



H-2A Agricultural Clearance Order
 Form ETA-790A
 U.S. Department of Labor

A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crop								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 4/6/2026				4. Last Date * 10/30/2026
		49	49					
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *	
40	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday	
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday	
							a. 7 : 30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
							b. 2 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 18 . 22		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 00 . 00		<small>Wage applicable to foreign H-2A workers is \$16.93 per hour. La tasa salarial aplicable a los trabajadores extranjeros H-2A es de \$16.93 por hora</small>		
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
10. Frequency of Pay: * <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) The employer may make the following deductions: Social Security tax and federal income tax withholding as required by Federal, State and local law, cash advances, over-payment of wages, and for damages to employer provided housing, beyond normal wear and tear, after the damage has occurred, the individual worker was found to have caused the damage, and after gaining written authorization from the worker to make a payroll deduction.								



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>100</u> lbs.		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input checked="" type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input checked="" type="checkbox"/> i. Frequent stooping or bending over <input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
6. Additional Information Regarding Job Qualifications/Requirements. *			
<i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i> This type of work, involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain.			

C. Place of Employment Information

1. Place of Employment Address/Location *				
249-101 Dover Ct				
2. City *	3. State *	4. Postal Code *	5. County *	
Westfield	Wisconsin	53964	Marquette County	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Worksite location may include adjacent or surrounding fields.				
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *				
W13475 Cottonville Ave				
2. City *	3. State *	4. Postal Code *	5. County *	
Coloma	Wisconsin	54930	Waushara County	
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public			3	24
9. Identify the entity that determined the housing met all applicable standards: *				
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> *				
The employer will provide housing, without charge to the worker. Workers should maintain housing in a clean manner. Family Housing is not available and is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Also will provide transportation once per week to go to the stores and do laundry.

2. The employer: *

	<input checked="" type="checkbox"/> WILL NOT charge workers for meals.		
	<input type="checkbox"/> WILL charge each worker for meals at	\$ ____ . ____	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 For workers residing in the employer's housing, employer will provide transportation between housing and worksite locations and for personal errands (e.g., groceries, banking services) in the form of buses and vans between employees housing location to the actual work site and return at the end of the workday without cost to the worker.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
 (Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>16</u> . <u>28</u>	per day *
	b. no more than	\$ <u>68</u> . <u>00</u>	per day with receipts

G. Referral and Hiring Instructions



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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Applicants should contact the nearest Career Center for preemployment screening before contacting the employer, workers that meet the criteria will be interviews via telephone. All referrals are to be made to Pedro Buenrostro Jr (863) 244-7583 Monday to Friday 8:00 am to 5:00 pm. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and they understand all the terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work the offered hours in any one of the listed activities at the discretion of the employer.

The employer may offer the worker more than the specified hours of work on a single workday but the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays.

2. Telephone Number to Apply * +1 (863) 244-7583	3. Extension § N/A	4. Email Address to Apply * pedrobuenrostro13@gmail.com
5. Website Address (URL) to Apply * N/A		

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
 - A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
 - B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
 - C. 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. 20 CFR 653.501(c)(3)(iii).
 - D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning 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. 20 CFR 653.501(c)(3)(iv).
 - E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
 - F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance 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. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.

1. Last (family) name * Buenrostro Jr.	2. First (given) name * Pedro	3. Middle initial §
4. Title * President		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 1/30/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Hartung Brothers Incorporated	County Highway V Hancock, Wisconsin 54943 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	2164 W 10th Dr Adams, Wisconsin 53910 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	2613 County Rd Z Friendship, Wisconsin 53934 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	2846 17th Dr Adams, Wisconsin 53910 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	1838-1848 Edgewood Ave Friendship, Wisconsin 53934 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	2826 1st Ave Coloma, Wisconsin 54930 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	14871 Nelson Rd Nekoosa, Wisconsin 54457 WOOD COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	221 Chicago Ave Coloma, Wisconsin 54930 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	3301-3365 8th Ave Winsconsin Dells, Wisconsin 53965 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	48
Hartung Brothers Incorporated	2574 8th Ave Adams, Wisconsin 53910 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Hartung Brothers Incorporated	1701-1799 16th Ave Friendship, Wisconsin 53934 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	3rd Ave Coloma, Wisconsin 54930 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	2750-2798 18th Ave Friendship, Wisconsin 53934 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	N15107 20th Ave N Nekoosa, Wisconsin 54457 WOOD COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	4th Dr Westfield, Wisconsin 53964 MARQUETTE COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	612-698 Gem Ave Wisconsin Dells, Wisconsin 53965 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	15359-15415 20th Ave N Nekoosa, Wisconsin 54457 WOOD COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	2214 10th Ave Adams, Wisconsin 53910 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	Unnamed Road Friendship, Wisconsin 53934 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	626-698 Edgewood Ave Grand Marsh, Wisconsin 53936 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Hartung Brothers Incorporated	801-899 Fish Ave Wisconsin Dells, Wisconsin 53965 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	1300-1398 17th Ave Arkdale, Wisconsin 54613 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	12th St E Necedah, Wisconsin 54646 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	3495-3531 6th Ct Wisconsin Dells, Wisconsin 53965 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	1374-1388 County Highway F Adams, Wisconsin 53910 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	3339-3381 9th Ave Wisconsin Dells, Wisconsin 53965 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	1422 State Hwy 13 Friendship, Wisconsin 53934 ADAMS COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Hartung Brothers Incorporated	Wisconsin 21 Coloma, Wisconsin 54930 WAUSHARA COUNTY	worksite location may include adjacent or surrounding fields	6/15/2026	8/10/2026	49
Flyte Family Farmers, LLC	N3063 County Rd V Hancock, Wisconsin 54943 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Flyte Family Farmers, LLC	N1167 2nd Ln Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Flyte Family Farmers, LLC	9692 Cottonville Dr. Wautoma, Wisconsin 54982 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Flyte Family Farmers, LLC	301 County Hwy JJ Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Flyte Family Farmers, LLC	W13918 Cottonville Ave. Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Flyte Family Farmers, LLC	3rd Ave. Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Flyte Family Farmers, LLC	5586 County Hwy Z Westfield, Wisconsin 53964 MARQUETTE COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Flyte Family Farmers, LLC	W 13450 Cottonville Ave. Coloma, Wisconsin 54930 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Flyte Family Farmers, LLC	N2366 1st Ave. Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Flyte Family Farmers, LLC	W 13450 Cottonville Ave. Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Flyte Family Farmers, LLC	8849 County Hwy B Westfield, Wisconsin 53964 MARQUETTE COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
J.R Flyte d/b/a Flyte Family Farms	W13918 Cottonville Ave. Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
J.R Flyte d/b/a Flyte Family Farms	5586 County Hwy Z Westfield, Wisconsin 53964 MARQUETTE COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
J.R Flyte d/b/a Flyte Family Farms	N2366 1st Ave. Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
J.R Flyte d/b/a Flyte Family Farms	N3063 County Rd V Hancock, Wisconsin 54943 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
J.R Flyte d/b/a Flyte Family Farms	9692 Cottonville Dr. Wautoma, Wisconsin 54982 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
J.R Flyte d/b/a Flyte Family Farms	301 County Hwy JJ Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
J.R Flyte d/b/a Flyte Family Farms	W 13602 Cottonville Ave. Coloma, Wisconsin 54930 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
J.R Flyte d/b/a Flyte Family Farms	N1167 2nd Ln Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
J.R Flyte d/b/a Flyte Family Farms	8849 County Hwy B Westfield, Wisconsin 53964 MARQUETTE COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
J.R Flyte d/b/a Flyte Family Farms	3rd Ave. Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Signature Farms LLC	349 County Rd M Coloma, Wisconsin 54930 WAUSHARA COUNTY	Worksite location may include adjacent or surrounding fields	5/15/2026	10/30/2026	49

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Signature Farms, LLC	249-101 Dover Ct Westfield, Wisconsin 53964 MARQUETTE COUNTY	Worksite location may include adjacent or surrounding fields	5/15/2026	10/30/2026	49
Signature Farms, LLC	2852-2800 2nd Dr Oxford, Wisconsin 53952 MARQUETTE COUNTY	Worksite location may include adjacent or surrounding fields	5/15/2026	10/30/2026	49
Signature Farms LLC	373 County Rd M Coloma, Wisconsin 54930 WAUSHARA COUNTY	Worksite locations may include nearby or adjacent fields	5/15/2026	10/30/2026	49
Weekly Farms	5983 County Rd. KK Plainfield, Wisconsin 54966 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Brian Bula Farms	2685 5th Ave Oxford, Wisconsin 53952 MARQUETTE COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Nathan Bula Farms	535 Elk Ave Oxford, Wisconsin 53952 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Gary Bula Farms	535 Elk Ave Oxford, Wisconsin 53952 ADAMS COUNTY	Work site location may include nearby or adjacent fields	4/6/2026	10/30/2026	49
Cottonville Farms LLC	251 Cottonville Ave. Coloma, Wisconsin 54930 ADAMS COUNTY	Work site location may include nearby or adjacent fields	9/15/2026	10/15/2026	49
Henry Farms, LLC.	7794 Patton Rd. Dane, Wisconsin 53529 DANE COUNTY	Work site location may include nearby or adjacent fields	6/15/2026	8/10/2026	49
Nelson Family Tree Farms LLP	Apache Dr Wild Rose, Wisconsin 54984 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	10/1/2026	10/30/2026	49

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Nelson Family Tree Farms LLP	17th Dr Wild Rose, Wisconsin 54984 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	10/1/2026	10/30/2026	49
Nelson Family Tree Farms LLP	5914-5980 15th Ave Almond, Wisconsin 54909 PORTAGE COUNTY	Worksite locations may include nearby or adjacent fields	10/1/2026	10/30/2026	49
Nelson Family Tree Farms LLP	W8447 Apache Dr Wild Rose, Wisconsin 54984 WAUSHARA COUNTY	Worksite locations may include nearby or adjacent fields	10/1/2026	10/30/2026	49
Rocky Ridge Tree Farm LLC	N6856 N Long Lake Rd Waupaca, Wisconsin 54981 WAUSHARA COUNTY	Work site location may include nearby or adjacent fields	7/1/2026	10/30/2026	49

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	732 County Road J Friendship, Wisconsin 53934 ADAMS COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	5	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	2098 3rd Drive Coloma, Wisconsin 54930 ADAMS COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	4	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1897 W 7th Ave Friendship, Wisconsin 53934 ADAMS COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	4	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	532 East King St Coloma, Wisconsin 54930 WAUSHARA COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	37	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1885/1885-A West 7th Ave Friendship, Wisconsin 53934 ADAMS COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	2	5	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	2252 County Road G Westfield, Wisconsin 53964 MARQUETTE COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	7	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1006 Edgewood Ave Adams, Wisconsin 53910 ADAMS COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	6	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	529 Elk Ave Oxford, Wisconsin 53952 MARQUETTE COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	14	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	3153 10th Ave, Grand Marsh, Wisconsin 53936 ADAMS COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	6	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	W14231 Cottonville Ave Coloma, Wisconsin 54930 WAUSHARA COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	6	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	W14102 State Road 21 Coloma, Wisconsin 54930 WAUSHARA COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	5	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	352 Dakota Ave Coloma, Wisconsin 54930 WAUSHARA COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	6	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	752 County Road J Friendship, Wisconsin 53934 ADAMS COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	8	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	630 Evergreen Dr. Grand Marsh, Wisconsin 53936 ADAMS COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	4	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	N5237 County Rd E Pine River, Wisconsin 54965 WAUSHARA COUNTY	The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided.	1	8	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will perform assign duties as instructed by their supervisor.</p> <p>Rogueing: the worker will walk down the aisles between the plants in the corn fields, removing the corn plants that are from a different species leaving the field ready for detasseling.</p> <p>Corn detasseling: the worker will walk down the aisles between the plants in the corn fields, removing the spikes that are left after the detasseling machine passes through. Workers will remove the spikes and drop them on the ground.</p> <p>Seed Corn Sorting: After the machine harvests the seed corn from the fields, the corn cobs will be put on a conveyor belt so the workers can sort the corn cubs by size and class.</p> <p>Planting of fruits and vegetables: A tractor will go over the fields making holes for the plants, workers will grab a tray of plants from the truck, walking down the rows the worker will put one plants per hole, when finish with the tray, the worker will walk back to the truck and grab another tray of plants, repeating the process through the work day. Harvesting of Fruit and Vegetables: Once at the picking location, doing a row at a time, workers will move down the rows plucking the crop from the plants and putting them in a container. Once the container is full the worker will take the container to the truck and dump the content. The worker will go back to his picking area and fill his container up again, repeating the process through the work day.</p> <p>Potato Planting: Potato planting is done by machine, with a sharp knife; workers will cut the seed potatoes in four and put the pieces into the machine, once the machine is ready for planting it will be taken to the fields. Potatoes Harvesting: The worker will pick the potatoes up from the ground placing them in a 5/8 BU bucket, once the bucket is full, the worker will take the bucket to the truck and dump the potatoes in the back of the truck, repeating the process throughout the day. Sorting potatoes & vegetables: Potatoes & potatoes will be harvested by machine and put in a conveyor belt; workers will stand by the conveyor belt and sort the potatoes and vegetables by size and quality at the same time workers will need to remove debris. Sweet Potatoes: Plantation: Workers will select large sweet potato plant from the beds; they will cut the plant and place into a basket. Once the basket is full and tight the process will be done again. The worker must be able to complete three baskets every hour. Workers will then plant sweet potato by machine and by hand. When planting by machine the worker will repeatedly set a plant on the butterfly device that holds the plant. The plant end must stick out of the butterfly device at least 2-3 inches in order to be planted correctly. When done by hand the worker will walk down the field make a 3 inch hole in the ground, place the plant in the hole, cover the hole firmly, and space each hole about 10 inches apart repeatedly throughout the daily shift. Sweet potato Harvesting: The worker will pick the sweet potatoes up from the ground by class. There are 3 types of classes of sweet potato that require harvesting at once which are number 1's (large potato), canner (medium small broken cracked unshaped potato's), and seed (small potato's). The worker must first select number 1's placing them in a five gallon bucket, once the bucket is full, the worker will take the bucket to the truck and dump the sweet potatoes in the back of the truck. A small ticket will be given to you to keep and a total will be counted at the end of each day. The workers will then go back to the picking area and fill his bucket up with canner sweet potato. Once the bucket is full the worker will take the bucket to the truck and dump the bucket. The worker will go back to his picking area and fill his bucket up with seed sweet potato.</p>			

b. Job Offer Information 2

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For workers hired from beyond normal commuting distance, the employer shall reimburse the worker for costs incurred for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to the place of employment. Inbound reimbursement will be issued after the worker completes 50 percent of the work contract period and will be based on no less than the most economical and reasonable charges for the distance involved.</p>			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued Part 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Packing: When the bus is full, it will be taken to the packing house where the workers will unload the crops and put it in a conveyer belt that will transport the crops into the packing house where it will be separated by size, labeled and packed.</p> <p>Note: The Packing houses are located inside the Farms and at least 50% of the product processed belongs to the Fixed Site Employer.</p> <p>Planting of cabbage: A tractor will go over the fields making holes for the plants, workers will grab a tray of plants from the truck, walking down the rows the worker will put one plants per hole, when finish with the tray, the worker will walk back to the truck and grab another tray of plants, repeating the process through the work day. Cabbage harvesting: The cabbage Cutters will line up in designated cabbage rows. Workers will bend over each cabbage to cut. After cutting the cabbage, workers will inspect and trim. Workers will then put the cabbage in a bag and put the bag on a stainless steel table that will be continually pushed behind the cutters as they proceed on their rows. Workers should be able to keep up with the machine. Sorting: Workers will sort heads of cabbage ensuring product is reasonable solidity, and are not withered, puffy, or burst and which are free from soft rot, seed stems, and from damage caused by discoloration, freezing, disease, insects or mechanical or other means. Stems shall be cut so that they do not extend more than one-half inch beyond the point of attachment of the outermost leaves. Packing: Trucks will take the harvested cabbage to the packing house which is located inside the farm, workers will be separated the cabbage by size, labeled and packed. Field packing: workers will place harvested cabbage onto the stainless steel packing table on the harvesting machine. The workers standing on the harvesting machine will pack the cabbage into boxes; once boxes are full the worker will staples the boxes shut and are loaded onto a trailer.</p> <p>Workers who qualify may occasionally help with moving trucks and using forklifts. Field Maintenance: workers will Hand Weeding, Rock removal, Stick removal, Painting, Grass trimming, Wood box construction, washing boxes mulching, produce packaging. Christmas Trees: Workers will perform heavy manual labor including but not limited to planting, cultivating, pruning, fertilizing Christmas trees. Cut, bale and stack fresh-cut Christmas trees by hand. Load fresh-cut Christmas trees by hand. Workers will make wreaths and garland/roping from cut greenery produced on the farm. Job is outdoors and continues in all types of weather. Must be able to lift and carry 100 lbs, workers may work in teams to lift. repetitively throughout the workday.</p> <p>Equipment Operation (Non-Essential / Incidental Duty) Operation of farm equipment is a non-essential and incidental duty. On an occasional, infrequent, and very short-duration basis, workers may assist under direct supervision with minor movement of a tractor, truck, or forklift within farm boundaries only. This assistance is limited to supporting field or material-handling activities. No prior experience, training, or specialized license is required at the time of hire. This assistance is not tied to productivity standards and will not replace or displace regular equipment operators.</p>			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued Part 3
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The worker in order to perform this kind of work must be able to work outside for at least 6 hours a day in all kinds of weather and be in a possession of the requisite physical strength and endurance, working quickly and skillfully with their hands repeatedly. The employer will provide the tools necessary (if applicable) to perform the described job duties without charge to the worker. Employer may deduct the reasonable cost of damages and/or replacement of tools and/or equipment if such repair or replacement results from willful neglect or gross negligence after the damage has occurred and after gaining the employee's written authorization to make the deduction.</p> <p>Employees may volunteer to work additional hours when work is available. While available hours may occasionally exceed the hours offered, such additional hours are not guaranteed. Workers are not required to work beyond the daily or weekly hours stated in the contract, nor on a worker's Sabbath or federal holidays. Workers should expect occasional periods of little or no work due to weather, crop maturity, or other conditions beyond the employer's control. These periods may occur at any time throughout the season. If a worker requests a leave of absence during the contract period while work is available, the hours missed during that leave will be deducted from hours worked but still counted toward the total hours offered under the ETA-790 for purposes of meeting the three-quarter guarantee.</p> <p>Los empleados pueden ofrecerse voluntariamente a trabajar horas adicionales cuando haya trabajo disponible. Aunque las horas disponibles pueden ocasionalmente exceder las horas ofrecidas, dichas horas adicionales no estn garantizadas. Los trabajadores no estn obligados a trabajar ms all de las horas diarias o semanales establecidas en el contrato, ni en el da de descanso religioso del trabajador ni en los das festivos federales. Los trabajadores deben esperar periodos ocasionales de poco o ningn trabajo debido al clima, la madurez del cultivo u otras condiciones fuera del control del empleador. Estos perodos pueden ocurrir en cualquier momento durante la temporada. Si un trabajador solicita un permiso de ausencia durante el periodo del contrato cuando hay trabajo disponible, las horas no trabajadas durante dicho permiso se deducirn de las horas trabajadas, pero aun as se cuentan para el total de horas ofrecidas bajo el ETA-790 con el fin de cumplir con la garanta de las tres cuartas partes</p> <p>A copy of the work contract, or ETA Form 790 in lieu of a separate contract, including any approved modifications, will be provided in the language the worker understands. For H-2A workers, the contract will be provided no later than the time of visa application. For workers in corresponding employment, the contract will be provided no later than the first day of work. For H-2A workers transferring to a subsequent H-2A employer, the contract will be provided no later than the time the subsequent offer of employment is made.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Los trabajadores harán los deberes asignados por el supervisor. Cortar la mezcla de maz: El trabajador caminará por los pasillos entre las plantas en los campos de maz, removiendo las plantas que son de diferente especie dejando el campo listo para espigar. Espigar: El trabajador caminará por los pasillos entre las plantas en los campos de maz, removiendo espigas que deja la maquina despues de espigar, los trabajadores removerán las espigas y las dejarán en el suelo. Clasificación del maz para semilla: Cuando la maquina termina de remover el maz para semilla, las mazorcas serán puestas en la banda transportadora para que los trabajadores las clasifiquen por tamaño y clase. Siembra de frutas/vegetales: El tractor pasará por los campos haciendo huecos para plantar, los trabajadores tomarán una charola de plantas del camión y caminando por los surcos pondrán una planta en cada hueco, al terminar con todas las plantas de la charola, regresarán al camión por otra charola de plantas, repitiendo el proceso durante el día. Cosecha de frutas/vegetales; Ya estando en la locación de la cosecha, haciendo un surco a la vez, los trabajadores avanzarán arrancando frutas/vegetales de las plantas y poniéndolos en un contenedor cuando el contenedor este lleno, el trabajador lo llevará al camión y vaciará el contenido en la parte trasera del camión, el trabajador regresará al rea de cosecha y llenará el contenedor nuevamente, repitiendo el proceso durante el día. Plantación de Papas: La siembra de papa se hace a maquina, con un cuchillo afilado, los trabajadores cortarán la papa para semilla en cuatro y pondrán los trozos en la maquina, una vez que la maquina est lista para plantar se llevará al campo. Cosecha de papa: El trabajador recogerá la papa de la tierra poniéndolos en cubetas de 5/8 BU, cuando la cubeta est llena, el trabajador la llevará al camión y vaciará los camotes en la parte trasera del camión, repitiendo este proceso durante el día. Clasificación de las papas y vegetales: las papas y vegetales se cosecharán por maquina y se colocarán en una cinta transportadora, los trabajadores se colocarán junto a la cinta transportadora y clasificarán las papas y vegetales por tamaño y calidad, al mismo tiempo que los trabajadores deberán retirar los desechos. Siembra de camote: Los trabajadores escogerán las plantas grandes de los surcos de camote, cortarán la planta y la pondrán en una canasta, ya que la canasta est llena ajustadamente se repetirá el proceso, el trabajador deberá de poder completar 3 canastas por hora. Entonces los trabajadores sembrarán el camote a mano y a maquina. Cuando se siembre a maquina, el trabajador repetidamente pondrá una planta en el dispositivo que sostiene las plantas. La punta de la planta debe de sobresalir del dispositivo de 2-3 pulgadas para que pueda ser sembrada correctamente. Cuando se siembre a mano, el trabajador caminará por el campo haciendo un agujero de 3 pulgadas en la tierra, pondrá la planta en el agujero y cubrirá el agujero firmemente, los agujeros deberán estar a 10 pulgadas de separación, repitiendo el proceso durante el día. Cosecha de camote: El trabajador recogerá el camote de la tierra por clase, hay 3 tipos de clase de camote que requieren cosecharse inmediatamente, son: números 1 (camote grande), de conserva (camote mediano, chico, roto, rajado y malformado) y de semilla (camote chico).</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Los trabajadores deberán primero seleccionar los números 1 poniéndolos en cubetas de 5 galones, cuando la cubeta est llena, el trabajador la llevará al camión y vaciará los camotes en la parte trasera del camión, se le dará un boleto al trabajador por cada cubeta y se hará la cuenta de boletos al final del día, el trabajador regresará al rea de cosecha y llenará la cubeta con camote de conserva, una vez llena la cubeta el trabajador la llevará al camión para vaciarla, despues el trabajador regresará al rea de cosecha y llenará las cubetas con camote de semilla, una vez llena la cubeta la llevará al camión para vaciar. Empaque: Cuando el camión este lleno se transportará a la empacadora donde los trabajadores descargarán el camión poniendo los cultivos en una banda transportadora que llevará los cultivos adentro de la empacadora donde los trabajadores la separarán por tamaños las etiquetarán y las empacarán. Nota: Las empacadoras se encuentran dentro de las granjas y por lo menos 50% de la cosecha que se procesa le pertenece al empleador agrícola. Siembra de repollo: Un tractor pasará por los campos haciendo hoyos para las plantas; los trabajadores tomarán una charola de plantas del camión y, caminando por los surcos, el trabajador pondrá una planta por hoyo. Al terminar con la charola, el trabajador regresará al camión para tomar otra charola de plantas, repitiendo el proceso durante la jornada laboral. Cosecha de repollo: Los cortadores de repollo se alinearán en los surcos designados. Los trabajadores se agacharán sobre cada repollo para cortar. Despues de cortar el repollo, los trabajadores lo inspeccionarán y limpiarán. Luego, los trabajadores pondrán el repollo en una bolsa y colocarán la bolsa en una mesa de acero inoxidable que será empujada continuamente detras de los cortadores conforme avancen en sus surcos. Los trabajadores deben ser capaces de mantener el ritmo de la maquina. Selección: Los trabajadores seleccionarán las cabezas de repollo asegurándose de que el producto tenga una solidez razonable y que no este marchito, inflado o reventado; también que este libre de pudrición blanda, tallos de semilla y de daños causados por decoloración, congelación, enfermedades, insectos o medios mecánicos u otros. Los tallos se cortarán de modo que no sobresalgan más de media pulgada más allá del punto de unión de las hojas más externas. Empaque: Los camiones llevarán el repollo cosechado a la empacadora que se encuentra dentro del rancho; los trabajadores separarán el repollo por tamaño, lo etiquetarán y lo empacarán. Empaque en campo: Los trabajadores colocarán el repollo cosechado en la mesa de empaque de acero inoxidable de la cosechadora. Los trabajadores que estn parados en la maquina empacarán el repollo en cajas; una vez que las cajas esten llenas, el trabajador las engrapará y se cargarán en un remolque. Mantenimiento de los campos: los trabajadores deshierbarán a mano, removerán rocas, removerán estacas, pintarán, recortarán la grama, armarán cajas de madera, pondrán mulch en las moras azules y empacarán vegetales.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 3
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Para poder desempeñar este trabajo, el trabajador debera poder trabajar afuera por lo menos seis horas por dia en todo tipo de clima y tener la fuerza fisica suficiente, trabajando rapida y eficazmente con las manos. El empleador proporcionara las herramientas necesarias (si aplica) para realizar los deberes anteriormente descritos, sin costo al trabajador. El empleador puede deducir el costo razonable de los danos y/o el reemplazo de herramientas y/o equipo si dicha reparacion o reemplazo resulta de negligencia intencional o negligencia grave despues de que el dano haya ocurrido y despues de obtener la autorizacion por escrito del empleado para hacer la deduccion.</p> <p>Los empleados pueden ofrecerse voluntariamente a trabajar horas adicionales cuando haya trabajo disponible. Aunque las horas disponibles pueden ocasionalmente exceder las horas ofrecidas, dichas horas adicionales no estn garantizadas. Los trabajadores no estn obligados a trabajar ms all de las horas diarias o semanales establecidas en el contrato, ni en el da de descanso religioso del trabajador ni en los das festivos federales. Los trabajadores deben esperar periodos ocasionales de poco o ningn trabajo debido al clima, la madurez del cultivo u otras condiciones fuera del control del empleador. Estos periodos pueden ocurrir en cualquier momento durante la temporada. Si un trabajador solicita un permiso de ausencia durante el periodo del contrato cuando hay trabajo disponible, las horas no trabajadas durante dicho permiso se deducirn de las horas trabajadas, pero aun as se contarn para el total de horas ofrecidas bajo el ETA-790 con el fin de cumplir con la garanta de las tres cuartas partes.</p> <p>Se proporcionara una copia del contrato de trabajo, o del Formulario ETA-790 en lugar de un contrato separado, incluyendo cualquier modificacion aprobada, en un idioma que el trabajador pueda entender. Para los trabajadores H-2A, el contrato se proporcionara a mas tardar en el momento de la solicitud de visa. Para los trabajadores en empleo correspondiente, el contrato se proporcionara a mas tardar el primer dia de trabajo. Para los trabajadores H-2A que se transfieran a un empleador H-2A subsecuente, el contrato se proporcionara a mas tardar en el momento en que se haga la oferta de empleo subsecuente.</p> <p>Arboles de Navidad: Los trabajadores realizarn trabajos manuales pesados que incluyen, entre otros, la siembra, el cultivo, la poda, fertilizacin de rboles de Navidad. Cortar, empacar y apilar rboles de Navidad recin cortados a mano. Cargar rboles de navidad recin cortados a mano. Los trabajadores harn guirnaldas y de la vegetacin cortada producida en la granja. El trabajo es al aire libre y continua en todo tipo de clima. Debe ser capaz de levantar y transportar 100 lbs, los trabajadores podrn trabajar en equipo para levantar.. repetidamente a lo largo de la jornada laboral.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish version part 4
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Operacion de Equipos (Tarea No Esencial / Incidental): La operacion de equipos agricolas es una tarea no esencial e incidental. De manera ocasional, infrecuente y de muy corta duracion, los trabajadores pueden asistir bajo supervision directa con el movimiento menor de un tractor, camion o montacargas dentro de los limites de la granja, unicamente para apoyar actividades de campo o manejo de materiales. No se requiere experiencia previa, capacitacion ni licencia especializada al momento de la contratacion. Esta asistencia no esta vinculada a estandares de productividad y no reemplazara ni desplazara a los operadores regulares de equipos.</p> <p>Para poder desempeñar este trabajo, el trabajador debera poder trabajar afuera por lo menos seis horas por dia en todo tipo de clima y tener la fuerza fisica suficiente, trabajando rapida y eficazmente con las manos. El empleador proporcionara las herramientas necesarias (si aplica) para realizar los deberes anteriormente descritos, sin costo al trabajador. El empleador puede deducir el costo razonable de los danos y/o el reemplazo de herramientas y/o equipo si dicha reparacion o reemplazo resulta de negligencia intencional o negligencia grave despues de que el dano haya ocurrido y despues de obtener la autorizacion por escrito del empleado para hacer la deduccion.</p> <p>Los empleados pueden ofrecerse voluntariamente a trabajar horas adicionales cuando haya trabajo disponible. Aunque las horas disponibles pueden ocasionalmente exceder las horas ofrecidas, dichas horas adicionales no estn garantizadas. Los trabajadores no estn obligados a trabajar ms all de las horas diarias o semanales establecidas en el contrato, ni en el da de descanso religioso del trabajador ni en los das festivos federales. Los trabajadores deben esperar periodos ocasionales de poco o ningn trabajo debido al clima, la madurez del cultivo u otras condiciones fuera del control del empleador. Estos periodos pueden ocurrir en cualquier momento durante la temporada. Si un trabajador solicita un permiso de ausencia durante el periodo del contrato cuando hay trabajo disponible, las horas no trabajadas durante dicho permiso se deducirn de las horas trabajadas, pero aun as se contarn para el total de horas ofrecidas bajo el ETA-790 con el fin de cumplir con la garanta de las tres cuartas partes.</p> <p>Se proporcionara una copia del contrato de trabajo, o del Formulario ETA-790 en lugar de un contrato separado, incluyendo cualquier modificacion aprobada, en un idioma que el trabajador pueda entender. Para los trabajadores H-2A, el contrato se proporcionara a mas tardar en el momento de la solicitud de visa. Para los trabajadores en empleo correspondiente, el contrato se proporcionara a mas tardar el primer dia de trabajo. Para los trabajadores H-2A que se transfieran a un empleador H-2A subsecuente, el contrato se proporcionara a mas tardar en el momento en que se haga la oferta de empleo subsecuente.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Spanish Version
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Para los trabajadores contratados fuera de una distancia razonable para viajar diariamente al trabajo, el empleador reembolsar al trabajador los gastos incurridos por transporte y subsistencia diaria (viticos), segun lo exigen las regulaciones del Departamento de Trabajo (DOL), desde el lugar de origen del trabajador hasta el lugar de empleo. El reembolso del transporte de llegada se efectuar despues de que el trabajador complete el 50 por ciento del periodo del contrato de trabajo y se basar en los cargos mnimos ms economicos y razonables para la distancia involucrada.</p> <p>Al finalizar el periodo del contrato de trabajo, o si el trabajador es despedido sin causa justificada, el empleador proporcionar o pagar el transporte de salida del trabajador y la subsistencia diaria hasta el lugar desde donde vino el trabajador, sin tener en cuenta empleos intermedios. Si el trabajador ha contratado con un empleador posterior que no haya aceptado proporcionar o pagar dichos gastos, el empleador actual proporcionar o pagar el transporte y la subsistencia; sin embargo, el empleador no est obligado a cubrir dichos gastos si el empleador posterior ha acordado contractualmente pagar el traslado del trabajador desde el sitio de trabajo del empleador actual hasta el sitio de trabajo del nuevo empleador. Prestacin de transporte y eleccin del trabajador: El empleador proporcionar un servicio de autobs chrter para todos los viajes de llegada y de salida. Los trabajadores pueden elegir utilizar este servicio de autobs chrter proporcionado por el empleador, en cuyo caso el empleador pagar el servicio directamente y proporcionar la subsistencia diaria requerida. Alternativamente, los trabajadores pueden optar por rechazar el servicio de autobs proporcionado por el empleador y organizar su propio viaje. Si un trabajador rechaza el servicio, el empleador le reembolsar (o le proporcionar un anticipo) una cantidad igual al costo del servicio de autobs chrter del empleador, ms la subsistencia diaria requerida. Los trabajadores que organicen su propio viaje reconocen que son responsables de pagar cualquier diferencia en el costo si el mtodo de viaje elegido es ms caro que el servicio de autobs proporcionado por el empleador.</p>			

j. Job Offer Information 10

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Upon completion of the work contract period, or if the worker is terminated without cause, the employer will provide or pay for the worker's outbound transportation and daily subsistence to the place from which the worker came, disregarding intervening employment. If the worker has contracted with a subsequent employer who has not agreed to provide or pay for such expenses, the employer will provide or pay for the transportation and subsistence; however, the employer is not required to provide such expenses if the subsequent employer has contractually agreed to pay for the worker's travel from the employer's work site to the subsequent work site. Provision of Transportation and Worker Election: The employer will provide a charter bus service for all inbound and outbound travel. Workers may elect to utilize this employer-provided charter bus service, in which case the employer will pay for the service directly and provide the required daily subsistence. Alternatively, workers may choose to decline the employer-provided bus service and arrange their own travel. If a worker declines the service, the employer will reimburse the worker (or provide an advance) in an amount equal to the cost of the employer's charter bus service, plus the required daily subsistence. Workers who arrange their own travel acknowledge that they are responsible for paying any difference in cost if their chosen method of travel is more expensive than the employer-provided bus service.</p> <p>Al finalizar el periodo del contrato de trabajo, o si el trabajador es despedido sin causa justificada, el empleador proporcionar o pagar el transporte de salida del trabajador y la subsistencia diaria hasta el lugar desde donde vino el trabajador, sin tener en cuenta empleos intermedios. Si el trabajador ha contratado con un empleador posterior que no haya aceptado proporcionar o pagar dichos gastos, el empleador actual proporcionar o pagar el transporte y la subsistencia; sin embargo, el empleador no est obligado a cubrir dichos gastos si el empleador posterior ha acordado contractualmente pagar el traslado del trabajador desde el sitio de trabajo del empleador actual hasta el sitio de trabajo del nuevo empleador. Prestacin de transporte y eleccin del trabajador: El empleador proporcionar un servicio de autobs chrter para todos los viajes de llegada y de salida. Los trabajadores pueden elegir utilizar este servicio de autobs chrter proporcionado por el empleador, en cuyo caso el empleador pagar el servicio directamente y proporcionar la subsistencia diaria requerida. Alternativamente, los trabajadores pueden optar por rechazar el servicio de autobs proporcionado por el empleador y organizar su propio viaje. Si un trabajador rechaza el servicio, el empleador le reembolsar (o le proporcionar un anticipo) una cantidad igual al costo del servicio de autobs chrter del empleador, ms la subsistencia diaria requerida. Los trabajadores que organicen su propio viaje reconocen que son responsables de pagar cualquier diferencia en el costo si el mtodo de viaje elegido es ms caro que el servicio de autobs proporcionado por el empleador.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements Spanish Version
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This type of work, involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. The work requires a high level of physical conditioning.</p> <p>Este tipo de trabajo implica condiciones de trabajo que requieren una resistencia tremenda, un alto nivel de actividad fsica en condiciones de fro o calor extremo bajo la luz solar directa y en condiciones climticas adversas como la lluvia. El trabajo requiere un alto nivel de acondicionamiento fsico. Una licencia de conducir y un certificado de contratista de trabajo agricola con autorizaciones de Manejo como requerido por las leyes y regulaciones locales, estatales y federales.</p>			

l. Job Offer Information 12

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring Spanish Version
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Los solicitantes deben comunicarse con el Centro de Carreras ms cercano para una evaluacin previa al empleo antes de comunicarse con el empleador; los trabajadores que cumplan con los criterios sern entrevistados por telefono. Todas las referencias deben hacerse a Pedro Buenrostro Jr (863) 244-7583 de lunes a viernes de 8:00 am a 5:00 pm. Antes de la recomendacin, cada trabajador debe leer o hacer que le lean una copia de la Oferta de Trabajo y comprender todos los trminos y condiciones de empleo como se indica en la orden. Tambin se debe informar a todos los trabajadores que se espera que trabajen durante el periodo total de empleo como se indica en la Oferta de Trabajo y que deben estar disponibles para trabajar las horas ofrecidas en cualquiera de las actividades enumeradas a discrecin del empleador.</p> <p>El empleador puede ofrecer al trabajador ms horas que las especificadas para un dia laboral, pero no se le exigir que trabaje ms que la cantidad de horas especificadas en la orden de trabajo para un da laboral, o en el sbado o feriado federal del trabajador.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will have free transportation available for workers not residing in the employers housing, workers will be transported to the work site from a designated daily job reporting site and at the end of the work day they will be transported back to the reporting site. The designated daily job reporting location is the worksite located on Section C. of ETA Form 790.</p> <p>Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: Vehicles belong to AB Harvesting, LLC, 2 buses, both buses can accommodate 2 people per bus, 2 buses with 25 seats each, for a total capacity for 100 people. 2 vans with capacity for 14 passengers each. If workers' compensation is used to cover transportation in lieu of vehicle insurance, the employer will ensure that workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation and it must have property damage insurance. All means of transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR 655.122(h)(4).</p>			

n. Job Offer Information 14

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Spanish Version
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Para los trabajadores que residen en la vivienda del empleador, el empleador proporcionara transporte entre la vivienda y los lugares de trabajo y para mandados personales (por ejemplo, comestibles, servicios bancarios) en forma de autobuses y vans entre la ubicacion de vivienda de los empleados hasta el lugar de trabajo real y el regreso al final de la jornada laboral sin costo para el trabajador. El empleador tendra transporte gratuito disponible para los trabajadores que no residan en la vivienda del empleador, los trabajadores seran transportados al lugar de trabajo desde un lugar de trabajo diario designado y al final de la jornada laboral seran transportados de regreso al lugar de reporte. El lugar designado para el transporte diario ser la direccin en la seccion C..en la ETA Form 790.</p> <p>El tipo de vehiculo, la cantidad y la capacidad de asientos estan por definirse y pueden variar, pero pueden incluir cualquier combinacion de lo siguiente: Los vehiculos le pertenecen a AB Harvesting, LLC 2 autobuses, los 2 autobues pueden acomodar 2 personas por asiento, 2 autobuses tienen 25 asientos para transportar 100 personas en total. 2 vanes con capacidad para 14 pasajeros cada uno.</p> <p>Si la compensacion de los trabajadores se usa para cubrir el transporte en lugar del seguro del vehiculo, el empleador se asegurara de que la compensacion de los trabajadores cubra todos los viajes o que exista un seguro de vehiculos para brindar cobertura para los viajes no cubiertos por la compensacion de los trabajadores y debe tener seguro de danos a la propiedad. Todos los medios de transporte cumpliran con todas las leyes y reglamentos federales, estatales y locales aplicables, de acuerdo con 20 CFR 655.122(h)(4).</p>			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>El empleador podr realizar las siguientes deducciones de los salarios del trabajador: impuestos de Seguro Social y retencin de impuestos federales sobre la renta, segn lo requerido por las leyes federales, estatales y locales; recuperacin de adelantos en efectivo; y pago excesivo de salarios y cualquier otra deduccin; solamente despues de obtener la autorizacin por escrito especifica del trabajador para realizar una deduccin de nmina.</p>			

p. Job Offer Information 16

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>La vivienda proporcionada por el empleador incluye instalaciones de cocina gratuitas y convenientes con equipos, electrodomsticos, accesorios de cocina y lavaplatos apropiados para la preparacin de comidas. Tambin proporcionar transporte una vez por semana para ir a las tiendas y lavar la ropa.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	H.1	2. Name of Section or Category of Material Term or Condition *	- Additional Housing Information Spanish
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will provide housing at no charge to the worker. Workers must maintain the housing in a clean manner. Family housing is not available, as this is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping facilities will be provided. The employer may deduct the reasonable cost of damages caused by negligence to the housing facilities only after the damage has occurred and after obtaining the employee's written authorization to make the deduction. In accordance with Wisconsin Statute §103.455, these reimbursements will be processed as a payroll deduction instead of a billed payment. Such deductions for damages (beyond normal wear and tear) may only be made after the damage has occurred and only after obtaining the worker's specific written authorization to perform the deduction for that particular incident.</p> <p>El empleador proporcionar vivienda sin cargo alguno para el trabajador. Los trabajadores debern mantener la vivienda limpia. No hay disponibilidad de vivienda para familiares, ya que esto no es una prctica predominante en la zona. En caso de que se contrate a una trabajadora, se proporcionarn instalaciones de aseo, ducha y dormitorios separados. El empleador podr deducir el costo razonable de los daos causados por negligencia a las instalaciones de alojamiento nicamente despues de que el dao haya ocurrido y tras obtener la autorizacin por escrito del empleado para realizar la deduccin. De acuerdo con el Estatuto de Wisconsin §103.455, estos reembolsos se procesarn como una deduccin de nmina en lugar de un pago facturado. Dichas deducciones por daos (ms all del desgaste natural por el uso) solo podrn realizarse despues de que el dao haya ocurrido y nicamente tras obtener la autorizacin por escrito especifica del trabajador para realizar la deduccin por ese incidente en particular.</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.8e	2. Name of Section or Category of Material Term or Condition *	- Wage Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The wage offer is \$18.22 per hour. The wage offer is adjusted for H-2A workers. H-2A workers will be paid \$16.93 per hour.</p> <p>La oferta salarial es de \$18.22 por hora. Esta oferta salarial se ajusta para los trabajadores con visa H-2A. Los trabajadores con visa H-2A recibirn un salario de \$16.93 por hora.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A	2. Name of Section or Category of Material Term or Condition *	Job requirements
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>For workers hired from beyond normal commuting distance, the employer shall reimburse the worker for costs incurred for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to the place of employment. Inbound reimbursement will be issued after the worker completes 50 percent of the work contract period and will be based on no less than the most economical and reasonable charges for the distance involved.</p> <p>Para los trabajadores contratados fuera de una distancia razonable para viajar diariamente al trabajo, el empleador reembolsar al trabajador los gastos incurridos por transporte y subsistencia diaria (viticos), segn lo exigen las regulaciones del Departamento de Trabajo (DOL), desde el lugar de origen del trabajador hasta el lugar de empleo. El reembolso del transporte de llegada se efectuar despues de que el trabajador complete el 50 por ciento del periodo del contrato de trabajo y se basar en los cargos mnimos ms econmicos y razonables para la distancia involucrada.</p>			

t. Job Offer Information 20

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Term or Condition (up to 3,500 characters) *			

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