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 * Machine Operator

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	7	7	3. Begin Date * 6/24/2022	4. End Date * 11/11/2022

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 *

35	**a. Total Hours**	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	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.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 11 . 99	☑ 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-300-22115-104504 Case Status: Full Certification Determination Date: 05/12/2022 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 75 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 *
3163 Nine Run Road

2. City *	3. State *	4. Postal Code *	5. County *
Screven	Georgia	31560	Wayne

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

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

D. Housing Information

1. Housing Address/Location *
619 Waldo Road

2. City *	3. State *	4. Postal Code *	5. County *
Screven	Georgia	31560	Wayne

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Single Home	1	14

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)* *
Only 7 of available 14 beds will be used on this case. Family housing is not available. Housing is not provided to non-workers. Separate toilet facilities shall be provided by the employer for males and females. Workers who reside in employer provided housing agree to be responsible for maintaining the housing in a neat and clean manner.

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.)*

Housing will be provided with full kitchen facilities for each worker, to prepare and cook their meals.

La vivienda estará provista de cocina completa para cada trabajador, para preparar y cocinar sus comidas.

2. If meals are provided, the employer: *	☑ **WILL NOT** charge workers for such meals.		
	☐ **WILL** charge workers for such meals at	$ _____ . _____	per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Employer will provide transportation to and from the work-site location, at no cost to the workers, on a daily basis. Transportation to the grocery store and laundromat will be provided on a weekly basis or as needed, at no cost to the worker. Employer will make round trips to transport the workers to/from all locations (worksite, housing, grocery, laundry, doctor, etc.)

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.)

The employer will reimburse all travel and subsistence, from the country in which their Visa is issued, after worker arrives to housing or work-site location. After completion of the work contract, the employer will provide transportation reimbursement payment equal to the workers actual transportation cost not to exceed the most economical and reasonable common carrier transportation charges for the distance involved.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 14 . 00	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Applicants will be accepted from all sources. Only applicants that meet all the qualifications on the job order should be referred by the SWA, including availability to work the whole contract, work in inclement weather (rain, heat, cold). In the event the employer receives phone calls, or walk in applicants, employer will inform of requirements and will consider workers based on employers qualifications. Applicants can call Employer Monday through Thursday from 10am to 3pm.

Los solicitantes sern aceptados de todas las fuentes. Slo los solicitantes que cumplan con todos los requisitos en la orden de trabajo deben ser referidos por la SWA, incluyendo la disponibilidad para trabajar todo el contrato, trabajar en condiciones climticas inclementes (lluvia, calor, fro). En el caso de que el empleador reciba llamadas telefnicas, o camine en los solicitantes, el empleador informar de los requisitos y considerar a los trabajadores en funcin de las calificaciones del empleador. Los solicitantes pueden llamar al Empleador de lunes a jueves de 10 a.m. a 3 p.m.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (912) 207-0195	fmrburch@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 §
Burch-Meeks	Joy	
4. Title *		
Grower		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		5/4/2022

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 §
Burch Farms LP	31.516670943833585, -82.01987529249494 Georgia 31560 WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	3616 Nine Run Road Screven, Georgia 31560 WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	31.536955024219207, -82.02174210990906 Georgia 31560 WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	31.528222, -82. 024111 Georgia 31560 WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	31.526176, -82.066049 Georgia 31560 WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	31.526021013082453, -82.06144587964482 Georgia WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	31.530392359244612, -82.06626312687114 Georgia WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	31.542139, -82.069750 Georgia WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	31.51969133926811, -82.06642014796091 Georgia WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	31.51360912788094, -82.0646818842273 Georgia WAYNE		6/24/2022	11/11/2022	7

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-22115-104504 Case Status: Full Certification Determination Date: 05/12/2022 Validity Period: _____ to _____

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

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 §
Burch Farms LP	31.508422915775885, -82.06466042656386 Georgia WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	31.51246536524271, -82.06036320922222 Georgia WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	31.51896838337344, -82.05179086918443 Georgia WAYNE		6/24/2022	11/11/2022	7
Burch Farms LP	31.50188213056962, -82.04967728839976 Georgia WAYNE		6/24/2022	11/11/2022	7

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-22115-104504 Case Status: Full Certification Determination Date: 05/12/2022 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Workers will operate machinery for all work related relating to farming/harvesting of Tobacco, cotton, and peanuts. Workers must be able to have experience and skill in operating heavy/light farm machinery. Workers must have proper driver's license authority to operate company vehicles and equipment. Workers will haul trailers/bins from barns to the farm fields with farm machinery. Work may include but not limited to perform any combination of tasks harvesting, and curing of tobacco, cotton, and peanuts. Workers will perform tasks such as removing weeds around plants and between rows using hoe. Workers will install wraps and ties tobacco plants to overhead wires for support. Break tops and suckers. Loads harvested leaves onto truck or wagon, unloads crop at shed. Takes cured tobacco down from tiers in shed and packs in bundles. Work is performed out of doors sometimes under extreme conditions of heat, cold, and rain. They will also machine harvest the crops. When harvesting season is over at different stages with each crop, the workers will begin the post-harvest duties of preparing/turning soil, digging ditches/rows, pulling irrigation, plastic, and other similar farming duties. Workers will also perform miscellaneous tasks around the farm, including but not limited to, cleanup of work areas, maintenance of work areas, landscaping, and mowing around the farm.

Los trabajadores operarán maquinaria para todo el trabajo relacionado con el cultivo/cosecha de tabaco, algodón y maní. Los trabajadores deben poder tener experiencia y habilidad en el manejo de maquinaria agrícola pesada/liviana. Los trabajadores deben tener la licencia de conducir adecuada para operar los vehículos y equipos de la empresa. Los trabajadores transportarán remolques/contenedores desde los graneros hasta los campos agrícolas con maquinaria agrícola. El trabajo puede incluir, entre otros, realizar cualquier combinación de tareas de cosecha y curado de tabaco, algodón y maní. Los trabajadores realizarán tareas como eliminar las malas hierbas alrededor de las plantas y entre las hileras con una azada. Los trabajadores instalarán envolturas y amarrarán las plantas de tabaco a los cables aéreos como apoyo. Romper tapas y ventosas. Carga las hojas cosechadas en un camión o vagón, descarga la cosecha en el cobertizo. Baja el tabaco curado de los niveles en el cobertizo y lo empaqueta en paquetes. El trabajo se realiza al aire libre, a veces en condiciones extremas de calor, frío y lluvia. También mecanizarán la cosecha de los cultivos. Cuando finaliza la temporada de cosecha en diferentes etapas con cada cultivo, los trabajadores comenzarán las tareas posteriores a la cosecha de preparar/revolver el suelo, cavar zanjas/filas, extraer riego, plástico y otras tareas agrícolas similares. Los trabajadores también realizarán tareas diversas en la granja, que incluyen, entre otras, la limpieza de las áreas de trabajo, el mantenimiento de las áreas de trabajo, el paisajismo y el corte del césped alrededor de la granja.

b. Job Offer Information 2

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

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

Social Security - Non H2A
Federal Tax - Non H2A
State Tax - Non H2A
EARNINGS RECORDS WILL BE MAINTAINED IN ACCORDANCE WITH 655.12(J) THROUGH (M). ON OR BEFORE EACH PAYDAY, EACH WORKER WILL BE GIVEN AN HOURS AND EARNINGS STATEMENT SHOWING THE BEGINNING AND ENDING DATES OF PAY PERIOD, EMPLOYER NAME, ADDRESS, AND FEDERAL IDENTIFICATION NUMBER (FEIN), HOURS OFFERED, HOURS ACTUALLY WORKED, HOURLY RATE AND/OR PIECE RATE OF PAY, AND IF PIECE RATES ARE USED, THE UNITS PRODUCED DAILY. THE HOURS AND EARNINGS STATEMENT WILL ALSO INDICATE TOTAL EARNINGS FOR THE PAY PERIOD AND ALL DEDUCTIONS FROM WAGES.

Our request for leave of absence must be made to the employer in writing. All absences will be counted towards hours offered for the purpose of the ¾ guarantee.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

The employer will only conduct a drug test only if the worker (employee) is in a work-related accident. The drug testing will be at the employers expense. If the worker fails the drug test or refuses the drug testing, this will be probable cause for termination of employment.

El empleador solo llevar a cabo una prueba de drogas solo si el trabajador (empleado) est en un accidente laboral. La prueba de drogas ser a expensas de los empleadores. Si el trabajador no pasa la prueba de drogas o rechaza la prueba de drogas, esto ser causa probable para la terminacin del empleo.

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 - Inbound/Outbound Transportation

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

El empleador reembolsará todos los viajes y manutención, desde el país en el que se emitió su Visa, después de que el trabajador llegue a la vivienda o al lugar de trabajo. Después de la finalización del contrato de trabajo, el empleador proporcionará un pago de reembolso de transporte equivalente al costo de transporte real de los trabajadores sin exceder los cargos de transporte de transporte público más económicos y razonables para la distancia involucrada.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

El empleador proporcionará transporte hacia y desde la ubicación del sitio de trabajo, sin costo para los trabajadores, diariamente. El transporte al supermercado y la lavandería se proporcionará semanalmente o según sea necesario, sin costo alguno para el trabajador. El empleador hará viajes de ida y vuelta para transportar a los trabajadores hacia / desde todos los lugares (lugar de trabajo, vivienda, supermercado, lavandería, médico, etc.)

f. Job Offer Information 6

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

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

FICA taxes, Medicare and Income taxes as required by law, cash advances and repayments of loans, overpayment of wages, charges for any loss to the employer due to the workers damage or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the worker in writing. No state income tax will be deducted. All State and Federal deductions required by law.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

Family housing is not available. Housing is not provided to non-workers. Separate toilet facilities shall be provided by the employer for males and females. Workers who reside in employer provided housing agree to be responsible for maintaining the housing in a neat and clean manner. Before occupancy, housing shall be in compliance with all local, state, and federal standards. Workers residing in employer provided housing are expected to maintain their living quarters to standards posted on the property and shall promptly report problems to the employer. Workers shall cooperate with other workers assigned to same housing in maintaining kitchen, dining, bathroom and living areas in the same general condition the unit was in prior to occupancy. The employer retains possession and control of the employee provided housing at all times. Workers provided housing under the terms of this job order shall vacate the housing promptly upon termination of employment.

Vivienda familiar no está disponible para gente que no trabajan. Instalaciones de aseo serán proporcionadas por el patrono para machos y hembras. Los trabajadores que residen en empleador proporcionado vivienda aceptan ser responsable para el mantenimiento de la vivienda de una manera aseada y limpia. Antes de ocupación, vivienda será conforme a los estándares locales, estatales y federales. Trabajadores que residan en empleador proporcionada vivienda esperan mantener sus viviendas a estándares en la propiedad y deberán reportar con prontitud problemas al empleador. Los trabajadores deberán cooperar con otros trabajadores asignados a la misma vivienda en mantener la cocina, comedor, baño y salón en la misma condición general que la unidad era de antes de la ocupación. El empleador conserva la posesión y el control del empleado proporcionado vivienda en todo momento. Los trabajadores de la vivienda en los términos de esta orden de trabajo deberán desocupar la vivienda inmediatamente a la terminación del empleo.

h. Job Offer Information 8

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

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

Driving Requirement
If a worker drives a company vehicle during the period of employment then at the time of operating the company vehicle the driver must possess a valid driver's license issued by a U.S. state or foreign equivalent and operate the company vehicle in accordance with the license restrictions and vehicle classifications applicable to that license.

Requisito de conducción
Si un trabajador conduce un vehículo de la empresa durante el período de empleo y, al momento de operar el vehículo de la empresa, el conductor debe poseer una licencia de conducir válida emitida por un
Estado de EE. UU. O equivalente en el extranjero y opere el vehículo de la empresa de acuerdo con las restricciones de licencia y las clasificaciones de vehículos aplicables a esa licencia.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Job Requirements – Safety

Workers must be constantly alert and adhere to all safety rules as instructed by the supervisor. Workers must take care to handle tools, equipment and product in a manner to avoid injury or damage. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday on or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used nor kept on the employer's premises. With the exception of the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work or when authorized by the person in charge. Workers must use toilet and handwashing facilities and practice good personal hygiene. Raise safety and health concerns with the employer. Use of personal electronic devices, including cell phones is generally not permitted during working hours. No firearms or other weapons may be brought onto the employer's premises, housing or work sites at any time. Harassing behavior or actions that create a work environment that is intimidating, hostile, abusive or offensive will subject an employee to disciplinary action, up to and including immediate discharge. Threatening, intimidating, coercing or otherwise interfering with the performance of fellow employees is prohibited. Workers may not engage in horseplay, scuffling, or throwing things during work hours. Workers may be discharged for fighting on the employer's premises. If you are hurt on the job, tell your supervisor immediately. Drink water often on hot days.

j. Job Offer Information 10

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

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

Requisitos laborales: seguridad

Los trabajadores deben estar constantemente alerta y cumplir con todas las reglas de seguridad según las instrucciones del supervisor. Los trabajadores deben tener cuidado de manipular las herramientas, el equipo y el producto de manera que se eviten lesiones o daños. No se permite el uso o posesión de alcohol o drogas ilegales durante el horario de trabajo o durante cualquier día de trabajo antes de que se complete el trabajo para ese día (como durante los períodos de comida o de descanso). Los trabajadores no pueden presentarse a trabajar bajo la influencia del alcohol o drogas ilegales. No se pueden usar ni guardar drogas ilegales en las instalaciones del empleador. Con la excepción de la vivienda asignada al trabajador, los trabajadores no pueden ingresar a las instalaciones del empleador en horarios que no sean los horarios en que el empleado está programado para trabajar o cuando lo autorice la persona a cargo. Los trabajadores deben usar los baños y las instalaciones para lavarse las manos y practicar una buena higiene personal. Plantee preocupaciones de seguridad y salud con el empleador. El uso de dispositivos electrónicos personales, incluidos teléfonos celulares, generalmente no está permitido durante el horario laboral. No se pueden traer armas de fuego u otras armas a las instalaciones, la vivienda o los lugares de trabajo del empleador en ningún momento. El comportamiento o las acciones de acoso que crean un ambiente de trabajo intimidante, hostil, abusivo u ofensivo someterán al empleado a una acción disciplinaria, hasta e incluyendo el despido inmediato. Está prohibido amenazar, intimidar, coaccionar o interferir de cualquier otra forma con el desempeño de los compañeros de trabajo. Los trabajadores no pueden participar en juegos bruscos, peleas o tirar cosas durante las horas de trabajo. Los trabajadores pueden ser despedidos por pelear en las instalaciones del empleador. Si se lesiona en el trabajo, informe a su supervisor de inmediato. Beba agua con frecuencia en los días calurosos.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

Work Rules

The following rules are intended to provide standards of conduct expected of workers employed under this job order. Violations of these rules or other lawful, job-related employer requirements will be considered grounds for termination. In cases of less serious violations, penalties such as suspension without pay for up to three (3) days based on the supervisor's consideration of the degree of the infraction, the worker's prior record and other relevant factors for the purpose of considering if the worker is able and/or willing to do the job will be imposed. Workers are expected to comply with ALL rules related to discipline, attendance, work quality/quantity and the care/maintenance of all property.

1. Workers must be able to maintain the quality and quantity of work needed to complete the requirements of the job at all times. Workers may not misrepresent the quantity or quality of work performed.
2. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used nor kept on the employer's premises.
3. Excessive absences or tardiness is not permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period. Excessive tardiness is defined as unexcused arrival for work after the regularly scheduled time for three consecutive days or late for five unexcused days within a 30-day period. Job abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five consecutive working days without the consent of the employer.
4. Workers are expected to maintain their living quarters to standards posted on the property and shall promptly report problems to employer. Workers shall cooperate with other workers assigned to the same housing in maintaining kitchen, dining, bathroom and living areas in the same general condition the unit was in prior to occupancy.
5. Workers living in employer-provided housing that are assigned bunk beds may not separate nor move bunk beds.
6. Workers living in employer-provided housing may not cook in sleeping rooms or any other non-kitchen areas.
7. Workers may not repeatedly drop paper, cans, bottles or other trash in fields, packinghouses or housing areas. Trash and waste receptacles must be used.
8. Except for the worker's assigned housing and/or work area/field, workers may not enter employer's premises without authorization by the person in charge.
9. Except for the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work.
10. Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer.
11. Workers may not abuse/extend break periods which may be provided or take unauthorized breaks from work.
12. Workers may not engage in horseplay, scuffling, throwing things, wasting time, or loitering during work hours.
13. Workers may not post nor remove any notices, signs, or other instructions from the employer's property.
14. Workers may be discharged if they steal from fellow workers or from the employer.
15. Workers may not falsify personnel, medical, production or other work-related records.

l. Job Offer Information 12

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

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

16. No children allowed on any farm property. This will be a cause for automatic dismissal.
17. Workers may not willfully abuse or destroy any machinery, equipment, tools, or other property belonging to the employer or other employees.
18. After completion of the introductory period, workers are to keep up with agricultural equipment and not detrimentally affect another workers productivity. Workers may not deliberately restrict production.
19. Employer will conduct drug test at employer's expense if accident occurs during work hours. Denial or failure of drug test results in termination of employment.
20. Workers may not disregard instructions of the employer or designated employees.
21. Workers may not interrupt other workers rest/sleep periods by excessive or unnecessary noise or commotion.
22. Workers may not have guests in employer-provided housing past 10:00pm, except on Saturday, not past 12:00am midnight. Workers and/or their guests may not engage in indecent, immoral, or illegal conduct at any time on the employer's premises.
23. Repeated failure to follow instructions, obey safety requirements, and equipment and vehicle operation instructions may result in termination.
24. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to picking standards, or rough handling of produce may be terminated.
25. No firearms or other weapons may be brought onto the employer's premises, housing, or worksites at any time. This is cause for immediate termination.
26. Use of personal electronic devices, including cell phones, is not permitted during working hours.
27. In the event that the employer issues electronic badges for timekeeping and/or piece rate tabulation, workers must keep badges in their possession at all times during work hours.
28. Workers may be discharged for fighting on the employer's premises.
29. Harassing behavior or actions that create a work environment that is intimidating, hostile, abusive, or offensive will subject an employee to disciplinary action, up to and including immediate discharge.
30. Threatening, intimidation, coercing or otherwise interfering with the performance of fellow employees is prohibited.
31. No jewelry, bracelets, watches, earrings, belly rings, except wedding bands are allowed.

Failure to comply with the above work rules may result in termination/discharge. If you do not understand any of the above rules, ask your supervisor for an explanation.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

REGLAS DE TRABAJO

Las siguientes reglas se hicieron con el propósito de proporcionar estándares de la conducta esperada de las trabajadoras empleadas bajo este contrato. La violación de estas reglas u otros requerimientos legales del patrón que estén relacionadas al trabajo serán determinantes para su terminaci6n. En casos de menor violaci6n, las trabajadoras serán penalizados con una suspensión de su trabajo hasta par tres {3) días, según la consideración del supervisor del nivel de la infracci6n, el historial del trabajador y otros factores relevantes al propósito de considerar si el trabajador es capaz y dispuesto a hacer el trabajado. Se espera que las trabajadoras cumplan con TODAS las reglas relacionadas con la disciplina, atenci6n, calidad/cantidad de trabajo, así coma el cuidado/mantenimiento de la propiedad.

1. Los trabajadores deben ser capaces de mantener la calidad y cantidad de trabajo necesario para completar los requisitos de trabajo todo el tiempo. Los trabajadores no deben alterar la cantidad o calidad del trabajo realizado.
2. No se permite el uso o la posesi6n de alcohol o drogas ilegales durante el tiempo de trabajo o durante cualquier día antes de completar el trabajo para el día de trabajo {así coma durante sus comidas o descansos). Los trabajadores no deberán presentarse bajo la influencia del alcohol o drogas ilegales. No puede usar o guardar drogas ilegales en la propiedad del patrón.
3. Ausencias excesivas o llegadas tarde no se permitirán. Se define “ausencias excesivas” coma tres días consecutivos sin excusa o cinco días consecutivos sin excusa en un periodo de treinta días. Llegadas tardes excesivas se define coma llegar al trabajo sin permiso después el horario regular planeado par tres días consecutivos o /legar tarde par cinco días sin excusa en un periodo de treinta días. El abandono del trabajo se considerará que comienza después de que un trabajador no reporte para el trabajo en el tiempo regularmente programado por cinco días laborables consecutivos sin el consentimiento del patrón
4. Los trabajadores deben mantener sus viviendas según los estándares colocados en la propiedad y reportaran inmediatamente cualquier problema al patrón. Los trabajadores deben cooperar con otros trabajadores asignados a la misma vivienda, y deberían trabajar juntas para mantener la cocina compartida, el comedor, el barrio, y la sala a la condici6n general en el cual estuvo la vivienda antes de ser ocupada.
5. Los trabajadores que vivan en viviendas del patrón, se les asignarán literas, las cuales no deberán separar o mover.
6. Los trabajadores que vivan en viviendas del patrón no podrirla cocinar en los dormitorios de en otras áreas que no correspondan a la cocina.
7. Los trabajadores no deberán tirar papales, latas, botellas u otras basuras en los campos, en la empacadora o en áreas de vivienda. Deberían usar los botes de basura.
8. Los trabajadores no deberán entrar en la propiedad del patol sin autorización, excepto en sus viviendas asignadas y áreas de trabajo.
9. Los trabajadores no deberán entrar en la propiedad del patrón excepto en sus propias viviendas durante las horas que no trabajen.
10. Los trabajadores no deberán empezar su trabajo antes de lo planeado ni continua, su trabajo después de la hora de terminar a menos que el patrón lo autorice.

n. Job Offer Information 14

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

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

11. Los trabajadores no deberán abusar de sus periodos de descanso. No se tomarán descansos que no sean autorizados.
12. Los trabajadores no deberán jugar, pelear, tirar cosas, perder el tiempo o vagar durante las horas de trabajo.
13. Los trabajadores no podrán pegar o quitar alguna nota, letrero u otras instrucciones de la propiedad del patrón.
14. Los trabajadores podrán ser despedidos si roban a sus compañeros de trabajo o al patrón.
15. Los trabajadores no podrán falsificar ningún documento personal, medico, de producción u otro documento relacionado con su empleo.
16. No se permitan niños en la propiedad de trabajo o viviendas. Es una causa para el despido automático.
17. Los trabajadores no deberán abusar o destruir a propósito alguna maquinaria, equipo, herramientas, u otra propiedad que le pertenezca al patrón o a otros empleados.
18. Después de completar el periodo introductorio, los trabajadores deben trabajar tan rápido como equipo agrícola y no afectar negativamente la productividad de ellos. Los trabajadores no pueden restringir la producción deliberadamente.
19. El empleador realizará pruebas de drogas a cargo de los empleadores si ocurre un accidente durante las horas de trabajo. La negación o el fracaso de los resultados de las pruebas de drogas en la terminación del empleo.
20. Los trabajadores no deben ignorar las instrucciones del empleador ni de los empleados designados.
21. Los trabajadores no pondrán interrumpir los periodos de descanso/periodos con excesivo ruido o alboroto.
22. Los trabajadores no podrán recibir visitas después de las 10:00pm de la noche durante la semana. En los sábados si permite la visita hasta las 12:00am de la noche en la vivienda del patrón. Los trabajadores y sus visitantes no deberían realizar actividades indecentes, inmorales o ilegales dentro de las instalaciones del patrón.
23. Dejar de seguir las instrucciones constantemente, obedecer requerimientos de seguridad, a instrucciones para operar equipo o vehículos puede resultar en despedido.
24. Cualquier trabajador que constantemente impida el progreso del grupo por estar atrasado, salir temprano, no rigiendo rigurosamente a las normas de cosecha o manipulando bruscamente los productos puede ser despedido.
25. No se permite traer armas de fuego o de otro tipo a la propiedad del patrón vivienda o sitios de trabajo, nunca. Es causa de despedida inmediata.
26. No se permite usar ningún artículo electrónico personal, incluyendo teléfonos celulares, durante las horas de trabajo.
27. En caso de que el empleador les entregue a los trabajadores una plaque para mantener sus horas y/o recordar las tarifas por pieza (contrato), los trabajadores deben guardar las placas en su posesión todo el tiempo durante las horas de trabajo.
28. Los trabajadores pueden ser despedidos por pelear en la propiedad del empleador.
29. Comportamiento de acoso o acciones que crean un ambiente de trabajo intimidante, hostil, ofensivo o abusivo someterán a un empleado a una acción disciplinaria, hasta el punto de incluir su despido inmediato.

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 - Work Rules - Spanish - Part 3

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

30. Se prohíbe amenazar, intimidar, coaccionar o de alguna manera interferir con el rendimiento de sus compañeros de trabajo.
31. No se permite joyas, relojes, pendientes, anillos del vientre, con excepción de la alianza de boda.
LOS QUE NO SIGAN LAS REGLAS DE TRABAJO Y MENCIONADOS PUDEN SER DESPEDIDOS. SI NO ENTIENDE CUALQUIERA DE LAS REGLAS YA MENCIONADOS, PIDALE A SU SUPERVISOR UN EXPLICACION.

p. Job Offer Information 16

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

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

PROHIBITIONS AGAINST EMPLOYEES PAYING FEES: The employe 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 agent, fees, application fees, or recruitment costs, as prohibed 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.
CONTRACTS WITH THIRD PARTIES COMPLY WITH PROHIBITIONS: The employer has contractually forbidden any foreign labor contractor or recruiter, if any, whom the employer engages, either directly or indirectly, in international recruitment of H-2A applicants to seek or receive payments from prospective employees, except as provided for in Department of Homeland Security regulations at 8 CFR § 214.2(h)(5)(xi)(A). Likewise, all employees are prohibited from collecting any money or other thing(s) of value from prospective employees or current employees in order for the payor to work for the employer. This employer has zero tolerance for prohibited payments. Employees should report to the employer immediately the name of any person seeking to collect a prohibited payment and the amount sought. Any employee found to have collected a prohibited payment will be required to reimburse the injured party immediately and will be terminated from employment. An employee cannot be discriminated against or discharged for reporting a prohibited payment.
I agree to abide by the terms of the Prohibited Fees Guarantee.

PROHIBICIONES CONTRA LOS EMPLEADOS QUE PAGAN HONORARIOS: El empleado y sus agentes no han buscado ni recibido pago de ningún tipo de ningún empleado sujeto a 8 U,S,C, § 1188 por ninguna actividad relacionada con la obtención de la certificación laboral H-2A, incluido el pago de la agente del empleador, honorarios, honorarios de solicitud o costos de contratación, según lo prohibido por 20 CFR § 655.135(j). Los costos que son responsabilidad y principalmente en beneficio del trabajador, como las tarifas de pasaporte exigidas por el gobierno, no están incluidos en esta prohibición.
LOS CONTRATOS CON TERCEROS CUMPLEN CON LAS PROHIBICIONES: El empleador ha prohibido contractualmente a cualquier contratista o reclutador de mano de obra extranjera, si lo hubiera, a quien el empleador contrate, ya sea directa o indirectamente, en el reclutamiento internacional de solicitantes H-2A para buscar o recibir pagos de posibles empleados, excepto según lo dispuesto en las reglamentaciones del Departamento de Seguridad Nacional en 8 CFR § 214.2(h)(5)(xi)(A). Asimismo, todos los empleados tienen prohibido cobrar dinero u otras cosas de valor de empleados potenciales o empleados actuales para que el pagador trabaje para el empleador. Este empleador tiene tolerancia cero para los pagos prohibidos. Los empleados deben informar al empleador de inmediato el nombre de cualquier persona que busque cobrar un pago prohibido y la cantidad solicitada. Cualquier empleado que haya cobrado un pago prohibido deberá reembolsar a la parte lesionada de inmediato y será despedido de su empleo. Un empleado no puede ser discriminado o despedido por informar un pago prohibido.
Acepto cumplir con los términos de la Garantía de Tarifas Prohibidas.