



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

A. Job Offer Information

1. Job Title * Farm Workers and Laborers								
2. Workers Needed *		a. Total		b. H-2A		Period of Intended Employment		
		85		85				
3. Begin Date * 1/17/2022						4. End Date * 10/14/2022		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week *							7. Hourly work schedule * a. <u>8</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM b. <u>3</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
35		a. Total Hours		6		c. Monday		6
0		b. Sunday		6		d. Tuesday		6
						e. Wednesday	6	
						f. Thursday	5	
						g. Friday		
						h. Saturday		
Temporary Agricultural Services and Wage Offer Information								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$		
\$ <u>11</u> <u>81</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>00</u> <u>80</u>		Bale		
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>40</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (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			

C. Place of Employment Information

1. Address/Location *			
324 Howard Brannen Road			
2. City *	3. State *	4. Postal Code *	5. County *
Baxley	Georgia	31513	Appling
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
See Addendum C			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
324 Howard Brannen Road			
2. City *	3. State *	4. Postal Code *	5. County *
Baxley	Georgia	31513	Appling
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Barrack Type Housing		4	89
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
Four barrack style houses with 89 individual beds with linens, individual lockers for personal belongings, separate kitchen with stoves, ovens and refrigerators. Separate bathrooms with showers.			
Cuatro casas estilo barraca con 89 camas individuales con sábanas, lockers individuales para artículos personales, cocina independiente con estufas, hornos y refrigeradores. Baños separados con duchas.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



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E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)
Employer will provide free housing and free 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 food store and laundry facility once per week.

El empleador proporcionará alojamiento gratuito e instalaciones gratuitas convenientes para cocinar a los trabajadores que viven en la vivienda proporcionada por el empleador, lo que permitirá a los trabajadores preparar sus propias comidas. El empleador también proporcionará transporte gratuito para los trabajadores hacia y desde la tienda de alimentos, y la lavandería una vez por semana.

2. If meals are provided, the employer: *

☒ **WILL NOT** charge workers for such meals.

☐ **WILL** charge workers for such meals at \$ ____ . ____ per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement 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

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

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

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than \$ 13 . 17 per day *

b. no more than \$ 55 . 00 per day with receipts



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G. Referral and Hiring Instructions

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

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

Applicants will be accepted from all sources. Only applicants that meet all the qualifications on the job order should be referred by the SWA including availability to work the whole contract, work in inclement weather (rain, heat, cold). In the event the employer receives phone calls or walk-in applicants, employer will inform them of the requirements and will consider workers based on employer's qualifications. The employer will provide each worker with a copy of the ETA 790/ETA 790A including any approved modification, in English and Spanish, as required in CFR 655.122(q). Applicants can call Nunez Pine Straw, Inc. at (912) 367-7040, Monday thru Friday 9:00am to 2:00pm or email at office@nunezpinestraw.com to the attention of Juan Cortes.

Se aceptarn solicitantes de todas las fuentes. Solo los solicitantes que cumplan con todas las calificaciones en la orden de trabajo deben ser referidos por la SWA, incluida la disponibilidad para trabajar todo el contrato, trabajar en condiciones climáticas adversas (lluvia, calor, frío). En el caso de que el empleador reciba llamadas telefónicas o solicitantes sin cita previa, el empleador les informará de los requisitos y considerará a los trabajadores según las calificaciones del empleador. El empleador proporcionará a cada trabajador una copia de la ETA 790 / ETA 790A, incluida cualquier modificación aprobada, en Inglés y Español, como se requiere en CFR 655.122 (q). Los solicitantes pueden llamar a Nunez Pine Straw, Inc. al (912) 367-7040, de lunes a viernes de 9:00 am a 2:00 pm o enviar un correo electrónico a office@nunezpinestraw.com a la atención de Juan Cortes.

2. Telephone Number to Apply *

+1 (912) 367-7040

3. Email Address to Apply *

office@nunezpinestraw.com

4. 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:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for 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, 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 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, 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 housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
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).

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 has come to work for the employer, whether in the U.S. or abroad to the place of employment. 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 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).



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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 worksite to such subsequent employer's worksite, 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 worksite to such subsequent employer's worksite, 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 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 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 worksite(s) 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 500.105 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).

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. 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).



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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), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate 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 hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.
- If the worker is paid on a piece rate basis and at the end of the pay period 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 of pay, 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 assures 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, 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 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 if the worker fails to show up for work at the regularly scheduled time and place 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 U.S. 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 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 worksite 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 worksite to the subsequent employer's worksite. 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, 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 required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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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 date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail 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 date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original 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 date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and 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 *	2. First (given) name *	3. Middle initial \$
Cortes	Juan	
4. Title *		
President		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		12/8/2021

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs 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 ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement (1205-0466)

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
NUNEZ PINE STRAW INC	324 Howard Brannen Rd. Baxley, Georgia 31513 APPLING	231 West Hancock St, Milledgeville, GA 31061	1/17/2022	10/14/2022	85
NUNEZ PINE STRAW INC	324 Howard Brannen Rd. Baxley, Georgia 31513 APPLING	Hwy 29, Soperton, GA 30457	1/17/2022	10/14/2022	85
NUNEZ PINE STRAW INC	324 Howard Brannen Rd. Baxley, Georgia 31513 APPLING	Sears Tract, Alamo, GA 30411	1/17/2022	10/14/2022	85
NUNEZ PINE STRAW INC	324 Howard Brannen Rd. Baxley, Georgia 31513 APPLING	Hwy 144, Glennville, GA 30427	1/17/2022	10/14/2022	85
NUNEZ PINE STRAW INC	324 Howard Brannen Rd. Baxley, Georgia 31513 APPLING	75 Green Island Rd, Savannah, GA 31411	1/17/2022	10/14/2022	85
NUNEZ PINE STRAW INC	324 Howard Brannen Rd. Baxley, Georgia 31513 APPLING	Mikell Lake Rd, Screven, GA 31560	1/17/2022	10/14/2022	85
NUNEZ PINE STRAW INC	324 Howard Brannen Rd. Baxley, Georgia 31513 APPLING	Oakhill Rd, Blackshear, GA 31516	1/17/2022	10/14/2022	85



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *	<p>Nunez Pine Straw, Inc. requires 85 temporary farm workers from 01/17/2022 to 10/14/2022, available for the whole period. Wages will be \$0.80/bale with an \$11.81/hour minimum wage guarantee; 35 hours a week. Workers will be manually cleaning fields by removing and burning stumps, lay irrigation pipes, pulling weeds, and gathering pine straw mulch for field maintenance by raking, baling, stacking, grading, sorting, dispersing, tying, packing, cleaning, and weeding. The workers will pick up trash, clean, sweep, mop, weed, take out trash, and other farm duties as assigned. May drive truck or van over the road. Though not a hiring requirement, if a worker drives a company vehicle during the period of employment, then at the time of operating the company vehicle the driver must possess a valid driver's license issued by a U.S. state or foreign equivalent and operate the company vehicle in accordance with the license restrictions and vehicle classifications applicable to that license. Workers may lift and carry up to 40 lbs. Work is in inclement weather conditions including extremely hot, humid, cold, and/or rainy weather, with prolonged walking over uneven ground in dusty or muddy conditions, bending and reaching. Workers must take care to handle tools, equipment and product in a manner to avoid injury or damage. Employer, in its discretion, may offer a higher wage rate or bonus to a worker employed under this job order due to work performance, skill or tenure. Three months of verifiable experience working in field work. 3/4 of work guarantee. Tools, safety supplies and pre-cut twine are provided by employer at no cost. Must show proof of legal authority to work in USA. Must be 18 years old.</p> <p>Nunez Pine Straw, Inc. requiere de 85 trabajadores agrícolas temporales de 01/17/2022 a 10/14/2022 disponible para todo el periodo. Pago es de \$0.80/paca con una garanta de salario mínimo de \$11.81/hora; 35 horas a la semana. Los trabajadores limpian files de campo, recogerán y quemaran troncos, acomodan pipas de irrigación, recolectan anualmente paja de pino para los mantenimientos del campo, rastrillando, empacando, apilando, clasificando, dispersando, atando, empacando, limpiando, quitando las malezas. Los trabajadores recogerán la basura, limpiarán, barrerán, trapearán, quitarán la maleza, sacarán la basura y realizarán otras tareas agrícolas según lo asignado. Puede conducir un camión o camioneta por la carretera. Aunque no es un requisito de contratación. Si un trabajador conduce un vehículo de la empresa durante el período de empleo, al momento de operar el vehículo de la empresa, el conductor debe poseer una licencia de conducir válida emitida por un estado de los EE. UU. O equivalente en el extranjero y operar el vehículo de la empresa de acuerdo con las restricciones de la licencia y clasificaciones de vehículos aplicables a esa licencia. Los trabajadores pueden levantar y transportar hasta 40 libras. El trabajo se realiza en condiciones climáticas adversas que incluyen clima extremadamente caluroso, húmedo, frío y / o lluvioso, con caminatas prolongadas sobre terrenos irregulares en condiciones de polvo o lodo, doblando y estirando. Los trabajadores deben tener cuidado de manipular las herramientas, el equipo y el producto de manera que se eviten lesiones o daños. El empleador, a su discrecion, puede ofrecer una tasa salarial más alta o un bono a un trabajador empleado bajo esta orden de trabajo debido a su desempeño laboral, habilidad o tenencia. Se requieren tres meses de experiencia comprobable en el trabajo de campo. 3/4 del empleo son garantizados. Las herramientas, e equipo de salud y el hilo pre-cortado son proporcionadas por el empleador sin costo alguno. Debe mostrar prueba de autoridad legal para trabajar en EE.UU. Debe tener 18 años.</p>		

b. Job Offer Information 2

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>) *	<p>The employer will make the following deductions from the worker's wages: FICA, Medicare and income taxes as required by law. At the first week of employment, cash advances will be offered to workers and will be payroll deducted at a rate of \$25.00 per week until the advance is paid back. The hourly rate of \$11.81 will be guaranteed before taking any payroll deductions.</p> <p>La primera semana de trabajo los adelantos en efectivo se ofrecerán a los trabajadores y se deducirán de la nómina a una tasa de \$25.00 por semana hasta que se devuelva el anticipo. La tarifa por hora de \$11.81 estará garantizada antes de cualquier deducciones de nómina.</p>		



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Outdoors, exposed to weather, occasionally in extreme heat or cold; requires physical stamina, must lift/carry 40 lbs. Extensive bending/stooping/walking/and heavy lifting. Must be authorized to work in the U.S. Drug testing will be conducted upon accident at employer's expense. In the event that the employee refuses or fails testing, immediate termination of employment will follow.</p> <p>Al aire libre, expuesto al clima, ocasionalmente en extremos de calor o fro; requiere resistencia fsica, debe levantar/transportar 40 libras. Flexin extensa/agacharse/caminar/y levantar objetos pesados. Debe estar autorizado para trabajar en los EE. UU. Las pruebas de drogas se llevarn a cabo en caso de accidente a expensas del empleador. En el caso de que el empleado se niegue a las pruebas, se producir la terminacin inmediata del empleo.</p>			

d. Job Offer Information 4

1. Section/Item Number *	C.6	2. Name of Section or Category of Material Term or Condition *	Additional Place of Employment Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer owns/controls all work sites: 443 Beaver Kreek Rd, Douglas, GA 31533 1832 Y Fussell Rd, Ambrose, GA 31512 533 Burketts Ferry Rd, Hazlehurst, GA 31539 206 Hwy 86, Lyons, GA 30436 4085 Oak Park Hwy, Lyons, GA 30436 309 Lee Williamson Rd, Lyons, GA 30436 637 William Mosley Rd, Reidsville, GA 30421 Old Collins Hwy, Reidsville, GA 30421 Ten Mile Rd, Baxley, GA 31513 Short Cut Rd, Alma, GA 31510 Ronnie Loop Rd, Jesup, GA 31545 Heritage Pkwy, Baxley, GA 31513 Raybon Rd W, Hoboken, GA 31542</p>			

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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 - Terminations- English
3. Details of Material Term or Condition (up to 3,500 characters) * The employer may terminate the worker with notification to the appropriate State and Federal agencies if the worker: (a) refuses, without justified cause, to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) hinders another worker's productivity; (d) malingers or otherwise refuses, without justified cause, to perform as directed the work for which the worker was recruited and hired; (e) provides other lawful job-related reason(s) for termination of employment; (f) abandons employment; (g) fails to meet applicable production standards when production standards are applicable; (h) falsifies identification, personnel, medical, production, or other work-related records; (i) fails or refuses to take an alcohol or drug test; (j) employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes will impair the safety and/or living conditions of other workers; (k) commits an act or acts of insubordination, including the failure to regard employer's authority; (l) lies or provides a false statement to the employer; (m) collects any money or other thing(s) of value from prospective employees or current employees in order for the payor to work for this employer; (n) violation of employer's safety rules; (o) unauthorized or illegal possession, use or sale of alcohol or controlled substances on employer's premises or during working hours, while engaged in work activities or in employer's vehicles; (p) unauthorized or illegal possession, use or sale, of weapons, firearms, or explosives on employer's premises or in employer's vehicles; (q) theft or dishonesty; (r) inappropriate physical contact; (s) harassment; (t) discrimination or retaliation; (u) disrespect toward fellow workers, visitors or other members of the public; (v) performing outside work or use of employer's property, equipment or facilities in connection with outside work while on employer's time; (w) poor attendance or poor performance. The grounds for immediate termination listed above are not all inclusive. All termination decisions will be based on an assessment of all relevant factors.			

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * Transportation will comply with all applicable federal, state and local laws and regulations, in accordance with 20 CFR § 655.122(h)(4). The use of this daily free transportation is voluntary; no worker is required to use the daily transportation offered by the employer. El transporte cumplirá con todas las leyes y regulaciones federales, estatales y locales aplicables, de acuerdo con 20 CFR § 655.122(h)(4). El uso de este transporte gratuito de diario es voluntario; ningún trabajador está obligado a utilizar el transporte diario que ofrece el empleador.			



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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 - Terminaciones - Spanish
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador puede dar por terminado el trabajador con notificación a las agencias estatales y federales correspondientes si el trabajador; (a) se niega sin causa justificada para realizar el trabajo para el cual fue reclutado y contratado al trabajador; (b) comete actos graves de mala conducta; (c) dificulta la productividad de otro trabajador; (d) el que no esté enfermo o no se niega, sin causa justificada para realizar según las indicaciones de la obra para la cual fue contratado y contrató al trabajador; (e) proporciona otra razón relacionada con el trabajo legal(s) para la terminación del empleo; (f) abandona su empleo; (g) no cumple las normas de producción aplicables cuando las normas de producción aplicables; (h) falsifica identificación, personal, medicos, produccion, u otros registros relacionados con el trabajo; (i) no presenta o rehúsa a tomar una prueba de alcohol o drogas; (j) el empleador descubre un registro condena penal o el estado como delincuente sexual registrado que el empleador cree razonablemente perjudicara la seguridad y/o de las condiciones de vida de los demás trabajadores; (k) comete un acto o actos de insubordinación, incluyendo el hecho de no considerar a la autoridad del empleador; (l) se encuentra o proporciona una declaración falsa al empleador; (m) recoge dinero u otra cosa de valor a partir de los futuros empleados o empleados actuales a fin de que el pagador de trabajar para este empleador; (n) la violación de las reglas de seguridad del empleador; (o) no autorizada o ilegal la posesión, uso o venta de alcohol o sustancias controladas en los locales del empleador o durante la jornada laboral, en el ejercicio de las actividades de trabajo o en vehículos del empleador; (p) no autorizada o ilegal la posesión, uso o venta de armas, armas de fuego o explosivos en las instalaciones del empleador o en vehículos del empleador; (q) el robo o la deshonestidad; (r) de contacto físico inapropiado; (s) el acoso; (t) la discriminación o represalia; (u) la falta de respeto hacia los compañeros de trabajo, visitantes u otros miembros del público; (v) la realización de trabajos fuera o utilización de bienes, equipos o instalaciones del empleador en relación con el trabajo fuera, mientras que en el tiempo del empleador; (w) pobre asistencia o mal desempeño. Los motivos para la terminación inmediata mencionados no son todo incluido. Todas las decisiones de terminación se basaran en una evaluación de todos los factores pertinentes.</p>			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Prohibited Fees
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>PROHIBITIONS AGAINST EMPLOYEES PAYING FEES: The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. § 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs, as prohibited by 20 CFR § 655.135(j). Costs that are the Responsibility and primarily for the benefit of the worker, such as government-required passport fees, are not included in this prohibition.</p> <p>PROHIBICIONES CONTRA QUE EMPLEADOS PAGEN QUOTAS: El empleador y sus agentes no han solicitado o recibido pago de cualquier tipo de cualquier empleado sujeto a 8 USC § 1188 para cualquier actividad relacionada con la obtención de la certificación de trabajo H-2A, incluyendo el pago de honorarios de abogados del empleador, las tasas de solicitud, o los costos de contratación, que esté prohibido por 20 CFR § 655.135 (j). Los costos que son la responsabilidad y sobre todo en beneficio del trabajador, tales como honorarios de pasaporte requerido por el gobierno, no están incluidos en esta prohibición.</p> <p>CONTRACTS WITH THIRD PARTIES COMPLY WITH PROHIBITIONS: The employer has contractually forbidden any foreign labor contractor or recruiter, if any, whom the employer engages, either directly or indirectly, in international recruitment of H-2A applicants to seek or receive payments from prospective employees, except as provided for in Department of Homeland Security regulations at 8 CFR § 214.2(h)(5)(xi)(A). Likewise, all employees are prohibited from collecting any money or other thing(s) of value from prospective employees or current employees in order for the payor to work for the employer. This employer has zero tolerance for prohibited payments. Employees should report to the employer immediately the name of any person seeking to collect a prohibited payment and the amount sought. Any employee found to have collected a prohibited payment will be required to reimburse the injured party immediately and will be terminated from employment. An employee cannot be discriminated against or discharged for reporting a prohibited payment.</p> <p>CONTRATOS CON GRUPOS QUE CUMPLEN CON PROHIBICIONES: El empleador ha prohibido por contrato cualquier contratista laboral extranjero o reclutador, en su caso, a quien el empleador se involucra, ya sea directa o indirectamente, en la contratación internacional de los solicitantes de H-2A para buscar o recibir pagos de los futuros empleados, con excepción de lo previsto en el reglamento del Departamento de Seguridad Nacional a las 8 CFR § 214.2(h)(5)(xi)(A). Del mismo modo, todos los empleados se les prohíbe la recogida de dinero u otra cosa de valor a partir de los futuros empleados o empleados actuales a fin de que el pagador de trabajar para el empleador. Este patrón tiene cero tolerancias para los pagos prohibidos. Los empleados deben informar al empleador inmediatamente el nombre de cualquier persona que busca para recoger un pago prohibido y la cantidad solicitada. Cualquier empleado que haya recogido se requerirá un pago prohibido a reembolsar a la parte perjudicada de inmediato y se dará por terminado de empleo. Un empleado no puede ser objeto de discriminación o se descarga por informar de un pago prohibido.</p>			



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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 - Safety - English and Spanish
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers must be constantly alert and adhere to all safety rules as instructed by the supervisor. Workers must take care to handle tools, equipment and product in a manner to avoid injury or damage. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday on 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 kept on the employer's premises. With the exception of the worker's assigned housing, workers may not enter the employer's premises at time other than during hours the employee is scheduled to work or when authorized by the person in charge. Firearms are prohibited in the employer's premises, housing or work sites. Harassing behavior or actions that create a work environment that is intimidating, hostile, abusive or offensive will subject an employee to disciplinary action, up to and including immediate discharge. Threatening, intimidating, coercing or otherwise interfering with the performance of fellow employees is prohibited. Workers may not engage in horseplay, scuffling, or throwing things during work hours. Workers may be discharged for fighting on the employer's premises. Workers must use toilet, handwashing facilities and hand sanitation stations. If you are hurt on the job or think that you may have been exposed to COVID-19, tell your supervisor immediately.</p> <p>Los trabajadores deben estar constantemente alerta y cumplir con todas las reglas de seguridad según las instrucciones del supervisor. Los trabajadores deben tener cuidado de manipular las herramientas, el equipo y el producto de manera que se eviten lesiones o daños. No se permite el uso o posesión de alcohol o drogas ilegales durante el horario de trabajo o durante cualquier día de trabajo antes de que se complete el trabajo para ese día (como durante los períodos de comida o de descanso). Los trabajadores no pueden presentarse a trabajar bajo la influencia del alcohol o drogas ilegales. No se puede guardar drogas ilegales en las instalaciones del empleador. Con la excepción de la vivienda asignada al trabajador, los trabajadores no pueden ingresar a las instalaciones del empleador en horarios que no sean los horarios en que el empleado está programado para trabajar o cuando lo autorice la persona a cargo. Se prohíbe el poseer armas de fuego en las viviendas o los lugares de trabajo del empleador. El comportamiento o las acciones de acoso que crean un ambiente de trabajo intimidante, hostil, abusivo u ofensivo someterán al empleado a una acción disciplinaria, hasta e incluyendo el despido inmediato. Está prohibido amenazar, intimidar, coaccionar o interferir de cualquier otra forma con el desempeño de los compañeros de trabajo. Los trabajadores no pueden participar en juegos bruscos, peleas o tirar cosas durante las horas de trabajo. Los trabajadores pueden ser despedidos por pelear en las instalaciones del empleador. Los trabajadores deben usar los baños, las instalaciones para lavarse las manos y kioscos de sanitización. Si se lesiona en el trabajo o fue expuesto al COVID-19 informe a su supervisor de inmediato.</p>			

j. Job Offer Information 10

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will reimburse transportation and subsistence expenses in accordance with 20 CFR § 655.122(h). Reimbursement for inbound transportation and subsistence cost from the place the worker has come to work, whether in the U.S. or abroad, to the place of employment will be paid to the worker upon completion of 50% of work contract period.</p> <p>Outbound transportation and subsistence will be provided or paid by the employer when the worker completes the work contract period, or is terminated without cause, and no subsequent H-2A employment is available.</p> <p>El empleador reembolsará los gastos de transporte y subsistencia de acuerdo con 20 CFR § 655.122 (h). El reembolso por el transporte de entrada y el costo de subsistencia desde el lugar al que el trabajador ha venido a trabajar, ya sea en los EE. UU. O en el extranjero, hasta el lugar de empleo se pagará al trabajador una vez que haya completado el 50% del período del contrato de trabajo.</p> <p>El empleador proporcionará o pagará el transporte de salida y la subsistencia cuando el trabajador haya completado el período del contrato de trabajo, o sea despedido sin causa y no haya ningún empleo H-2A posterior disponible.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Other terms and conditions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * REQUIRED DEPARTURE: H-2A workers are required to leave the United States at the end of the period certified by the Department of Labor or separation from the employer, whichever is earlier, as required under 20 CFR § 655.15(i), unless the H-2A worker is being sponsored by another subsequent employer. This shall serve as official notification of this require of any H-2A worker employed under the agricultural work agreement. SALIDA REQUERIDA: Los trabajadores H-2A deben salir de los Estados Unidos al final del período certificado por el Departamento de Trabajo o la separación del empleador, lo que ocurra primero, como se requiere en 20 CFR § 655.15 (i), a menos que la H-2A trabajador está patrocinado por otro empleador posterior. Esto servirá como notificación oficial de este requerimiento de cualquier trabajador H-2A empleado bajo el acuerdo de trabajo agrícola. SUBSTANCE ABUSE POLICY: The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. This is a not a part of the interview process. In case of any accidents, workers may be required to submit to a random drug or alcohol test at no cost to the worker. POLÍTICA DE ABUSO DE SUSTANCIAS: Se prohíbe el uso o posesión o estar bajo la influencia de drogas ilegales o alcohol durante el horario laboral. Esto no es parte del proceso de entrevista. En caso de cualquier accidente, es posible que se requiera que los trabajadores se sometan a una prueba aleatoria de drogas o alcohol sin costo para el trabajador.			

l. Job Offer Information 12

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