



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

A. Job Offer Information

1. Job Title * Farm Worker								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 5/15/2026				4. Last Date * 9/20/2026
		30	30					
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 *	
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday	
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday	
							a. 8 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
							b. 3 : 00 <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.) Workers will perform field cleanup including removal of broken trees, sticks, weeds, and rubbish. Cultivating duties- plant new seedlings where trees are missing or in new plantations. Remove weeds by hand around young trees and apply time-release fertilizer. Irrigate and protect young trees from pests as needed. As trees mature, prune lower branches. Pine straw gathering: maintain rows free of fallen branches or broken trees and refuse. Workers will rake, bale, tie, grade, sort, and stack bales manually. Los trabajadores realizarán la limpieza del campo, incluida la eliminación de arboles quebrados, palos, malezas y basura. Tareas de cultivo: plantas nuevas plántulas donde faltan árboles o en nuevas plantaciones. Elimine las malezas a mano alrededor de los árboles jóvenes y aplique fertilizante de liberación prolongada. Riegue y proteja los árboles jóvenes de las plagas según sea necesario. A medida que los árboles maduran, pode las ramas inferiores. Recolección de paja de pino: mantener las hileras libres de ramas caídas o arboles quebrados y desechos. Los trabajadores rastrillarán, empacarán, amarrarán, clasificarán, y apilarán las pacas manualmente.								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 12 . 27		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 01 . 25		Incentive: estimate piece rate per hour is 9.82 bales per hour, per bale rate is \$1.25 /bale. Actual piece rate earnings depend on individual factors. Guaranteed H2A workers \$12.27/hr.		
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input 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.) See Addendum C								



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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. *	1	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>60</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> Work outdoors in inclement weather conditions. Work requires repetitive movements, frequent standing, pushing/pulling and lifting, carrying and loading up to 60 lbs. Trabaje al aire libre en condiciones climáticas adversas. El trabajo requiere movimientos repetitivos, estar de pie con frecuencia, empujar/tirar y levantar, transportar y cargar hasta 60 libras.			

C. Place of Employment Information

1. Place of Employment Address/Location *				
3078 Burkhalter Road				
2. City *	3. State *	4. Postal Code *	5. County *	
Claxton	Georgia	30417	Evans County	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Fields are all within a 10 mile radius around this address.				
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 *				
913 Jerry Bernard Rd.				
2. City *	3. State *	4. Postal Code *	5. County *	
Cobbtown	Georgia	30420	Tattnall County	
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public (including mobile or range)			1	30
9. Identify the entity that determined the housing met all applicable standards: *				
<input checked="" 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> *				
Triple wide mobile home.				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input type="checkbox"/> Yes <input checked="" 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 does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services) is also provided. Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

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 employer-provided housing, employer provides, at no cost to workers, daily transportation to and from worksite. Use of employer provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for their own daily transportation.

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.)
 Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment.

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	\$ 16 . 28	per day *
	b. no more than	\$ 68 . 00	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.)

See Addendum C

2. Telephone Number to Apply * +1 (912) 454-0550	3. Extension § N/A	4. Email Address to Apply * linoaparcio268@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:

- 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.
- 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).
- 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.
- 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).
- 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 * Aparicio	2. First (given) name * Lino	3. Middle initial §
4. Title * Employer		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 4/1/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Incentive- bale pine straw	\$ 01 . 25	Piece Rate	Estimated hourly wage rate equivalent to \$12.27 based on average of baling 9.82 bales per hour. Actual piece rate earnings depend on individual factors. Guaranteed \$12.27/hr.
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		

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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 §
Aparicio Harvesting, LLC.	135 Hammer Sikes Road Collins, Georgia 30421 TATTNALL COUNTY	All fields within a 10 mile radius from this address.	5/15/2026	9/20/2026	30
Aparicio Harvesting, LLC	2588 P.G. Jenkins Rd. Claxton, Georgia 30417 EVANS COUNTY	All fields within a 10 mile radius of this address.	5/15/2026	9/20/2026	30

D. Additional Housing Information

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.) Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Workers must obtain employer's permission to make personal long-distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. Worker must promptly confirm such authorization in writing.</p>			

b. Job Offer Information 2

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All referrals should be made directly to the employer. Information on referrals must include the full name, telephone number or email address of the applicant, and the name of the job, or job order number. The order holding office is also asked to provide the employer with a generic application form, resume or other evidence that the worker meets the requirements in the job order. The order holding office is asked to provide all referrals with a copy of the clearance order or at a minimum, a summary of wages, working conditions, and other material specifications. In the event of an amendment to the date of need, the employer requests that the state employment service attempt to inform referred migrant workers of that change. If the employer fails to notify the order-holding office of a delay in the date of need at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the clearance system that report for work and have made the required notice of availability to the job service office for the first week starting with the originally anticipated date of need. Failure by the worker to contact the local job service office or the order holding office to verify the date of need no sooner than 9 working days and no later than 5 working days prior to the original date of need in the job order will disqualify the referred migrant worker from the assurance provided in this section. Interested workers can contact the employer, Lino Aparicio at: linoaparcio268@gmail.com</p> <p>Please provide your full name, a callback number, the name of the job you are applying for, your mailing address or email address, and how you heard about the job. In-person interviews may be available at the request of the applicant but are not required. The employer will review screening applications, resumes or other electronic self-referrals, conduct follow-up telephone interviews and will consider the worker for the job based on the worker's qualifications. Standard office hours are Monday through Friday, 9:00 am -5:00 pm.</p> <p>To be eligible for employment, applicants must: Be able, willing, and available to perform the specified job duties for the duration of the contract period; have been apprised of all material terms and conditions of employment; agree to abide by all material terms and conditions of employment; be legally authorized to work in the United States; AND satisfy all minimum job requirements.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workers' Compensation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Worker compensation insurance is provided by employer. Carrier is Pennsylvania Manufacturers Association Insurance Company. Notify Lino Aparicio at 912-454-0550 in case of injury within 30 days. El seguro de compensacin para trabajadores es proporcionado por el empleador. El transportista es Pennsylvania Manufacturers Association Insurance Company. Notifique a Lino Aparicio, al 912-454-0550 en caso de lesin dentro de los 30 das.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer may offer wage of \$12.27 per hour, consistent with the Level 1 Adverse Effect Wage Rate (AEWR) methodology established by the U.S. Department of Labor, effective October 2, 2025. This rate includes a \$1.75/hour housing adjustment. No additional deduction for housing will be made. Employer provides housing at no cost to workers who are not reasonably able to return to their permanent residence at the end of each workday. Housing is provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law. If one has not already been performed at the time of this filing, the employer(s) request(s) an inspection of the listed housing. El empleador puede optar por ofrecer el salario de \$12.27 por hora, conforme al Nivel 1 de la Tasa Salarial de Efecto Adverso (AEWR) establecida por el Departamento de Trabajo de los Estados Unidos, vigente desde el 2 de octubre de 2025. Esta tarifa ya incluye un ajuste de \$1.75 por hora por concepto de vivienda. No se har ninguna deduccin adicional por la vivienda. El empleador proporcionar vivienda gratuita a los trabajadores que no puedan regresar razonablemente a su residencia permanente al final de la jornada laboral. vivienda se proporciona solo a los trabajadores no locales (es decir, residencia permanente fuera de la distancia normal de viaje). Slo los trabajadores pueden ocupar viviendas. El empleador proporciona instalaciones sanitarias separadas para cada gnero. El empleador posee y controla las instalaciones en todo momento. Los trabajadores deben desalojar la vivienda inmediatamente al final del periodo del contrato o al terminarlo, de acuerdo con la ley estatal. Si an no se ha realizado una en el momento de esta presentacin, el empleador (s) solicita una inspeccin de la vivienda listada.			

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

e. Job Offer Information 5

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions Continued 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * El empleador har todas las deducciones requeridas por la ley (por ejemplo, FICA, retenciones de impuestos federales/estatales, manutención de menores ordenada por la corte, etc.) Los trabajadores deben preautorizar deducciones voluntarias, que pueden incluir el reembolso de adelantos y/o préstamos, primas de seguro médico, contribuciones al plan de jubilación y/o pago de teléfono celular, televisión por cable/satélite, Internet u otros servicios para la conveniencia y beneficio del trabajador. Todas las deducciones cumplirán con la Ley de Normas Laborales Justas (FLSA, por sus siglas en inglés) y la ley estatal aplicable. Los trabajadores deben obtener el permiso del empleador para hacer llamadas telefónicas personales de larga distancia en el teléfono del empleador. Hacer una llamada telefónica personal de larga distancia constituye el consentimiento del trabajador para que el empleador deduzca el costo de dicha llamada del salario del trabajador. El trabajador debe confirmar de inmediato dicha autorización por escrito.</p> <p>Additional terms, conditions, and assurances.</p> <p>Reasonable accommodations. Workers should be able to do the work required with or without reasonable accommodations.</p> <p>Nondiscrimination. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.</p> <p>Departure acknowledgement. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtain an extension of status.</p> <p>Trminos, condiciones y garantas adicionales.</p> <p>Adaptaciones razonables. Los trabajadores deben poder hacer el trabajo requerido con o sin adaptaciones razonables.</p> <p>No discriminación. Todos los trminos y condiciones incluidos en la orden de trabajo se aplicarn por igual a todos los trabajadores temporales (H-2A estadounidenses y extranjeros), empleados en la ocupacin descrita en esta orden de trabajo.</p> <p>Acuse de recibo de salida. El empleador informar a todos los trabajadores extranjeros H-2A de su responsabilidad de salir de los Estados Unidos despues de la separacin del empleo o la finalizacin del periodo del contrato H-2A, a menos que los trabajadores obtengan una extensin de estatus.</p> <p>El salario ofrecido es de \$12.27 por hora, conforme al Nivel 1 de la Tasa Salarial de Efecto Adverso (AEWR) establecida por el Departamento de Trabajo de los Estados Unidos, vigente desde el 2 de octubre de 2025. Esta tarifa ya incluye un ajuste de \$1.75 por hora por concepto de vivienda. No se har ninguna deduccin adicional por la vivienda. El empleador proporcionar vivienda gratuita a los trabajadores que no puedan regresar razonablemente a su residencia permanente al final de la jornada laboral.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions Continued 1
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Workers may be subject to disciplinary action for failing to obtain employer's permission for a personal long-distance call or to repay the cost of such call within a reasonable time. Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful negligence or misconduct. No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. In accordance with 8 CFR 214.2(h)(5)(xi)(A) and CFR 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.</p> <p>First Week's Pay. Failure to contact the respective SWA office within the timeframe specified in 20 CFR 653.501(c)(3)(i) shall disqualify any applicant from the assurances set forth therein.</p> <p>Raises/Bonuses. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.</p> <p>Additional Pay Details. All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate.</p> <p>Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). The offered wage is \$12.27. Employer may choose to offer wage of \$10.52 per hour, consistent with the Level 1 Adverse Effect Wage Rate (AEWR) methodology established by the U.S. Department of Labor, effective October 2, 2025. This rate includes a \$1.75/hour housing adjustment. No additional deduction for housing will be made. Employer provides housing at no cost to workers who are not reasonably able to return to their permanent residence at the end of each workday.</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

g. Job Offer Information 7

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - undefined
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Los trabajadores pueden estar sujetos a medidas disciplinarias por no obtener el permiso del empleador para una llamada personal de larga distancia o por no reembolsar el costo de dicha llamada dentro de un tiempo razonable. El empleador puede cobrar al trabajador costos razonables de reparacin por daos a la vivienda ms all del desgaste normal, si se determina que el trabajador ha sido responsable de dichos daos. El empleador puede cobrar al trabajador por el costo razonable de los daos a la propiedad y/o el reemplazo de herramientas y/o equipos si se determina que dicho dao ha sido el resultado de la negligencia intencional o mala conducta del trabajador. Si el empleador recibe una multa por actos cometidos por un trabajador en la carretera mientras conduzca un vehculo o equipo proporcionado por el empleador y l o ella tiene la culpa, el monto de la multa se deducir del salario del empleado cuando el trabajador lo autorice expresamente por escrito. No se han llegado a acuerdos con los propietarios o agentes de los establecimientos para el pago de una comisin u otros beneficios por las ventas realizadas a los trabajadores. De acuerdo con 8 CFR 214.2 (h) (5) (xi) (A) y CFR 655.135 (j)-(k), el empleador prohbe la solicitud y el pago de tarifas de reclutamiento por parte de los trabajadores. Los trabajadores que paguen o se les solicite que paguen dicha tarifa deben informar al empleador de inmediato. El empleador investigar todas las reclamaciones de tarifas ilegales y tomar medidas correctivas inmediatas segn corresponda. Pago de la primera semana. Si no se comunica con la oficina de SWA respectiva dentro del plazo especificado en 20 CFR 653.501 (c) (3) (i), se descalificar a cualquier solicitante de las garantas establecidas en el mismo. Aumentos/Bonificaciones. Se pueden ofrecer aumentos y/o bonificaciones a cualquier trabajador de temporada empleado de conformidad con esta orden de trabajo, a discrecin exclusiva de la empresa, en funcin de factores individuales que incluyen el rendimiento laboral, la habilidad y la antigedad. Detalles de pago adicionales. Todo el trabajo se compensa a la tarifa por hora especificada en la orden de trabajo, excepto las tarifas por pieza especificadas. Ninguna compensacin a destajo ser inferior a las tarifas a destajo vigentes en el rea de empleo previsto. Cuando el trabajo se realiza de acuerdo con el programa de tarifa a destajo establecido, se garantiza a los trabajadores que se les pagar no menos de la tarifa por hora H-2A aplicable por cada hora trabajada. El empleador puede optar por ofrecer un salario de \$10.52 dolares por hora, de acuerdo con la metodologa de la tasa salarial de efecto adverso de nivel 1 (AEWR) establecida por el Departamento de Trabajo de los Estados Unidos, a partir del 2 de octubre de 2025. Esta tarifa incluye un ajuste de vivienda de \$1.75/hora. Los rangos salariales, si corresponde, se determinan en funcin de una variedad de factores que incluyen, entre otros, el tamao del cultivo, la calidad, el rendimiento y otras circunstancias que afectan la dificultad del trabajo o el valor de mercado del producto. El pago no ser inferior al mnimo establecido y no exceder el mximo establecido para cada actividad. El empleador puede, a su entera discrecin, aumentar o suspender el esquema de tarifa a destajo a favor del pago por hora a la tarifa por hora H-2A aplicable. El trabajo realizado bajo el contrato est exento</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
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season. Workers may be assigned a variety of duties in any given day and different tasks on different days. Los trabajadores deben esperar perodos ocasionales de poco o ningn trabajo debido al clima, los cultivos u otras condiciones fuera del control del empleador. Estos perodos pueden ocurrir en cualquier momento de la temporada. A los trabajadores se les puede asignar una variedad de tareas en un da determinado y diferentes tareas en diferentes das. Equipment may include sprayers, power shears, chainsaws. Manipulate controls to set, activate, and adjust mechanisms on equipment. Clean, adjust, repair, and perform routine service on equipment (e.g., lubricating grease points, inspecting and maintaining fluid levels, checking belt and conveyor tensions, and maintaining tires, wheels, bearings, belts, and other wear parts). Repair or replace defective parts. Attach farm implements (e.g., plows, harrows, discs, sprayers) using hand tools. May assist with other general maintenance farm maintenance or repairs. Use hand tools including but not limited to rakes, hoes, tractors, forklifts, mattocks, brush hooks and/or axes, shovels, shears, clippers, loppers, and saws. Lift, carry, and load/unload products or supplies. El equipo puede incluir pulverizadores, tijeras elctricas, motosierras. Manipule los controles para establecer, activar y ajustar los mecanismos en el equipo. Limpiar, ajustar, reparar y realizar el servicio de rutina en el equipo (por ejemplo, lubricar los puntos de grasa, inspeccionar y mantener los niveles de fluido, comprobar las tensiones de la cinta y el transportador, y mantener los neumticos, las ruedas, los rodamientos, las correas y otras piezas de desgaste). Reparar o reemplazar piezas defectuosas. Adjunte los implementos agrcolas (por ejemplo, arados, arados, discos, pulverizadores) utilizando herramientas manuales. Puede ayudar con otro mantenimiento general de la granja o reparaciones. Utilice herramientas manuales que incluyen, entre otras, rastrillos, azadas, tractores, carretillas elevadoras, matocas, ganchos de cepillo y/o hachas, palas, tijeras, tijeras, podadoras y sierras. Levantar, transportar y cargar/descargar productos o suministros.</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

i. Job Offer Information 9

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - undefined
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Todas las referencias deben hacerse directamente al empleador. La informacin sobre las referencias debe incluir el nombre completo, el nmero de telefono o la direccin de correo electrnico del solicitante, y el nombre del trabajo o el nmero de orden de trabajo. Tambin se le pide a la oficina de orden que proporcione al empleador un formulario de solicitud genrico, un curriculum vitae u otra evidencia de que el trabajador cumple con los requisitos de la orden de trabajo. Se pide a la oficina de custodia de pedidos que proporcione a todas las remisiones una copia de la orden de autorizacin o, como mnimo, un resumen de los salarios, las condiciones de trabajo y otras especificaciones materiales. En caso de que se modifique la fecha de necesidad, el empleador solicita que el servicio estatal de empleo intente informar de ese cambio a los trabajadores migrantes remitidos. Si el empleador no notifica a la oficina de pedidos de un retraso en la fecha de necesidad al menos 10 das hbiles antes de la fecha original de necesidad, el empleador deber pagar a los trabajadores elegibles referidos a travs del sistema de autorizacin que se presenten a trabajar y hayan hecho el aviso requerido de disponibilidad a la oficina de servicios laborales durante la primera semana a partir de la fecha de necesidad originalmente anticipada. El hecho de que el trabajador no se comunique con la oficina local de servicios de empleo o la oficina de retencin de pedidos para verificar la fecha de necesidad no antes de 9 das hbiles y no ms tarde de 5 das hbiles antes de la fecha original de necesidad en la orden de trabajo, descalificar al trabajador migrante referido de la garanta proporcionada en esta seccin. Los trabajadores interesados pueden comunicarse con la empleadora, Lino Aparicio, en: linoaparicio268@gmail.com</p> <p>Proporcione su nombre completo, un nmero de devolucin de llamada, el nombre del trabajo que est solicitando, su direccin postal o direccin de correo electrnico y cmo se enter del trabajo. Las entrevistas en persona pueden estar disponibles a peticin del solicitante, pero no son obligatorias. El empleador revisar las solicitudes de evaluacin, los currculos u otras autorreferencias electrnicas, realizar entrevistas telefnicas de seguimiento y considerar al trabajador para el trabajo en funcin de las calificaciones del trabajador. El horario de oficina estndar es de lunes a viernes, de 9:00 a. m. a 5:00 p. m.</p> <p>Para ser elegible para el empleo, los solicitantes deben:</p> <p>Ser capaz, estar dispuesto y disponible para realizar las tareas laborales especificadas durante la duracin del periodo del contrato; haber sido informado de todos los trminos y condiciones materiales de empleo; acepta cumplir con todos los trminos y condiciones materiales de empleo; estar legalmente autorizado para trabajar en los Estados Unidos; Y cumplir con todos los requisitos mnimos del trabajo.</p>			

j. Job Offer Information 10

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>Para los trabajadores que residen en viviendas proporcionadas por el empleador, el empleador proporciona, sin costo alguno para los trabajadores, transporte diario hacia y desde el lugar de trabajo. El uso del transporte proporcionado por el empleador es voluntario. El transporte diario hacia/desde el lugar de trabajo no est disponible para los trabajadores que no residen en viviendas proporcionadas por el empleador. Los trabajadores locales y los trabajadores que rechazan la vivienda proporcionada por el empleador son responsables de su propio transporte diario.</p> <p>Vehicles used are 2 employer owned vans with seating capacity of 15 each. Employer provides, at no cost, incidental transportation between worksites. Multiple round trips will be provided if necessary to ensure all workers have access to transportation as required.</p> <p>Los vehculos utilizados son 2 furgonetas propiedad del empleador con capacidad para 15 asientos cada una. El empleador proporciona, sin costo alguno, transporte incidental entre los lugares de trabajo. Se proporcionarn mltiples viajes de ida y vuelta si es necesario para garantizar que todos los trabajadores tengan acceso al transporte segn sea necesario.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - undefined
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * El empleador no proporciona comidas. El alojamiento proporcionado por el empleador incluye instalaciones de cocina gratuitas y convenientes con equipo adecuado, electrodomesticos, accesorios de cocina y lavavajillas para la preparacin de comidas. Para los trabajadores que residen en viviendas proporcionadas por el empleador, tambien se proporciona transporte gratuito una vez por semana hacia/desde el pueblo o ciudad ms cercana para hacer mandados personales (por ejemplo, comestibles, servicios bancarios). El comedor, la cocina y otras reas comunes son compartidas por todos los trabajadores. En el caso de que las instalaciones de cocina no estn disponibles durante el periodo del contrato, el empleador proporcionar tres comidas diarias de acuerdo con 20 CFR 655.122 (g). En tales circunstancias, el empleador deducir el costo de dichas comidas hasta la cantidad mxima permitida publicada en el Registro Federal, o segn lo apruebe el Departamento de Trabajo de los EE. UU.			

l. Job Offer Information 12

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - null
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Los trabajadores son responsables de asegurar los arreglos de transporte entrante. En el caso de los trabajadores no locales, el empleador reembolsa los costos razonables de viaje (transporte, manutencin diaria y alojamiento, si corresponde), al menos el costo, las tarifas de clase econmica, desde el lugar de partida del trabajador hasta el lugar de trabajo del empleador. El empleador paga/reembolsa a los trabajadores por los viajes de ida (transporte, manutencin diaria y alojamiento, si corresponde) al finalizar el contrato, segn las tarifas de clase econmica de menor costo. El empleador no paga/reembolsa los costos de viaje de ida a los trabajadores que renuncian voluntariamente, abandonan el empleo o son despedidos por causa justificada.			

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

