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	
	450	450	3. Begin Date * 7/1/2022	4. End Date * 10/31/2022

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. 8 : 00 ☑ AM ☐ PM
b. 3 : 00 ☐ 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.)

Watermelon and pumpkin harvesting and field care. Prolonged standing, bending, stooping, and reaching. Job is outdoors and continues in all types of weather. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. Drug testing and background checks may occur during the interview process and will be conducted at the sole expense and discretion of the employer. Must be able to lift 50lbs. to shoulder height repetitively throughout the workday and able to lift and carry 50lbs. in field. Use of personal cell phone or other personal electronic device during working hours strictly prohibited except for work-related calls or emergencies and violation may result in immediate termination.

Cosecha y cuidado del campo de sandía y calabaza. Estar de pie, agacharse, agacharse y estirarse durante mucho tiempo. El trabajo es al aire libre y continúa en todo tipo de clima. Se puede solicitar a los trabajadores que se sometan a pruebas aleatorias de drogas o alcohol sin costo alguno para el trabajador. El incumplimiento de la solicitud o la prueba positiva pueden resultar en la terminación inmediata. Las pruebas de drogas y la verificación de antecedentes pueden ocurrir durante el proceso de la entrevista y se realizarán a expensas y discreción exclusivas del empleador. Debe ser capaz de levantar 50 libras a la altura de los hombros repetidamente a lo largo de la jornada laboral y capaz de levantar y transportar 50 libras en campo. El uso de teléfonos celulares personales u otros dispositivos electrónicos personales durante las horas de trabajo está estrictamente prohibido, excepto para llamadas relacionadas con el trabajo o emergencias, y la violación puede resultar en el despido inmediato.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 15 . 89	☑ 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.)

See Addendum C

H-2A Case Number: H-300-22108-077803 Case Status: Full Certification Determination Date: 06/09/2022 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. *	3	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 50 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 *
CR 100 North

2. City *	3. State *	4. Postal Code *	5. County *
Washington	Indiana	47501	Daviess

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
Kenneth Cornelius - Harvest watermelon and field care
450 workers, July 1, 2022 - October 31, 2022

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 *
13675 N Chasteen Road

2. City *	3. State *	4. Postal Code *	5. County *
Oaktown	Indiana	47561	Knox

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Migrant Camp	2	81

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.)*

For employees living in the migrant camps, apartments and mobile homes: Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Workers will buy their own groceries. Once a week, the employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries. These board arrangements apply only to workers living in employer-provided housing.

For employees living in the hotel rooms: Per 655.122(g), the employer will provide three (3) meals per day (breakfast, lunch, dinner) and will charge the workers up to $14.00 per day, for the workers residing in the housing facility, subject to change with the publication of new rates by the Office of Foreign Labor Certification in the Federal Register. The employer will provide free transportation once per week to and from the laundry facility and store to obtain other necessities.

2. If meals are provided, the employer: *			
	☐ **WILL NOT** charge workers for such meals.		
	☑ **WILL** charge workers for such meals at	$ 14 . 00	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.)

For those workers living in housing provided or secured by the employer, worker will be provided transportation between such housing and the employer's daily worksite at no cost to the worker. The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.

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.)

See Addendum C

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (828) 699-8015	brendavalencia1986@hotmail.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 §
Valencia	Victor	
4. Title *		
Owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		4/22/2022

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 §
Liberty Produce	38.64976025, -87.65556187 Denison Twp, Illinois 62460 LAWRENCE	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
Liberty Produce	38.79244397, -87.63687768 Bond Twp, Illinois 62439 LAWRENCE	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
Liberty Produce	38.80738622, -87.51976156 Russell Twp, Illinois 62439 LAWRENCE	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
Liberty Produce	38.864485, -87.573432 Montgomery Twp, Illinois 62427 WOODFORD	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
Liberty Produce	38.846774, -87.445040 Busseron Twp, Indiana 47561 KNOX	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
Liberty Produce	38.721764, -87.518904 Allison Twp, Illinois 62439 LAWRENCE	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
Liberty Produce	38.732276, -87.534636 Allison Twp, Illinois 62439 LAWRENCE	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
Liberty Produce	38.747021, -87.507094 Allison Twp, Illinois 62439 LAWRENCE	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
Liberty Produce	38.769995, -87.393911 Washintong Twp, Indiana 47516 MARION	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
Liberty Produce	38.802374, -87.368398 Washington Twp, Indiana 47516 MARION	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450

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 §
Liberty Produce	38.867864, -87.612397 Montgomery Twp, Illinois 62427 WOODFORD	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
Liberty Produce	38.745935, -87.512360 Allison Twp, Illinois 62439 LAWRENCE	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
Liberty Produce	38.753588, -87.509626 Allison Twp, Illinois 62439 LAWRENCE	Harvest Watermelon and Pumpkin and Field Care	7/1/2022	10/31/2022	450
J&J Farming Co	1361-1573 E CR 3 SE Carlisle, Indiana 47838 SULLIVAN	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
J&J Farming Co	12700 N Agri Care Road Oaktown , Indiana 47561 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
J&J Farming Co	Hwy 67 and Main St. W Sandborn, Indiana 47578 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
J&J Farming Co	E. Gauger Road Oaktown, Indiana 47561 KNOX	Harvest watermelon and field care	7/1/2022	10/31/2022	450
Kenneth Cornelius	1264 W 300 N Washington, Indiana 47501 WASHINGTON	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Kenneth Cornelius	W 800 N Washington, Indiana 47501 WASHINGTON	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Kenneth Cornelius	CR 700 S Washington, Indiana 47501 WASHINGTON	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450

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 §
JMR Farms	38.63431, -87.53872 Vincennes, Indiana 47591 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
JMR Farms	38.64229, -87.53739 Vincennes, Indiana 47591 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
JMR Farms	38.6165, -87.56096 Vincennes, Indiana 47591 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
JMR Farms	38.55183, -87.50853 Decker, Indiana 47524 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
JMR Farms	38.69605, -87.59666 Lawrenceville, Illinois 42439 LAWRENCE	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
JMR Farms	38.71117, -87.59794 Allison Township, Illinois 42439 LAWRENCE	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
JMR Farms	38.7691665, -87.6014832 Allison Twp, Illinois 62439 LAWRENCE	Harvest watermelon and field care	7/1/2022	10/31/2022	450
JMR Farms	38.7810984, -87.6056135 Russell Twp, Illinois 62439 LAWRENCE	Harvest watermelon and field care	7/1/2022	10/31/2022	450
JMR Farms	38.6620609, -87.5579660 Vincennes, Indiana 47591 KNOX	Harvest watermelon and field care	7/1/2022	10/31/2022	450
Bloebaum Farms	3837 Mt. Zion Road Monroe City, Indiana 47557 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450

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 §
Bloebaum Farms	205 S. Wispering Winds Road Decker, Indiana 47524 KNOX	Harvest Watermelon and field Care	7/1/2022	10/31/2022	450
Bloebaum Farms	2280 E Catt Road Decker , Indiana 47524 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Bloebaum Farms	8709 S Decker Road Decker , Indiana 47524 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Bloebaum Farms	7741 Old Decker Road Vincennes, Indiana 47591 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Halter Farms	4306 S Schoolhouse Road Vincennes, Indiana 47591 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Halter Farms	S 6th St. Road Vincennes , Indiana 47591 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Halter Farms	Bulldog Road Vincennes, Indiana 47591 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Halter Farms	Ferry Road Vincennes, Indiana 47591 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Nowaskie Melons	3435 N 150 W Patoka, Indiana 47666 GIBSON	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Nowaskie Melons	38.530719, -87.562875 Decker, Indiana 47524 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450

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 §
Nowaskie Melons	38.406012, -87.604201 White River Township, Indiana 46106 JOHNSON	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Nowaskie Melons	38.406165, -87.604118 Patoka, Indiana 47666 GIBSON	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Tri-K Produce	3555-3747 S Schoolhouse Road Vincennes, Indiana 47591 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Tri-K Produce	1844-1872 Ellerman Road Decker, Indiana 47524 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Tri-K Produce	Shouse Hwy 241 Monroe City, Indiana 47557 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Tri-K Produce	38.5121, -87.5148 Decker, Indiana 47524 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Tri-K Produce	38.7630, -87.5568 Russell Twp, Illinois 62427 LAWRENCE	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Tri-K Produce	38.6049, -87.5088 Vincennes, Indiana 47591 KNOX	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450
Tri-K Produce	38.6869, -87.5411 Lawrenceville, Illinois 62439 LAWRENCE	Harvest Watermelon and Field Care	7/1/2022	10/31/2022	450

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 *
Hotel	1800 S. Old Decker Road Vincennes, Indiana 47591 KNOX	Each worker will be provided with their own bed. Family housing is not available and is not prevailing practice in the area of intended employment. Cada trabajador recibirá su propia cama. No hay disponibilidad de viviendas familiares ya que no es una práctica prevaleciente.	51	204	❑ Local ☑ State ☑ Federal
Migrant Camp	217 N 10th St. Vincennes, Indiana 47591 KNOX	Each worker will be provided with their own bed. Family housing is not available and is not prevailing practice in the area of intended employment. Cada trabajador recibirá su propia cama. No hay disponibilidad de viviendas familiares ya que no es una práctica prevaleciente.	1	72	❑ Local ☑ State ☑ Federal
Apartments	700 Conway Blvd. Bricknell, Indiana 47472 KNOX	Each worker will be provided with their own bed. Family housing is not available and is not prevailing practice in the area of intended employment. Cada trabajador recibirá su propia cama. No hay disponibilidad de viviendas familiares ya que no es una práctica prevaleciente.	1	93	❑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

The employer will make the following deductions from the worker's wages: FICA, Medicare and income taxes as required by law; cash advances and repayment of loans; repayment of overpayment of wages to the worker; long distance telephone charges; recovery of any loss to the employer due to the worker's damage beyond normal wear and tear, or loss of equipment or housing items where it is shown that the worker is responsible. No deduction not required by law will be made that brings the worker's hourly earnings below the higher of the federal minimum wage and State minimum wage.

b. Job Offer Information 2

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

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

Each worker will be provided with their own bed.
Family housing is not available and is not prevailing practice in the area of intended employment.
Cada trabajador recibirá su propia cama.
No hay disponibilidad de viviendas familiares ya que no es una práctica prevaleciente.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

All local and intrastate candidates interested in this job opportunity should contact their nearest local CareerSource or state workforce office. Candidates should be fully apprised by the local service center of the terms, conditions and nature of employment prior to referral and may be given a copy of the ETA 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability and legally able to work in the U.S. may email them to brendavalencia1986@hotmail.com to set up an interview. Applicants can call to arrange an interview with Victor or Brenda Valencia at (828) 699-8015. Hours for referral candidate to call employer are 8:00 am to 5:00 pm, Monday-Friday, excluding all federal holidays. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9 as required by the Immigration and Nationality Act will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment.
Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 3 of form I-9, as provided in the Act. Workers failing to provide this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

Todos los candidatos locales e intraestatales interesados en esta oportunidad laboral deben comunicarse con su CareerSource local ms cercano o con la oficina de fuerza laboral estatal. Los candidatos deben ser completamente informados por el centro de servicio local de los trminos, condiciones y naturaleza del empleo antes de la remisin y se les puede dar una copia del ETA 790 y sus adjuntos correspondientes. Los agentes de SWA que hayan seleccionado candidatos para disponibilidad durante toda la temporada y que puedan trabajar legalmente en los EE. UU. pueden enviarles un correo electrnico a brendavalencia1986@hotmail.com para programar una entrevista. Los solicitantes pueden llamar para concertar una entrevista con Victor o Brenda Valencia al (828) 699-8015. El horario para que el candidato referido llame al empleador es de 8:00 am a 5:00 pm, de lunes a viernes, excepto todos los feriados federales. Solo los trabajadores legalmente autorizados para trabajar en los Estados Unidos y que posean documentos de elegibilidad de empleo e identidad originales suficientes para completar el Formulario I-9 del INS, segn lo exige la Ley de Inmigracin y Nacionalidad, podrn completar el proceso de contratacin. Se debe informar a los trabajadores referidos en contra de esta orden que deben tener estos documentos en su poder cuando lleguen al lugar de trabajo.
Siempre que los trabajadores completen la seccin 1 del formulario I-9, los trabajadores tendrn tres das hbiles para producir la documentacin requerida para completar la seccin 3 del formulario I-9, segn lo dispone la Ley. Los trabajadores que no aporten esta documentacin no podrn acudir al trabajo al cuarto da hbil de su empleo, ni a los das subsiguientes hasta tanto no aporten la documentacin, conforme a lo dispuesto en la Ley.

d. Job Offer Information 4

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 recruited outside the area of intended employment, transportation and subsistence expenses will be reimbursed by the employer in accordance with 20 CFR § 655.122(h). Transportation from last place of employment to home country: If the worker completes the work contract period, or if the worker is terminated without cause, and the worker has no immediate H-2A employment, the employer will provide or pay for the worker's reasonable costs of return transportation and subsistence.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

Para los empleados que viven en los campamentos, apartamentos y casas móviles de migrantes: el empleador proporcionará instalaciones de cocina y cocina gratuitas y convenientes para que los trabajadores puedan preparar sus propias comidas. Los trabajadores comprarán sus propios alimentos. Una vez a la semana, el empleador proporcionará (de forma voluntaria) transporte para asegurar el acceso de los trabajadores a las tiendas donde puedan comprar alimentos. Estos arreglos de pensión se aplican solo a los trabajadores que viven en viviendas proporcionadas por el empleador.

Para los empleados que viven en las habitaciones de hotel: Por 655.122 (g), el empleador proporcionará tres (3) comidas al día (desayuno, almuerzo, cena) y cobrará a los trabajadores hasta $14.00 por día, por los trabajadores que residen en la vivienda sujeto a cambios con la publicación de nuevas tarifas por la Oficina de Certificación Laboral Extranjera en el Registro Federal. El empleador proporcionará transporte gratuito una vez por semana hacia y desde la lavandería y tienda para obtener otras necesidades.

f. Job Offer Information 6

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

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

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Workers are exposed to wet weather early in the morning and heat throughout the day while working in the fields. Temperatures may range from 30-100F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Los trabajadores deben poder trabajar de pie en posiciones dobladas durante largos períodos de tiempo. Las alergias a la ambrosía, vara de oro, etc., pueden afectar a la capacidad de los trabajadores para llevar a cabo el trabajo. Los trabajadores deben ser físicamente capaz de hacer el trabajo requerido con o sin adaptaciones razonables. Los trabajadores están expuestos a húmedo clima temprano en la mañana y el calor durante todo el día, mientras trabajaba en los campos. Las temperaturas pueden variar desde 30-100F. Los trabajadores pueden ser obligados a trabajar durante las lluvias ocasionales no lo suficientemente graves como para detener las operaciones presentada.

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 - null

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

Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand-cultivation tasks, weeding or hoeing various crops, cleaning and repairing farm buildings, seed beds, grounds, setting up and moving irrigation pipes and equipment, gardening, weeding and shrubbing, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Los trabajadores pueden ser requeridos a realizar trabajo en la granja que es incidental a la agricultura de los cultivos enumerados en la solicitud; tales como la realización de las tareas de cultivación a mano, deshierbar o azadonar diversos cultivos, la limpieza y reparación de edificios de la granja, semilleros, campos, el establecimiento y colocación de tuberías de riego y equipos, la jardinería, y el recorte de arbustos, etc. Este es un negocio muy exigente y competitivo en el que las especificaciones de calidad deben ser rigurosamente respetadas. Un trabajo mal hecho no puede ser ni será tolerado.

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Full Growing Season Commitment

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

The job offered requires that the worker be available for work six (6) hours per day Monday through Saturday, every day that work is available, and for the full anticipated period of employment, even though work may be slack for a brief period of time. The worker agrees to be available for work and perform the assigned tasks whenever work is available through the full anticipated period of employment. Work available is defined as: no work required on the worker's Sabbath or Federal holidays, but work is required six (6) hours per day Monday through Saturday. All applicants must be able (with or without reasonable accommodation), willing, and qualified to perform all the work described, and must be available for the entire anticipated period of employment.

El trabajo ofrecido requiere que el trabajador esté disponible para trabajar seis (6) horas al día de Lunes a Sábado y todos los días que el trabajo esté disponible y por el periodo de empleo completo anticipado, aunque no haya trabajo suficiente por un breve periodo de tiempo. El trabajador se compromete a estar disponible para trabajar y llevar a cabo las tareas asignadas siempre que haya trabajo disponible a través del periodo de empleo completo anticipado. Trabajo Disponible se define como: "No hay trabajo requerido en el Día de Descanso del trabajador o días feriados federales", pero el trabajo es requerido seis (6) horas al día de Lunes a Sábado. Todos los solicitantes deben ser capaces (con o sin adaptaciones razonables), dispuestos y capacitados para llevar a cabo todo el trabajo descrito, y deben estar disponibles para todo el periodo anticipado de empleo.

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 - null

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

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the anticipated period of employment, the worker will forfeit the three-quarter guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness cannot be tolerated and may result in termination.

El trabajador entiende que, si abandona su empleo o es despedido por causa justificada antes del final del periodo de empleo anticipado, el trabajador perderá la Garantía de Tres Cuartos y el reembolso de ciertos gastos de transporte que se describen en otras partes de esta orden de trabajo. Ausencias y/o tardanzas excesivas no pueden ser toleradas y pueden resultar en el despido.

j. Job Offer Information 10

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

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

Employer guarantees to offer workers employment for a total number of work hours equal to a least three fourths (3/4ths) of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment and the worker is ready, willing, able and eligible to work, and ending on the expiration date specified in the work contract or any extensions thereof or upon the termination of this employment as specified herein below. Details of the 3/4ths guarantee are outlined in 20 CFR § 655.122(i). For purposes of this guarantee, a "workday" consists of six (6) hours daily Monday through Saturday. All requests for leave of absence must be in writing. All absences will be counted towards hours offered for the purpose of computing the 3/4 guarantee.

El empleador garantiza ofrecer empleo a los trabajadores por un número total de horas de trabajo equivalentes a un mínimo de las tres cuartas partes (3/4) de los días laborables del periodo total, comenzando con el primer día de trabajo, después de la llegada del trabajador a el lugar de trabajo y el trabajador esté listo, dispuesto, capaz y elegible a trabajar, y finalizando en la fecha de expiración especificada en el contrato de trabajo o de sus prórrogas, o tras la terminación de este empleo como se especifica a continuación. Los detalles de la garantía 3/4 se describen en la regulación 20 CFR § 655.122(i). Para efectos de esta garantía, el "día de trabajo" se compone de seis horas diarias de Lunes a Sábado. Todas las solicitudes de Permiso de Ausencia deben ser por escrito. Todas las ausencias serán contadas hacia las horas ofrecidas con el propósito de calcular la garantía 3/4.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

For those workers recruited outside the area of intended employment, transportation and subsistence expenses will be reimbursed by the employer in accordance with 20 CFR § 655.122(h). Inbound transportation will be reimbursed on the basis of no less (and is not required to be more than) the most economical and reasonable charges for the distance involved. The subsistence reimbursement will be the amount the employer would charge for providing the worker three meals per day of $14.00 per day or workers providing receipts will be reimbursed up to the amount authorized by the continental U.S. per diem rate of $59 as computed by the GSA method. Payments will be made based upon the date of publication of the H-2A Program Allowable meal charges in the Federal Register.

Para los trabajadores contratados fuera del área del empleo previsto, los gastos de transporte y estancia serán reembolsados por el empleador en conformidad con 20 CFR § 655.122(h). Transporte de llegada se reembolsará sobre la base de no menos (y no está obligado a ser algo más que) los cargos más económicos y razonables para la distancia en cuestión. El reembolso de subsistencia será la cantidad que el empleador le cobraría por proporcionar al trabajador tres comidas por día de $14.00 por día o trabajadores que prestan los recibos serán reembolsados hasta el importe autorizado por los EE.UU. continental tarifa diaria de $59 como se calculó por el método de GSA. Los pagos se harán en base a la fecha de publicación del programa H-2A cargos comida permisibles en el Registro Federal.

l. Job Offer Information 12

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

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

Transportation from last place of employment to home country: If the worker completes the work contract period, or if the worker is terminated without cause, and the worker has no immediate H-2A employment, the employer will provide or pay for the worker's reasonable costs of return transportation and subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. 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 subsequent employer must provide or pay for such expenses. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distance involved. The amount of the daily subsistence payment shall be no less than the amount set under 20 CFR § 655.173(a), which is currently $14.00 per day. The employer's obligation to provide or pay return transportation and subsistence continues if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent (50%) rule as described in 20 CFR § 655.135(d) with respect to referrals made after the employer's date of need. These arrangements apply only to workers who are recruited outside the area of intended employment.

Transporte desde el último lugar de empleo al país de origen. Si el trabajador completa el periodo de contrato de trabajo, o si el trabajador está despedido sin justa causa, y el trabajador no tiene un empleo H-2A inmediato, el empleador proporcionará o pagará por los costos razonables que incurran los trabajadores por el transporte de regreso y el sustento, desde el lugar de trabajo al lugar de donde el trabajador, sin tomar en cuenta empleo intermedio, partió a trabajar para el empleador. Si el trabajador hace contrato con un empleador subsiguiente, que no haya acordado en el contrato de trabajo a proporcionar o pagar los gastos de transporte y sustento diario desde el lugar de trabajo del empleador a tal lugar de trabajo subsiguiente, el empleador subsiguiente tendrá que proveer o pagar por dichos gastos. La cantidad del pago del transporte será el costo de transporte público más económico y razonable para la distancia implicada. La cantidad del pago por el sustento diario no será inferior al importe establecido bajo la regulación 20 CFR § 655.173 (a), que actualmente es $14.00 por día. La obligación del empleador de proporcionar o pagar el transporte de retorno y de subsistencia continúa si un trabajador H-2A es desplazado como consecuencia del cumplimiento del empleador con la regla del 50 por ciento (50%) como se describe en la regulación 20 CFR § 655.135 (d) con respecto a los referidos realizados después de la fecha de necesidad del empleador. Estos arreglos se aplican sólo a los trabajadores que sean reclutados fuera del área donde el trabajo se vaya a realizar.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

Transportation between living quarters and worksite: For those workers living in housing provided or secured by the employer, worker will be provided transportation between such housing and the employer's daily worksite at no cost to the worker. Such transportation will comply with all applicable federal, State, and local laws and regulations. In accordance with 20 CFR § 655.122(h)(4). The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.

Transportation for commuting workers between designated daily job reporting site and daily worksite: For commuting workers not living in housing provided or secured by the employer who report to a designated daily job reporting site, employer will provide transportation between such designated daily job reporting site and the employer's daily worksite at no cost to the worker, and return transportation from the daily worksite back to the designated reporting site at no cost to the worker. Such transportation will comply with all federal, State, and local laws and regulations, in accordance with 20 CFR § 655.122(h)(4). The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.

El transporte entre vivienda y lugar de trabajo: Para aquellos trabajadores que viven en viviendas proporcionadas o aseguradas por el empleador, al trabajador se le proporcionará transporte entre tal vivienda y el lugar de trabajo diario del empleador, sin costo para el trabajador. Dicho transporte cumplirá con todas las regulaciones y leyes locales, estatales y federales que sean aplicables, de acuerdo a la regulación 20 CFR § 655.122 (h) (4). El uso de este transporte diario es voluntario; a ningún trabajador se le requiere, como condición de empleo, usar el transporte diario al lugar de trabajo ofrecido por el empleador.

El transporte para trabajadores que viajan desde el lugar designado para reportarse a trabajar diariamente a la ubicación donde se realizará el trabajo diario: Para los trabajadores que viajan, que no viven en viviendas proporcionadas o aseguradas por el empleador, quienes se reportan al lugar de trabajo designado a reportarse para el trabajo diario, el empleador proveerá transporte desde el lugar designado para reportarse a trabajar diariamente a la ubicación donde se realizará el trabajo diario sin costo para el trabajador, tanto como el transporte de retorno desde el lugar de trabajo hasta el lugar designado para reportarse a trabajar diariamente, sin costo al trabajador. Dicho transporte cumplirá con todas las leyes y reglamentos federales, estatales, y locales, de acuerdo a la regulación 20 CFR § 655.122 (h) (4). El uso de este transporte diario es voluntario; a ningún trabajador se le requiere, como condición de empleo, usar el transporte diario al lugar de trabajo ofrecido por el empleador.

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Required Departure and Prohibited Fees

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

REQUIRED DEPARTURE: H-2A workers are required to leave the United States at the end of the period certified by the Department of Labor or separation from the employer, whichever is earlier, as required under 20 CFR § 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer. This shall serve as official notification of this requirement to any H-2A worker employed under the agricultural work agreement.

SALIDA REQUERIDA: Se requiere que los trabajadores H-2A salgan de los Estados Unidos a finales del periodo certificado por el Departamento de Trabajo o su separación del empleador, lo que ocurra primero, según lo requerido en la regulación 20 CFR § 655.135(i), a menos que el trabajador H2A esté siendo patrocinado por otro empleador subsecuente. Esto servirá como notificación oficial de este requisito a cualquier trabajador H-2A empleado bajo el acuerdo de trabajo agrícola.

PROHIBITIONS AGAINST EMPLOYEES PAYING FEES: The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. § 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs, as prohibited by 20 CFR § 655.135(j). Costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport fees, are not included in this prohibition. Likewise, all employees are prohibited from collecting any money or other thing of value from prospective employees or current employees in order for the payor to work for the employer. This employer has zero tolerance for prohibited payments. Employees should report to the employer immediately the name of any person seeking to collect a prohibited payment and the amount sought. Any employee found to have collected a prohibited payment will be required to reimburse the injured party immediately and will be terminated from employment. An employee cannot be discriminated against or discharged for reporting a prohibited payment.

PROHIBICIONES EN CONTRA DE EMPLEADOS QUE PAGAN CUOTAS: El empleador y sus agentes no han de solicitar o recibir pago de ninguna clase, por parte de cualquier empleado, de acuerdo a la regulación 8USC § 1188, a causa de cualquier actividad relacionada con la obtención de la certificación de trabajo H-2A, incluyendo el pago de los honorarios de los abogados del empleador, las tarifas de las aplicaciones, o los costos de contratación, como son prohibidos por la regulación 20 CFR § 655.135 (j). Los costos que son la responsabilidad y sobre todo para el beneficio del trabajador, tales como honorarios de pasaportes requeridos por el gobierno, no están incluidos en esta prohibición. Del mismo modo, a todos los empleados se les prohíbe la recaudación de dinero u otra cosa de valor de los posibles empleados o empleados actuales a fin de que el pagador trabaje para el empleador. Este patrón tiene cero tolerancia en cuanto a pagos prohibidos. Los empleados deben informarle al empleador de inmediato el nombre de cualquier persona que desee recaudar un pago prohibido y la cantidad solicitada. Se exigirá a todo empleado que haya recaudado un pago prohibido a reembolsar a la parte perjudicada de inmediato y se dará por terminado del empleo. Un empleado no puede ser discriminado o despedido por informar sobre un pago prohibido.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

The employer may terminate the worker with notification to the appropriate State and federal agencies if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (d) provides other lawful job-related reasons for termination of employment; (e) abandons his employment; (f) fails to meet applicable production standards when production standards are applicable; (g) falsifies identification, personnel, medical, production, or other work-related records; (h) fails or refuses to take an alcohol or drug test; (i) employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes will impair the safety and/or living conditions of other workers; (j) commits an act or acts of insubordination, including the failure to regard employer's authority; (k) lies or provides a false statement to the employer; or (l) collects any money or other thing of value from prospective employees or current employees in order for the payor to work for this employer.

In the event of termination from medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place from which the worker came to work for the employer and reimburse worker for reasonable cost of transportation and subsistence incurred by the worker to get to the place of employment. These arrangements apply only to workers who are recruited outside the area of intended employment.

p. Job Offer Information 16

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

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

El empleador podrá despedir al trabajador con notificación a las agencias estatales y federales correspondientes si el trabajador: (a) se niega sin causa justificada a realizar un trabajo para el cual fue reclutado y contratado; (b) comete actos graves de mala conducta; (c) finge estar enfermo o de otra manera se niega, sin causa justificada, a realizar según las instrucciones, el trabajo para el cual fue reclutado y contratado; (d) proporciona otras razones legales relacionadas con el trabajo para la terminación del empleo;(e) abandona su empleo; (f) no cumple las normas de producción aplicables cuando los estándares de producción son aplicables; (g) falsifica registros de identificación, personal, médicos, de producción, u otros registros relacionados con el trabajo; (h) no presenta o rehúsa a someterse a una prueba de alcohol o drogas; (i) el empleador descubre un registro de condena penal o está registrado como un delincuente sexual que el empleador, razonablemente, crea que perjudicará la seguridad y/o las condiciones de vida de los demás trabajadores; (j) comete un acto o actos de insubordinación, incluyendo el hecho de no respetar la autoridad del empleador; (k) miente o provee
una declaración falsa al empleador; o (l) recoge dinero u otra cosa de valor de parte de los posibles empleados futuros o empleados actuales a fin de que el pagador trabaje para este empleador.

En el caso de terminación por razones médicas que ocurren después de la llegada al trabajo, o que ocurren como resultado del empleo, o en el evento de terminación como resultado de un acto de Dios, el empleador pagará o proporcionara el costo razonable del transporte de retorno y de sustento a el lugar de donde vino el trabajador a trabajar para el empleador y reembolsará al trabajador por el gasto razonable del transporte y sustento incurrido por el trabajador para llegar al lugar de empleo. Estas disposiciones se aplican únicamente a los trabajadores que son reclutados fuera del área del empleo previsto.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

The employer will report workers who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive days without the consent of the employer. The employer will not be responsible for providing or paying for reported workers a) subsequent transportation and subsistence expenses, and b) the worker will not be entitled to the 3/4 guarantee.

El empleador reportará a los trabajadores que, a) abandonen voluntariamente el empleo antes del fin del periodo del contrato, o b) los trabajadores que son despedidos por causa, al Centro Nacional de Procesamiento de Chicago, y los trabajadores H-2A al Departamento de Seguridad Nacional, por escrito u otro método aprobado, a no más tardar de dos (2) días después del abandono o que la terminación del empleo ocurra. El abandono se considerará que comenzará después que un trabajador no se presente a trabajar a la hora regularmente programada por cinco (5) días consecutivos sin el consentimiento del empleador. El empleador no será responsable de proveer o pagarle a los trabajadores reportados a) gastos de transporte y sustento subsecuentes, y b) el trabajador no tendrá derecho a la garantía de 3/4.

r. Job Offer Information 18

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

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

El empleador asegura que la oportunidad de trabajo identificada en esta orden de autorización (en adelante, también denominada "orden de trabajo") es un puesto temporal de tiempo completo que se coloca en el SWA en relación con una Solicitud H-2A de Certificación de Empleo Temporal para H- 2A los trabajadores y esta orden de despacho satisfacen los requisitos para las órdenes de despacho agrícola en 20 CFR 653, subparte F y los requisitos establecidos en 20 CFR 655.122. Esta oportunidad de trabajo ofrece a los trabajadores estadounidenses no menos de los mismos beneficios, salarios y condiciones de trabajo que el empleador está ofreciendo, tiene la intención de ofrecer o proporcionará a los trabajadores H-2A y cumple con los requisitos de 20 CFR 655, Subparte B. La oportunidad de trabajo está abierta a cualquier trabajador estadounidense calificado, independientemente de su raza, color, nacionalidad, edad, sexo, religión, discapacidad o ciudadanía.

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - NO HAY HUELGA, BLOQUEO O PARADA DE TRABAJO

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

El empleador asegura que esta oportunidad de trabajo, incluidos todos los lugares de trabajo para los cuales el empleador solicita la certificación laboral H-2A, no tiene trabajadores en huelga o encerrados en el curso de una disputa laboral . 20 CFR 655.135 (b).

t. Job Offer Information 20

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

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

El empleador acepta proporcionar o asegurar una vivienda para los trabajadores H-2A y aquellos trabajadores en el empleo correspondiente que no puedan regresar razonablemente a su residencia al final del día laboral. Esa vivienda cumple con los estándares locales, estatales o federales aplicables y es suficiente para albergar la cantidad especificada de trabajadores solicitada a través del sistema de autorización. El empleador proporcionará la vivienda sin cargo al trabajador. Cualquier cargo por el alquiler de la vivienda será pagado directamente por el empleador al propietario u operador de la vivienda. Si se proporcionan adaptaciones públicas a los trabajadores, el empleador acepta pagar todos los cargos relacionados con la vivienda directamente a la administración de la vivienda. El empleador acepta que los cargos en forma de depósitos por ropa de cama u otros imprevistos similares relacionados con la vivienda (por ejemplo, servicios públicos) no deben imponerse a los trabajadores. Sin embargo, el empleador puede exigir a los trabajadores que les reembolsen los daños causados a la vivienda por el (los) trabajador (es) individual (es) que fueron responsables por daños que no son el resultado del desgaste normal relacionado con la habitación. Cuando la práctica predominante en el área del empleo previsto y la ocupación es proporcionar viviendas familiares, el empleador acepta proporcionar viviendas familiares sin costo a los trabajadores con familias que lo soliciten. 20 CFR 655.122 (d), 653.501 (c) (3) (vi).

Solicitud de acceso condicional al sistema de autorización intraestatal o interestatal: el empleador asegura que la vivienda divulgada en esta orden de autorización cumplirá con todas las normas locales, estatales o federales aplicables al menos 20 días calendario antes de que la vivienda sea ocupada. 20 CFR 653.502 (a) (3). El oficial certificador no certificará la solicitud hasta que la vivienda haya sido inspeccionada y aprobada.

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - COBERTURA DE COMPENSACIÓN PARA TRABAJADORES

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

El empleador acuerda proporcionar cobertura de seguro de compensación para trabajadores en conformidad con la ley estatal que cubre las lesiones y enfermedades que surjan y en el curso del empleo del trabajador. Si el tipo de empleo para el cual se busca la certificación no está cubierto o está exento de la ley estatal de compensación para trabajadores, el empleador acepta proporcionar, sin costo alguno para el trabajador, un seguro que cubra las lesiones y enfermedades que surjan de y en el curso del empleo del trabajador que proporcionará beneficios al menos iguales a los previstos en la ley estatal de compensación de trabajadores para otro empleo comparable. 20 CFR 655.122 (e).

v. Job Offer Information 22

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - HERRAMIENTAS Y EQUIPOS PROPORCIONADOS POR EL

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

El empleador acepta proporcionar al trabajador, sin cargo ni cargo por depósito, todas las herramientas, suministros y equipos necesarios para realizar las tareas asignadas. 20 CFR 655.122 (f).

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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

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

El empleador acepta proporcionar a cada trabajador tres comidas al día o proporcionar instalaciones de cocina y cocina gratuitas y convenientes para los trabajadores que les permitan preparar sus propias comidas. Cuando el empleador proporciona las comidas, la oferta de trabajo indicará el cargo, si corresponde, al trabajador por tales comidas. El monto de los cargos por comidas se rige por 20 CFR 655.173. 20 CFR 655.122 (g).

x. Job Offer Information 24

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

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

El empleador acepta proporcionar los siguientes beneficios de transporte y subsistencia diaria a los trabajadores elegibles.
A. Transporte al lugar de empleo (entrante): Si el trabajador completa el 50 por ciento del período del contrato de trabajo, y el empleador no proporcionó directamente dicho transporte o subsistencia o de otra manera aún no ha pagado al trabajador por dichos costos de transporte o subsistencia, el empleador acepta reembolsar al trabajador los costos razonables incurridos por El trabajador para el transporte y la subsistencia diaria desde el lugar desde el cual el trabajador ha venido a trabajar para el empleador, ya sea en los Estados Unidos o en el extranjero, hasta el lugar de trabajo. El monto del pago de transporte no debe ser menor (y no se requiere que sea mayor) que los cargos de transporte comunes más económicos y razonables para las distancias involucradas. La cantidad que el empleador pagará por los gastos diarios de subsistencia son las cantidades divulgadas en esta orden de autorización, que son al menos tanto como el empleador le cobraría al trabajador por proporcionarle tres comidas al día durante el empleo (si corresponde), pero en ningún evento será menor que la cantidad permitida bajo 20 CFR 655.173 (a). El empleador entiende que la Ley de Normas Laborales Justas se aplica independientemente de los requisitos H-2A e impone obligaciones a los empleadores con respecto al pago de salarios. 20 CFR 655.122 (h) (1). B. Transporte desde el lugar de empleo (ida): si el trabajador completa el período del contrato de trabajo, o es rescindido sin causa, y el trabajador no tiene un empleo posterior H-2A inmediato, el empleador acepta proporcionar o pagar el transporte del trabajador y subsistencia diaria desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo intermedio, partió para trabajar para el empleador. No se proporcionará transporte de regreso a los trabajadores que abandonen voluntariamente el empleo antes del final del período del contrato de trabajo, o que sean despedidos por causa justificada, si el empleador sigue los requisitos de notificación en 20 CFR 655.122 (n). Si el trabajador ha contratado a un empleador posterior que no ha acordado en dicho contrato de trabajo proporcionar o pagar el transporte del trabajador y los gastos de subsistencia diarios desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador debe cubrir dichos gastos. Si el trabajador ha contratado a un empleador posterior que ha acordado en dicho contrato de trabajo proporcionar o pagar el transporte del trabajador y los gastos de subsistencia diarios desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador posterior debe proporcionar o pagar dichos gastos. El empleador no está exento de su obligación de proporcionar o pagar el transporte de regreso y la subsistencia si un trabajador H-2A es desplazado como resultado del cumplimiento del empleador con la regla del 50 por ciento como se describe en la sec. 655.135 (d) de esta subparte con respecto a las referencias hechas después de la fecha de necesidad del empleador. 20 CFR 655.122 (h) (2).
C. Transporte diario: el empleador acepta proporcionar transporte entre la vivienda provista o asegurada por el empleador y los lugares de trabajo del empleador sin costo alguno para el trabajador. 20 CFR 655.122 (h) (3).

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TRANSPORTE Y SUBSISTENCIA DIARIA (CONTINUACIÓN)

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

D. Cumplimiento de las normas de transporte: el empleador asegura que todo el transporte provisto por el empleador cumplirá con todas las leyes y regulaciones federales, estatales o locales aplicables. El empleador acuerda proporcionar, como mínimo, los mismos estándares de seguridad de transporte, licencia de conducir y seguro de vehículos según lo requerido por 29 U.S.C. 1841 y 29 CFR 500.105 y 29 CFR 500.120 a 500.128. Si la compensación laboral se utiliza para cubrir el transporte, en lugar del seguro del vehículo, el empleador se asegurará de que dicha compensación laboral cubra todos los viajes o que el seguro del vehículo exista para proporcionar cobertura para viajes no cubiertos por la compensación laboral. El empleador acepta tener un seguro de daños a la propiedad. 20 CFR 655.122 (h) (4).

z. Job Offer Information 26

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

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

El empleador acuerda ofrecerle al trabajador un empleo por un número total de horas de trabajo equivalentes a al menos tres cuartos de los días hábiles del período total que comienza con el primer día hábil después de la llegada del trabajador al lugar de empleo o la primera fecha de necesidad contractual anunciada, la que sea posterior, y que finalice en la fecha de vencimiento especificada en el contrato de trabajo o en sus extensiones, si corresponde. 20 CFR 655.122 (i).

El empleador puede ofrecerle al trabajador más de las horas de trabajo especificadas en un solo día de trabajo. Para cumplir con la garantía de tres cuartos, no se requerirá que el trabajador trabaje por más de la cantidad de horas especificadas en la orden de trabajo para un día de trabajo, o en el día de reposo o feriado federal del trabajador. Si, durante el período total del contrato de trabajo, el empleador le da al trabajador de EE. UU. o H-2A menos empleo que el requerido por esta garantía, el empleador le pagará a dicho trabajador la cantidad que el trabajador habría ganado si el trabajador hubiera trabajado de hecho el número garantizado de días. No se considerará que un empleador ha cumplido con la garantía de trabajo si el empleador simplemente ha ofrecido trabajo en tres cuartos de los días laborales si cada día laboral no consistió en un número completo de horas de tiempo de trabajo como se especifica en la orden de trabajo. El empleador puede contar todas las horas de trabajo realmente realizadas al calcular si se ha cumplido el período de empleo garantizado. Todas las horas que el trabajador no puede trabajar, hasta un máximo de la cantidad de horas especificadas en la orden de trabajo para un día de trabajo, cuando se le ha ofrecido al trabajador la oportunidad de trabajar y todas las horas de trabajo realmente realizadas (incluido el trabajo voluntario de más de 8 horas en un día de trabajo o en el día de reposo del trabajador o feriados federales), el empleador puede contar al calcular si se ha cumplido el período de empleo garantizado. 20 CFR 655.122 (i).

Si el trabajador recibe un pago a destajo, el empleador acuerda utilizar los ingresos promedio por trabajo a destajo por hora del trabajador o el salario por hora requerido, el que sea mayor, para calcular el monto adeudado bajo la garantía de tres cuartos. 20 CFR 655.122 (i).

Si el trabajador abandona voluntariamente el empleo antes del final del período de empleo establecido en la orden de trabajo, o es despedido por causa justificada, y el empleador sigue los requisitos de notificación en 20 CFR 655.122 (n), el trabajador no tiene derecho la garantía de tres cuartos. El empleador no es responsable del pago de la garantía de tres cuartos a un trabajador H-2A que el Departamento de Trabajo certifica que es desplazado debido al requisito del empleador de contratar trabajadores estadounidenses calificados y disponibles durante el período de reclutamiento establecido en 20 CFR 655.135 (d), que dura hasta que haya transcurrido el 50 por ciento del período del contrato de trabajo (regla del 50 por ciento). 20 CFR 655.122 (i).

Nota importante: En circunstancias donde el contrato de trabajo se rescinde debido a la imposibilidad del contrato bajo 20 CFR 655.122 (o), el período de garantía de tres cuartos termina en la fecha de terminación.

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

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

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

El empleador acepta mantener registros precisos y adecuados con respecto a las ganancias de los trabajadores en el lugar o lugares de empleo, o en una o más oficinas centrales establecidas de mantenimiento de registros donde dichos registros se mantienen habitualmente. Todos los registros deben estar disponibles para su inspección y transcripción por el Departamento de Trabajo o un representante debidamente autorizado y designado, y por el trabajador y los representantes designados por el trabajador como lo demuestra la documentación apropiada. Cuando los registros se mantienen en una oficina central de mantenimiento de registros, que no sea en el lugar o lugares de empleo, dichos registros deben estar disponibles para su inspección y copia dentro de las 72 horas posteriores a la notificación del Departamento de Trabajo, o un representante debidamente autorizado y designado, y por el trabajador y representantes designados. El contenido de los registros de ingresos debe cumplir con todos los requisitos reglamentarios y ser retenido por el empleador por un período no menor de 3 años después de la fecha de certificación por parte del Departamento de Trabajo. 20 CFR 655.122 (j).

. Job Offer Information 28

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - HORAS Y DECLARACIONES DE GANANCIAS

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

El empleador acuerda proporcionar al trabajador en o antes de cada día de pago en una o más declaraciones escritas la siguiente información: (1) las ganancias totales del trabajador para el período de pago; (2) la tarifa por hora del trabajador y / o la tarifa de pago por pieza; (3) las horas de empleo ofrecidas al trabajador (mostrando ofertas de acuerdo con la garantía de tres cuartos según lo determinado en 20 CFR655.122 (i), separadas de cualquier hora ofrecida por encima de la garantía); (4) las horas realmente trabajadas por el trabajador; (5) una desglose de todas las deducciones hechas del salario del trabajador; (6) Si se utilizan tarifas por pieza, las unidades producidas diariamente; (7) fechas de inicio y finalización del período de pago; y (8) el nombre del empleador, dirección y FEIN. 20 CFR 655.122 (k).

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 29

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

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

El empleador acepta que ofrecerá, anunciará en su reclutamiento y pagará al menos la tasa salarial de efectos adversos (AEWR), la tasa salarial por hora vigente, la tasa por pieza prevaleciente, la tasa de negociación colectiva acordada, o el salario mínimo federal o estatal, vigente al momento de realizar el trabajo, el que sea más alto.
Si al trabajador se le paga por hora, el empleador debe pagar esta tarifa por cada hora o porción que haya trabajado durante un período de pago. Si el (los) salario (s) ofrecido (s) divulgado (s) en esta orden de autorización se basa (n) en comisiones, bonificaciones u otros incentivos, el empleador garantiza que el salario pagado semanalmente, semestralmente o mensualmente será igual o superior al AEWR, prevaleciente salario por hora o tarifa por pieza, el salario mínimo legal federal o estatal, o cualquier tarifa de negociación colectiva acordada, la que sea más alta. Si al trabajador se le paga por pieza y al final del período de pago, la tarifa por pieza no da como resultado ganancias promedio por hora por pieza durante el período de pago, al menos igual a la cantidad que el trabajador habría ganado si el trabajador hubiera sido pagado a la tasa de pago por hora apropiada, el empleador acuerda complementar el pago del trabajador en ese momento para que las ganancias del trabajador sean al menos tanto como el trabajador hubiera ganado durante el período de pago si el trabajador hubiera sido pagado en el horario apropiado tasa salarial por cada hora trabajada. 20 CFR 655.120, 655.122 (l).

. Job Offer Information 30

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

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

El empleador acuerda pagar a los trabajadores cuando sea debido según la frecuencia divulgada en esta orden de autorización. 20 CFR 655.122 (m).

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 31

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - ABANDONO DE EMPLEO O TERMINACIÓN POR CAUSA

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

Si un trabajador abandona voluntariamente el empleo antes del final del período del contrato, o es despedido por causa justificada, el empleador no es responsable de proporcionar o pagar los gastos de transporte y subsistencia posteriores de ese trabajador, y ese trabajador no tiene derecho a la garantía de tres cuartos, si el empleador notifica al Departamento de Trabajo y, si corresponde, al Departamento de Seguridad Nacional, por escrito o por cualquier otro método especificado por el Departamento de Trabajo o el Departamento de Seguridad Nacional en el Registro Federal, a más tardar 2 días hábiles después de que ocurra el abandono o la terminación. Se considerará que un trabajador ha abandonado el contrato de trabajo si el trabajador no se presenta a trabajar a la hora y lugar programados regularmente durante 5 días hábiles consecutivos sin el consentimiento del empleador. 20 CFR 655.122 (n).

. Job Offer Information 32

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

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

El empleador acepta hacer todas las deducciones del cheque de pago del trabajador requerido por la ley. Esta oferta de trabajo revela todas las deducciones no requeridas por la ley que el empleador hará del cheque de pago del trabajador y todas esas deducciones son razonables, de acuerdo con 20 CFR 655.122 (p) y 29 CFR parte 531. Los requisitos salariales de 20 CFR 655.120 no se cumplen cuando las deducciones, reembolsos o reembolsos no divulgados o no autorizados reducen el pago del salario realizado al empleado por debajo de los montos mínimos requeridos bajo 20 CFR parte 655, subparte B, o cuando el empleado no recibe dichos montos de forma gratuita y clara porque el empleado planea devolver directa o indirectamente al empleador oa otra persona para beneficio del empleador, la totalidad o parte del salario entregado al empleado. 20 CFR 655.122 (p).

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 33

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - DIVULGACIÓN DEL CONTRATO DE TRABAJO

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

El empleador acuerda proporcionar una copia del contrato de trabajo a un trabajador H-2A a más tardar en el momento en que el trabajador solicita la visa, o a un trabajador en el empleo correspondiente a más tardar el día en que comienza el trabajo . Para un trabajador H-2A que viene al empleador de otro empleador H-2A, el empleador acepta proporcionar una copia del contrato de trabajo a más tardar en el momento en que se hace una oferta de empleo al trabajador H-2A. Se proporcionará una copia del contrato de trabajo a cada trabajador en un idioma que el trabajador entienda, según sea necesario o razonable. En ausencia de un contrato de trabajo escrito separado entre el empleador y el trabajador, los términos requeridos de esta orden de autorización, incluidos todos los Anexos, y la Solicitud H-2A certificada para la Certificación de Empleo Temporal serán el contrato de trabajo. 20 CFR 655.122 (q).

. Job Offer Information 34

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - GARANTÍAS ADICIONALES PARA PEDIDOS DE LIQUIDACIO

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

A. El empleador acuerda proporcionar a los trabajadores referidos a través del sistema de autorización el número de horas de trabajo divulgadas en esta orden de autorización para la semana que comienza con la fecha prevista de necesidad, a menos que el empleador haya modificado la fecha de necesidad al menos 10 días hábiles antes la fecha original de necesidad mediante notificación a la Oficina de retención de pedidos (OHO) por escrito (por ejemplo, notificación por correo electrónico). El empleador entiende que es responsabilidad de la SWA hacer un registro de todas las notificaciones e intentar informar a los trabajadores referidos de la fecha de necesidad modificada de manera expedita. 20 CFR 653.501 (c) (3) (i). Si hay un cambio en la fecha prevista de necesidad, y el empleador no notifica al OHO al menos 10 días hábiles antes de la fecha original de necesidad, el empleador acepta que pagará a los trabajadores elegibles referidos a través del sistema de autorización la tasa especificada de el pago divulgado en esta orden de despacho durante la primera semana a partir de la fecha de necesidad prevista originalmente o proporcionará trabajo alternativo si dicho trabajo alternativo se indica en la orden de despacho. 20 CFR 653.501 (c) (5).
B. El empleador acepta que ninguna extensión del empleo más allá del período de empleo especificado en la orden de despacho lo eximirá del pago de los salarios ya ganados, o si se especifica en la orden de despacho como un término de empleo, proporcionando transporte desde el lugar de empleo, como se describe en el párrafo 7.B anterior. 20 CFR 653.501 (c) (3) (ii).
C. El empleador asegura que todas las condiciones de trabajo cumplan con el salario mínimo federal y estatal aplicable, trabajo infantil, seguridad social, salud y seguridad, registro de contratistas de trabajadores agrícolas y otras leyes relacionadas con el empleo. 20 CFR 653.501 (c) (3) (iii).
D. El empleador acuerda notificar rápidamente a OHO o SWA por correo electrónico y por teléfono inmediatamente después de enterarse de que un cultivo está madurando antes o después, o que las condiciones climáticas, el reclutamiento excesivo u otros factores han cambiado los términos y condiciones de empleo. 20 CFR 653.501 (c) (3) (iv).
E. Si actúa como un contratista de mano de obra agrícola (FLC) o un empleado de contratista de mano de obra agrícola (FLCE) en esta orden de autorización, el empleador asegura que tiene un certificado FLC federal válido o una tarjeta de identificación federal FLCE y, cuando corresponda, cualquier certificado estatal FLC requerido . 20 CFR 653.501 (c) (3) (v).
F. El empleador asegura que los trabajadores de extensión tendrán acceso razonable a los trabajadores en la realización de actividades de extensión de conformidad con 20 CFR 653.107. 20 CFR 653.501 (c) (3) (vii).

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 35

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

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

This seasonal housing is offered to you by the employer during your employment with the company. Because the dwelling unit is furnished without rent as an incident of employment, and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer is entitled to rent for the period from the day after the employee ceases employment until the day that the housing is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. The tenancy may be terminated by notice from either party if given in the following ways: Where the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and where the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

You are required to abide by the following rules:

1. Persons not employed by the company are not allowed to stay at the housing unit.
2. Keep the housing unit clean and free of garbage both inside and out. Place all garbage and household trash in trash cans and trash dumpsters.
3. Do not allow visitors or their children to enter or play in the fields, barns, or around equipment.
4. Be considerate of the neighbors:
a. No loud parties, guests, or late night visitors.
b. No live music or loud radios.
c. Do not drive vehicles faster than 5 mph.
d. Do not discard used vehicle fluids on the ground.
e. No fighting, bickering, arguing, and no weapons.
5. Immediately notify the Farm Manager of any required repairs needed to the housing unit.
6. Know where the fire extinguisher is located. Keep it accessible at all times.
a. Do not discharge it unnecessarily.
b. Notify the manager at any time that it is used.
c. Extinguisher must be kept in the housing unit at all times.
7. Workers are prohibited from disabling smoke detectors. Never remove batteries for any other use.
8. No smoking is permitted inside the dwelling units.
9. No alterations to the housing unit are allowed without the approval of the General Manager.
10. Consumption of alcohol or illegal substances is strictly prohibited on the housing property.
11. Keep housing unit clean and sanitary including kitchen, toilets and showers. Dishes must be washed promptly after use, and trash must be disposed of on a daily basis, in order to aid in pest control.
The housing unit may be inspected at least one time per week by a company inspector to help insure that it is kept in good sanitary condition.
You are responsible for all damages to the housing unit during the time that you live there. You are not responsible for normal wear and tear. Damages that you are responsible for will include, but are not limited to: damaged window and door screens, broken windows, broken furniture, missing furniture, broken doors, bedding, damaged or missing kitchen supplies, missing fire extinguishers, missing smoke detectors and batteries, garbage cans, etc.
Repeated violations of the housing rules may result in termination of your use of the housing supplied by the company as well as termination of your position.

. Job Offer Information 36

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - REGLAS DE LA OCUPACIÓN DE LA VIVIENDA - PARTE 1

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

El empleador le ofrece esta vivienda estacional durante su empleo en la empresa. Debido a que la unidad de vivienda se suministra sin cobrar alquiler como una condición de empleo, y no hay acuerdo sobre la duración del arrendamiento, la duración se determina por los períodos por los cuales se pagan los salarios. Si los salarios se pagan semanalmente o con más frecuencia, entonces el arrendamiento es de semana a semana; Y si los salarios se pagan mensualmente o no se pagan salarios, entonces el arrendamiento es de mes a mes. En el caso de que el empleado deje de trabajar, el empleador tiene el derecho de cobrar renta por el periodo desde el día después de que el empleado deja de trabajar hasta el día en que la vivienda se desocupa a un monto equivalente al monto cobrado por residencias similares situadas en la zona. El arrendamiento podrá ser rescindido mediante notificación de cualquiera de las partes si se da de las siguientes maneras: Cuando el arrendamiento es de mes a mes, con un aviso no inferior a 15 días antes del final de cualquier período mensual; Y donde el arrendamiento es de semana a semana, dando no menos de 7 días de aviso previo al final de cualquier período semanal.

Es requerido que respete la siguientes reglas:
1. No se permite las personas no empleadas por la compañía permanecer en la vivienda.
2. Mantener vivienda limpia y libre de basura adentro y afuera. Colocar toda la basura en botes de basura y contenedores de la basura.
3. No permitir que los visitantes o sus niños entren o juegen en los campos, graneros o alrededor del lugar.
4. Ser respetuosos de los vecinos:
a. Ningunas fiestas ruidosas, huéspedes o visitantes muy tarde en la noche.
b. Ninguna música en vivo o radios ruidosas.
c. No conducir los vehículos más rápido que 5 mph.
d. No desechar los líquidos usados del vehículo en la tierra.
e. Ninguna pelea, disputa, discusión y ningunas armas.
5. Notificar inmediatamente a encargado de la granja de cualquier reparación necesaria a la unidad de alojamiento.
6. Saber dónde se localiza el extinguidor. Mantenerlo accesible siempre.
a. No descargar innecesariamente.
b. Notificar a encargado en cualquier momento que se utilice.
c. El extinguidor se debe mantener en la unidad de alojamiento siempre.
7. Prohíben a los trabajadores incapacitar a los detectores de humo. Nunca quitar las baterías para cualquier otro uso.
8. No se permite fumar dentro de las unidades de vivienda.
9. No se permite ningunas alteraciones a la unidad de alojamiento sin la aprobación del campero.
10. El consumo de alcohol o sustancias ilegales está estrictamente prohibido en la propiedad de vivienda.
11. Mantenga la unidad de vivienda limpia e higiénica, incluyendo la cocina, los baños y las duchas. Los platos deben lavarse inmediatamente después de su uso y la basura debe desecharse diariamente para ayudar a controlar las plagas.

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 37

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

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

Daily individual work assignments, crew assignments, and location of work will be made by and at the sole discretion of the farm manager and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Las tareas diarias de trabajo individual, asignaciones de la cuadrilla, y la ubicación de la obra estarán a cargo y a la exclusiva discreción del administrador de la granja y/o supervisor de la granja de acuerdo a la necesidad que la operación agrícola dicte. Los trabajadores pueden ser asignados a una variedad de funciones en un día determinado y/o tareas diferentes en diferentes días. Se espera que los trabajadores realicen cualquiera de las tareas definidas y trabajen en cualquier tipo de cultivo que le sean asignados por el supervisor del trabajador.

. Job Offer Information 38

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

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

All workers hired under this order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States.

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 39

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

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

Todos los trabajadores contratados bajo esta orden serán requeridos a proporcionar la documentación que acredite la ciudadanía estadounidense o estado legal para trabajar en los Estados Unidos.

. Job Offer Information 40

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

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

SUBSTANCE ABUSE POLICY: The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. Testing may occur pre-hire and may be a part of the interview process.

POLÍTICA DE ABUSO DE DROGAS: Está prohibido el uso o posesión o estar bajo la influencia de drogas ilegales o alcohol durante el tiempo de trabajo. Se puede solicitar a los trabajadores que se sometan a pruebas aleatorias de drogas o alcohol sin costo para el trabajador. El incumplimiento de la solicitud o las pruebas positivas pueden dar lugar a la terminación inmediata. Las pruebas pueden realizarse antes de la contratación y pueden ser parte del proceso de la entrevista.

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 41

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

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

El empleador hará las siguientes deducciones de los salarios de los trabajadores: los impuestos FICA, Medicare e impuestos sobre ingresos que exige la ley; adelantos en efectivo y pago de préstamos; reembolso de los pagos excesivos de los salarios a los trabajadores; el pago de los artículos que el trabajador haya adquirido voluntariamente del empleador; gastos telefónicos de larga distancia; la recuperación de las pérdidas al empleador debido a los daños hechos por el trabajador más allá del desgaste normal por el uso, o la pérdida de equipos o artículos de la vivienda, si se demuestra que el trabajador es responsable. Ninguna deducción que no sea requerida por la ley será hecha que lleve los ingresos por hora de los trabajadores por debajo del salario mínimo federal y el salario mínimo estatal.

. Job Offer Information 42

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

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

The employer will pay the prevailing piece rate in a crop activity for which a piece rate is specified if the DOL determines that a higher piece rate is prevailing in the crop activity in the area of intended employment other than the piece rate specified herein. In the event DOL announces a lower prevailing piece rate in a crop activity for which a piece rate is specified herein the employer reserves the right to pay the lower prevailing piece rate as soon as it is announced by DOL. In order to assure workers fair earnings, the employer may in its discretion temporarily raise the piece rate above the offered piece rate herein or may elect to pay workers at the highest hourly rate when, in the employer's judgment, working conditions are unusually adverse. The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the area of intended employment other than the hourly rate specified herein. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is higher or lower than the AEWR herein, the highest of the adjusted AEWR, the prevailing hourly rate, the agreed upon collective bargaining wage, or the federal or State minimum wage will become the new wage rate. In other words, the wage rate may increase or decrease during the life of this contract by DOL notification of such change. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 43

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

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

El empleador pagará el salario por pieza prevaleciente en una actividad de cultivo donde un salario por pieza haya sido especificado, si el Departamento de Trabajo determina que un salario por pieza más alto prevalece en el área de empleo donde la actividad de cultivo tomará lugar además del salario por pieza especificado en este documento. En el evento que el Departamento de Trabajo anuncie un salario por pieza inferior al que prevalece en una actividad de cultivo donde un salario por pieza ha sido especificado en este documento, el empleador se reserva el derecho de pagar el salario por pieza inferior que prevalezca, tan pronto sea anunciado por el Departamento de Trabajo. Con el fin de asegurar ingresos justos a los trabajadores, el empleador puede, a su discreción, aumentar temporalmente el salario por pieza por encima del salario por pieza ofrecido aquí o puede elegir pagarles a los trabajadores el salario más alto por hora cuando, a juicio del empleador, las condiciones de trabajo sean inusualmente adversas. El empleador aplicará el salario por hora prevaleciente en una actividad de cultivo para la cual un salario por hora haya sido especificado, si el Departamento de Trabajo determina que un salario por hora más alto prevalece en el área de empleo donde la actividad de cultivo tomará lugar, además del salario por hora especificado en este documento. En el evento que el Departamento de Trabajó promulgue un Nuevo Salario por Efectos Adversos, durante el reclutamiento o el periodo del contrato, que sea mayor o menor que el Salario por Efectos Adversos mencionado en este documento, el más alto de los Salarios por Efectos Adversos Ajustado, el salario por hora que prevalezca, el acuerdo sobre la negociación colectiva de salarios, el salario mínimo.

. Job Offer Information 44

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - REGLAS DE LA OCUPACIÓN DE LA VIVIENDA - PARTE 2

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

La unidad de vivienda puede ser inspeccionada al menos una vez por semana por un inspector de la empresa para ayudar a asegurar que se mantiene en buenas condiciones sanitarias.
Usted es responsable de todos los daños a la unidad de alojamiento durante el tiempo que usted vive allí. Usted no es responsable de desgaste normal y de rasgón. Los daños para los cuales usted sea responsable incluyen, pero no se limiten a: daños severos de la ventana y de la puerta, ventanas rotas, muebles rotos, muebles faltantes, puertas rotas, camas, suministros de cocina dañados o faltantes, extinguidores faltantes, detectores de humos y baterías faltantes, latas de basura, etc. Las violaciones repetidas de las reglas de la vivienda pueden resultar en la terminación de su uso de la vivienda suministrada por la compañía así como la terminación de su empleo.

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 45

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - MORE DETAILS ABOUT THE PAY (MÁS DETALLES SOBRE

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

Watermelon Harvesting: Piece rate will be implemented during harvest at the rate of $3.23 per average weight bin of 700 pounds for loading; $3.22 per average weight bin of 700 pounds for unloading; and, $1.25 per average weight bin of 700 pounds for cutting, pulling, or pruning. The piece rate will be evenly split between the workers in each crew for the respective job type that is being performed.

Cosecha de sandía: La tarifa por pieza se implementará durante la cosecha a razón de $ 3.23 por contenedor de peso promedio de 700 libras para la carga; $ 3.22 por contenedor de peso promedio de 700 libras para descargar; y $ 1.25 por contenedor de peso promedio de 700 libras para cortar, tirar o podar. La tarifa a destajo se dividirá uniformemente entre los trabajadores de cada cuadrilla para el tipo de trabajo respectivo que se esté realizando.

Keeping floors, belts, tables and bathrooms cleaned daily is also part of the piece rate. Moving pallets, and building boxes and lids are also a part of the total experience. Rebinning product or dumping product will be paid at an hourly rate.

Mantener los pisos, cinturones, mesas y baños limpios a diario también es parte de la tarifa por pieza. Mover palés y construir cajas y tapas también son parte de la experiencia total. El producto recuperado o el producto de vertido se pagarán a una tarifa por hora.

. Job Offer Information 46

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - MORE DETAILS ABOUT THE PAY (MÁS DETALLES SOBRE

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

Watermelon Harvesting (Minis): Piece rate will be implemented during harvest at the rate of $ .20 per carton or $4.45 per bin for loading; $ .32 per carton or $5.30 per bin for unloading; and, $ .20 per carton or $1.95 per bin for cutting. The piece rate will be evenly split between the workers in each crew for the respective job type that is being performed.

Cosecha de sandía (Minis): La tarifa por pieza se implementará durante la cosecha a razón de $ .20 por caja o $ 4.45 por contenedor para la carga; $ .32 por caja o $ 5.30 por contenedor para descargar; y $ .20 por caja o $ 1.95 por contenedor para cortar. La tarifa por pieza se dividirá uniformemente entre los trabajadores de cada cuadrilla para el tipo de trabajo respectivo que se esté realizando.

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 47

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - MORE DETAILS ABOUT THE PAY (MÁS DETALLES SOBRE

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

Pumpkin Harvesting: Piece rate will be implemented during harvest at the rate of $3.50 per bin for loading; $4.00 per bin for unloading; and, $1.50 per bin for cutting, pulling, or pruning. The piece rate will be evenly split between the workers in each crew for the respective job type that is being performed.
Keeping floors, belts, tables and bathrooms cleaned daily is also part of the piece rate. Moving pallets, and building boxes and lids are also a part of the total experience. Rebinning product or dumping product will be paid at an hourly rate.

Cosecha de calabaza: La tarifa por pieza se implementará durante la cosecha a razón de $ 3.50 por contenedor para la carga; $ 4.00 por contenedor para descargar; y $ 1.50 por contenedor para cortar, tirar o podar. La tarifa por pieza se dividirá uniformemente entre los trabajadores de cada cuadrilla para el tipo de trabajo respectivo que se esté realizando.
Mantener limpios los pisos, cinturones, mesas y baños a diario también es parte de la tarifa por pieza. Mover palés y construir cajas y tapas también forman parte de la experiencia total. El producto recuperado o el producto de dumping se pagarán a una tarifa por hora.

. Job Offer Information 48

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

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

El contrato de trabajo puede rescindirse antes de la fecha de finalización del trabajo especificada en el contrato de trabajo si los servicios de los trabajadores ya no son necesarios por razones ajenas al control del empleador debido a incendios, clima u otro caso fortuito ("Acto de Dios" en ingles) que imposibilita el cumplimiento del contrato, según lo determine el Departamento de Trabajo de los EE. UU. En caso de que se rescinda el contrato de trabajo, el empleador acepta cumplir con la garantía de tres cuartos por el tiempo transcurrido desde la fecha de inicio del trabajo especificada en el contrato de trabajo hasta la fecha de terminación. El empleador también acepta que hará esfuerzos para transferir al trabajador a otro empleo comparable aceptable para el trabajador y consistente con las leyes de inmigración existentes. En situaciones donde la transferencia no se ve afectada, el empleador acuerda devolver al trabajador a expensas del empleador al lugar desde el cual el trabajador, sin tener en cuenta el empleo interviniente, vino a trabajar para el empleador o transportará al trabajador a su próximo empleador certificado H-2. Lo que prefiera el trabajador. El empleador también reembolsará al trabajador el monto total de las deducciones hechas por el empleador del pago del trabajador por los gastos de transporte y subsistencia al lugar de empleo. El empleador también le pagará al trabajador por los gastos de transporte y subsistencia incurridos por el trabajador hasta el lugar de empleo de ese empleador. Los montos que el empleador pagará por los gastos de subsistencia por día son los montos divulgados en esta orden de despacho. El monto del pago de transporte no debe ser menor (y no se requiere que sea mayor) que los cargos de transporte comunes más económicos y razonables para las distancias involucradas. 20 CFR 655.122 (o). El empleador no está obligado a pagar el transporte y la subsistencia diaria desde el lugar de trabajo hasta el lugar de trabajo del empleador posterior si el trabajador ha contratado a un empleador posterior que ha acordado proporcionar o pagar los gastos de transporte y subsistencia del trabajador del lugar de trabajo del empleador actual al lugar de trabajo del empleador posterior. 20 CFR 655.122 (h) (2).

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 49

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

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

V. Valencia Harvesting would like to provide the Chicago NPC with clarification as to its policy regarding pre-hire drug testing and background checks. Furthermore, all testing will be completed solely at the expense of V. Valencia Harvesting.

V. Valencia Harvesting intends to provide a safe work environment for all of its employees. Therefore, V. Valencia Harvesting is conducting the pre-hire screening necessary to reasonably prevent workplace injuries and/or the finding that it was negligent in hiring an individual which created an unnecessary risk to the safety of themselves or others. See Erika Harrell, Bureau of Justice Statistics, U.S. Dep't of Justice, Workplace Violence, 1993-2009, at 1 (2011), http://bjs.ojp.usdoj.gov/content/pub/pdf/wv09.pdf. See also, Stires v. Carnival Corp., 243 F. Supp. 2d 1313, 1318 (M.D. Fla. 2002) ("[N]egligent hiring occurs when … the employer knew or should have known of the employee's unfitness, and the issue of liability primarily focuses upon the adequacy of the employer's pre-employment investigation into the employee's background.").

Employers have a common law duty to exercise reasonable care in hiring to avoid foreseeable risks of harm to employees. Importantly, if an employee engages in harmful misconduct on the job, and the employer has not exercised such care in selecting the employee, the employer may be subject to liability for negligent hiring. As a responsible employer, V. Valencia Harvesting has created a pre-hire process that will screen candidates for drug use and criminal offenses which may create an unreasonable risk to the safe work environment that it seeks to provide for all of its workers.

The nexus that can be drawn between the natures of the job opportunity and the pre-hire screening lies in the crux of the safe work environment and responsible hiring theory. An agricultural employer is required to conduct safety training before an employee can work in the field, and the position requires an abundance of physical labor. Any disregard of the safety requirements within the field, and the physical nature of the position, create an unsafe environment and/or risk of injury if an employee were to report to the job site under the influence of drugs. Not only does an employee that is a habitual drug user pose a threat to their own safety, they pose a threat to the safety of others. In addition to the natural safety risk of an employee that reports to the job site under the influence of drugs, any employee that has a history of violently attacking another individual will pose a risk to the safety of other workers. Thus, V. Valencia Harvesting will inquire into particular offenses that include the violation of laws regarding the use or possession of drugs, sexual-offenses, and any offenses which include physical violence against others.

. Job Offer Information 50

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

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

According to the supervisor's instruction the worker will perform the following tasks – cutting, loading, grading, and unloading of watermelons. This work can require standing, walking, stooping, bending and lifting up to fifty (50) pounds for long periods of time outdoors in all weather conditions. It also includes making important decisions based on size, coloring, and ripeness according to prescribed standards. Workers may be required to turn watermelon vines from drive-rows.

De acuerdo con las instrucciones del supervisor, el trabajador realizará las siguientes tareas: corte, carga, clasificación y descarga de sandías. Este trabajo puede requerir estar de pie, caminar, agacharse, agacharse y levantar hasta cincuenta (50) libras durante largos períodos de tiempo al aire libre en todas las condiciones climáticas. También incluye la toma de decisiones importantes basadas en el tamaño, el color y la madurez de acuerdo con los estándares prescritos. Es posible que se requiera que los trabajadores muevan las vides de sandía de las hileras de transmisión.