OMB Approval: 1205-0466
Expiration Date: 8/31/2022

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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crop

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	50	50	3. Begin Date * 2/10/2022	4. End Date *11/30/2022

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. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

36	**a. Total Hours**	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday

7. Hourly work schedule *
a. 7 : 30 ☑ AM ☐ PM
b. 1 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 13 . 15	☑ HOUR ☐ MONTH	$ 00 . 50	5/8 bu. bucket.

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☐ Yes ☑ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ Other (specify): N/A

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.)
The employer will make the following deductions: Social Security tax and federal income tax withholding as required by Federal, State and local law, cash advances, over-payment of wages, and any other deductions expressly authorized by the worker in writing.

H-2A Case Number: H-300-21342-751675 Case Status: Full Certification Determination Date: 01/24/2022 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. *	1	3. Training: number of months required. *	0

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☐ d. Drug screen
- ☑ e. Lifting requirement 60 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

See Addendum C

C. Place of Employment Information

1. Address/Location *
1450 Four Way Road

2. City *	3. State *	4. Postal Code *	5. County *
Snow Hill	North Carol	28580	Greene

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
None

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ No

D. Housing Information

1. Housing Address/Location *
90 Ham Produce Rd.

2. City *	3. State *	4. Postal Code *	5. County *
Snow Hill	North Carol	28580	Greene

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Barrack Stile Building 1 & 2	2	100

9. Housing complies or will comply with the following applicable standards: * ☑ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
See Addendum C

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☐ Yes ☑ No

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, convenient and fully equipped with refrigerator, stove, pots, pans, utensils and counter space cooking and kitchen facilities to workers living in employer provided housing, which will enable workers to prepare their own meals. Also will provide transportation once per week to go to the stores and do laundry.

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

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 should contact the nearest Career Center for preemployment screening before contacting the employer, workers that meet the criteria will be interviews via telephone. All referrals are to be made to Remigio Badillo (863) 781-1024, Monday through Friday 8:00 am to 5:00 pm Prior to referral, each worker should either read or have read to them a copy of the Job Offer and they understand all the 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.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (863) 781-1024	remigiobadillo@gmail.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

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).

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 CPR 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).

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).

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 §
Badillo	Remigio	
4. Title * President		
5. Signature (or digital signature) * Digital Signature Verified and Retained By Certifying Officer		6. Date signed * 12/9/2021

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.

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 §
Ham Farms, LLC	1540 W Hanrahan Rd Ayden, North Carolina 28513 PITT		2/10/2022	11/30/2022	50
Ham Farms, LLC	1236 Rodell Barrow Rd La Grange, North Carolina 28551 WAYNE		2/10/2022	11/30/2022	50
Ham Farms, LLC	787 Old Mill Rd Stantonsburg, North Carolina 27883 WAYNE		2/10/2022	11/30/2022	50
Ham Farms, LLC	1018 Cunningham Rd Kinston, North Carolina 28501 LENOIR		2/10/2022	11/30/2022	50
Ham Farms, LLC	9026 Stantonsburg Rd Walstongburg, North Carolina 27888 GREENE		2/10/2022	11/30/2022	50
Ham Farms, LLC	1450 Four Way Rd Snow Hill, North Carolina 28580 GREENE		2/10/2022	11/30/2022	50
Ham Farms, LLC	4595 US 258 Farmville, North Carolina 27828 PITT		2/10/2022	11/30/2022	50

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-21342-751675 Case Status: Full Certification Determination Date: 01/24/2022 Validity Period: _____ to _____

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 (*up to 3,500 characters*) *

Workers will perform assign duties as instructed by their supervisor.
Tobacco plantation: Workers will carry full tobacco plant trays in order to set tobacco by hand and by machine. When done by hand the worker will walk down the field make a 3 inch hole in the ground, place the plant in the hole, cover the hole firmly and space each hole about 12 inches apart repeatedly throughout the daily shift. When setting tobacco by machine the worker must drop one plant in each cone repeatedly every two seconds without missing a cone. Any cone missed will be then set out by hand.
Tobacco Harvesting: Workers will start in a row with the first tobacco plant cutting off the top flower by hand properly without damaging leafs below. The worker must then use both hands in order to remove all the suckers that are in between the tobacco leaf and the stem of the tobacco plant. The worker will walk down his designated row working on every tobacco plant taking no more than 4 to 5 seconds. When this is finished the workers will again walk down the tobacco field on his designated row pulling off the bottom 3 to 5 ripe leaves off of every stock. If the leaf is not ripe you must leave it alone. The worker must stay down moving forward placing each leaf on his side until the worker has no more room and must walk over to unload his bundle of tobacco leaves into the tobacco trailer. Any leaves dropped by the worker must be picked up. The tobacco tractor and trailer will always be in the middle of the 12 person group moving forward. The worker must due this process 3 to 4 different period of times as leaves ripen on every stock.
Sweet Potatoes Plantation: Workers will select large sweet potato plant from the beds; they will cut the plant and place into a basket. Once the basket is full and tight the process will be done again. The worker must be able to complete three baskets every hour. Workers will then plant sweet potato by machine and by hand. When planting by machine the worker will repeatedly set a plant on the butterfly device that holds the plant. The plant end must stick out of the butterfly device at least 2-3 inches in order to be planted correctly. When done by hand the worker will walk down the field make a 3 inch hole in the ground, place the plant in the hole, and cover the hole firmly, and space each hole about 10 inches apart repeatedly throughout the daily shift.
Sweet potato Harvesting: The worker will pick the sweet potatoes up from the ground by class. There are 3 types of classes of sweet potato that require harvesting at once which are number 1's (large potato), canner(medium small broken cracked unshaped potato's), and seed (small potato's). The worker must first select number 1's placing them in a five gallon bucket, once the bucket is full, the worker will take the bucket to the truck and dump the sweet potatoes in the back of the truck. A small ticket will be given to you to keep and a total will be counted at the end of each day. The workers will then go back to the picking area and fill his bucket up with canner sweet potato. Once the bucket is full the worker will take the bucket to the truck and dump the bucket. The worker will go back to his picking area and fill his bucket up with seed sweet potato. Cucumber Plantation: Workers will select large cucumber plant from the beds; they will cut the plant and place into a basket. Once the basket is full and tight the process will be done again. Workers will then plant cucumber by machine and by hand. When planting by machine the worker will repeatedly set a plant on the butterfly device that holds the plant. The plant end must stick out of the butterfly device at least 2-3 inches in order to be planted correctly. When done by hand the worker will walk down the field make a 3 inch hole in the ground, place the plant in the hole and cover the hole firmly.

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements

3. Details of Material Term or Condition (*up to 3,500 characters*) *

This type of work, involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. The work requires a high level of physical conditioning. Due to the type of work involved, there is a Probationary Period of five (5) days beginning with the first day of employment, to show possession of the requisite physical strength and endurance to perform this type of work.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The employer will provide housing, without charge to the worker; the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

For workers residing in the employers housing, the employer will provide transportation between the workers living quarters, and the employers work site and return without cost to the worker, employer will have free transportation available for workers not residing in the employers housing, workers will be transported to the work site from a designated daily job reporting site and at the end of the work day they will be transported back to the reporting site.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

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 inbound transportation will be reimbursed on the basis of no less than

f. Job Offer Information 6

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision

3. Details of Material Term or Condition (*up to 3,500 characters*) *

El patrón proveerá gratuitamente un lugar conveniente y total mente equipado con refrigerador, estufa, ollas, sartenes, utensilios y espacio con mostrador para cocinar, a los empleados que se alojen en las viviendas proporcionadas por el patrón para que puedan preparar sus propios alimentos. También proveerá trasporte una vez por semana para ir a las tiendas y lavar ropa.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version (part 1)

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Los trabajadores harán los deberes asignados por el supervisor.
Siembra de Tabaco: los trabajadores cargaran bandejas llenas de plantas de tabaco para plantar a mano y a máquina. Cuando se siembre a mano, el trabajador caminara por el campo haciendo un agujero de 3 pulgadas en la tierra, pondrá la planta en el agujero, cubrirá el agujero firmemente, sembrando las plantas a una de distancia de 12 pulgada de separación entre sí, repitiendo el proceso durante el día. Cuando se siembre con maquina, el trabajador deberá poner una planta en cada cono de la rueda cada dos segundo sin saltarse ningún cono, cualquier cono que se pase sin planta será sembrado a mano.
Cosecha de Tabaco: el trabajador se parara en el camino comenzando con la primera planta de tabaco, y comenzara a cortar a mano la flor de arriba con cuidado y sin causar daño a las hojas de tabaco. Usando las dos manos, el trabajador removerá las ventosas que se encuentran entre las hojas de tabaco y el tallo de la planta de tabaco, el trabajador caminara por el pasillo designado trabajando en cada planta de tabaco, tomándole no más de 4 o 5 segundos. Cuando esto esté terminado, los trabajadores nuevamente caminaran por los pasillos arrancando de las 3 a 5 hojas inferiores que estén maduras de cada tronco, si la hoja no está madura hay que dejarla en paz, El trabajador se debe mantener agachado avanzando y manteniendo las hojas a su lado hasta que el trabajador ya no tenga más espacio y tenga que caminar para descargar el manojo de hojas de tabaco en el tráiler. Las hojas que se le caigan al trabajador deberán de ser levantadas. El tractor y el tráiler de tabaco siempre estarán en medio de un grupo de 12 trabajadores mientras avanza. El trabajador tendrá que repetir a diferente tiempo este proceso de 3 o 4 veces conforme van madurando las hojas de tabaco en el tronco.
Siembra de camote: Los trabajadores escogerán las
plantas grandes de los surcos de camote, cortaran la planta y la pondrán en una canasta, ya que la canasta está llena ajustadamente se repetirá el proceso, el trabajador deberá de poder completar 3 canastas por hora. Entonces los trabajadores sembraran el camote a mano y a máquina. Cuando se siembre a máquina, el trabajador repetidamente pondrá una planta en el dispositivo que sostiene las plantas. La punta de la planta debe de sobresalir del dispositivo de 2-3 pulgadas para que pueda ser sembrada correctamente. Cuando se siembre a mano, el trabajador caminara por el campo haciendo un agujero de 3 pulgadas en la tierra, pondrá la planta en el agujero y cubrirá el agujero firmemente, los agujeros deberán estar a 10 pulgadas de separación, repitiendo el proceso durante el día.

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version (Part 2)

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Cosecha de camote: El trabajador recogerá el camote de la tierra por clase, hay 3 tipos de clase de camote que requieren cosecharse inmediatamente, son: números 1 (camote grande), de conserva (camote mediano, chico, roto, rajado y malformado) y de semilla (camote chico). Los trabajadores deberán primero seleccionar los números 1 poniéndolos en cubetas de 5 galones, cuando la cubeta está llena, el trabajador la llevara al camión y vaciara los camotes en la parte trasera del camión, se le dará un boleto al trabajador por cada cubeta y se hará la cuenta de boletos al final del día, el trabajador regresara al área de cosecha y llenara las cubeta con camote de conserva, una vez llena la cubeta el trabajador la llevara al camión para vaciarla, después el trabajador regresara al área de cosecha y llenara las cubetas con camote de semilla, una vez llena la cubeta la llevara al camión para vaciar.
Siembra de pepino: Los trabajadores escogerán las plantas grandes de los surcos de pepino, cortaran la planta y la pondrán en una canasta, ya que la canasta está llena ajustadamente se repetirá el proceso. Entonces los trabajadores sembraran el pepino a mano y a máquina. Cuando se siembre a máquina, el trabajador repetidamente pondrá una planta en el dispositivo que sostiene las plantas. La punta de la planta debe de sobresalir del dispositivo de 2-3 pulgadas para que pueda ser sembrada correctamente. Cuando se siembre a mano, el trabajador caminara por el campo haciendo un agujero de 3 pulgadas en la tierra, pondrá la planta en el agujero y cubrirá el agujero firmemente.
Cosecha de pepino: El trabajador recogerá el pepino de la tierra poniéndolos en cubetas de 5 galones, cuando la cubeta está llena, el trabajador la llevara al camión y vaciara los pepinos en la parte trasera del camión.
Puede ser requerido que los trabajadores cualificados manejen equipo agrícola.
Siembra de Calabacin: Todos los cultivos. El trabajador sembrará y / o replantará según sea necesario. Estas tareas incluirán trabajo con palas repetitivas y físicamente exigentes. El trabajador puede levantar hasta 50 libras. Es posible que se requiera al trabajador que monte una sembradora mecánica (se proporcionará capacitación). Es posible que se le solicite al trabajador que plante con la mano utilizando herramientas como una pala o una llana de mano.
Cosecha de calabacin: Una vez en el lugar de recolección, haciendo una fila a la vez, los trabajadores se moverán por las filas arrancando las verduras de las plantas y colocándolas en un recipiente. Una vez que el contenedor esté lleno, el trabajador llevará el contenedor al camión y descargará el contenido. El trabajador volverá a su zona de recolección y volverá a llenar su contenedor, repitiendo el proceso a lo largo de la jornada laboral.

Para poder desempeñar este trabajo, el trabajador deberá poder trabajar afuera por lo menos seis horas por día en todo tipo de clima y tener la fuerza física suficiente, trabajando rápida y eficazmente con las manos, es requerido un mes de experiencia en este tipo de trabajo. El empleador proporcionara las herramientas necesarias (si aplica) para realizar los deberes anteriormente descritos, sin costo al trabajador. El empleador cobrara al trabajador el costo razonable por la negativa o la negligencia de devolver las herramientas de trabajo, o por el daño voluntarioso o destrucción de las mismas.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version (part 3)

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Puede ser requerido que los trabajadores que califiquen operen maquinaria o equipo Agricola.

Los empleados pueden ser voluntarios para trabajar horas adicionales cuando hay trabajo disponible. Los trabajadores deben esperar períodos ocasionales de poco o nada de trabajo debido al clima, la cosecha u otras condiciones fuera del control del empleador. Estos periodos pueden ocurrir en cualquier momento durante la temporada, si los trabajadores solicitan una licencia durante estos periodos de inactividad, las horas se deducirán de las horas ofrecidas bajo la ETA 790A.

Una copia del contrato de trabajo o una copia del ETA 790 en lugar de un contrato de trabajo, y cualquier modificación, se proporcionará al trabajador H-2A a más tardar en el momento en que el trabajador solicite la Visa, o a trabajador en el empleo correspondiente, a más tardar el día en que comienza el trabajo. Para un trabajador H-2A que pasa de un empleador H-2A a un empleador H-2A posterior, se proporcionará una copia del contrato a más tardar en el momento en que el empleador H-2A presente una oferta de empleo.

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued

3. Details of Material Term or Condition (*up to 3,500 characters*) *

A copy of the work contract or a copy of the ETA 790 in lieu of a work contract, and any modifications, will be provided to the 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 going from an H-2A employer to a subsequent H-2A employer, a copy of the contract will be provided no later than the time an offer of employment is made by the subsequent H-2A employer.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Cucumber Harvesting: The worker will pick the cucumber up from the ground, placing them in a five gallon bucket, once the bucket is full, the worker will take the bucket to the truck and dump the cucumber in the back of the truck.
Planting Squash : All crops. Worker will plant and/or replant as needed. These tasks will include repetitive and physically demanding shovel work. Worker may lift up to 50lbs. Worker may be required to ride a mechanical planter (training will be provided). Worker may be required to hand plant using tools such as a spade or hand trowel. Harvesting of Squash: Once at the picking location, doing a row at a time, workers will move down the rows plucking the vegetables from the plants and putting them in a container. Once the container is full the worker will take the container to the truck and dump the content. The worker will go back to his picking area and fill his container up again, repeating the process through the work day.

General Maintenance: Workers on physical work restrictions or when harvesting work is not available may be required to perform miscellaneous clean-up work on work site property, on structures utilized in the work site operation, and on housing for harvesting workers. Such clean-up activities include the sprouting, pruning, and painting of trees; debris, weed, and vine removal; irrigation repair; housing and structure cleaning and repair.

Mantenimiento general: los trabajadores con restricciones de trabajo físico o cuando el trabajo de cosecha no está disponible pueden ser obligados a realizar trabajos de limpieza misceláneos en la propiedad del sitio de trabajo, en estructuras utilizadas en la operación del sitio de trabajo y en viviendas para trabajadores de cosecha. Tales actividades de limpieza incluyen la brotación, poda y pintura de árboles; eliminación de escombros, malezas y enredaderas; reparación de riego; Limpieza y reparación de viviendas y estructuras.

The worker in order to perform this kind of work must be able to work outside for at least 6 hours a day in all kinds of weather and be in a possession of the requisite physical strength and endurance, working quickly and skillfully with their hands repeatedly, a one month experience in this type of work is required The employer will provides the tools necessary (if applicable) to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due such worker's willful damage or destruction of the tools.

Workers that qualify may be required to operate Agriculture Machinery or Equipment.

Employees may volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur any time throughout the season, if workers request a leave of absence during these periods of no work, the hours will be deducted from the hours offered under the ETA 790A.

l. Job Offer Information 12

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral & Hiring Instructions - Referral and Hiring Spanish

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Antes de contactar con el empleador, todos los solicitantes deberan contactar con la oficina de empleos mas cercana para el proceso de seleccion pre empleo, a los seleccionados se les hara una entrevista via telefonica.Todas las referencias deberán ser hechas a Remigio Badillo (863) 781-1024, de Lunes a Viernes de 8:00 am a 5:00 pm. Antes de ser referidos, los trabajadores deberán de leer o ser leído la oferta de trabajo y entender todos los términos y las condiciones de empleo, también que se espera que trabajen durante el termino de empleo especificado y que deben estar disponibles para cualquier actividad mencionada a discreción del patrón.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Spanish

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Para los trabajadores contratados más allá de la distancia de viaje normal, después de completar el 50 por ciento del período del contrato de trabajo, el empleador reembolsará al trabajador los costos incurridos por el trabajador por el transporte y la subsistencia diaria, según lo exigen las regulaciones del DOL, desde el lugar desde el cual El trabajador ha venido a trabajar para el empleador al lugar de empleo. El transporte entrante será reembolsado sobre la base de no menos que los cargos más económicos y razonables por la distancia involucrada. Si el trabajador completa el período del contrato de trabajo, o es despedido sin causa, el empleador proporcionará o pagará el transporte y la subsistencia diaria del trabajador desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo intermedio, vino a trabajar para el empleador, o, si el trabajador ha contratado a un empleador posterior que no ha acordado en ese contrato proporcionar o pagar el transporte de los trabajadores y los gastos de subsistencia diarios desde el lugar de trabajo de los empleadores hasta el lugar de trabajo de dichos empleadores, el empleador proporcionará o pagará tales gastos; excepto que, si el trabajador ha contratado un empleo con un empleador posterior que, en ese contrato, ha acordado pagar el transporte de los trabajadores y los gastos diarios de subsistencia desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador no está obligado a proporcionar o pagar para tales gastos.

n. Job Offer Information 14

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Continued

3. Details of Material Term or Condition (*up to 3,500 characters*) *

economical and reasonable charges for the distance involved. If the worker completes the work contract period, or is terminated without cause, 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 workers transportation and daily subsistence expenses from the employers work site to such subsequent employers 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 workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer is not required to provide or pay for such expenses.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Spanish Version

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Para los trabajadores que residen en la vivienda del empleador, el empleador proporcionará transporte entre las viviendas del trabajador y el lugar de trabajo del empleador y regresará sin costo para el trabajador, el empleador tendrá transporte gratuito disponible para los trabajadores que no residen en la vivienda del empleador, los trabajadores serán transportados al sitio de trabajo desde un sitio de informes de trabajo diario designado y al final de la jornada laboral serán transportados de regreso al sitio de informes.

p. Job Offer Information 16

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements Spanish Version

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Este tipo de trabajo implica condiciones de trabajo que requieren una resistencia tremenda, un alto nivel de actividad física en condiciones de frío o calor extremo bajo la luz solar directa y en condiciones climáticas adversas como la lluvia. El trabajo requiere un alto nivel de acondicionamiento físico. Debido al tipo de trabajo involucrado, hay un Período de prueba de cinco (5) días que comienza con el primer día de empleo, para mostrar la posesión de la fuerza física y la resistencia necesarias para realizar este tipo de trabajo.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions Spanish Version

3. Details of Material Term or Condition (*up to 3,500 characters*) *

El empleador realizará las siguientes deducciones: retención del impuesto a la Seguridad Social y del impuesto federal sobre la renta, según lo exijan las leyes federales, estatales y locales, adelantos en efectivo, pago excesivo de salarios y cualquier otra deducción expresamente autorizada por el trabajador por escrito.

r. Job Offer Information 18

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	

3. Details of Material Term or Condition (*up to 3,500 characters*) *