



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

**A. Job Offer Information**

1. Job Title * <b>Farmworkers, Laborers, and Harvesters</b>								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * <b>6/1/2026</b>				4. Last Date * <b>11/30/2026</b>
		<b>8</b>	<b>8</b>					
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 *	
<b>36</b>	a. Total Hours	<b>6</b>	c. Monday	<b>6</b>	e. Wednesday	<b>6</b>	g. Friday	
<b>0</b>	b. Sunday	<b>6</b>	d. Tuesday	<b>6</b>	f. Thursday	<b>6</b>	h. Saturday	
							a. <b>8</b> : <b>00</b> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
							b. <b>3</b> : <b>00</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
<b>Temporary Agricultural Services and Wage Offer Information</b>								
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.) Appalachian Mountain Farms, LLC is looking for workers who can serve as farmworkers, farm labor and crop pickers in North Carolina. The crops include different varieties of tomatoes and peppers. Workers will have to help plant, irrigate, and maintain crops in good health. Workers will need to learn and help drive stakes into the ground to help plants grow. Workers will need to learn how to distinguish between crops. Workers will then have to help harvest the crops. The job will require workers to be up early in different types of weather, work under different types of weather varying from very cold to very hot. Workers will be expected to be able to learn to pack crops on the field into buckets or boxes properly. If packed into boxes it will be for the purpose of transporting the produce in small box trucks. Towards the end of the season workers will be expected to help clean up the fields that have been harvested.								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ <b>12</b> . <b>78</b>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <b>00</b> . <b>00</b>		U.S. Workers: \$12.78 to \$16.39. H2A Workers: \$11.09 to 14.70.		
9. Is a completed <b>Addendum A</b> 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 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.) <b>See Addendum C</b>								



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



**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 will provide free, convenient cooking and kitchen facilities so workers may prepare their own meals. Workers will purchase their own groceries. On a voluntary basis, once per week the employer will provide transportation to grocery stores to ensure access to food shopping. These arrangements apply only to workers residing in employer-provided housing.

El empleador proporcionará instalaciones de cocina gratuitas y convenientes para que los trabajadores puedan preparar sus propias comidas. Los trabajadores comprarán sus propios comestibles. De manera voluntaria, una vez por semana el empleador proporcionará transporte a tiendas de comestibles para asegurar el acceso a la compra de alimentos. Estos arreglos aplican solo a los trabajadores que viven en vivienda proporcionada por el empleador.

2. The employer: *	<input checked="" type="checkbox"/> <b>WILL NOT</b> charge workers for meals.
	<input type="checkbox"/> <b>WILL</b> charge each worker for meals at \$ <u>      </u> . <u>      </u> 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.)  
 Employer provides free voluntary daily round trip transport between employer provided housing and the daily worksite. For commuting workers reporting to a designated reporting site, employer provides free round trip transport between that site and the daily worksite. Use is voluntary. Transport uses passenger vans and non CDL work trucks and may require multiple trips. All transport complies with federal state and local laws.

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>78</u>	per day *
	b. no more than	\$ <u>68</u> . <u>00</u>	per day with receipts

**G. Referral and Hiring Instructions**



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

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.)

Prospective applicants may be considered for employment under this job order by applying through the State Workforce Agency (SWA) job listing/referral process or by contacting the employer directly. Interested U.S. applicants may apply by telephone, email, or in person. The employer will consider any qualified U.S. applicants who are referred by the SWA or who apply directly.

Applicants may email contact@appalachianmountainfarm.com to request an interview or call Mark Gonzalez at +1 (828) 451-1171. Applicants will be accepted and considered Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding federal holidays. Work authorization will be verified at the time of hire in accordance with Form I-9 requirements. Applicants must be available to work for the entire anticipated period of employment.

2. Telephone Number to Apply * +1 (828) 451-1171	3. Extension § N/A	4. Email Address to Apply * contact@appalachianmountainfarm.com
5. Website Address (URL) to Apply * N/A		

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed <b>Addendum C</b> 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
---	---

**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).



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

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).



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

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



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

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 * Gonzalez	2. First (given) name * Marcos	3. Middle initial §
4. Title * Operating Manager		

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



5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 4/15/2026
--	-------------------------------

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

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



**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 §
Appalachian Mountain Farms, LLC	3524'30.3"N 8236'00.3"W Mills River, North Carolina 28742 HENDERSON COUNTY		6/1/2026	11/30/2026	8
Appalachian Mountain Farms, LLC	3523'31.6"N 8236'23.9"W Mills River, North Carolina 28759 HENDERSON COUNTY		6/1/2026	11/30/2026	8
Appalachian Mountain Farms, LLC	3523'40.3"N 8236'23.5"W Mills River, North Carolina 28759 HENDERSON COUNTY		6/1/2026	11/30/2026	8

**D. Additional Housing Information**

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



**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
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Required: FICA/Medicare and taxes. With worker's written authorization, employer may deduct: cash advances/loan repayment; recovery of overpayments; long-distance phone charges; and cost of employer equipment or housing items lost/damaged beyond normal wear and tear if worker responsible. Optional deductions disclosed, reasonable. No deduction reduces pay below required H-2A wage; paid free and clear.</p> <p>Deducciones requeridas: FICA/Medicare e impuestos. Con autorizacin escrita del trabajador, el empleador podr deducir: anticipos/pagos de prstamos; recuperacin de sobrepagos; llamadas de larga distancia; y costo de equipo o articulos de vivienda del empleador perdidos/daados ms all del desgaste normal si el trabajador es responsable. Deducciones opcionales divulgadas, razonables. Ninguna deduccin reducir el pago por debajo del salario H-2A requerido; pagado libre y claro. (20 CFR 655.122(p); 29 CFR Part 531)</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
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Inbound Transportation: After the worker completes 50 percent of the contract period, if the employer has not already provided or paid for inbound transportation, the employer will reimburse the worker for reasonable inbound transportation and daily subsistence from the place from which the worker departed to the place of employment. Transportation reimbursement will be no less than the most economical and reasonable common carrier charges for the distance involved. (Continued in Addendum C)</p>			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

*c. Job Offer Information 3*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation - Commuting Workers (English)</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Daily transportation between living quarters and worksite: For workers living in housing provided or secured by the employer, the employer will provide daily round-trip transportation between such housing and the employer's daily worksite at no cost to the worker. Such transportation will comply with all applicable federal, State, and local laws and regulations, in accordance with 20 CFR 655.122(h)(4). Use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.</p> <p>Transportation for commuting workers between designated daily job reporting site and daily worksite: For commuting workers not living in housing provided or secured by the employer who report to a designated daily job reporting site, the employer will provide transportation between the designated reporting site and the employer's daily worksite at no cost to the worker, and return transportation from the daily worksite back to the designated reporting site at no cost to the worker. Such transportation will comply with all applicable federal, State, and local laws and regulations, in accordance with 20 CFR 655.122(h)(4). Use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.</p> <p>Vehicles: Transportation will be provided in passenger vans and work trucks that do not require CDL licenses. Seating capacity may be limited (e.g., 10 passengers per vehicle or fewer); multiple trips may be made as needed.</p>			

*d. Job Offer Information 4*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation - Commuting Workers (Spanish)</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Transporte diario entre la vivienda y el lugar de trabajo: Para los trabajadores que viven en vivienda proporcionada o asegurada por el empleador, el empleador proporcionar transporte diario de ida y vuelta entre dicha vivienda y el lugar de trabajo diario del empleador, sin costo para el trabajador. Dicho transporte cumplir con todas las leyes y regulaciones federales, estatales y locales aplicables, de conformidad con 20 CFR 655.122(h)(4). El uso de este transporte diario es voluntario; ningn trabajador est obligado, como condicin de empleo, a utilizar el transporte diario al lugar de trabajo ofrecido por el empleador.</p> <p>Transporte para trabajadores que viajan diariamente entre un sitio designado de reporte y el lugar de trabajo diario: Para los trabajadores que no viven en vivienda proporcionada o asegurada por el empleador y que se reportan a un sitio designado de reporte diario, el empleador proporcionar transporte entre dicho sitio designado y el lugar de trabajo diario del empleador, sin costo para el trabajador, y transporte de regreso desde el lugar de trabajo diario hasta el sitio designado de reporte, sin costo para el trabajador. Dicho transporte cumplir con todas las leyes y regulaciones federales, estatales y locales aplicables, de conformidad con 20 CFR 655.122(h)(4). El uso de este transporte diario es voluntario; ningn trabajador est obligado, como condicin de empleo, a utilizar el transporte diario al lugar de trabajo ofrecido por el empleador.</p> <p>Vehculos: El transporte se proporcionar en vans de pasajeros y camiones de trabajo que no requieren licencias CDL. La capacidad de asientos puede ser limitada (por ejemplo, 10 pasajeros por vehculo o menos); podrn realizarse mltiples viajes segn sea necesario.</p>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

*e. Job Offer Information 5*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation - Daily Transport</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * <ul style="list-style-type: none"> <li>•Vehicle / Mode: 2013 Ford E-150 (Body Class: Van), red</li> <li>•VIN: 1FMNE1BL5DDA48771</li> <li>•Number of vehicles: 1</li> <li>•Seating capacity: 8 passengers (including driver)</li> <li>•Schedule: Transportation from housing each workday to arrive before the scheduled start time; return transportation departs the worksite at the end of the workday. If multiple trips are needed due to seating limits, trips will be scheduled so all workers arrive on time and are returned promptly.</li> <li>•Provider: Fixed-site grower/employer (not a common carrier; not provided under an FLC certificate).</li> <li>•Availability to non-housing workers: Transportation is available at no cost to workers not residing in employer-provided housing if they report to the designated pickup point at the scheduled departure time. The employer does not provide transportation from a private residence to the pickup point.</li> <li>•Errands: Periodic transportation for basic errands (e.g., grocery/pharmacy) will be provided at no cost when reasonably available.</li> </ul>			

*f. Job Offer Information 6*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Job Abandonment (English)</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * <p>The employer will report to the Chicago National Processing Center, and any H-2A worker to the Department of Homeland Security, in writing or another approved method, no later than two (2) working days after the abandonment occurs. Abandonment will be considered to begin after a worker fails to report to work at the regularly scheduled time for five (5) consecutive working days without the employer's consent. The employer will not be responsible for providing or paying any subsequent transportation and subsistence expenses for workers who abandon employment, and such workers will not be entitled to the three-fourths (3/4) guarantee.</p>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

*g. Job Offer Information 7*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Abandonment (Spanish)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador reportar al Centro Nacional de Procesamiento de Chicago, y a cualquier trabajador H-2A al Departamento de Seguridad Nacional, por escrito u otro mtodo aprobado, a ms tardar dos (2) das laborables despues de que ocurra el abandono. Se considerar que el abandono comienza despues de que un trabajador no se presente a trabajar a la hora regularmente programada durante cinco (5) das laborables consecutivos sin el consentimiento del empleador. El empleador no ser responsable de proveer ni pagar los gastos de transporte y sustento subsiguientes para los trabajadores que abandonen el empleo, y dichos trabajadores no tendrn derecho a la garanta de tres cuartos (3/4).</p>			

*h. Job Offer Information 8*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 3/4 Guarantee (English)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer guarantees to offer the worker employment for a total number of work hours equal to at least three-fourths (3/4) of the workdays of the total period beginning with the first workday after the worker arrives at the place of employment and ending on the expiration date specified in the job order. For purposes of meeting the three-fourths guarantee, the employer will count all hours actually worked and all hours of paid leave or other paid time off offered under the job order. If the employer fails to meet the three-fourths guarantee, the employer will pay the worker for the hours not worked up to the three-fourths guarantee at the worker's regular hourly rate stated in the job order (or, if paid on a piece rate basis, at the higher of the worker's average hourly earnings or the required hourly wage rate).</p>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 3/4 Guarantee (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>El empleador garantiza ofrecer al trabajador empleo por un nmero total de horas de trabajo equivalente a por lo menos tres cuartos (3/4) de los das laborables del periodo total, comenzando con el primer da de trabajo despues de que el trabajador llegue al lugar de empleo y terminando en la fecha de vencimiento especificada en la orden de trabajo. Para fines de cumplir con la garanta de tres cuartos, el empleador contar todas las horas realmente trabajadas y todas las horas de licencia pagada u otro tiempo libre pagado ofrecido bajo esta orden de trabajo. Si el empleador no cumple con la garanta de tres cuartos, el empleador pagar al trabajador las horas no trabajadas hasta alcanzar la garanta de tres cuartos a la tasa salarial regular por hora indicada en la orden de trabajo (o, si se paga por destajo, a la mayor entre el promedio de ganancias por hora del trabajador o la tasa salarial por hora requerida).</p>			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Required Departure (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Se requiere que los trabajadores H-2A salgan de los Estados Unidos al final del periodo certificado por el Departamento de Trabajo de los Estados Unidos o al separarse del empleador, lo que ocurra primero, segn lo requerido por 20 CFR 655.135(i), a menos que el trabajador H-2A est siendo patrocinado por un empleador subsecuente. Esto servir como notificacin oficial de este requisito a cualquier trabajador H-2A empleado bajo esta orden de autorizacin agrcola.</p>			

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

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



**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 - Required Departure (English)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>H-2A workers are required to depart the United States at the end of the certification period issued by the U.S. Department of Labor or upon separation from the employer, whichever occurs first, as required by 20 CFR 655.135(i), unless the H-2A worker is being sponsored by a subsequent employer. This serves as official notice of this requirement to any H-2A worker employed under this agricultural clearance order.</p>			

*l. Job Offer Information 12*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Prohibitions Against Employees Paying Fees (English)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs, as prohibited by 20 CFR 655.135(j). Costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport fees, are not included in this prohibition. Likewise, all employees are prohibited from collecting any money or other thing of value from prospective employees or current employees in order for the payor to work for the employer. This employer has zero tolerance for prohibited payments. Employees should report to the employer immediately the name of any person seeking to collect a prohibited payment and the amount sought. Any employee found to have collected a prohibited payment will be required to reimburse the injured party immediately and will be terminated from employment. An employee cannot be discriminated against or discharged for reporting a prohibited payment.</p>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

*m. Job Offer Information 13*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Prohibitions Against Employees Paying Fees (Spanish)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador y sus agentes no han solicitado ni recibido pago de ninguna clase por parte de cualquier empleado sujeto a 8 U.S.C. 1188 por cualquier actividad relacionada con la obtención de la certificación de trabajo H-2A, incluyendo el pago de los honorarios de los abogados del empleador, las tarifas de solicitud o los costos de reclutamiento, según lo prohíbe 20 CFR 655.135(j). Los costos que son responsabilidad y principalmente para el beneficio del trabajador, tales como los costos de pasaporte requeridos por el gobierno, no están incluidos en esta prohibición. Del mismo modo, a todos los empleados se les prohíbe recaudar dinero u otra cosa de valor de los posibles empleados o empleados actuales para que el pagador pueda trabajar para el empleador. Este empleador tiene cero tolerancia con respecto a pagos prohibidos. Los empleados deben reportar al empleador de inmediato el nombre de cualquier persona que intente cobrar un pago prohibido y la cantidad solicitada. Cualquier empleado que se determine que haya cobrado un pago prohibido debe reembolsar inmediatamente a la parte perjudicada y ser despedido. Un empleado no puede ser discriminado ni despedido por reportar un pago prohibido.</p>			

*n. Job Offer Information 14*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Employee Termination (English)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer may terminate the worker with notification to the appropriate State and federal agencies if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (d) provides other lawful job-related reasons for termination of employment; (e) abandons his employment; (f) fails to meet applicable production standards when production standards are applicable; (g) falsifies identification, personnel, medical, production, or other work-related records; (h) fails or refuses to take an alcohol or drug test; (i) employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes will impair the safety and/or living conditions of other workers; (j) commits an act or acts of insubordination, including the failure to regard employer's authority; (k) lies or provides a false statement to the employer; or (l) collects any money or other thing of value from prospective employees or current employees in order for the payor to work for this employer.</p> <p>In the event of termination from medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place from which the worker came to work for the employer and reimburse worker for reasonable cost of transportation and subsistence incurred by the worker to get to the place of employment. These arrangements apply only to workers who are recruited outside the area of intended employment.</p>			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

*o. Job Offer Information 15*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Employee Termination (Spanish)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador podrá despedir al trabajador con notificación a las agencias estatales y federales correspondientes si el trabajador:</p> <p>(a) se niega sin causa justificada a realizar un trabajo para el cual fue reclutado y contratado;</p> <p>(b) comete actos graves de mala conducta;</p> <p>(c) finge estar enfermo o de otra manera se niega, sin causa justificada, a realizar según las instrucciones, el trabajo para el cual fue reclutado y contratado;</p> <p>(d) proporciona otras razones legales relacionadas con el trabajo para la terminación del empleo;</p> <p>(e) abandona su empleo;</p> <p>(f) no cumple las normas de producción aplicables cuando los estándares de producción son aplicables;</p> <p>(g) falsifica registros de identificación, personal, médicos, de producción, u otros registros relacionados con el trabajo;</p> <p>(h) no presenta o rehúsa a someterse a una prueba de alcohol o drogas;</p> <p>(i) el empleador descubre un registro de condena penal o está registrado como un delincuente sexual que el empleador, razonablemente, cree que perjudicará la seguridad y/o las condiciones de vida de los demás trabajadores;</p> <p>(j) comete un acto o actos de insubordinación, incluyendo el hecho de no respetar la autoridad del empleador;</p> <p>(k) miente o provee una declaración falsa al empleador; o</p> <p>(l) recoge dinero u otra cosa de valor de parte de los posibles empleados futuros o empleados actuales a fin de que el pagador trabaje para este empleador.</p> <p>En el caso de terminación por razones médicas que ocurren después de la llegada al trabajo, o que ocurren como resultado del empleo, o en el evento de terminación como resultado de un acto de Dios, el empleador pagará o proporcionará el costo razonable del transporte de retorno y de sustento al lugar de donde vino el trabajador a trabajar para el empleador y reembolsará al trabajador por el gasto razonable del transporte y sustento incurrido por el trabajador para llegar al lugar de empleo. Estas disposiciones se aplican únicamente a los trabajadores que son reclutados fuera del área del empleo previsto.</p>			

*p. Job Offer Information 16*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Voluntary Departure (English)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will report to the Chicago National Processing Center workers who voluntarily leave employment before the end of the contract period, and will report H-2A workers who voluntarily leave employment before the end of the contract period to the Department of Homeland Security, in writing or another approved method, no later than two (2) days after the abandonment or the employment termination occurs. Abandonment will be considered to begin after a worker fails to report to work at the regularly scheduled time for five (5) consecutive days without the employer's consent. The employer will not be responsible for providing or paying the reported workers (a) subsequent transportation and subsistence expenses, and (b) the worker will not be entitled to the three-fourths (3/4) guarantee.</p>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Voluntary Departure (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>El empleador reportar al Centro Nacional de Procesamiento de Chicago a los trabajadores que abandonen voluntariamente el empleo antes del fin del periodo del contrato, y a los trabajadores H-2A al Departamento de Seguridad Nacional, por escrito u otro mtodo aprobado, a no ms tardar de dos (2) das despues de que ocurra el abandono o la terminacin del empleo. El abandono se considerar que comienza despues de que un trabajador no se presente a trabajar a la hora regularmente programada durante cinco (5) das consecutivos sin el consentimiento del empleador. El empleador no ser responsable de proveer o pagarle a los trabajadores reportados: (a) gastos de transporte y sustento subsecuentes, y (b) el trabajador no tendr derecho a la garanta de tres cuartos (3/4).</p>			

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Assurance (English)
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>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).</p> <p>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.</p>			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Assurance (Spanish)
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>El empleador acepta proporcionar o asegurar una vivienda para los trabajadores H-2A y aquellos trabajadores en el empleo correspondiente que no puedan regresar razonablemente a su residencia al final del da laboral. Esa vivienda cumple con los estndares locales, estatales o federales aplicables y es suficiente para albergar la cantidad especificada de trabajadores solicitada a travs del sistema de autorizacin. El empleador proporcionar la vivienda sin cargo al trabajador. Cualquier cargo por el alquiler de la vivienda ser pagado directamente por el empleador al propietario u operador de la vivienda. Si se proporcionan acomodaciones pblicas a los trabajadores, el empleador acepta pagar todos los cargos relacionados con la vivienda directamente a la administracin de la vivienda. El empleador acepta que los cargos en forma de depsitos por ropa de cama u otros imprevistos similares relacionados con la vivienda (por ejemplo, servicios pblicos) no deben imponerse a los trabajadores. Sin embargo, el empleador puede exigir a los trabajadores que les reembolsen los daos causados a la vivienda por el (los) trabajador (es) individual (es) que fueron responsables por daos que no son el resultado del desgaste normal relacionado con la habitacin. Cuando la prctica predominante en el rea del empleo previsto y la ocupacin es proporcionar viviendas familiares, el empleador acepta proporcionar viviendas familiares sin costo a los trabajadores con familias que lo soliciten. 20 CFR 655.122(d), 653.501(c)(3)(vi).</p> <p>Solicitud de acceso condicional al sistema de autorizacin intraestatal o interestatal: el empleador asegura que la vivienda divulgada en esta orden de autorizacin cumplir con todas las normas locales, estatales o federales aplicables al menos 20 das calendario antes de que la vivienda sea ocupada. 20 CFR 653.502(a)(3). El oficial certificador no certificar la solicitud hasta que la vivienda haya sido inspeccionada y aprobada.</p>			

t. Job Offer Information 20

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workers Comp Insurance (English)
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>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 employment is not covered by or is exempt from the State's workers' compensation law, employer will provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of employment that provides benefits at least equal to those provided under State workers' compensation law for other comparable employment.</p>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

*u. Job Offer Information 21*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Workers Comp Insurance (Spanish)</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * El empleador acepta proporcionar cobertura de seguro de compensacin para trabajadores conforme a la ley estatal, que cubra lesiones y enfermedades que surjan de y en el curso del empleo del trabajador. Si el tipo de empleo para el cual se solicita la certificacin no est cubierto o est exento de la ley estatal de compensacin para trabajadores, el empleador acepta proporcionar, sin costo para el trabajador, un seguro que cubra lesiones y enfermedades que surjan de y en el curso del empleo y que otorgue beneficios por lo menos iguales a los provistos bajo la ley estatal de compensacin para trabajadores para otro empleo comparable.			

*v. Job Offer Information 22*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Assurance of Necessary Tools (English)</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned.			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

w. Job Offer Information 23

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Assurance of Necessary Tools (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) *			
El empleador acepta proporcionar al trabajador, sin costo ni deposito, todas las herramientas, suministros y el equipo necesarios para realizar las labores asignadas.			

x. Job Offer Information 24

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Registry of Earnings (English)
3. Details of Material Term or Condition (up to 3,500 characters) *			
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).			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

y. Job Offer Information 25

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Registry of Earnings (Spanish)
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>El empleador acepta mantener registros precisos y adecuados con respecto a las ganancias de los trabajadores en el(los) lugar(es) de empleo, o en una o ms oficinas centrales establecidas donde dichos registros se mantengan normalmente. Los registros deben incluir la direccin permanente de cada trabajador y, cuando est disponible, el correo electrnico permanente y el(los) nmero(s) de telefono. Todos los registros debern estar disponibles para inspeccin y transcripcin por el Departamento de Trabajo o un representante debidamente autorizado y designado, y por el trabajador y los representantes designados por el trabajador conforme a la documentacin correspondiente. Cuando los registros se mantengan en una oficina central distinta del(los) lugar(es) de empleo, dichos registros debern ponerse a disposicin para inspeccin y copia dentro de 72 horas despues de la notificacin del Departamento de Trabajo (o su representante autorizado) y del trabajador y sus representantes designados. El contenido de los registros de ganancias debe cumplir con todos los requisitos reglamentarios y conservarse por un periodo no menor de 3 aos despues de la fecha de certificacin por el Departamento de Trabajo. 20 CFR 655.122(j).</p>			

z. Job Offer Information 26

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Timesheets and Paystubs (English)
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>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 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) the beginning and ending dates of the pay period; and (8) the employer's name, address, and FEIN. 20 CFR 655.122(k).</p>			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 27

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Timesheets and Paystubs (Spanish)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador acuerda proporcionar al trabajador en o antes de cada da de pago en una o ms declaraciones escritas la siguiente informacin: (1) las ganancias totales del trabajador para el periodo de pago; (2) la tarifa por hora del trabajador y / o la tarifa de pago por pieza; (3) las horas de empleo ofrecidas al trabajador mostrando ofertas de acuerdo con la garanta de tres cuartos segn lo determinado en 20 CFR655.122 (i), separadas de cualquier hora ofrecida por encima de la garanta); (4) las horas realmente trabajadas por el trabajador; (5) una desglose de todas las deducciones hechas del salario del trabajador; (6) Si se utilizan tarifas por pieza, las unidades producidas diariamente; (7) fechas de inicio y finalizacin del periodo de pago; y (8) el nombre del empleador, direccin y FEIN. 20 CFR 655.122 (k).</p>			

. Job Offer Information 28

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules (English)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This seasonal housing is provided by the employer as an incident of employment and is furnished without rent. Because there is no agreement as to the duration of tenancy, the duration is determined by the period for which wages are payable. Where wages are payable weekly or more frequently, the tenancy shall be from week to week; where wages are payable monthly or no wages are payable, the tenancy shall be from month to month. In the event the employee ceases employment, the employer may charge rent for the period beginning the day after employment ends until the housing is vacated, at a rate equivalent to that charged for similarly situated residences in the area. The tenancy may be terminated by notice from either party as follows: where the tenancy is month to month, not less than fifteen (15) days' notice prior to the end of any monthly period; and where the tenancy is week to week, not less than seven (7) days' notice prior to the end of any weekly period.</p> <p>Workers residing in employer-provided housing are required to comply with the following housing rules:</p> <ul style="list-style-type: none"> <li>(i.) Housing is provided for employees only; persons not employed by the company are not permitted to stay in the housing units.</li> <li>(ii.) Workers must keep the housing units clean and free of garbage both inside and outside and must place all trash and household waste in designated trash cans or dumpsters.</li> <li>(iii.) Workers must not allow visitors or their children to enter or play in fields, barns, or around farm equipment.</li> <li>(iv.) Workers must be considerate of neighbors and other residents, including by refraining from loud parties, excessive noise, live music, or loud radios; observing quiet hours; driving vehicles no faster than five (5) miles per hour in housing areas; not disposing of vehicle fluids on the ground; and refraining from fighting, arguing, or possessing weapons on housing premises.</li> <li>(v.) Workers must immediately notify the farm manager of any maintenance, repair, or safety issues requiring attention in the housing unit.</li> <li>(vi.) Workers must know the location of fire extinguishers, keep them accessible at all times, refrain from discharging them unnecessarily, and notify management immediately if a fire extinguisher is used.</li> <li>(vii.) Workers are prohibited from disabling smoke detectors or removing batteries from smoke detectors for any purpose.</li> <li>(viii.) Smoking is strictly prohibited inside all housing units.</li> <li>(ix.) No alterations, modifications, or additions to the housing units are permitted without prior approval from management.</li> <li>(x.) The consumption of alcohol or illegal substances is strictly prohibited on housing property.</li> <li>(xi.) Workers must keep kitchens, bathrooms, toilets, and showers clean and sanitary; wash dishes promptly after use; and dispose of trash daily to assist with pest control.</li> </ul> <p>Employer-provided housing may be inspected at least once per week by a company representative to ensure compliance with health and sanitation requirements. Workers are responsible for damages to the housing unit beyond normal wear and tear, including but not limited to damaged screens, broken windows or doors, broken or missing furniture, damaged or missing bedding, kitchen supplies, fire extinguishers, smoke detectors, batteries, or trash containers. Repeated or serious violations of housing rules may result in termination of housing privileges and may result in termination of employment.</p>			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 29

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules (Spanish)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>La vivienda estacional proporcionada por el empleador es para uso exclusivo de los empleados durante su periodo de empleo. Los trabajadores que residan en la vivienda proporcionada por el empleador deben cumplir con las siguientes reglas de vivienda:</p> <p>(i.) La vivienda se proporciona únicamente para empleados; no se permite que personas que no estén empleadas por la empresa permanezcan en las unidades de vivienda.                  (ii.) Los trabajadores deben mantener las unidades de vivienda limpias y sanitarias tanto en el interior como en el exterior, y deben colocar toda la basura y desechos domésticos en los botes o contenedores designados.                  (iii.) Los trabajadores no deben permitir que visitantes ni sus hijos entren o jueguen en los campos, graneros o alrededor del equipo agrícola.                  (iv.) Los trabajadores deben ser respetuosos con los vecinos y otros residentes, absteniéndose de fiestas ruidosas, ruido excesivo, música en vivo o radios a alto volumen, y no deben participar en peleas, discusiones ni portar armas en las instalaciones de la vivienda.                  (v.) Los trabajadores deben notificar de inmediato al encargado de la granja sobre cualquier necesidad de mantenimiento, reparación o problema de seguridad en la unidad de vivienda.                  (vi.) Los trabajadores deben conocer la ubicación de los extinguidores de incendios, mantenerlos accesibles en todo momento, no descargarlos innecesariamente y notificar a la administración si un extinguidor es utilizado.                  (vii.) Se prohíbe a los trabajadores desactivar los detectores de humo o retirar las baterías de los detectores de humo para cualquier propósito.                  (viii.) Se prohíbe estrictamente fumar dentro de todas las unidades de vivienda.                  (ix.) No se permiten alteraciones, modificaciones ni adiciones a las unidades de vivienda sin la aprobación previa de la administración.                  (x.) El consumo de alcohol o sustancias ilegales está estrictamente prohibido en la propiedad de la vivienda.                  (xi.) Los trabajadores deben mantener limpias y sanitarias las cocinas, baños, sanitarios y duchas; lavar los platos inmediatamente después de usarlos; y desechar la basura diariamente para ayudar al control de plagas.                  (xii.) La vivienda podrá ser inspeccionada periódicamente por el empleador para asegurar el cumplimiento de las normas de salud y seguridad. Los trabajadores son responsables de los daños que excedan el desgaste normal. Las violaciones repetidas o graves de las reglas de vivienda pueden resultar en la terminación del uso de la vivienda y en la terminación del empleo.</p>			

. Job Offer Information 30

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Proof of Legal Status (English)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All workers hired under this order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States.</p>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 31

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Proof of Legal Status (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) * Todos los trabajadores contratados bajo esta orden sern requeridos a proporcionar la documentacin que acredite la ciudadana estadounidense o estado legal para trabajar en los Estados Unidos.			

. Job Offer Information 32

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Right to Inspect Housing by Employer (English)
3. Details of Material Term or Condition (up to 3,500 characters) * The housing unit may be inspected at least one time per week by a company inspector to help ensure that it is kept in good sanitary condition. Workers are responsible for all damages to the housing unit during the time that they live there, except for normal wear and tear. Damages that workers are responsible for include, but are not limited to, damaged window and door screens, broken windows, broken furniture, missing furniture, broken doors, bedding, damaged or missing kitchen supplies, missing fire extinguishers, missing smoke detectors and batteries, garbage cans, and similar items. Repeated violations of housing rules may result in termination of the worker's use of employer-provided housing and may also result in termination of employment.			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 33

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Right to Inspect Housing by Employer (Spanish)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>La unidad de vivienda puede ser inspeccionada al menos una vez por semana por un inspector de la empresa para ayudar a asegurar que se mantiene en buenas condiciones sanitarias. Los trabajadores son responsables de todos los daos a la unidad de vivienda durante el tiempo que residan en ella, excepto por el desgaste normal. Los daos de los que los trabajadores sern responsables incluyen, entre otros, mallas de ventanas y puertas daadas, ventanas rotas, muebles rotos o faltantes, puertas rotas, ropa de cama, suministros de cocina daados o faltantes, extinguidores de incendios faltantes, detectores de humo y bateras faltantes, botes de basura y articulos similares. Las violaciones repetidas de las reglas de vivienda pueden resultar en la terminacin del uso de la vivienda proporcionada por el empleador y tambien pueden resultar en la terminacin del empleo.</p>			

. Job Offer Information 34

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Act of God (English)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The work contract may be terminated before the end date stated in the contract if the services of the workers are no longer required for reasons beyond the employer's control due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. If the work contract is terminated, the employer will satisfy the three-fourths (3/4) guarantee for the period that has elapsed from the contract start date through the date of termination.</p> <p>The employer will make reasonable efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with applicable immigration laws. If transfer is not effected, the employer will, at the worker's option, either: (a) return the worker, at the employer's expense, to the place from which the worker departed to work for the employer, without regard to intervening employment; or (b) transport the worker, at the employer's expense, to the next certified H-2A employer's place of employment, whichever the worker prefers.</p> <p>The employer will also reimburse the worker for the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence to the place of employment, and will pay the worker's transportation and subsistence expenses incurred by the worker to reach the place of employment. Daily subsistence will be paid at the amounts disclosed in this job order. Transportation payment will be no less (and is not required to be more) than the most economical and reasonable common carrier charges for the distances involved. (20 CFR 655.122(o).)</p> <p>The employer is not required to pay transportation and daily subsistence from the current worksite to the next H-2A employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay the worker's transportation and subsistence from the current employer's worksite to the subsequent employer's worksite. (20 CFR 655.122(h)(2).)</p>			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 35

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Act of God (Spanish)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El contrato de trabajo puede rescindirse antes de la fecha de finalizacin indicada en el contrato si los servicios de los trabajadores ya no son necesarios por razones ajenas al control del empleador, debido a incendio, condiciones climatolgicas u otro acto de Dios que haga imposible el cumplimiento del contrato, segn lo determine el Departamento de Trabajo. En caso de que el contrato de trabajo sea rescindido, el empleador cumplir con la garanta de tres cuartos (3/4) por el perodo transcurrido desde la fecha de inicio del contrato hasta la fecha de terminacin.</p> <p>El empleador har esfuerzos razonables para transferir al trabajador a otro empleo comparable que sea aceptable para el trabajador y consistente con las leyes de inmigracin aplicables. Si la transferencia no se lleva a cabo, el empleador, a opcin del trabajador, ya sea: (a) devolver al trabajador, a expensas del empleador, al lugar desde el cual el trabajador sali para trabajar para el empleador, sin considerar empleo interviniente; o (b) transportar al trabajador, a expensas del empleador, al lugar de empleo del siguiente empleador H-2A certificado, segn la preferencia del trabajador.</p> <p>El empleador tambn reembolsar al trabajador el monto total de cualquier deduccin realizada por el empleador del salario del trabajador por gastos de transporte y sustento hasta el lugar de empleo, y pagar los gastos razonables de transporte y sustento incurridos por el trabajador para llegar al lugar de empleo. Los montos diarios de sustento sern los divulgados en esta orden de trabajo. El pago por transporte no ser menor (y no se requiere que sea mayor) que los cargos ms econmicos y razonables de un transportista comn para las distancias involucradas. (20 CFR 655.122(o).)</p> <p>El empleador no estar obligado a pagar el transporte ni la manutencin diaria desde el lugar de trabajo del empleador actual hasta el lugar de trabajo de un empleador posterior si el trabajador ha celebrado un contrato con un empleador posterior que haya aceptado proporcionar o pagar los gastos de transporte y sustento del trabajador desde el lugar de trabajo del empleador actual hasta el lugar de trabajo del empleador posterior. (20 CFR 655.122(h)(2).)</p>			

. Job Offer Information 36

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Incidental to Farm Work (English)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers may be required to perform work on the farm that is incidental to the production of the crops listed in the application. Such duties may include, but are not limited to, hand-cultivation tasks; weeding or hoeing various crops; cleaning and maintaining farm buildings, seed beds, and grounds; setting up, moving, and maintaining irrigation pipes and equipment; gardening; weeding; and trimming shrubs. All work must be performed in accordance with employer quality standards and job instructions.</p>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 37

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Incidental to Farm Work (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) * Los trabajadores pueden ser requeridos a realizar labores en la granja que sean incidentales a la produccion de los cultivos enumerados en la solicitud. Dichas labores pueden incluir, entre otras, tareas de cultivo manual; deshierbe o azadoneo de diversos cultivos; limpieza y mantenimiento de edificios agrcolas, semilleros y terrenos; instalacin, movimiento y mantenimiento de tuberas y equipos de riego; jardinera; deshierbe; y recorte de arbustos. Todo el trabajo deber realizarse de conformidad con las normas de calidad del empleador y las instrucciones del trabajo.			

. Job Offer Information 38

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Assurance No Strike (English)
3. Details of Material Term or Condition (up to 3,500 characters) * 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)			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 39

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Assurance No Strike (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) *			
El empleador asegura que esta oportunidad de trabajo, incluidos todos los lugares de trabajo para los cuales el empleador solicita la certificacin laboral H-2A, no tiene trabajadores en huelga o encerrados en el curso de una disputa laboral . 20 CFR 655.135 (b).			

. Job Offer Information 40

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Substance Abuse Policy (English)
3. Details of Material Term or Condition (up to 3,500 characters) *			
The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 41

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Substance Abuse Policy (Spanish)
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Est prohibido el uso o posesin o estar bajo la influencia de drogas ilegales o alcohol durante el tiempo de trabajo. Se puede solicitar a los trabajadores que se sometan a pruebas aleatorias de drogas o alcohol sin costo para el trabajador. El incumplimiento de la solicitud o las pruebas positivas pueden dar lugar a la terminacin inmediata.</p>			

. Job Offer Information 42

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Employment Contract (English)
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>The employer agrees to provide a copy of the work contract to an H-2A worker no later than the time the worker applies for the visa, or to a worker in corresponding employment no later than the first day of work. For an H-2A worker who comes to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time a job offer is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language the worker understands, as necessary or reasonable. In the absence of a separate written work contract between the employer and the worker, the required terms of this clearance order, including all Addenda, and the certified H-2A Application for Temporary Employment Certification shall constitute the work contract. 20 CFR 655.122(q).</p>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 43

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Employment Contract (Spanish)
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>El empleador acepta proporcionar una copia del contrato de trabajo a un trabajador H-2A a ms tardar en el momento en que el trabajador solicite la visa, o a un trabajador en empleo correspondiente a ms tardar el primer da de trabajo. Para un trabajador H-2A que llegue al empleador procedente de otro empleador H-2A, el empleador acepta proporcionar una copia del contrato de trabajo a ms tardar en el momento en que se haga una oferta de empleo al trabajador H-2A. Se proporcionar una copia del contrato de trabajo a cada trabajador en un idioma que el trabajador entienda, segn sea necesario o razonable. En ausencia de un contrato de trabajo escrito separado entre el empleador y el trabajador, los trminos requeridos de esta orden de autorizacin, incluidos todos los anexos, y la Solicitud H-2A certificada para la Certificacin de Empleo Temporal constituirn el contrato de trabajo. 20 CFR 655.122(q).</p>			

. Job Offer Information 44

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Seasonal Full-Time Job (English)
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The employer assures that the job opportunity identified in this clearance order (also referred to as the “job order”) is a temporary, seasonal, full-time position, meaning employment of at least 35 hours per week, and is placed with the State Workforce Agency (SWA) in connection with an H-2A Application for Temporary Employment Certification. This job order meets the requirements for agricultural clearance orders under 20 CFR Part 653, Subpart F, and the requirements set forth in 20 CFR 655.122. 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 of 20 CFR Part 655, Subpart B. The job opportunity is open to any qualified U.S. worker and is offered without discrimination on the basis of race, color, national origin, age, sex, religion, disability, or immigration or citizenship status.</p>			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 45

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Seasonal Full-Time Job (Spanish)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador asegura que la oportunidad de trabajo identificada en esta orden de autorizacin (tambin denominada "orden de trabajo") es un puesto temporal, estacional y de tiempo completo, lo que significa empleo de al menos 35 horas por semana, y que se coloca con la Agencia Estatal de Fuerza Laboral (SWA) en relacin con una Solicitud H-2A de Certificacin de Empleo Temporal. Esta orden de trabajo cumple con los requisitos para las rdenes de autorizacin agrcola conforme a 20 CFR Parte 653, Subparte F, y con los requisitos establecidos en 20 CFR 655.122. Esta oportunidad de trabajo ofrece a los trabajadores estadounidenses no menos de los mismos beneficios, salarios y condiciones de trabajo que el empleador ofrece, tiene la intencin de ofrecer o proporcionar a los trabajadores H-2A, y cumple con los requisitos de 20 CFR Parte 655, Subparte B. La oportunidad de trabajo est abierta a cualquier trabajador estadounidense calificado y se ofrece sin discriminacin por motivos de raza, color, origen nacional, edad, sexo, religin, discapacidad o estatus migratorio o de ciudadana.</p>			

. Job Offer Information 46

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Guarantees (English)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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).</p> <p>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).</p> <p>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).</p> <p>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).</p> <p>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).</p> <p>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).</p> <p>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).</p>			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 47

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Guarantees (Spanish)
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>A. El empleador acuerda proporcionar a los trabajadores referidos a través del sistema de autorización el número de horas de trabajo divulgadas en esta orden de autorización para la semana que comienza con la fecha prevista de necesidad, a menos que el empleador haya modificado la fecha de necesidad al menos 10 días hábiles antes de la fecha original de necesidad mediante notificación a la Oficina de retención de pedidos (OHO) por escrito (por ejemplo, notificación por correo electrónico). El empleador entiende que es responsabilidad de la SWA hacer un registro de todas las notificaciones e intentar informar a los trabajadores referidos de la fecha de necesidad modificada de manera expedita. 20 CFR 653.501 (c) (3) (i). Si hay un cambio en la fecha prevista de necesidad, y el empleador no notifica al OHO al menos 10 días hábiles antes de la fecha original de necesidad, el empleador acepta que pagar a los trabajadores elegibles referidos a través del sistema de autorización la tasa especificada de el pago divulgado en esta orden de despacho durante la primera semana a partir de la fecha de necesidad prevista originalmente o proporcionar trabajo alternativo si dicho trabajo alternativo se indica en la orden de despacho. 20 CFR 653.501 (c) (5).</p> <p>B. El empleador acepta que ninguna extensión del empleo más allá del período de empleo especificado en la orden de despacho lo eximirá del pago de los salarios ya ganados, o si se especifica en la orden de despacho como un término de empleo, proporcionando transporte desde el lugar de empleo, como se describe en el párrafo 7.B anterior. 20 CFR 653.501 (c) (3) (ii).</p> <p>C. El empleador asegura que todas las condiciones de trabajo cumplan con el salario mínimo federal y estatal aplicable, trabajo infantil, seguridad social, salud y seguridad, registro de contratistas de trabajadores agrícolas y otras leyes relacionadas con el empleo. 20 CFR 653.501 (c) (3) (iii).</p> <p>D. El empleador acuerda notificar rápidamente a OHO o SWA por correo electrónico y por teléfono inmediatamente después de enterarse de que un cultivo está madurando antes o después, o que las condiciones climáticas, el reclutamiento excesivo u otros factores han cambiado los términos y condiciones de empleo. 20 CFR 653.501 (c) (3) (iv).</p> <p>E. Si actúa como un contratista de mano de obra agrícola (FLC) o un empleado de contratista de mano de obra agrícola (FLCE) en esta orden de autorización, el empleador asegura que tiene un certificado FLC federal válido o una tarjeta de identificación federal FLCE y, cuando corresponda, cualquier certificado estatal FLC requerido. 20 CFR 653.501 (c)</p> <p>F. El empleador asegura que los trabajadores de extensión tendrán acceso razonable a los trabajadores en la realización de actividades de extensión de conformidad con 20 CFR 653.107. 20 CFR 653.501 (c) (3) (vii).</p>			

. Job Offer Information 48

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Hourly Pay Details (English)
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>The employer will pay the prevailing hourly rate for all crop activities. The current minimum AWER hourly rate is \$12.78 for U.S. Workers, and \$11.09 for H-2A Workers. Per 20 CFR 655.120(b)(4), the employer guarantees that it will continue to pay workers at least the current AWER rate of \$12.78 or \$11.09 even if DOL reduces the AWER rate before the end of the employment contract. In order to assure workers fair earnings, the employer may in its discretion temporarily raise the hourly rate above the offered AWER rate herein when, in the employer's judgment, working conditions are unusually adverse. The employer will apply at least the prevailing hourly rate of \$12.78 or \$11.09 in all crop activities during the entirety of the employment contract.</p>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 49

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Hourly Pay Details (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>El empleador pagar la tarifa horaria vigente para todas las actividades de los cultivos. La tarifa horaria mnima AEWR vigente es de \$12.78 para trabajadores estadounidenses y \$11.09 para trabajadores H-2A. De conformidad con 20 CFR 655.120(b)(4), el empleador garantiza que continuar pagando a los trabajadores al menos la tarifa AEWR vigente de \$12.78 o \$11.09, aun si el Departamento de Trabajo reduce la tarifa AEWR antes del final del contrato de empleo. Con el fin de asegurar ingresos justos para los trabajadores, el empleador podr, a su discrecin, aumentar temporalmente la tarifa horaria por encima de la tarifa AEWR ofrecida cuando, a juicio del empleador, las condiciones de trabajo sean inusualmente adversas. El empleador aplicar al menos la tarifa horaria vigente de \$12.78 o \$11.09 para todas las actividades de los cultivos durante la totalidad del perodo del contrato de empleo.</p>			

. Job Offer Information 50

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Availability Expectations (English)
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Workers must be available for work during the entire contract period. Workers must be available to work the days and hours listed in this job order and must be available to perform all assigned duties as required by the employer.</p>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 51

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Availability Expectations (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) * Los trabajadores deben estar disponibles para trabajar durante todo el periodo del contrato. Los trabajadores deben estar disponibles para trabajar los dias y horas indicados en esta orden de trabajo y deben estar disponibles para realizar todas las tareas asignadas segun lo requiera el empleador.			

. Job Offer Information 52

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Site and Duties Assignment (English)
3. Details of Material Term or Condition (up to 3,500 characters) * Daily individual work assignments, crew assignments, and location of work will be made by and at the sole discretion of the farm manager and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 53

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Site and Duties Assignment (Spanish)
3. Details of Material Term or Condition (up to 3,500 characters) * Las tareas diarias de trabajo individual, asignaciones de la cuadrilla, y la ubicacin de la obra estarn a cargo y a la exclusiva discrecin del administrador de la granja y/o supervisor de la granja de acuerdo a la necesidad que la operacin agrcola dicte. Los trabajadores pueden ser asignados a una variedad de funciones en un da determinado y/o tareas diferentes en diferentes das. Se espera que los trabajadores realicen cualquiera de las tareas definidas y trabajen en cualquier tipo de cultivo que le sean asignados por el supervisor del trabajador.			

. Job Offer Information 54

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Working Conditions (English)
3. Details of Material Term or Condition (up to 3,500 characters) * Workers must be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, or similar plants may affect a worker's ability to perform the job. Workers must be physically able to perform the required work, with or without reasonable accommodation. Workers are exposed to wet conditions early in the morning and to heat throughout the day while working in the fields. Temperatures may range from approximately 30F to 100F. Workers may be required to work during occasional light rain that is not severe enough to stop field operations.			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 55

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Working Conditions (Spanish)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Los trabajadores deben poder trabajar de pie en posiciones inclinadas durante periodos prolongados de tiempo. Las alergias a la ambrosia, la vara de oro u otras plantas similares pueden afectar la capacidad del trabajador para realizar el trabajo. Los trabajadores deben ser fsicamente capaces de realizar el trabajo requerido, con o sin adaptaciones razonables. Los trabajadores estn expuestos a condiciones hmedas temprano en la maana y al calor durante todo el da mientras trabajan en los campos. Las temperaturas pueden variar aproximadamente entre 30F y 100F. Los trabajadores pueden ser requeridos a trabajar durante lluvias ligeras ocasionales que no sean lo suficientemente severas como para detener las operaciones en el campo.</p>			

. Job Offer Information 56

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation and Subsistence for Outside Area Workers (Inbound/Outbound) (English)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Transportation and subsistence for workers recruited outside the area of intended employment: For workers recruited outside the area of intended employment, transportation and subsistence expenses will be provided or reimbursed by the employer in accordance with 20 CFR 655.122(h). Inbound transportation will be reimbursed after the worker completes 50 percent of the work contract period, if the employer has not already provided or paid for inbound transportation. Reimbursement will be no less (and is not required to be more than) the most economical and reasonable common carrier charges for the distance involved. Subsistence during travel will be reimbursed at no less than \$16.28 per day (the amount the employer would charge for providing three meals per day), or, with receipts, up to \$68 per day (continental U.S. per diem), consistent with 20 CFR 655.173(a) and the published H-2A Program allowable meal charges.</p> <p>Return transportation: If the worker completes the work contract period, or if the worker is terminated without cause, and the worker has no immediate H-2A employment, the employer will provide or pay for the worker's reasonable costs of return transportation and subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. If the worker has contracted with a subsequent employer that has not agreed to provide or pay transportation and subsistence from the current employer's worksite to the subsequent employer's worksite, the employer will provide or pay transportation and subsistence to the subsequent employer's worksite; if the subsequent employer has agreed to pay, the subsequent employer will be responsible. The employer's obligation to provide or pay return transportation and subsistence continues if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent (50%) rule under 20 CFR 655.135(d) with respect to referrals made after the employer's date of need. These arrangements apply only to workers who are recruited outside the area of intended employment.</p>			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 57

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation and Subsistence for Outside Area Workers (Inbound/Outbound) (Spanish)
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Transporte y manutención para trabajadores reclutados fuera del rea de empleo previsto: Para los trabajadores reclutados fuera del rea de empleo previsto, los gastos de transporte y manutención serán proporcionados o reembolsados por el empleador de conformidad con 20 CFR 655.122(h). El transporte de entrada será reembolsado después de que el trabajador complete el 50 por ciento del periodo del contrato de trabajo, si el empleador no ha proporcionado ni pagado previamente dicho transporte. El reembolso no será menor (y no se requiere que sea mayor) que los cargos más económicos y razonables de un transportista común para la distancia involucrada. La manutención durante el viaje será reembolsada por no menos de \$16.28 por día (la cantidad que el empleador cobrará por proporcionar tres comidas por día), o, con recibos, hasta \$68 por día (tarifa diaria del territorio continental de los EE. UU.), de conformidad con 20 CFR 655.173(a) y las tarifas publicadas del Programa H-2A para comidas permitidas.</p> <p>Transporte de salida: Si el trabajador completa el periodo del contrato de trabajo, o si es despedido sin causa, y no tiene empleo H-2A inmediato posterior, el empleador proporcionará o pagará los costos razonables de transporte de regreso y manutención desde el lugar de empleo hasta el lugar desde el cual el trabajador, sin considerar empleo intermedio, saldrá para trabajar para el empleador. Si el trabajador ha celebrado un contrato con un empleador posterior que no haya aceptado proporcionar o pagar el transporte y la manutención desde el lugar de trabajo del empleador actual hasta el lugar de trabajo del empleador posterior, el empleador proporcionará o pagará el transporte y la manutención hasta el lugar de trabajo del empleador posterior; si el empleador posterior ha aceptado pagar, dicho empleador será responsable. La obligación del empleador de proporcionar o pagar el transporte de regreso y la manutención continúa si un trabajador H-2A es desplazado como resultado del cumplimiento del empleador con la regla del cincuenta por ciento (50 %) conforme a 20 CFR 655.135(d), respecto de referencias realizadas después de la fecha de necesidad del empleador. Estos arreglos se aplican únicamente a los trabajadores reclutados fuera del rea de empleo previsto.</p>			

. Job Offer Information 58

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - F.2. Inbound/Outbound Continued (English)
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Daily subsistence will be provided at the amount disclosed in the job order, at least equal to the charge for three meals per day, and not less than the amount permitted under 20 CFR 655.173(a). Reimbursement will be made in the first pay period after the worker becomes eligible. At the employer's option, the employer may provide transportation directly rather than reimbursing the worker.</p> <p>Outbound Transportation: If the worker completes the contract period or is terminated without cause, and does not have immediate subsequent H-2A employment, the employer will provide or pay for transportation and daily subsistence from the place of employment to the place from which the worker departed, without regard to intervening employment. No outbound transportation or subsistence will be provided if the worker abandons employment or is terminated for cause, provided the employer complies with 20 CFR 655.122(n). If the worker obtains subsequent H-2A employment and the subsequent employer has not agreed to pay outbound transportation, the employer will provide or pay transportation and subsistence to the next jobsite; if the subsequent employer has agreed to pay, the subsequent employer will be responsible. The employer remains responsible for outbound transportation and subsistence if the worker is displaced due to the hiring of U.S. workers after the date of need. These transportation and subsistence benefits apply to H-2A workers and workers in corresponding employment.</p>			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 59

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - F.2 Inbound/Outbound (Spanish)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Transporte de Entrada: Despues de que el trabajador complete el 50 por ciento del periodo del contrato, si el empleador no ha proporcionado ni pagado ya el transporte de entrada, el empleador reembolsar al trabajador el transporte razonable de entrada y la manutencin diaria razonable desde el lugar del cual el trabajador sali hasta el lugar de empleo. El reembolso del transporte ser por lo menos el costo ms economico y razonable de un transportista comn para la distancia involucrada. La manutencin diaria ser la cantidad divulgada en la orden de trabajo, por lo menos equivalente al cargo por tres comidas por da, y no ser menor que la cantidad permitida bajo 20 CFR 655.173(a). El reembolso se realizar en el primer periodo de pago despues de que el trabajador sea elegible. A opcin del empleador, el empleador puede proporcionar el transporte directamente en lugar de reembolsar al trabajador.</p> <p>Transporte de Salida: Si el trabajador completa el periodo del contrato o es despedido sin causa, y no tiene empleo H-2A subsecuente inmediato, el empleador proporcionar o pagar el transporte y la manutencin diaria desde el lugar de empleo hasta el lugar del cual el trabajador sali, sin considerar empleo intermedio. No se proporcionar transporte ni manutencin de salida si el trabajador abandona el empleo o es despedido por causa, siempre que el empleador cumpla con 20 CFR 655.122(n). Si el trabajador obtiene empleo H-2A subsecuente y el empleador subsecuente no ha aceptado pagar el transporte de salida, el empleador proporcionar o pagar el transporte y la manutencin hasta el siguiente lugar de trabajo; si el empleador subsecuente ha aceptado pagar, dicho empleador ser responsable. El empleador sigue siendo responsable del transporte y la manutencin de salida si el trabajador es desplazado debido a la contratacin de trabajadores estadounidenses despues de la fecha de necesidad. Estos beneficios de transporte y manutencin se aplican a los trabajadores H-2A y a los trabajadores en empleo correspondiente.</p>			

. Job Offer Information 60

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

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