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	
	35	35	3. Begin Date * 5/14/2022	4. End Date * 10/30/2022

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 §
$ 15 . 37	☑ HOUR ☐ MONTH	$ ____ . ___	

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-300-22074-980016 Case Status: Full Certification Determination Date: 04/28/2022 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 100 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 *
2750-2798 18th Ave

2. City *	3. State *	4. Postal Code *	5. County *
Friendship	Wisconsin	53934	Adams

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 *
1885 W 7th Ave

2. City *	3. State *	4. Postal Code *	5. County *
Friendship	Wisconsin	53934	Adams

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Labor Camp	1	4

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	$ 14 . 00	per day *
	b. no more than	$ 59 . 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 Pedro Buenrostro Jr (863) 244-7583, 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) 244-7583	pedrobuenrostro13@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 §
Buenrostro	Pedro	
4. Title *		
Owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		3/18/2022

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 §
Diversified Seed Producers, LLC	3301-3365 8th Ave Winsconsin Dells, Wisconsin 53965 ADAMS		5/14/2022	10/30/2022	35
Diversified Seed Producers, LLC	3495-3531 6th Ct Wisconsin Dells, Wisconsin 53965 ADAMS		5/14/2022	10/30/2022	35
Diversified Seed Producers, LLC	626-698 Edgewood Ave Grand Marsh, Wisconsin 53936 ADAMS		5/14/2022	10/30/2022	35
Diversified Seed Producers, LLC	1374-1388 County Highway F Adams, Wisconsin 53910 ADAMS		5/14/2022	10/30/2022	35
Diversified Seed Producers, LLC	1300-1398 17th Ave Arkdale, Wisconsin 54613 ADAMS		5/14/2022	10/30/2022	35
Diversified Seed Producers, LLC	1701-1799 16th Ave Friendship, Wisconsin 53934 ADAMS		5/14/2022	10/30/2022	35
Diversified Seed Producers, LLC	1838-1848 Edgewood Ave Friendship, Wisconsin 53934 ADAMS		5/14/2022	10/30/2022	35
Diversified Seed Producers, LLC	2750-2798 18th Ave Friendship, Wisconsin 53934 ADAMS		5/14/2022	10/30/2022	35
Diversified Seed Producers, LLC	12th St E Necedah, Wisconsin 54646 ADAMS		5/14/2022	10/30/2022	35
Diversified Seed Producers, LLC	Wisconsin 21 Coloma, Wisconsin 54930 ADAMS		5/14/2022	10/30/2022	35

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 §
Diversified Seed Producers, LLC	County Highway V Hancock, Wisconsin 54943 ADAMS		5/14/2022	10/30/2022	35
Flyte Family Farmers, LLC	W 13450 Cottonville Ave. Coloma, Wisconsin 54930 ADAMS		5/14/2022	10/30/2022	35
Henry Farms LLc	7794 Patton Road Dane, Wisconsin 53529 DANE		5/14/2022	10/30/2022	35
K & A Farms LLC	662 Cty Rd D Bancroft, Wisconsin 54921 PORTAGE	NONE	10/14/2022	10/30/2022	35
K & A Farms LLC	7499-7445 County Rd J Almond, Wisconsin 54909 PORTAGE	NONE	5/14/2022	10/30/2022	35
K & A Farms LLC	9799-9575 County Hwy BB Almond, Wisconsin 54909 PORTAGE	NONE	5/14/2022	10/30/2022	35
Signature Farms LLC	349 County Rd M Coloma, Wisconsin 54930 WAUSHARA	None	5/14/2022	10/30/2022	35
Signature Farms LLC	2852-2800 2nd Dr Oxford, WI 53952 Oxford, Wisconsin 53952 MARQUETTE	None	5/14/2022	10/30/2022	35
Signature Farms LLC	249-101 Dover Ct Westfield, Wisconsin 53964 MARQUETTE	None	5/14/2022	10/30/2022	35

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Cinder Block	752 County Road J Friendship, Wisconsin 53934 ADAMS	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.	1	8	☑ Local ☑ State ☑ Federal
Cinder Block	1897 West 7th Ave Friendship, Wisconsin 53934 ADAMS	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.	1	6	☑ Local ☑ State ☑ Federal
Metal Frame	979 County Rd CH Coloma, Wisconsin 54930 WAUSHARA	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.	1	10	☑ Local ☑ State ☑ Federal
Mobile Home	W13473 Cottonville AVE Coloma, Wisconsin 54930 WAUSHARA	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.	3	23	☑ Local ☑ State ☑ Federal
Metal Home/Retirement Bld	532 East King St Coloma, Wisconsin 54930 WAUSHARA	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.	1	33	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

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H-2A Case Number: H-300-22074-980016 Case Status: Full Certification Determination Date: 04/28/2022 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. Rogueing: the worker will walk down the aisles between the plants in the corn fields, removing the corn plants that are from a different species leaving the field ready for detasseling. Corn detasseling: the worker will walk down the aisles between the plants in the corn fields, removing the spikes that are left after the detasseling machine passes through. Workers will remove the spikes and drop them on the ground. Seed Corn Sorting: After the machine harvests the seed corn from the fields, the corn cobs will be put on a conveyor belt so the workers can sort the corn cubs by size and class. Weeding: Workers will remove weeds by use of a hoe from the walk-way and remove all weeds growing around plants by hand. Workers will remove weeds from the growing area, by raking piles of debris and dispose of it as instructed. Planting of fruits and vegetables: A tractor will go over the fields making holes for the plants, workers will grab a tray of plants from the truck, walking down the rows the worker will put one plants per hole, when finish with the tray, the worker will walk back to the truck and grab another tray of plants, repeating the process through the work day. Harvesting of Fruit and Vegetables: Once at the picking location, doing a row at a time, workers will move down the rows plucking the crop 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. Potato Planting: Potato planting is done by machine, with a sharp knife; workers will cut the seed potatoes in four and put the pieces into the machine, once the machine is ready for planting it will be taken to the fields. Potatoes Harvesting: The worker will pick the potatoes up from the ground placing them in a 5/8 BU bucket, once the bucket is full, the worker will take the bucket to the truck and dump the potatoes in the back of the truck, repeating the process throughout the day.
Sorting potatoes: Potatoes will be harvested by machine and put in a conveyor belt; workers will stand by the conveyor belt and sort the potatoes by size and quality at the same time workers will need to remove debris.
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, 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.

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 the most

f. Job Offer Information 6

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

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 debern ser hechas a Pedro Buenrostro Jr (863) 244-7583, de Lunes a Viernes de 8:00 am a 5:00 pm. Antes de ser referidos, los trabajadores debern de leer o ser ledo la oferta de trabajo y entender todos los trminos y las condiciones de empleo, tambin que se espera que trabajen durante el termino de empleo especificado y que deben estar disponibles para cualquier actividad mencionada a discrecin del patrn.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

h. Job Offer Information 8

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

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

El patrn proveer 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 patrn para que puedan preparar sus propios alimentos. Tambin proveer trasporte una vez por semana para ir a las tiendas y lavar ropa.

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 - Additional 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.

j. Job Offer Information 10

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.

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*) *

worker will go back to his picking area and fill his bucket up with seed sweet potato.
Field Maintenance: workers will Hand Weeding, Rock removal, Stick removal, Painting, Grass trimming, Wood box construction, washing boxes Mulching, produce packaging.
Pumpkin Harvesting: the worker will walk down the pumpkin field rows where the pumpkin will be harvested. The worker will first cut the vine off the pumpkin with a small knife. The worker will bend over harvesting the pumpkin which can vary in weight from 20lbs to 60lbs from the ground and tossing the pumpkin to the worker next to him and this worker will toss the pumpkin to the next worker and so on, until the pumpkin is then tossed to the person inside the bus who will place the pumpkin on the floor.
Packing: When the bus is full, it will be taken to the packing house where the workers will unload the pumpkins and put it in a conveyer belt that will transport the pumpkins into the packing house where it will be separated by size, labeled and packed.

Note: The Packing houses are located inside the Farms and at least 50% of the product processed belongs to the Fixed Site Employer.

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. 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.

General farm upkeep and maintenance such as painting, fixing, cleaning, and organizing out building and 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.

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.

l. Job Offer Information 12

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.
Cortar la mezcla de maíz: El trabajador caminara por los pasillos entre las plantas en los campos de maíz, removiendo las plantas que son de diferente especie dejando el campo listo para espigar.
Espigar: El trabajador caminara por los pasillos entre las plantas en los campos de maíz, removiendo espigas que deja la maquina después de espigar, los trabajadores removerán las espigas y las dejaran en el suelo.
Clasificación del maíz para semilla: Cuando la maquina termina de remover el maíz para semilla, las mazorcas serán puesta en la banda transportadora para que los trabajadores los clasifiquen por tamaño y clase.
Deshierbe: Los trabajadores quitarán las malezas con una azada del camino y quitarán a mano todas las malezas que crecen alrededor de las plantas. Los trabajadores eliminarán las malezas del área de cultivo rastrillando montones de escombros y desechando según las instrucciones.
Siembra de frutas/vegetales: El tractor pasara por los campos haciendo huecos para plantar, los trabajadores tomaran una charola de plantas del camión y caminando por los surcos pondrán una planta en cada hueco, al terminar con todas las plantas de la charola, regresaran al camión por otra charola de plantas, repitiendo el proceso durante el día.
Cosecha de frutas/vegetales; Ya estando en la locación de la cosecha, haciendo un surco a la vez, los trabajadores avanzaran arrancando frutas/vegetales de las plantas y poniéndolos en un contenedor cuando el contenedor este lleno, el trabajador lo llevara al camión y vaciara el contenido en la parte trasera del camión, el trabajador regresara al área de cosecha y llenara el contenedor nuevamente, repitiendo el proceso durante el día.
Plantación de Papas: La siembra de papa se hace a máquina, con un cuchillo afilado, los trabajadores cortarán la papa para semilla en cuatro y pondrán los trozos en la máquina, una vez que la máquina esté lista para plantar se llevará al campo.
Cosecha de papa: El trabajador recogerá la papa de la tierra poniéndolos en cubetas de 5/8 BU, cuando la cubeta está llena, el trabajador la llevara al camión y vaciara los camotes en la parte trasera del camión, repitiendo este proceso durante el día.
Clasificación de las papas: las papas se cosecharán por máquina y se colocarán en una cinta transportadora, los trabajadores se colocarán junto a la cinta transportadora y clasificarán las papas por tamaño y calidad, al mismo tiempo que los trabajadores deberán retirar los desechos.
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. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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. Mantenimiento de los campos: los trabajadores deshierbaran a mano, removerán rocas, removerán estacas, pintaran, recortaran la grama, armaran cajas de madera, pondrán mulch en las moras azules y empacaran vegetales. Cosecha de calabaza: el trabajador caminara por los campos donde se cosechara la calabaza, el trabajador cortara el vid de la calabaza con un cuchillo pequeño, el trabajador se agachara para recoger la calabaza la cual varia en peso desde 20 a 60 libras y se la lanzara al trabajador que tiene al lado, el cual a su vez se la lanzara al trabajador siguiente y así sucesivamente hasta que llegue al trabajador que se encuentra en el camión, el cual la pondrá en el piso del camión.
Empaque: Cuando el camión este lleno se transportara a la empacadora donde los trabajadores descargaran el camión poniendo la calabaza en una banda transportadora que llevara la calabaza adentro de la empacadora donde los trabajadores la separaran por tamaños las etiquetaran y las empacaran.

Nota: Las empacadoras se encuentran dentro de las granjas y por lo menos 50% de la cosecha que se procesa le pertenece al empleador agrícola.

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. 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.

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

Mantenimiento general de la finca, como pintar, arreglar, limpiar y organizar el edificio y el equipo.

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.

n. Job Offer Information 14

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*) *

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.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

p. Job Offer Information 16

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

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

Para los trabajadores contratados ms all de la distancia de viaje normal, despus de completar el 50 por ciento del perodo del contrato de trabajo, el empleador reembolsar al trabajador los costos incurridos por el trabajador por el transporte y la subsistencia diaria, segn 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 ser reembolsado sobre la base de no menos que los cargos ms econmicos y razonables por la distancia involucrada. Si el trabajador completa el perodo del contrato de trabajo, o es despedido sin causa, el empleador proporcionar o pagar 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 proporcionar o pagar 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 est obligado a proporcionar o pagar para tales gastos.