



U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step Instructions)
Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

1) Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):
Mp Aquino Harvesting LLC
509 Peacock Road
Alma, GA 31510

2) Federal Employer Identification Number (FEIN) / Número federal de identificación del Empleador:
[REDACTED]

3) Telephone Number / Número de Teléfono:
(912) 501-5329

4) Fax Number / Número de Fax:
N/A

5) E-mail Address / Dirección de Correo Electrónico:
marthaaquino1065@yahoo.com

6) Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:
302 Quitma Allen Lane Alma, GA 31510
959 Mill Branch Road Alma, GA 31510
2556 Radio Station Road Alma, GA 31510

7) Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:
Sunset Motel
915 South Pierce Street
Alma, GA 31510
(912) 632-7290
Linda Hall
930 Peacock Road
Alma, GA 31510
(912) 282-7766

8) Description of Housing / Descripción de la vivienda:
Motel - 5 rooms for 15 People
2 Commercial Mobile Homes- 34 Workers

Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL	
4. SOC (O'NET/OES) Occupational Code / Código Industrial: 45-2092-02	5. Job Order No. / Num. de Orden de Empleo: 3075910581
a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworkers & Laborers	
6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): 148 A. Y. Int'l Blvd. # 450 Atlanta, GA 30303	
a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa): Agriculture Services 404-232-3500	
7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 1-24-2019	
8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 5-15-2019	
9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo: From / Desde: 03/15/2019 To / Hasta: 07/15/2019	
10. Number of Workers Requested / Número de Trabajadores Solicitados: 49	
11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: Sunday / Domingo 0 Thursday / Jueves 6 Monday / Lunes 5 Friday / Viernes 8 Tuesday / Martes 5 Saturday / Sábado 5 Wednesday / Miércoles 6	
12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: 8 AM - 4PM	
13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/>	

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Employer will provide free housing and convenient cooking kitchen facilities to workers living in the employer provided housing which will enable workers to prepare their own meals. Employer will also provide free transportation for the workers to and from laundry facility and food store once per week. Housing will meet, local, state and federal requirements. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. I assure you the homes meet local state and federal housing regulations.

El empleador proporcionara vivienda sin costo e instalaciones de cocina y convenientes gratis para los trabajadores viviendo en la vivienda proporcionada por el empleador las cuales permitan que los trabajadores preparen su propia comida. El empleador también proporcionara transportación gratis a todos los trabajadores a la lavandería y a la tienda de comida una vez por semana. Las viviendas cuenta con los permisos y requerimientos locales, estatales y federales. familiares no están disponibles y la provisión de vivienda familiar no es practica predominante en el área del empleo destinado.

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See Instructions for more details / Vea las instrucciones para más detalles.

All referrals are to be directed to MP Aquino Harvesting, LLC (912) 501-5329. Collect calls will NOT be accepted. Walk-in applications will be accepted for interview, office hours are Monday - Friday from 10:00am - 12:00pm and 1:00pm - 2:30pm. Because of prior problems with invalid social security numbers: all applicants should be advised that, after being hired, all workers social security will be verified by the social security administration. All local and intrastate applicants may apply direct to employer. All interstate applicants are encouraged but not required to first contact the Job Order holding office prior to contacting the employer for any updated information regarding the job prior referral. For referrals from beyond normal commuting distance, an application may be sent to employer or a telephone interview may be requested.

The employer will contact applicants who have applied by phone to conduct an interview. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job offer and should be available to work in any one of the listed activities at the discretion of the employer and workers must have transportation to the job site. Referred and walk-in applicants should bring with them original documentation of identity and employment eligibility documents (original documents only), sufficient to complete the I-9 Form. All workers from within normal commuting distance recruited against this job order will not be provided housing and transportation.

16. Job description and requirements / Descripción y requisitos del trabajo:

TO HARVEST, PICK, COUNT, PRUNE, PLANT, LOAD AND UNLOAD BLUEBERRIES. OTHER DUTIES MAY INCLUDE FIELD AND CAMP SANITATION, MAINTENANCE, LOADING AND UNLOADING, PULLING WEEDS AND PLASTIC. THIS WILL BE DONE UNDER EXTREME WEATHER CONDITIONS. HEAVY BENDING, STOOPING, AND LIFTING WILL BE INVOLVED ON A DAILY BASIS

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si No If yes, number of months preferred: / Si es así, numero de meses de experiencia: 2

2. Check all requirements that apply:

- Certification/License Requirements / Certificación/Licencia Requisitos
- Driver Requirements / Requisitos del conductor
- Employer Will Train / Empleador entrenará o adiestrará
- Extensive Sitting / Estar sentado largos ratos
- Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- Lifting requirement / Levantar o Cargar _____ lbs./libras
- Repetitive Movements / Movimientos repetitivos

- Criminal Background Check / Verificación de antecedentes penales
- Drug Screen / Detección de Drogas
- Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- Extensive Walking / Caminar por largos ratos
- Frequent Stopping / Inclinandose o agachándose con frecuencia
- OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Sí	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)				/ /
HARVEST BLUEBERRIES	\$ 11.13	\$ \$0.50 per lb		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly/Mensual
							<input type="checkbox"/>
							Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

EARNING RECORDS WILL BE MAINTAINED WITH ACCORDANCE 655-122 (J) THROUGH (M). THE EMPLOYER WILL FURNISH EACH WORKER AN EARNING STATEMENT ON OR BEFORE EACH PAY PERIOD MEETING THE REQUIRMENT AT 655.122(K)

Please note that if the worker is paid a piece rate for any of these activities, the worker will be guaranteed the pay rate that is the highest of the AEW, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment

Most of the jobs associated with this employment are paid by the piece rate, however, \$11.13 per hour or a higher prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the worker's total pay for the pay period from piece-rate earnings and hourly wages divided by his total hours worked during that pay period results in average hourly earnings of less than the guaranteed hourly rate, the worker will be provided build-up pay to guaranteed minimum hourly rate. Employees working under the piece rate system will be required to average not less than the state an federal minimum wage at the end of the first work week

19. Transportation Arrangements / Arreglos de Transportación

For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for cost incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. The daily subsistence while in travel will be no less than \$12.26 per day without receipts and up to \$61.00 per day with receipts as a maximum amount to be reimbursed. If worker completes the work contract period, the employer will 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, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's work-site to such subsequent employer's work-site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract, has agreed to pay for the worker's transportation and daily subsistence expenses from the employer's work-site to such subsequent employer work-site, the employer is not required to provide or pay for such expenses. For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters, and the employer's

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si No

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si No

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador? Yes/Si No

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si No

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

NONE

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

NONE

28. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/ No

27. Employer's Certification: This job 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. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Martha Patricia Aquino, Owner

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador


Employer's Signature / Firma y Título del Empleador

01-10-2019
Date / Fecha

READ CAREFULLY, in view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el número de la sección e incluya archivos adjuntos, si es necesario.

NONE

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The 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.

The employer agrees to expeditiously notify the OHO or State agency by telephone 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.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Martha Patricia Aquino Date: 01-10-2019

Employer's Signature

Martha Patricia Aquino

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

Request for Conditional Access to the Clearance System

To:

Local Job Service Office at: GEORGIA DEPARTMENT OF LABOR

Name of Employer: MP Aquino Harvesting, LLC

Location of Housing: 915 South Pierce Street Alma, GA 31510

930 Peacock Road Alma, GA 31510

I hereby request that my clearance job order(s) for agricultural workers be conditionally allowed into the intrastate/interstate clearance system in order that my clearance order can be transmitted to labor supply States in a timely manner for the recruitment of workers.

I confirm that my housing shown above followed applicable standards of the U.S. Department of Labor during the period of its use in N/A and that all corrective actions requested in that year were fully complied with. My housing is not now in complete compliance with U.S. Department of Labor regulations because of a period of non-use; however, I assure that such housing will be in full compliance with the requirements of the applicable housing standards by February 15, 2019 which is 30 days before the housing is to be occupied.

Employer Assurance

MP Aquino Harvesting, LLC with crops in the counties of Bacon in GEORGIA hereby agrees to comply by the regulations of 20 CFR 655.135 and 20 CFR 655.122 (H) assurances.

Signature

Martha Patricia Aguirre

Date:

01-10-2019

WORK RULES

The following rules are intended to provide standards of conduct expected of workers employed under this contract. Violations of these rules or other lawful, job-related employer requirements will be considered grounds for termination. In cases of less serious violations, penalties such as suspension without pay for up to three (3) days will be imposed. Workers are expected to comply with ALL rules related to discipline, attendance, work quality/quantity and the care/maintenance of all property.

1. The employee is responsible for a good daily performance of assigned activities including quality and handling of the product and the quantities required per hour or day (under the contract). Workers who perform fraudulent/sloppy work, will be suspended without pay for the remainder of the workday or up to three (3) days based on the supervisor's consideration of the degree of infraction, the worker's prior record, and other relevant factors. Subsequent offenses may result in termination/discharge.
2. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used nor kept on the employer's premises.
3. Excessive absences or tardiness will not be permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period.
4. Workers living in employer provided housing that are assigned bunk beds may not separate nor move bunk beds.
5. Workers living in employer-provided housing may not cook in sleeping rooms or any other non-kitchen areas.
6. Workers may not repeatedly drop paper, cans, bottles or other trash in fields, packinghouses or housing areas. Trash and waste receptacles must be used.
7. Except for the worker's assigned housing and/or work area/field, workers may not enter employer's premises without authorization by the person in charge.
8. Except for the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work.
9. Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer.
10. Workers may not abuse/extend break periods which may be provided or take unauthorized breaks from work.
11. Workers may not deliberately restrict production.
12. Workers may not engage in horseplay, scuffling, throwing things, wasting time or loitering during work hours. Workers may be discharged for fighting on the employer's premises at any time.
13. Workers may not post nor remove any notices, signs or other instructions from the employer's property.
14. Workers may be discharged if they steal from fellow workers or from the employer.
15. Workers may not falsify personnel, medical, production or other work-related records.
16. Workers may not willfully abuse or destroy any machinery, equipment, tools or other property belonging to the employer or other employees.

17. Workers may not interrupt other workers rest/sleep periods by excessive or unnecessary noise or commotion. Shall respect the schedules for the bedrooms to rest and refrain from making noise, music, loud talking, singing, etc.
18. Repeated failure to follow instructions, obey safety requirements, and equipment and vehicle operation instructions may result in termination.
19. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to picking standards, or rough handling of produce may be terminated.
20. Any worker who refuses to attend work for 5 consecutive working days without a proper excuse (e.g. illness, death in the family) may be terminated.
21. The employee shall not take, consume or sell intoxicating liquor or any drug in their work areas and bedrooms.
22. By handling the product requirements and standards of health smoking during work hours is not allowed, only during the mandatory breaks out of your work area.
24. The employee shall respect and follow the instructions of your supervisor or group leader at all times during the work day.
25. Not allowed to carry weapons of any kind (knives, gun, etc.) nor work areas or bedrooms if it happens, will be reported immediately to the authorities.
26. The employee working abroad with temporary work permit, all laws of that country apply to all employees with H2A visa. In case of breaking the laws of that country will be exposed to be arrested and probably deported depending on the case.
27. The verbal abuse and sexual harassment either of Supervisors, Group Leaders or between employees is not allowed and corrective measures will be carried out in case a situation of this type is reported. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct that creates an intimidating, hostile or offensive work environment.
28. The employee agrees to obey all safety rules and requirements based on accident prevention employer.
29. In case of accident (fall, cut, hit, etc. ...) The employee is responsible for immediately inform your supervisor or team leader.
30. If your function requires, the employee must only operate equipment, machinery or tools, for which he has received training and authorization.
31. The employee will purchase their own work boots.
32. The employee will receive payment for their work fortnightly. Once delivered, is fully responsible for the care of that economic resource. The company is not liable for the total or partial loss of such remuneration. Any employee who is detected and found responsible for stealing or taking property for private gain some others (money, equipment, etc.) shall be liable to be discharged or be reported to the authorities depending on the case.
33. The employee's salary will be paid per piece and production. Necessary when working hourly wages of \$10.62
34. If the employee for family, personal, etc. issues. and unrelated to the agreements of the contract you choose or need to return to their country of origin and to terminate your contract before the end of this, the employer will end

your work permit and cancellation of his visa, and in addition the company is not responsible for the costs of return transportation, you will be taken to the nearest bus station and the employee will be responsible for payment of your return ticket

35. The employee is required to notify the employer of any disease suffered in order that if it does not hinder the activity performed the necessary measures to provide that if a situation related to your condition is present for it is positioned to assist in a proper way.

36. The applicant states that the employee is not injured waist, back or hip. Presenting disorders related to the above described, will preclude the employee's work by the characteristics of the crop characteristics. The company is not responsible for any consequences that may suffer if the employee provides false information in relation to this point.

37. Personal cleaning items such as bath soap, shampoo, razors, etc. will be purchased by the same employee.

38. The utensils needed to prepare food that will consume the employee will be purchased by the employer.

39. Sundays are the days destined to lead the employees to buy food to stock the pantry and washing your clothes in case you do not have a washer and dryer on the ranch and is the same employee who pays for this service including materials cleaning required as laundry soap, fabric softener, etc.

40. No visits of any kind allowed in the workplace or in the bedrooms (family, friends, prostitutes, etc.).

41. shall always respect the ranches facilities, dormitories, dining, trucks, etc., everything that is not property. Do not allow paint or damage.

42. NO cell phone in the field while in their working hours.

43. It is forbidden to chew gum in the field.

44. They carry out random inspections to check the belongings and bedrooms without notice.

45. THE COMPANY MAKES NO REPRESENTATIONS OR OMISSIONS ARISING FROM A WORKER OF RULES. THIS CAUSES DAMAGE TO YOU, A THIRD PARTY AND/ OR PROPERTY.

46. FAILURE TO COMPLY WITH ANY OF THE ITEMS DESCRIBED BEFORE WILL BE CONSIDERED IMMEDIATE CAUSE FOR TERMINATION AND EMPLOYER WILL REPORT TO, DEPARTMENT OF IMMIGRATION FOR YOUR VISA CANCELLATION AND RETURN TO ITS LOCATION. SAME EMPLOYEE WILL PAY COSTS OF TRANSPORTATION AND MAY NOT BE CONSIDERED FOR SUBSEQUENT CONTRACTS.

FAILURE TO COMPLY WITH THE ABOVE WORK RULES MAY RESULT IN TERMINATION/DISCHARGE. IF YOU DO NOT UNDERSTAND ANY OF THE ABOVE RULES, ASK YOUR EMPLOYER FOR AN EXPLANATION.

REGLAS DE TRABAJO

Las siguientes reglas están destinadas a proporcionar estándares de conducta esperados de los trabajadores empleados bajo este contrato. Las violaciones de estas reglas u otros requisitos legales del empleador relacionados con el trabajo se considerarán motivos para la terminación. En los casos de violaciones menos graves, se impondrán sanciones como la suspensión sin pago por hasta tres (3) días. Se espera que los trabajadores cumplan con **TODAS** las reglas relacionadas con la disciplina, la asistencia, la calidad / cantidad del trabajo y el cuidado / mantenimiento de todas las propiedades.

1. El empleado es responsable de un buen desempeño diario de las actividades asignadas, incluida la calidad y el manejo del producto y las cantidades requeridas por hora o por día (según el contrato). Los trabajadores que realizan trabajos fraudulentos o descuidados serán suspendidos sin pago por el resto del día laboral o hasta tres (3) días según la consideración del supervisor del grado de infracción, el historial anterior del trabajador y otros factores relevantes. Ofensas subsecuentes pueden resultar en la terminación / descarga.
2. No se permite el uso o la posesión de alcohol o drogas ilegales durante el horario de trabajo o durante cualquier día de trabajo o antes de que se complete el trabajo para ese día (como durante las comidas o los períodos de descanso). Los trabajadores no pueden presentarse a trabajar bajo los efectos del alcohol o las drogas ilegales. Las drogas ilegales no se pueden usar ni guardar en las instalaciones del empleador.
3. Ausencias excesivas o tardanzas no serán permitidas. La ausencia excesiva se define como tres días consecutivos de ausencia injustificada o cinco ausencias injustificadas dentro de un período de 30 días.
4. Los trabajadores que viven en viviendas proporcionadas por el empleador a los que se asignan literas no pueden separar ni mover las literas.
5. Los trabajadores que viven en viviendas proporcionadas por el empleador no pueden cocinar en dormitorios o en otras áreas que no sean de cocina.
6. Los trabajadores no pueden tirar repetidas veces papel, latas, botellas u otra basura en los campos, empacadoras o áreas de vivienda. Se deben usar receptáculos de basura y dasechos.
7. Excepto por la vivienda asignada y / o el área / campo de trabajo del trabajador, los trabajadores no pueden ingresar a las instalaciones del empleador sin la autorización de la persona a cargo.
8. Excepto por la vivienda asignada por el trabajador, los trabajadores no pueden ingresar a las instalaciones del empleador en horarios que no sean las horas que el empleado debe trabajar.
9. Los trabajadores no pueden comenzar a trabajar antes de la hora programada de inicio o continuar trabajando después de la hora de descanso a menos que lo autorice el empleador.
10. Los trabajadores no pueden abusar / extender los períodos de descanso que pueden proporcionarse o tomar descansos no autorizados del trabajo.
11. Los trabajadores no pueden restringir deliberadamente la producción.

12. Los trabajadores no pueden participar en payasadas, peleas, arrojar cosas, perder el tiempo o merodear durante las horas de trabajo. Los trabajadores pueden ser despedidos por pelear en las instalaciones del empleador en cualquier momento.
13. Los trabajadores no pueden publicar ni eliminar ningún aviso, señal u otra instrucción de la propiedad del empleador.
14. Los trabajadores pueden ser despedidos si roban a sus compañeros de trabajo o al empleador.
15. Los trabajadores no pueden falsificar personal, médicos, producción u otra
16. Los trabajadores no pueden abusar ni destruir deliberadamente ninguna maquinaria, equipo, herramienta u otra propiedad que pertenezca al empleador u otros empleados.
17. Los trabajadores no pueden interrumpir los periodos de descanso / sueño de otros trabajadores por ruido excesivo o innecesario o por conmoción. Respetarán los horarios de las habitaciones para descansar y abstenerse de hacer ruido, música, hablar en voz alta, cantar, etc.
18. El incumplimiento reiterado de las instrucciones, obedecer los requisitos de seguridad y las instrucciones de operación del equipo y del vehículo pueden dar lugar a la terminación.
19. Cualquier trabajador que impida repetidamente el progreso del grupo por tardanza, abandono anticipado, cumplimiento poco estricto de los estándares de selección, o manejo rudo de productos puede ser terminado.
20. Cualquier trabajador que se rehúse a asistir al trabajo durante 5 días hábiles consecutivos sin una excusa adecuada (por ejemplo, enfermedad, muerte en la familia) puede ser cancelado.
21. El empleado no debe tomar, consumir o vender licor embriagante o cualquier droga en sus áreas de trabajo y dormitorios.
22. Al manejar los requisitos del producto y las normas de salud, fumar durante las horas de trabajo no está permitido, solo durante los descansos obligatorios fuera de su área de trabajo.
24. El empleado deberá respetar y seguir las instrucciones de su supervisor o líder del grupo en todo momento durante el día de trabajo
25. No se permite el porte de armas de ningún tipo (cuchillos, pistolas, etc.) ni áreas de trabajo o dormitorios, si sucede, serán informado inmediatamente a las autoridades.
26. El empleado que trabaja en el extranjero con permiso de trabajo temporal, todas las leyes de ese país se aplican a todos los empleados con visa H2A. En caso de incumplimiento de las leyes de ese país se expondrá a ser arrestado y probablemente deportado según el caso.
27. El abuso verbal y el acoso sexual de Supervisores, Líderes de Grupo o entre empleados no es las medidas permitidas y correctivas se llevarán a cabo en caso de que se reporte una situación de este tipo. El acoso sexual es definido como avances sexuales no deseados, solicitudes de favores sexuales y otra conducta verbal o física que crea un ambiente de trabajo intimidante, hostil u ofensivo.
28. El empleado acepta obedecer todas las reglas y requisitos de seguridad basados en el empleador de prevención de accidentes.
29. En caso de accidente (caída, corte, golpe, etc.) El empleado es responsable de informar inmediatamente a su supervisor o al líder del equipo.
30. Si su función lo requiere, el empleado solo debe operar equipos, maquinaria o herramientas, para lo cual tiene recibido capacitación y autorización.

31. El empleado comprará sus propias botas de trabajo.

32. El empleado recibirá el pago de su trabajo quincenalmente. Una vez entregado, es completamente responsable del cuidado de ese recurso económico. La compañía no es responsable de la pérdida total o parcial de dicha remuneración. Cualquier empleado a quien se detecta y se le encuentra responsable de robar o tomar propiedad para obtener otros (dinero, equipo, etc.) pueden ser dados de alta o ser informados a las autoridades según el caso.

33. El salario del empleado se pagará por pieza y producción. Necesario cuando se trabaja en salarios por hora de \$10.62

34. Si el empleado tiene problemas familiares, personales, etc. y no relacionado con los acuerdos del contrato que elija o necesita regresar a su país de origen y rescindir su contrato antes de que finalice, el empleador terminará su permiso de trabajo y la cancelación de su visa, y además la compañía no es responsable de los costos de devolución transporte, lo llevarán a la estación de autobuses más cercana y el empleado será responsable del pago de su boleto de regreso

35. Se requiere que el empleado notifique al empleador de cualquier enfermedad sufrida para que, si no obstaculice la actividad realizó las medidas necesarias para proporcionar que, si una situación relacionada con su condición está presente porque es posicionado para ayudar de una manera adecuada.

36. El solicitante declara que el empleado no se lesionó la cintura, la espalda o la cadera. Presentando trastornos relacionados con lo anterior descrito, impedirá el trabajo del empleado por las características de las características del cultivo. La compañía no es responsable de las consecuencias que puedan sufrir si el empleado proporciona información falsa en relación con este punto.

37. El mismo empleado comprará artículos de limpieza personal tales como jabón de baño, champú, navajas de afeitarse, etc.

38. Los utensilios necesarios para preparar los alimentos que consumirán al empleado serán comprados por el empleador.

39. Los domingos son los días destinados a guiar a los empleados a comprar alimentos para almacenar la despensa y lavar su ropa en si no tiene lavadora y secadora en el rancho, es el mismo empleado que paga por este servicio, incluido Se requiere limpieza de materiales como jabón para la ropa, suavizante de telas, etc.

40. No se permiten visitas de ningún tipo en el lugar de trabajo ni en las habitaciones (familia, amigos, prostitutas, etc.).

41. respetará siempre las instalaciones de los ranchos, los dormitorios, las comedas, los camiones, etc., todo lo que no sea propiedad. No haga permitir pintura o daño

42. NINGÚN teléfono celular en el campo mientras está en su horario de trabajo.

43. Está prohibido masticar chicle en el campo.

44. Llevan a cabo inspecciones aleatorias para verificar las pertenencias y las habitaciones sin previo aviso.

45. LA COMPAÑÍA NO HACE NINGUNA REPRESENTACIÓN O OMISIÓN QUE SURJA DE UN TRABAJADOR DE REGLAS. ESTO CAUSA DAÑO A USTED, UN TERCERO Y / O PROPIEDAD.

32. EL INCUMPLIMIENTO DE CUALQUIERA DE LOS ARTÍCULOS DESCRITOS ANTES SE CONSIDERARÁ CAUSA INMEDIATA DE CANCELACIÓN Y EL EMPLEADOR SE INFORMARÁ AL DEPARTAMENTO DE INMIGRACIÓN PARA LA CANCELACIÓN DE SU VISA Y REGRESA A SU UBICACIÓN. EL MISMO EMPLEADO PAGARÁ LOS COSTES DEL TRANSPORTE Y NO PODRÁ CONSIDERARSE PARA CONTRATOS POSTERIORES.

EL INCUMPLIMIENTO DE LAS REGLAS DE TRABAJO ANTERIORES PUEDE RESULTAR EN LA TERMINACIÓN / DESCARGA. SI NO ENTIENDE CUALQUIERA DE LAS REGLAS ANTERIORES, PIDA A SU EMPLEADOR UNA EXPLICACIÓN.



GEORGIA DEPARTMENT OF LABOR

148 ANDREW YOUNG INTERNATIONAL BLVD., NE • ATLANTA, GEORGIA 30303-1751

MARK BUTLER
COMMISSIONER

January 24, 2019

Ms. Maria Patricio
H2-A Agent
1931 GA Hwy 32 East
Douglas, GA 31533

NOTICE OF ACCEPTANCE OF JOB ORDER

Sent via: E-mail

No. of Job Openings: 49
Occupation: Farm Workers and Laborers
Period of Employment: 03-15-19 through 07-15-19
Case Reference Number: 3075910581

Regarding: MP Aquino Harvesting, LLC

Dear Ms. Maria Patricio

Your *Agricultural and Food Processing Clearance Order*, Form ETA 790 and attachments, filed in connection with an application seeking temporary labor certification under the H-2A temporary agricultural program has been accepted. The application is timely, contains all the material terms and conditions of employment governed by 20 Code of Federal Regulations (CFR) 653, Subpart F, and adheres to the contents of the job order specified at 20 CFR 655.122.

In accordance with 20 CFR 655.121(d), the job order has been filed timely and has been/will be placed on this office's active file to initiate intrastate recruitment of U.S. workers. The job order will be managed on your behalf by this office until the end of the recruitment period, which shall end when 50 percent of the work contract has elapsed, which is **(May 15, 2019)**. Additionally, the job order will direct applicants to apply for the job opportunity at the nearest local office of this Agency prior to referring the applicant to the employer.

Upon receipt of this notice, you must:

1. Cooperate with this office by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until the expiration date of the job order (**May 15, 2019**).
2. Submit a completed ETA Form 9142 and Appendix A.2, a copy of the accepted ETA Form 790 and all attachments, and all other required documentation to the Chicago National Processing Center no less than 45 calendar days before the start date of need to the following address:

U.S. Department of Labor
Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
536 South Clark Street, 9th Floor
Chicago, IL 60605-1509
Attention: H-2A Program Unit

Please note that this acceptance is subject to the review and acceptance of the Chicago National Processing Center. You may be required to subsequently modify your job order if the Certifying Officer determines that it fails to meet one or more of the regulatory requirements.

Pursuant to the regulations at 20 CFR 655.120(b), if the prevailing hourly wage or piece rate is adjusted during a work contract and is higher than the highest of the AEW, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed, the employer must pay that higher prevailing wage or piece rate. To determine if a prevailing hourly wage or piece rate has been adjusted for the crop activity or occupation identified in your Application for Temporary Employment Certification, the Department strongly encourages you to visit the Department of Labor's Agricultural On-Line Wage Library (AOWL) at <http://www.foreignlaborcert.doleta.gov/aowl/cfm>.

Please find attached a copy of the approved job order with a date of receipt and items #4 through #8 completed on the ETA Form 790. This office will schedule an inspection of the housing identified on the ETA Form 790 to determine whether housing has sufficient capacity and meets the applicable standards.

Important Notice: Pursuant to 20 CFR 653.503(a), if a worker is placed on a clearance order, the SWA must notify the employer in writing that the SWA, through its ES offices, and/or Federal staff, must conduct random, unannounced field checks to determine and document whether wages, hours, and working and housing conditions are being provided as specified in the clearance order. This notice satisfies the requirement at 20 CFR 653.503(a).

Pursuant to 20 CFR 653.503 (a) (5) the Georgia Department of Labor (GDOL) has the responsibility to verify that an individual(s) has been placed on an agricultural clearance order. Placement results are requested by the GDOL within 10 business days of receiving a GDOL Job Posting Letter and Results Report.

GDOL Agricultural Representative

Enclosures: GDOL Notice of Acceptance