

STATEMENT OF ASSURANCES and GUARANTEE

(To be submitted on employer's company letterhead – sample only)

In this application for Temporary Labor Certification, I (name of employer), assure that:

1. The recruited alien's agent or attorney has not been and will not be involved in the process of attempting to recruit qualified U.S. resident workers for the Job Opportunity;
2. The Employment Position is temporary, the Job Opportunity actually exists, and no qualified U.S. resident worker will be displaced or otherwise adversely affected as a result of the approval of the Application for Temporary Alien Labor Certification, and that, other things being equal, the Temporary Alien Worker's employment will be terminated before that of any U.S. resident worker employed in a similar position;
3. Reasonable efforts have been, and will continue to be, made by the employer to obtain qualified U.S. resident workers at the Prevailing Wage Rate, benefit levels, terms and conditions of employment, and working conditions no less favorable than those offered to the Temporary Alien Worker, and that the Job Opportunity is open to all qualified U.S. resident workers without regards to race, color, creed, national origin, age, sex or citizenship, and to U.S. resident workers with disabilities who are qualified, willing, able and available to perform the job offered;
4. The employer will not reject any qualified U.S. resident worker on the grounds that the employer's supervisory personnel speak a language other than English;
5. The Job Opportunity is not vacant because the former occupant is on strike or is being locked out in the course of a labor dispute, nor at issue in a labor dispute;
6. Should the employer provide housing for his employees, it shall comply with all applicable Federal and Local laws and regulations relative to housing facilities, during the period of which the certification is requested;
7. Where there is a reduction in force, the employer agrees to terminate the alien non-immigrant workers first in those job classifications in which there are U.S. resident workers;
8. The employer agrees to and shall comply with all applicable Federal and Local laws and regulations during the period for which the certification is requested;

9. The employer assures to the Department of Labor that there are no other contracts and/or agreements, on Guam or in Foreign Countries, binding their H-2B workers to terms, which are contrary to Federal or Local laws and regulations. The Employer further assures that he/she has read the regulations found in Title 17, Chapter 7, of the Guam Administrative Rules (GAR) and will comply or be assessed civil penalties in accordance with the rules. The employer understands that violation of this assurance may result in the revocation of his/her current Labor Certification and/or denial of future Labor Certifications;

10. The employer guarantees that they will comply with 17 GAR §7104(b)(4)(E) which mandates submission of a Statement of Guarantee where the employer guarantees that they will pay no less than the Prevailing Wage Rate (as established at the time the Application for Temporary Alien Labor Certification is submitted) to all foreign workers brought into Guam through the H-2B Visa Program and any similarly employed U.S. workers. The employer will further guarantee that identical benefits and working conditions exist for U.S. resident workers and Alien Laborers.

The above assurances and guarantees are made to the Department of Labor by (name of employer and title) of (name of company).

EMPLOYER SIGNATURE

GUAM))
)) ss
CITY OF HAGATNA))

BEFORE ME A NOTARY PUBLIC, in and for Guam, personally appeared, _____, know to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same of their own free act and will.

IN WITNESS THEREOF, I have hereunto affixed my name and official seal in the City of Hagatna, this _____ day of _____, 200__.

NOTARY PUBLIC