

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



A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crops							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	6	2	3. First Date * 10/2/2026	4. Last Date * 7/31/2027			
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.							☐ Yes ☒ No
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *
40	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	0	h. Saturday
							a. 6 : 30 ☒ AM ☐ PM
							b. 3 : 30 ☐ AM ☒ PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)							
Prepare the soil for planting and harvesting vegetables and farinaceous (coriander, lettuce, and bananas). Preharvest and postharvest activities are required. The work includes tasks, such as seed germination, transplanting, monitoring, packing, maintaining irrigation and drainage system, weeding, cultivation, fertilizing, planting, cultivating, and harvesting vegetables and farinaceous. Most of the workdays are spent on one's feet, with constant movement as they move from one site to another. Workers must be able to stand, walk uphill and downhill, sit, squat, kneel, crouch, bend (from the waist), push, pull, reach, lift, and carry items weighing in the range of 5 to 75 pounds. Driving and operating passenger vehicles and farm equipment may be required. Workers are required to work eight (8) hours per day. The worker may be requested, but not required to work up to 12 hours per day and/or Federal Holidays, as well as Saturdays, depending upon the conditions in the fields, weather, and maturity of the crop. The manager or supervisor will notify workers at the end of the workday if there is any change in the start and time anticipated hours of work for the following day. Regular attendance by all workers during scheduled hours of the workday and /or work period is expected. Unsatisfactory attendance: including reporting late, excessive requests to leave before the end of the workday, not abiding by housing, or transport regulations, etc., may be cause for disciplinary action. Providing services to other farmers outside the scope of the H2A Visa will result in immediate contract termination. Workers must call their manager or supervisor at least one day before the start of the workday if they do not expect to be in on time. Further information on the Employer's Attendance Policy is in the Employee Handbook. See Addendum C for Spanish Language. Ver Adendum C para Espanol.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 11.62		☒ HOUR ☐ MONTH		\$ _____			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							☒ Yes ☐ N/A
10. Frequency of Pay: * ☒ Weekly ☐ Biweekly ☐ Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							

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



B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
☒ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required.		<u>3</u>	3. Training: number of <u>months</u> required. *
4. Basic Job Requirements (check all that apply) §			
☐ a. Certification/license requirements		☒ f. Exposure to extreme temperatures	
☐ b. Driver requirements		☒ g. Extensive pushing or pulling	
☐ c. Criminal background check		☒ h. Extensive sitting or walking	
☒ d. Drug screen		☒ i. Frequent stooping or bending over	
☒ e. Lifting requirement <u>75</u> lbs.		☒ j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		☐ Yes ☒ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C for Spanish Language. Ver Adendum C para Espanol.			

C. Place of Employment Information

1. Place of Employment Address/Location *			
Road 615, Km. 7.2 Int. Pozas Ward			
2. City *	3. State *	4. Postal Code *	5. County *
Ciales	Puerto Rico	00638	Ciales Municipio
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
NONE.			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			☐ Yes ☒ N/A

D. Housing Information

1. Housing Address/Location *			
Road 615, Km. 7.2 Int. Pozas Ward			
2. City *	3. State *	4. Postal Code *	5. County *
Ciales	Puerto Rico	00638	Ciales Municipio
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		1	2
9. Identify the entity that determined the housing met all applicable standards: *			
☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
See Addendum C			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			☐ Yes ☒ N/A

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 furnish free and convenient kitchen facilities with utensils, furniture, and appliances, so workers can prepare their own meals.

-Employer will provide free transportation, once a week, to ensure workers' access to convenience stores or supermarkets where they can purchase groceries.

-In the event the kitchen facilities become unavailable, due to outstanding events, employer will charge workers for the provision of meals; the daily charge per worker will be \$16.78.

See Addendum C for Spanish Language.

Ver Adendum C para Espanol.

2. The employer: *	☐ WILL NOT charge workers for meals.		
	☒ WILL charge each worker for meals at	\$ <u>16</u> . <u>78</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.)

See Addendum C for Spanish Language.

Ver Adendum C para Espanol.

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 for Spanish Language.			
Ver Adendum C para Espanol.			
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.)

All applicants will be referred to American Job Center "Manati-Dorado" and job advertisements will be completed in accordance with the Instructions from the National Center. Domestic applicants will contact American Job Center "Manati-Dorado" either by phone 787-884-4055 or in person at Urb. Cataluna, Street #1, Road 140, Km. 68.1, Barceloneta, PR 00617. Walk-in applications will be accepted during office hours from 8:00 am to 12:00 pm on Mondays and Fridays. Our office is located at Road 615, Km. 7.2 Int., Pozas Ward, Ciales, PR 00638.

Todos los solicitantes seran referidos al Centro De Empleo Americano "Manati-Dorado" y los anuncios de trabajo se completaran de acuerdo con las Instrucciones del Centro Nacional. Los solicitantes nacionales se comunicaran con American Job Center "Manati-Dorado" por telefono 787-884-4055 o en persona en Urb. Cataluna, Calle #1, Carretera 140, Km. 68.1, Barceloneta, PR 00617. Las solicitudes sin cita previa se aceptaran durante el horario de oficina e 8:00 am a 12:00 pm los lunes y viernes. Nuestra oficina esta localizada en la Carretera 615, Km. 7.2 Int., Barrio Pozas, Ciales, PR 00638.

2. Telephone Number to Apply * +1 (787) 616-1120	3. Extension § N/A	4. Email Address to Apply * hydrofarmpagan@gmail.com
5. Website Address (URL) to Apply * N/A		

H. Additional Material Terms and Conditions of the Job Offer

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

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

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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)(3)(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 * Pagan-Calderas	2. First (given) name * Joaquin	3. Middle initial §
4. Title * President		

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 * 8/18/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
1	Agricultural Activities	\$ 11 . 62	Hour	H2A workers will be paid at \$10.91 per hour. Los trabajadores H-2A serán pagados a \$10.91 la hora.
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
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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

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 (<i>up to 3,500 characters</i>) *			
-Taxes applicable under Federal or State laws. -Willful destruction of property: the employer may recoup the cost of any damaged property through reasonable deductions within acceptable parameters under FLSA. -Impuestos aplicables bajo las leyes federales o estatales. -Destruccion intencional de la propiedad: el patrono puede recuperar el costo de cualquier dano a la propiedad, a traves de deducciones razonables dentro de los parametros aceptables bajo la FLSA.			

b. Job Offer Information 2

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Concrete house. It has two (2) bedrooms. One (11' 8" x 8'6") and another one (10'2" x 8'10"). It has a living room (6'5" x 8'5"), a kitchen (8'5" x 8'6"), a bathroom (7'2" x 4'11") and a laundry (5'2" x 8'6"). It has two exits and will be completely furnished. Screens on windows and doors will be placed. See Addendum C for Spanish Language. Ver Adendum C para Espanol.			

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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8.A Deberes Laborales
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Preparar el suelo para plantar y cosechar hortalizas y farinaceos (cilantrillo, lechuga, guineos). Se requieren actividades previas y posteriores a la cosecha. El trabajo incluye tareas, como germinacion de semillas, trasplante, monitoreo, empaque, mantenimiento del sistema de riego y drenaje, deshierbe, cultivo, fertilizacion, siembra, cultivo y cosecha de hortalizas y farinaceos. La mayoría de los dias de trabajo se pasan al aire libre de pie, con un movimiento constante a medida que se mueven de un campo a otro. Los trabajadores deben poder pararse, caminar cuesta arriba y cuesta abajo, sentarse, ponerse en cuclillas, arrodillarse, agacharse, doblarse (desde la cintura) empujar, tirar, alcanzar, levantar y transportar articulos que pesen entre 5 y 75 libras. Se podra requerir conducir y operar vehiculos de pasajeros y equipos agricolas. Los trabajadores deben trabajar ocho (8) horas por dia. El trabajador puede ser solicitado, pero no obligado a trabajar hasta 12 horas por dia y / o feriado federal, asi como sabados, dependiendo de las condiciones en los campos, el clima y la madurez del cultivo. El gerente o supervisor notificara a los trabajadores al final de la jornada laboral si hay algun cambio en el inicio y la hora prevista de las horas de trabajo para el dia siguiente. Se espera la asistencia regular de todos los trabajadores durante las horas programadas de la jornada laboral y/o periodo de trabajo. Asistencia insatisfactoria: incluyendo reportarse tarde, solicitud excesiva de licencia antes del final de la jornada laboral, no cumplir con las regulaciones de vivienda o transporte, etc., puede ser motivo de accion disciplinaria. Prestar servicios a otros agricultores fuera del alcance del visado H2A resultara en la terminacion inmediata del contrato. Los trabajadores deben llamar a su gerente o supervisor al menos un dia antes de la jornada laboral, si no esperan llegar a tiempo. Mas informacion sobre la Politica de Asistencia del Patrono en el Manual del Empleado.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - B.4 Requisitos basicos del trabajo
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Requisito de levantar 75 lbs. Exposicion a temperaturas extremas. Empujar o halar extensamente. Sentarse o caminar mucho. Agacharse o doblarse con frecuencia. Movimientos repetitivos.			

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.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - B.6 Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * All work performed in outdoor agricultural fields involves exposure to rain, sun, soil, mud, dust, heat, cold, and other natural elements. Workers should come prepared to the farm wearing appropriate clothing and footwear for the environmental and working conditions described. They will be planting, fertilizing, removing weeds, pruning trees, maintaining plantations, picking, or harvesting, germinating seeds, grafting trees, counting, and packaging farm products. Work entails exposure to soil, plants, insects, and plant materials, such as, but not limited to pesticides and fertilizers. Although not required, workers with a valid driver's license, at the sole discretion of the employer, may be assigned the following task: Drive vehicles to transport crops, supplies, tools, equipment, fuel, materials, or farm workers. Additionally, although not required, workers may also be assigned to operate and/or maintain equipment used in agricultural production, field maintenance, and preparation such as tractors, irrigation equipment, tools, field sanitation equipment, and other commonly used equipment in agriculture and to operate tractors to mow, cultivate, spray weeds, and move bin trailers in the plantation. Raises/bonuses may be offered to workers at the company's sole discretion based on work performance, skill, and tenure. See Addendum C for Spanish Language. Ver Adendum C para Espanol.			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - B.6 Informacion Adicional sobre Cualificaciones/Requisitos
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Todo el trabajo realizado en campos agricolas al aire libre e implica la exposicion a la lluvia, el sol, el suelo, el barro, el polvo, el calor, el frio y otros elementos naturales. Los trabajadores deben venir preparados a la finca con ropa y calzado adecuados para las condiciones ambientales y de trabajo descritas. Plantaran, fertilizaran, eliminaran malezas, podaran arboles, mantendran plantaciones y recolectaran o cosecharan, germinaran semillas e injertaran arboles, contaran y empaquetaran productos agricolas. El trabajo implica la exposicion al suelo, las plantas, los insectos y los materiales vegetales, tales como, entre otros, pesticidas y fertilizantes. Aunque no es obligatorio, a los trabajadores con una licencia de conducir valida, a discrecion exclusiva del patrono, se les puede asignar la siguiente tarea: Conducir vehiculos para transportar cultivos, suministros, herramientas, equipos, combustible, materiales o trabajadores agricolas. Ademas, aunque no es necesario, los trabajadores tambien pueden ser asignados para operar y/o mantener equipos utilizados en la produccion agricola, el mantenimiento y la preparacion del campo, como tractores, equipos de riego, herramientas, equipos de saneamiento de campo y otros equipos de uso comun en la agricultura y para operar tractores para cortar, cultivar, rociar malezas y mover remolques de contenedores en la plantacion. Se pueden ofrecer aumentos/bonificaciones a los trabajadores a discrecion exclusiva de la compania en funcion del desempeno laboral, la habilidad y el cumplimiento.			

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 - B.6 Work Rules
3. Details of Material Term or Condition (up to 3,500 characters) * The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, will be considered grounds for disciplinary actions or immediate discharge, based on the gravity of the offense. Penalties for infractions may include write-ups, suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated violations, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, cell phone use and the maintenance of all property. 1. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals) and will be cause for immediate termination; workers will not show work under the influence of alcoholic beverages or illegal drugs; any such violation will be cause for immediate termination. 2. Illegal drugs will not be allowed on any of the employer's premises, including housing. Transporting alcohol or illegal drugs in employer vehicles is prohibited. Use or possession of illegal drugs, failing or refusing to take a drug test will be cause for immediate termination. Any drug test will be conducted after hire at employer's expense. 3. Any worker who verbally or physically threatens another worker, the employer, or any supervisor, with or without any tool or weapon, will be subject to immediate discharge. 4. Workers will be automatically discharged for fighting on the employer's premises, including housing, at any time. 5. Workers will be discharged if they steal from fellow workers or from the employer. 6. No firearms or any other weapons may be brought on the employer's premises by the worker at any time; doing so will result in immediate termination. 7. Workers may not post or remove any notices, signs, or other instructions or documents from the employer's bulletin boards or the employer's property without specific authority from the employer. 8. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately. Unsafe or negligent work behavior may be subject to write-ups, suspension or discharge. 9. Workers will not engage in horse play, scuffling, throwing things, wasting time, or loitering during work hours. Workers may not engage in bullying or at any time including verbal abuse, physical aggression, or sexual harassment; doing so will result in immediate termination. 10. Providing services to other farmers outside the scope of the H2A Visa will result in immediate contract termination.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - B.6 Reglas del Empleo
3. Details of Material Term or Condition (up to 3,500 characters) * Las siguientes normas de trabajo tienen como objetivo proporcionar orientacion a los trabajadores sobre los estandares de conducta y desempeno que el Patrono espera de ellos. La violacion de estas normas u otros requisitos legales relacionados con el trabajo, incluidos estos reglamentos laborales, se considerara motivo de acciones disciplinarias o despido inmediato, dependiendo de la gravedad de la infraccion. Las sanciones por incumplimientos pueden incluir amonestaciones escritas, suspension del trabajo sin sueldo por el resto del dia o hasta por tres dias, a juicio exclusivo del Patrono, segun la gravedad de la infraccion, el historial previo del trabajador y otros factores relevantes. Las infracciones graves, repetidas o agravadas pueden resultar en el despido inmediato. Se espera que los trabajadores cumplan con todas las normas relativas a la disciplina, asistencia, calidad y cantidad del trabajo, uso de telefonos celulares y mantenimiento de la propiedad. 1. El uso o la posesion de bebidas alcoholicas o drogas ilegales estan estrictamente prohibidos durante la jornada laboral o en cualquier momento del dia antes de completar el trabajo (por ejemplo, durante las comidas) y seran causa de despido inmediato; los trabajadores no deberan presentarse a trabajar bajo los efectos del alcohol o drogas ilegales; cualquier infraccion de este tipo sera motivo de despido inmediato. 2. No se permitiran drogas ilegales en ninguna de las instalaciones del patrono, incluida la vivienda. Esta prohibido transportar alcohol o drogas ilegales en los vehiculos de la empresa. El uso o la posesion de drogas ilegales, asi como negarse o no realizar una prueba de drogas, sera motivo de despido inmediato. Cualquier prueba de drogas se llevar a cabo despues de la contratacion a expensas del empleador. 3. Cualquier trabajador que amenace verbal o fisicamente a otro trabajador, al patrono o a cualquier supervisor, con o sin herramienta o arma, estara sujeto a despido inmediato. 4. Los trabajadores seran automaticamente despedidos por pelear en las instalaciones del patrono, incluidas las viviendas, en cualquier momento. 5. Se despedira a los trabajadores que roben a companeros de trabajo o al patrono. 6. No se permitira a los trabajadores traer armas de fuego u otras armas a las instalaciones del patrono en ningun momento; hacerlo resultara en despido inmediato. 7. Los trabajadores no podran publicar ni retirar avisos, carteles u otras instrucciones o documentos de los tabloncitos de anuncios del patrono ni de la propiedad del patrono sin autorizacion especifica. 8. Los trabajadores deben obedecer todas las normas de seguridad y practicas comunes de seguridad y deben informar de inmediato cualquier lesion o accidente a su supervisor o a la oficina del patrono. Las conductas laborales negligentes o inseguras pueden ser motivo de amonestaciones escritas, suspension o despido. 9. Los trabajadores no deberan participar en juegos bruscos, rinas, arrojar objetos, perder el tiempo o merodear durante las horas de trabajo. Los trabajadores no podran incurrir en acoso en ningun momento, incluidos el abuso verbal, la agresion fisica o el acoso sexual; hacerlo resultara en despido inmediato. 10. Prestar servicios a otros agricultores fuera del alcance del visado H2A resultara en la terminacion inmediata del contrato.			

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 - B.6 Housing Rules
3. Details of Material Term or Condition (up to 3,500 characters) * This temporary in-season group housing is provided for migrant agricultural workers who cannot commute daily from their usual residence. Workers must respect others' right to quiet enjoyment. To protect the employer, property, and workers' comfort and safety, housing rules apply. Violations may be subject to disciplinary actions such as write-up, suspension, or termination. Most violations will be subjected to progressive disciplinary actions, unless otherwise specified. 1.Workers assigned to bunk beds cannot separate or move them, as the free space in the rooms is necessary for all occupants. 2.Workers must make their beds and keep their personal belongings in their designated space. 3.Workers will not bring any other unauthorized person to the housing facility, under any circumstance; this violation will be considered a gross violation subject to immediate termination for cause. 4.Eating or storing food in the rooms is not allowed. 5.Avoid disturbing others' rest period with excessive noise or commotion. 6.Gatherings or parties are not allowed after 7:00 p.m. 7.Use garbage containers with lids provided and avoid littering. 8.Cooperate with the employer and other workers to keep the housing unit clean and in good condition. 9.Sweep the floors daily and mop them at least once a week. 10.Keep the surroundings of the housing unit clean and free of waste. 11.Keep common areas clean, clean up after using the kitchen, and never remove the batteries from smoke detectors. 12.Flush the toilet after each use, dispose of toilet paper in the trash can, and empty the trash can when it is full. 13.When soiling the toilet, clean all surfaces, including the top of the toilet, sink, and bathtub. 14.Wash, fold, and store your clothes. 15.Report any housing issues or potential non-compliance to the employer or designated supervisor as soon as detected. 16.Engaging in disruptive or harmful behavior, such as fighting, drunkenness, being impaired due to the use of illegal drugs, or harassment to co-workers and employer staff in the housing facility is prohibited and may result in immediate contract termination. 17.Any worker who verbally or physically threatens to harm another person, with or without tools or weapons, will be subject to immediate termination. 18.Carrying firearms or any other weapons on the housing premises is strictly prohibited, doing so will result in immediate termination. 19.The use of illegal drugs, excessive alcohol consumption, and smoking inside the apartment or on the housing balcony are strictly prohibited. 20.Not remove notices, signs, posters, bulletin boards, or other documents in the housing provided by the employer without authorization. 21.Workers must not intentionally damage or destroy any property in the housing provided by the employer or the property of other employees. 22.Workers are prohibited from removing equipment such as beds, refrigerators, stoves, fans, etc., or covering smoke detectors without the employer's authorization.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - B.6 Reglas de la Vivienda
3. Details of Material Term or Condition (up to 3,500 characters) * Este alojamiento temporal en temporada esta destinado a trabajadores agrícolas migrantes que no pueden desplazarse diariamente desde su residencia habitual. Los trabajadores deben respetar el derecho de los demás al disfrute tranquilo. Para proteger al patrono, la propiedad y la comodidad y seguridad de los trabajadores, se aplican normas de vivienda. Las infracciones pueden estar sujetas a medidas disciplinarias como amonestaciones por escrito, suspensión o terminación del contrato. La mayoría de las infracciones estarán sujetas a medidas disciplinarias progresivas, salvo que se especifique lo contrario. 1.Los trabajadores asignados a literas no pueden separarlas ni moverlas, ya que el espacio libre en las habitaciones es necesario para todos los ocupantes. 2.Los trabajadores deben hacer sus camas y mantener sus pertenencias personales en el espacio designado. 3.Los trabajadores no traeran a ninguna otra persona no autorizada a la instalacion de vivienda, bajo ninguna circunstancia; esta infraccion se considerara grave y sera motivo de despido inmediato por causa justificada. 4.No se permite comer ni almacenar alimentos en las habitaciones. 5.Evitar perturbar el periodo de descanso de los demás con ruido excesivo o alboroto. 6.No se permiten reuniones ni fiestas despues de las 7:00 p.m. 7.Utilizar los recipientes de basura con tapa proporcionados y evitar tirar basura fuera de ellos. 8.Cooperar con el patrono y los demás trabajadores para mantener la unidad de vivienda limpia y en buen estado. 9.Barrer los pisos diariamente y trapear al menos una vez por semana. 10.Mantener los alrededores de la unidad de vivienda limpios y libres de residuos. 11.Mantener limpias las areas comunes, limpiar despues de usar la cocina y nunca retirar las baterias de los detectores de humo. 12.Halar la cadena del inodoro despues de cada uso, desechar el papel higienico en el basurero y vaciar el basurero cuando este lleno. 13.Si ensucia el inodoro, limpiar todas las superficies, incluyendo la parte superior del inodoro, el lavabo y la banera. 14.Lavar, doblar y guardar la ropa. 15.Informar al patrono o supervisor designado cualquier problema de vivienda o posible incumplimiento tan pronto como se detecte. 16.Esta prohibido participar en conductas disruptivas o daninas, tales como peleas, embriaguez, estar bajo los efectos de drogas ilegales o acosar a companeros de trabajo y personal del patrono en la instalacion de vivienda. Esto puede resultar en la terminacion inmediata del contrato. 17.Cualquier trabajador que amenace verbal o fisicamente con danar a otra persona, con o sin herramientas o armas, estara sujeto a despido inmediato. 18.Esta estrictamente prohibido portar armas de fuego u otras armas en las instalaciones de vivienda; hacerlo resultara en despido inmediato. 19.El consumo de drogas ilegales, el consumo excesivo de alcohol y fumar dentro o en el balcon de la vivienda estan estrictamente prohibidos. 20.No retirar avisos, carteles, posters, tableros de anuncios u otros documentos colocados en la vivienda por el patrono sin autorizacion. 21.Los trabajadores no deben danar ni destruir intencionalmente ninguna propiedad de la vivienda proporcionada por el patrono ni la propiedad de otros empleados. 22.Esta prohibido retirar equipos como camas, refrigeradores, estufas, ventiladores, etc., o cubrir los detectores de humo sin la autorizacion del patrono.			

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 - D.10 Informacion adicional de la vivienda
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Casa de hormigon. Tiene dos (2) dormitorios. Uno (11' 8" x 8'6") y otro (10'2" x 8'10"). Tiene una sala de estar (6'5" x 8'5"), una cocina (8'5" x 8'6"), un bano (7'2" x 4'11") y una lavanderia (5'2" x 8'6"). Tiene dos salidas y estara completamente amueblado. Se colocara tele metalica "screens" en ventanas y puertas.			

l. Job Offer Information 12

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - E.1 Provisiones de comidas y transporte
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * -El patrono proporcionara instalaciones de cocina gratuitas y convenientes con utensilios, muebles y electrodomesticos, para que los trabajadores puedan preparar sus propias comidas. -El patrono proporcionara transporte gratuito, una vez a la semana, para garantizar el acceso de los trabajadores a tiendas de conveniencia o supermercados donde puedan comprar comestibles. -En caso de que las instalaciones de la cocina no esten disponibles, debido a eventos fortuitos, el empleador cobrara a los trabajadores por la provision de comidas; el cargo diario por trabajador sera de \$16.78.			

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 *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - F.1 Terms and Arrangements for Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The use of this transportation is voluntary, and workers are free to use their own method of transportation; no worker will be required to utilize the transportation offered by the employer. For workers eligible for housing benefit, the employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. Workers will be picked around 6:30 am at the living quarters and travel back is scheduled to start around 3:30 pm, or the time convened by workers who agree to work overtime. The employer-provided transportation to/from housing site(s), worksite(s), and weekly errands (e.g., groceries, banking services) will include one vehicle Ford F-150 (2004), with capacity for five (5) passengers. If the number of workers requiring transportation exceeds the number of seats in vehicle, employer will make multiple trips. Other vehicles may be added if deemed necessary. Vehicle(s) used will be determined by needs of the day. Sometimes, workers may walk from housing to worksite location due to proximity. Eligible workers that decline employer-provided housing are responsible for their own daily transportation to and from designated worksite. Employers provide, at no cost, incidental transportation between worksites. All employer-provided vehicles are properly inspected and insured. All drivers are properly licensed. See Addendum C for Spanish Language. Ver Adendum C para Espanol.			

n. Job Offer Information 14

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - F.1 Terminos y Arreglos para la Transportacion Diaria
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * El uso de este transporte es voluntario y los trabajadores son libres de usar su propio metodo de transporte; ningun trabajador estara obligado a utilizar el transporte ofrecido por el patrono. Para los trabajadores elegibles para el beneficio de vivienda, el patrono acepta proporcionar transporte entre la vivienda proporcionada o asegurada y el (los) lugar de trabajo del patrono sin costo para el trabajador. Los trabajadores seran recogidos alrededor de las 6:30 am en la vivienda y el viaje de regreso esta programado para comenzar alrededor de las 3:30 pm, o la hora convocada por los trabajadores que aceptan trabajar horas extras. El transporte proporcionado por el patrono hacia/desde la(s) vivienda(s), sitio(s) de trabajo(s) y mandados semanales (por ejemplo, comestibles, servicios bancarios) incluire un vehiculo Ford F-150 (2004) con capacidad para cinco (5) pasajeros. Si el numero de trabajadores que requieren transporte excede el numero de asientos en el vehiculo, el patrono realizara multiples viajes. Se pueden agregar otros vehiculos si se considera necesario. Los vehiculos utilizados estaran determinados por las necesidades del dia. A veces, los trabajadores pueden caminar desde la vivienda hasta la ubicacion del lugar de trabajo debido a la proximidad. Los trabajadores elegibles que rechacen la vivienda proporcionada por el patrono son responsables de su propio transporte diario hacia y desde el lugar de trabajo designado. El patrono proporcionara, sin costo alguno, transporte incidental entre los lugares de trabajo. Todos los vehiculos proporcionados por el patrono son inspeccionados y asegurados adecuadamente. Todos los conductores tienen la licencia vigente.			

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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 *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - F.1 Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers who participate in employer-provided transportation are required to follow the safe practice guidelines online below. These practices ensure the safety of the worker and other passengers. Transportation safety: a. No smoking. b. Do not attempt to change seats or stand while the vehicle is in motion. c. Do not distract or disturb the driver while the vehicle is in motion. d. Drivers will adhere to proper loading restrictions, so as not to exceed the weight capacity allowable for the company vehicles. e. No transport of alcoholic beverages. f. Always keep your head, hands, and arms inside the vehicle. g. Throwing objects inside or outside of the vehicle is not permitted. h. Always follow the driver's instructions. i. Always keep the aisle of the vehicle clear. j. Workers who drive passenger vehicles will be required to have a valid, up-to-date, driver's license. k. Drivers can report all employee violations of refusal to follow guidelines directly to the Farm Manager.			

p. Job Offer Information 16

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - F.1 Transportacion Diaria
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Los trabajadores que participan en el transporte proporcionado por el patrono deben seguir las pautas de practica segura que se describen a continuacion. Estas practicas garantizan la seguridad del trabajador y de otros pasajeros. Seguridad en el transporte: a. Prohibido fumar. b. No intente cambiar de asiento o pararse mientras el autobus esta en movimiento. c. No distraiga, ni moleste al conductor mientras el vehiculo esta en movimiento. d. Los conductores se adheriran a las restricciones de carga adecuadas, para no exceder la capacidad de peso permitida para los vehiculos de la compania. e. No transportar bebidas alcoholicas. f. Mantenga siempre la cabeza, las manos y los brazos dentro del vehiculo. g. No esta permitido lanzar objetos dentro o fuera del vehiculo. h. Siga siempre las instrucciones del conductor. i. Mantenga el pasillo del vehiculo despejado en todo momento. j. A los trabajadores que conduzcan vehiculos de pasajeros se les exigira una licencia de conducir valida y actualizada. k. Los conductores tienen la capacidad de reportar todas y cada una de las violaciones de los empleados de negarse a seguir las pautas directamente del encargado de la finca.			

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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 *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - F.2 Terms and arrangements for providing workers with transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * For those employees eligible to live in employer-provided housing (a non-local worker who cannot reasonably return to residence the same day), the employer will provide, at his cost, transportation from the place of recruitment to the place of employment, by using the most economical and reasonable common transportation for the distances involved or other transportation that complies with the incoming transportation of the Interstate Commerce Commission (ICC). The employer will buy in advance the flight tickets and will also advance related subsistence cost to be incurred during the travel or will reimburse any subsistence costs incurred during the travel on the first work week. Transportation costs in the place of origin from the employee's residence to and from the airport and the case of H-2A visa guests workers to and from the embassy will be advance or reimburse in the first work week. Upon completion of the work contract, the employer will buy the return flight tickets to the H-2A visa guest-workers to their country of origin and will provide, at his cost, transportation from the place of employment to the airport and will pay for the transportation to the employee's residence from the airport after arrival. See Addendum C for Spanish Language. Ver Adendum C para Espanol.			

r. Job Offer Information 18

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - F.2 Terminos y Arreglos para proveer transportacion a los trabajadores
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Para aquellos empleados elegibles para vivir en viviendas proporcionadas por el patrono (un trabajador no local que no puede regresar razonablemente a su residencia el mismo dia), el patrono proporcionara transporte desde el lugar de reclutamiento hasta el lugar de empleo por medio del transportista comun mas economico u otro transporte que se ajuste al transporte entrante de la Comision de Comercio Interestatal (ICC). El patrono comprara por adelantado los boletos de avion y tambien pagara por adelantado los gastos de subsistencia en que se incurra durante el viaje o reembolsar los gastos de subsistencia incurridos durante el viaje en la primera semana laboral. Los costos de transporte en el lugar de origen desde la residencia del empleado hacia y desde el aeropuerto y el caso de los trabajadores invitados con visa H-2A hacia y desde la embajada se adelantaran o reembolsaran en la primera semana laboral. Al finalizar el contrato de trabajo, el patrono comprara los boletos de avion de regreso a los trabajadores invitados con visa H-2A a su pais de origen y proporcionara, a su costo, transporte desde el lugar de trabajo hasta el aeropuerto y pagara el transporte a la residencia del empleado desde el aeropuerto despues de la llegada.			

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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 *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - F.2 Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will provide or pay for any overnight lodging required during the inbound transportation from the place of recruitment to the place of employment. Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were provided and/or paid by the employer. All employer-provided transportation will comply with applicable Federal, State, and Local regulations, 20 CFR 655.122(h)(4).			

t. Job Offer Information 20

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - F.2 Transportacion Ida/Vuelta
3. Details of Material Term or Condition (up to 3,500 characters) * El patrono proporcionara o pagara por cualquier alojamiento nocturno requerido durante el viaje desde el lugar de reclutamiento hasta el lugar de empleo. Los trabajadores que renuncien voluntariamente o sean despedidos por causa justificada antes de completar el 50% del periodo del contrato deberan reembolsar al patrono los montos totales de transporte y subsistencia que fueron proporcionados y / o pagados por el patrono. Todo el transporte proporcionado por el patrono cumplira con las regulaciones federales, estatales y locales aplicables, 20 CFR 655.122 (h) (4).			

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