "Agreement") entered into by and between National Agricultural Consultants LLC (the "Agent/Consultant"), an agricultural labor consultant and Agent with an expertise in the H-2A Governing Regulations at 20 CFR § 655 in its entirety and the U.S. DOL ESA Wage and Hour H-2A enforcement regulations at 29 CFR § 501, in the state of and under the laws of North Carolina and Lehigh Valley Home & Garden **(Grower Name)** a fixed site agricultural producer(s)/employer(s), by definition at 20 CFR 655.103(b) in the state of PA **(Grower State)**(the "Agricultural Employer, 'AGER' ") who is a client of the Agent/Consultant.

WHEREAS, the Agent/Consultant is qualified and capable as an Agent/Consultant of rendering agent and consulting services, certain specific administrative services, and other limited services (necessary to assist facilitation of the AGER in obtaining domestic and/or supplementary foreign workers to participate in the H-2A program (8 USC 1101(a)(15)(H)(ii)(a); 8 USC 1188) ("H-2A workers") to meet the AGER's seasonal agricultural labor requirements; and

WHEREAS, the AGER acknowledges, understands and agrees that it is personally and solely responsible for compliance with all applicable farm employee labor and employment laws and provisions of the H-2A program, including the Application for Temporary Employment Certification, the Clearance Order, and the Worker Agreement; and

WHEREAS, the AGER desires to avail themselves of the Agent and Consulting services, administrative services, and other limited services provided by the Agent/Consultant in order to secure domestic and/or supplementary foreign workers to meet the AGER's seasonal agricultural labor requirements for the calendar year beginning January 1, 2016;

NOW THEREFORE, in consideration of the payment(s) made by the AGER of the established dues, admission fees and other assessments and such costs as are charged/assessed from time to time for providing the services requested by the AGER, and for other good and sufficient consideration, including the mutual promises contained in this Agreement, pursuant to the applicable requirements of 20 CFR § 655. The Agent/Consultant will provide Agent and Consultative services to represent, prepare and/or assist the AGER, as necessary, to interact with all appropriate government agencies involved in the H-2A program application processes, including but not limited to US Department of Labor ("DOL"), US Department of Homeland Security ("DHS"), US State Department("DOS"), and the respective State Workforce Agency(s) ("SWA"). The parties hereto further agree as follows:

A. The Consultant's Obligations

(1) The Agent/Consultant, with input and review from AGER, will prepare and submit to the AGER to review, modify, approve, and/or execute, and authorize submission to the applicable government agency for processing, all forms and documents, required, pursuant to applicable laws and DOL, DHS, and State Department regulations, to obtain US workers and/or H-2A workers from the Republic of Mexico. The AGER provides explicit authorization to Consultant to prepare all necessary forms and documents, with emphasis added, for the Consultant to populate and prepare the I-129 petition on behalf of the AGER who will then review, modify, approve, execute and submit, or authorize submission, to U.S. CIS per the petition filing instructions.

(2) The Consultant, on behalf of the AGER, will provide certain administrative supportive services associated with the domestic recruitment requirements established by DOL regulations. Such tasks shall be limited exclusively to: preparing the ETA 790 Form and attachments, subject to review, modification, approval, and execution by the AGER, and to be submitted by the AGER, or authorize Agent/Consultant to submit, in order to list the domestic job order with the appropriate State Workforce Agency ("SWA"), preparing ad copy for the AGER to review, modify and authorize the Agent/Consultant to place advertisements in newspapers on behalf of the AGER as directed by DOL, providing certain supportive services to AGER when/if needed by AGER to prepare AGER to properly interview and document US referrals made directly to the AGER from a SWA, and preparing and submitting to AGER for review, approval, execution and submitting, or authorization for Agent/Consultant to submit, the necessary recruitment report with DOL. The AGER agrees that it, solely, is soliciting employees as required by the Federal Regulation and the AGER has reviewed the required ad and approved the content before Agent/Consultant submits it to the newspaper for print on behalf of AGER. The AGER and DOL determine, solely and exclusively, the terms and conditions disclosed in the ad, when and where it is placed. By preparing ad copy for AGER consideration and authorization, the Agent/Consultant IS NOT performing or engaging in MSPA related Farm Labor Contracting activities such as soliciting. I, the AGER, am exclusively soliciting employees for myself as required by Federal law.

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(3) The Agent/Consultant will maintain, or, assist the AGER to maintain contacts that may be needed, from time to time, by the Agent/Consultant or AGER, either directly or through its designated representatives, with SWA's, DOL, DHS, and DOS; and, other state and federal governmental agencies, and government contractors acting on behalf of or performing administrative actions on behalf of government agencies necessary to effectuate the successful administrative participation in the H-2Aprogram and for other purpose(s) described in this Agreement.

(4) The Agent/Consultant has not sought or received payment of any kind from any employee subject to 8 USC 1188 for any activity related to obtaining the H-2A labor certification in compliance with 20 CFR § 655.135(j).

(5) The Agent/Consultant, who IS NOT an attorney and is not providing legal advice to the AGER, MAY, under the limited terms of this agreement, act as the agent of the employer, with any government or private entity, as necessary, to assist

the employer with participating in the H-2A program. This document IS NOT, nor should it be construed, as a Power of Attorney, limited or otherwise. The AGER acknowledges understanding and agreement that they should always consult with a qualified attorney to have all of their legal questions answered, if any.

B. The Agricultural Employer's Obligations

(1) The AGER agrees to comply timely with all reasonable policies, procedures, and schedules established by the Agent/Consultant which it considers essential for the proper operation of the program to obtain domestic workers and/or H-2A workers, successful participation, and to promote compliance with applicable laws and regulations.

(2) The AGER acknowledges that it is familiar with the regulations and requirements of the H-2A program and agrees to comply with all of the terms and conditions of employment described in the AGER's Agricultural and Food Processing Clearance Order, ETA Form 790 and attachments, and Application for Temporary Employment Certification, ETA 9142 and attachments, (collectively the "Job Order") and with the agricultural work agreement, which describes all the material terms and conditions of employment and that is entered into with both U.S. and H-2A workers by the AGER. The AGER agrees to comply with all obligations imposed on the AGER as an employer of domestic and/or H-2A workers found in applicable law and regulations, including without limitation, those at 20 CFR Part 653 (DOL Interstate Clearance Order regulations); 20 CFR Part 655 (DOL H-2A Regulations); 29 CFR Part 501 (DOL Wage and Hour Enforcement Regulations); and applicable provisions at 8 CFR Parts 214, 215, and 274a (DHS regulations); and to always cooperate with all government agencies with jurisdiction. The AGER agrees to comply with ALL applicable laws and relevant regulations and specifically, but not limited to, 20 C.F.R. 655.120(wages), 122(content of job offer), 135(assurances and obligations), 153(contact former US workers), 155(referral of US workers), 167(document retention requirements) of the H-2A regulations.

(3) In particular, but not limiting the foregoing, the AGER agrees a) to pay their worker's required wages and benefits; b) to make only those deductions from their worker's paychecks that are required by law and only those deductions allowed by law; c) to provide housing as required by law that meets all applicable standards in effect at the time of occupancy; d) to timely reimburse required transportation and daily subsistence costs; e) to provide written detailed wage statements of their worker's total earnings, start time and stop time, nature of work each day, hourly rate and/or piece rate of pay, the hours of employment which had been offered to their worker, the hours actually worked by their worker, and itemization of all deductions made from their worker's wages and, if piece rates are used, the units produced daily, the AGER's name, address and Federal Tax Identification or Social Security Number; f) to terminate their worker only for lawful job related reasons; g) to secure and maintain workers' compensation coverage for each worker for the entire period of employment, with no lapses in coverage; h) to employ any qualified US worker(s), or, to interview and hire any qualified US worker(s) who applies directly to the AGER in accordance with the applicable regulations at 20 CFR 655; i) that the Agent/Consultant and the AGER are not and shall not be joint employers with respect to any of the AGER's employees. The Agent/Consultant does not exercise any control over any of the AGER's employees and does not hold any indicia of employment with respect to the AGER's employees. The AGER is the sole and exclusive employer. The AGER acknowledges that it is the employer solely and that NAC is not a joint employer.

(4) The AGER agrees to pay timely any judgment or penalty entered against the AGER and arising out of the AGER's violation of its obligations under applicable law or regulation, and to indemnify and hold harmless the Agent/Consultant and any of its other AGER Clients for such judgments or penalties and any attorneys' fees and costs incurred by the Agent/Consultant or other AGER Clients in defending against such alleged violation. The AGER acknowledges that the laws and regulations governing the employment of domestic agricultural workers and H-2A workers are subject to disputed and differing legal interpretations in various jurisdictions. Therefore, the AGER agrees that in matters in which a claim is made or litigation is instituted against the Agent/Consultant, the Agent/Consultant may exercise its discretion a) to settle such matters on behalf of the Agent/Consultant and the AGER on terms it deems appropriate; b) to litigate such matters; and c) to determine whether such settlements, judgments, penalties, costs and attorneys fees will be borne by the AGER out of whose alleged action or inaction the claim was based or, what amount, if any, will be borne by the Agent/Consultant and/or shared among its other AGER Clients. The terms of this Paragraph B. (4) survive any future separation from AGER and the Agent/Consultant by the AGER and the term of this Agreement.

(5) The AGER agrees to pay the Agent/Consultant any assessment levied by the Agent/Consultant as the AGER's share of legal and any other expense or liability incurred by the Agent/Consultant in defending, prosecuting or settling any dispute relating to an application for H-2A certification, claim, litigation, or administrative complaint or appeal, whether or not arising out of claims against the AGER or arising out of the fault of the AGER, in accordance with a formula approved by the Agent/Consultant. The terms of this paragraph B. (5) survive any future separation from AGER and the Consultant by the AGER and the term of this Agreement.

Cindy Szapka — Owner — DEC 17 2015 — 9/17/15

AGRICULTURAL EMPLOYER'S SIGNATURE — **Title** — **Date**

Cindy Szapka

Print NAME CLEARLY

Consultant,

By: Thomas Ward

National Agricultural Consultants LLC

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 Cindy Szapka Date: 12/16/15

* Employer's Signature Cindy Szapka DEC 17 2015

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.

Addendum - LeHigh Valley Garden Center

Employers		Total Workers Employed	Starting Date Ending Date	Housing Type	Housing Location County	Total Capacity	Total H2A Wrkrs
Cindy Szapka **LeHigh Valley Garden Center** 225 Stonebridge Rd Northampton, PA, 18067 (610) 261-4988 Crewleader, Greenhouse / Nursery	**(3036)**	40	2/15/16 12/10/15	wood frame	Northampton	6	0

Total Workers Employed	**40**
Total Housing Capacity	**6**
Total H2A Workers Requested	**0**
Total Employers	**1**

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Housing Types: AP - Apartment, BL - Block, HO - Hotel/Motel, ME - Metal, MH - Mobile Home, SH - Shared, WF - Wood Frame