



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

A. Job Offer Information

1. Job Title * Farm Workers and Laborers, Crop							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	60	60	3. Begin Date * 8/15/2022	4. End Date * 11/15/2022			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
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
							a. 8 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 2 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *	8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$		
\$ 15.66		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$ 00.78		bushel		
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): N/A							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) The employer will make the following deductions: Social Security Tax and Federal Income Tax Withholding as required by Federal, State, and Local law. Spanish Version: El empleador har las siguientes deducciones: Impuesto del Seguro Social y Retencion del Impuesto Federal sobre la Renta segun lo requieran las leyes federales, estatales y locales.							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) *			
See Addendum C			

C. Place of Employment Information

1. Address/Location *			
6222 Lake Road			
2. City *	3. State *	4. Postal Code *	5. County *
Sodus	New York	14551	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? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
6152 Lake Road			
2. City *	3. State *	4. Postal Code *	5. County *
Sodus	New York	14551	Wayne
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Mobile Homes		7	40
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
The employer will provide housing without charge to the worker. Workers should maintain housing in a neat, clean manner. Family housing is not available and is not a prevailing practice in area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)
Employer will provide free, convenient and fully equipped cooking and kitchen facilities with refrigerator, stove, pots, pans, utensils, and counter space to workers living in employer provided housing, which will enable workers to prepare their own meals. Employer will also provide transportation once per week to go to the stores.

Provision of Meals and Transportation: Spanish Version:

El empleador proporcionar instalaciones de cocina y cocina gratuitas, convenientes y totalmente equipadas con refrigerador, estufa, ollas, sartenes, utensilios y espacio de mostrador a los trabajadores que viven en viviendas proporcionadas por el empleador, lo que permitir a los trabajadores preparar sus propias comidas. El empleador tambien proporcionar transporte una vez por semana para ir a las tiendas.

2. If meals are provided, the employer: *

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

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

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *

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

See Addendum C

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

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

For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for cost incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment.

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



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G. Referral and Hiring Instructions

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

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

Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this clearance order before contacting the employer or seeking a referral. Only workers meeting ALL qualifications for employment, who are eligible, authorized, able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed should contact or be referred to the employer. Referrals will be accepted directly from applicants, walk-ins, gate hires, State Workforce Agencies (SWA) and other sources. SWA should thoroughly familiarize each applicant with the job specifications and terms and conditions of employment before a referral is made. All referrals are to be made to Alex Perez at 269-858-8487, Monday, Wednesday, and Friday between 10:00 am and 2:00 pm or anytime through email at alexandra.perez@perezcompanies.com. Or, contact the NYS SWA at 1-877-466-9757. Persons seeking employment in this position must be available for the entire period requested by the employer.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (269) 858-8487	alexandra.perez@perezcompanies.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? *	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
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I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. Transportation to Place of Employment (Inbound)

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. Transportation from Place of Employment (Outbound)

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



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If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).



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11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.
- If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).
- For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).
12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).
- The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).
15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:

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

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Perez	Alexandra	
4. Title *		
Managing Member		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		6/8/2022

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.



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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Apples	\$ 15 66	Hour	\$0.78 per bushel
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Lake Breeze Fruit Farms	5764 Lake Road Sodus, New York 14551 WAYNE		8/15/2022	11/15/2022	60
Lake Breeze Fruit Farms	5463 Lake Road Williamson, New York 14589 WAYNE		8/15/2022	11/15/2022	60



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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 *
Mobile Homes	7580 North Centenary Road Sodus, New York 14551 WAYNE	The employer will provide housing without charge to the worker. Workers should maintain housing in a neat, clean manner. Family housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower and sleeping rooms will be provided.	3	18	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Duplex House	5663 Lake Road Sodus, New York 14551 WAYNE	The employer will provide housing without charge to the worker. Workers should maintain housing in a neat, clean manner. Family housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower and sleeping rooms will be provided.	2	12	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Mobile Home	5431 Lake Road Sodus, New York 14551 WAYNE	The employer will provide housing without charge to the worker. Workers should maintain housing in a neat, clean manner. Family housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower and sleeping rooms will be provided.	1	6	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
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					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will perform general tasks associated with orchard production to include but not limited to: plant, cultivate and harvest fruits, cleaning and maintenance of fields and equipment, prune trees. Use hand tools including, but not limited to: pruners, shovels, hoes and knives. Pick, cut, lift, or pull crops. Grade, size and field pack product. Take care to prevent damaging produce and trees. Use/handle ladders up to 20ft in length and weighing up to 60 lbs. Must be able to maneuver ladders on steep and uneven terrain.</p> <p>Tree Training: hoeing, tree painting. Tie/position trees and limbs, together and to trellises, using string, tape, wire or other fasteners and supports. Thinning: hand thin to control size and quality of fruit. Remove fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. Must accurately identify and remove misshapen, damaged or otherwise unmarketable fruit. Pruning: Hand pruning based on fruit variety. Use manual and mechanized pruning tools and equipment. Identify and remove stubs or broken branches, downward-growing branches, branches rubbing against each other, shaded interior branches, dead wood and shoots-suckers. Use/handle ladders up to 20 ft in length and weighing up to 60 lbs. Harvest: spot and/or strip pick fruit based on seasonal need. Snap fruit off trees with thumb and palm of hand to avoid stem pulls, punctures, bruising, or other damage. Pick culls and peelers. Fill fruit buckets and place fruit in bins. Work will include bin patching and tagging. Follow supervisor/foreman's instructions on color/size requirements. Must be able to differentiate between colors and fruit varieties accurately. Load/unload product. Keep material and product records accurately. Supervisors will explain and demonstrate picking requirements to all workers at the start of the season and as needed thereafter to ensure quality standards. Bruised or damaged fruit will be noted by supervisor(s) in a post-inspection quality report. Supervisors may issue written disciplinary notice to workers with a significant number of culls, bruised, or damaged fruit. Repeated failure to follow quality control instructions may result in disciplinary action up to and including termination.</p> <p>Work is done in the field for long periods of time. Workers may assist in handling product weighing up to 60 lbs and lifting to a height of 5 feet. Workers must work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking. Work required in fields when plants are wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Temperatures from fields during work hours can range from 10 to over 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations. Assist with orchard maintenance and repairs. Root and rock pick-up. Allergies to ragweed, goldenrod, honey bees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Workers must operate agricultural equipment safely, with or without direction. Workers should be able to do the work required with or without reasonable accommodations.</p>			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This type of work involves working conditions that require tremendous stamina and a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain or snow. The work requires a high level of physical conditioning. Workers must work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking. Workers may be required to work in occasional showers not severe enough to stop field operations. Due to the type of work involved, there is a probationary period of five (5) days beginning with the first day of employment, to show possession of the requisite physical strength and endurance to perform this type of work. Employer reserves the right to discharge an obviously unqualified worker, malingering or recalcitrant worker who is physically able but is unwilling to perform the work necessary or for any other lawful reason.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters and the employer's work site and return, without cost to the worker. Employer will have free transportation available for workers not residing in the employer's provided housing. Workers will be transported to the work site from a designated daily job reporting site and at the end of the work day they will be transported back to the reporting site.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - New York State Specific Assurances
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 3. Housing for Workers: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law. Therefore, the employer may NOT require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for the damage. 12. Frequency of Pay: Article 6 of the NYS Labor Law, section 191.1a, requires that employer pay wages weekly to manual workers (farmworkers are manual workers) no later than 7 calendar days after the end of the week in which wages are earned. Therefore, manual workers can be paid weekly or biweekly (up to date; where all days, including payday hours are paid.) Deductions from Worker's Pay: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law. Therefore, the employer may NOT make any other deductions NOT required by law. Additional Assurances: Per the Farm Laborer Fair Labor Protections Act, effective January 1, 2020, all farmworkers, including H-2A foreign guest workers, will earn one and a half times the regular rate for all hours worked over 60, and for any hours voluntarily worked on a workers day of rest. NYS Labor Law, section 201g requires that employers adopt a sexual harassment prevention policy. Interactive training and a copy of the written policy must be provided to all workers. The policy must be provided in the language spoken by the workers. Per the New York Paid Sick Leave Law, all employees must be provided sick leave as applicable. Hours earned (up to a prescribed maximum) are rolled over from year to year for seasonal workers. - Employers with 4 or fewer employees and a net income of less than 1 million in the prior tax year must provide employees with up to 40 hours of unpaid sick leave per year. - Employers with between 5 and 99 employees and employers with 4 or fewer employees and a net income of greater than 1 million in the prior tax year must provide each employee with up to 40 hours of paid sick leave per year. - Employers with 100 or more employees will provide up to 56 hours of paid sick leave per year.			



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - NYS Specific Assurances: Spanish Version
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>3. Vivienda para trabajadores: El artículo 6 de la Ley Laboral de NYS, secciones 193.1 y 193.2, prohíben a un empleador deducir dinero, ya sea a través de la deducción de nómina o por transacción separada, cualquier cantidad o cargo que no esté autorizado por la ley laboral de NYS. Por lo tanto, el empleador NO puede exigir a los trabajadores que les reembolsen por los daños causados a la vivienda por el trabajador individual (s) que se encuentren que han sido responsables del daño.</p> <p>12. Frecuencia de pago: El artículo 6 de la Ley Laboral de NYS, sección 191.1a, requiere que el empleador pague salarios semanalmente a los trabajadores manuales (los trabajadores agrícolas son trabajadores manuales) a más tardar 7 días calendario después del final de la semana en la que se ganan los salarios. Por lo tanto, los trabajadores manuales pueden recibir pagos semanales o quincenales (actualizados; donde se pagan todos los días, incluidas las horas de día de pago).</p> <p>Deducciones del salario del trabajador: El Artículo 6 de la Ley Laboral de NYS, secciones 193.1 y 193.2, prohíbe a un empleador deducir dinero, ya sea a través de la deducción de nómina o por transacción separada, cualquier cantidad o cargo que no esté autorizado por la ley laboral de NYS. Por lo tanto, el empleador NO puede hacer ninguna otra deducción NO requerida por la ley.</p> <p>Garantías adicionales:</p> <p>Según la Ley de Protección Laboral Justa para Trabajadores Agrícolas, a partir del 1 de enero de 2020, todos los trabajadores agrícolas, incluidos los trabajadores extranjeros invitados H-2A, ganarán una vez y media la tarifa regular por todas las horas trabajadas mayores de 60 años, y por cualquier hora trabajada voluntariamente en un día de descanso de los trabajadores.</p> <p>La Ley Laboral de NYS, sección 201g requiere que los empleadores adopten una política de prevención del acoso sexual. Se debe proporcionar capacitación interactiva y una copia de la política escrita a todos los trabajadores. La pliza debe proporcionarse en el idioma hablado por los trabajadores.</p> <p>De acuerdo con la Ley de Licencia por Enfermedad Pagada de Nueva York, todos los empleados deben recibir licencia por enfermedad según corresponda. Las horas ganadas (hasta un máximo prescrito) se pasan de un año a otro para los trabajadores estacionales.</p> <p>- Los empleadores con 4 o menos empleados y un ingreso neto de menos de 1 millón en el año fiscal anterior deben proporcionar a los empleados hasta 40 horas de licencia por enfermedad no remunerada por año.</p> <p>- Los empleadores con entre 5 y 99 empleados y los empleadores con 4 o menos empleados y un ingreso neto de más de 1 millón en el año fiscal anterior deben proporcionar a cada empleado hasta 40 horas de licencia por enfermedad pagada por año.</p> <p>- Los empleadores con 100 o más empleados proporcionarán hasta 56 horas de licencia por enfermedad pagada por año.</p>			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements: Spanish
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Este tipo de trabajo implica condiciones de trabajo que requieren una enorme resistencia y un alto nivel de actividad física en condiciones frías o extremadamente calientes en la luz solar directa y en climas adversos como lluvia o nieve. El trabajo requiere un alto nivel de acondicionamiento físico. Los trabajadores deben trabajar de pie en posiciones dobladas durante largos períodos de tiempo. El trabajo requiere movimientos repetitivos y caminar extensamente. Los trabajadores pueden estar obligados a trabajar en duchas ocasionales no lo suficientemente graves como para detener las operaciones de campo. Debido al tipo de trabajo involucrado, hay un período de prueba de cinco (5) días comenzando con el primer día de empleo, para mostrar la posesión de la fuerza física necesaria y la resistencia para realizar este tipo de trabajo. El empleador se reserva el derecho de despedir a un trabajador obviamente no calificado, malingero o trabajador recalcitrante que sea físicamente capaz pero no está dispuesto a realizar el trabajo necesario o por cualquier otra razón legal.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation: Spanish Version
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Para los trabajadores contratados ms all de la distancia de viaje normal, despues de completar el 50 por ciento del perodo del contrato de trabajo, el empleador reembolsar al trabajador los costos incurridos por el trabajador por el transporte y la subsistencia diaria, segn lo exigen las regulaciones del DOL, desde el lugar desde el cual El trabajador havenido a trabajar para el empleador al lugar de empleo. El transporte entrante ser reembolsado sobre la base de no menos que los cargos ms economicos y razonables por la distancia involucrada. Si el trabajador completa el perodo del contrato de trabajo, o es despedido sin causa, el empleador proporcionar o pagar el transporte y la subsistencia diaria del trabajador desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo intermedio, vino a trabajar para el empleador, o, si el trabajador ha contratado a un empleador posterior que no ha acordado en ese contrato proporcionar o pagar el transporte de los trabajadores y los gastos de subsistencia diarios desde el lugar detrabajo de los empleadores hasta el lugar de trabajo de dichos empleadores, el empleador proporcionar o pagar tales gastos; excepto que, si el trabajador ha contratado un empleo con un empleador posterior que, en ese contrato, ha acordado pagar eltransporte de los trabajadores y los gastos diarios de subsistencia desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador no est obligado a proporcionar o pagar para tales gastos.</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation: Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The inbound transportation will be reimbursed on the basis of no less than the most economical and reasonable charges for the distance involved. If the worker completes the work contract period, or is terminated without cause, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract has agreed to pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer is not required to provide or pay for such expenses.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions: Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Los solicitantes deben familiarizarse a fondo con las especificaciones del trabajo y los trminos y condiciones de empleo en esta orden de autorizacin antes de contactar al empleador o buscar una referencia. Solo los trabajadores que cumplan con TODAS las calificaciones para el Empleo, que sean elegibles, autorizados, capaces, dispuestos y calificados para realizar el trabajo, con o sin adaptaciones razonables, que sean elegibles para el empleo en los Estados Unidos y que estn disponibles en ese momento y lugar necesario debe contactar o ser remitido al empleador. Las referencias sern aceptadas directamente de los solicitantes, sin cita previa, contrataciones, agencias de la fuerza laboral estatal (SWA) y otras fuentes. SWA debe familiarizar completamente a cada solicitante con las especificaciones del trabajo y los trminos y condiciones de empleo antes de que se haga una referencia. Todas las referencias deben hacerse a Alex Perez 269-858- 8487 de lunes, miercoles, y viernes de 10:00 a.m. a 2:00 p.m. O bien, comunquese con el SWA de NYS al 1-877-466-9757. Las personas que buscan empleo en esta posicin deben estar disponibles durante todo el perodo solicitado por el empleador.			

j. Job Offer Information 10

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation: Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Para los trabajadores que residen en la vivienda del empleador, el empleador proporcionar transporte entre las viviendas del trabajador y el lugar de trabajo del empleador y regresar sin costo para el trabajador, el empleador tendr transporte gratuito disponible para los trabajadores que no residen en la vivienda del empleador, los trabajadores sern transportados al sitio de trabajo desde un sitio de informes de trabajo diario designado y al final de la jornada laboral sern transportados de regreso al sitio de informes.			



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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties: Spanish Version
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Los trabajadores realizarn tareas generales asociadas con la produccin de huertos para incluir, entre otras: plantar, cultivar y cosechar frutos, limpiar y mantener los campos y equipos, podar rboles. Use herramientas manuales que incluyen, entre otras: podadoras, palas, azadas y cuchillos. Recoger, cortar, levantar o tirar de cultivos. Producto de grado, tamao y paquete de campo. Tenga cuidado de evitar que los productos y rboles se daen. Utilice /manejo escaleras de hasta 20 pies de longitud y un peso de hasta 60 libras. Debe ser capaz de maniobrar escaleras en terrenos escarpados y desiguales.</p> <p>Tree Training: azada, pintura de rboles. Ate/coloque rboles y ramas, juntos y enrejados, usando la cuerda, la cinta, el alambre u otros sujetadores y soportes. Adelgazamiento: mano delgada para controlar el tamao y la calidad de la fruta. Retire la flor de la fruta, el brote y/o la fruta identificable del interior de un racimo de otras frutas. Debe identificar y eliminar con precisin la fruta deforme, daada o no comercializable. Poda: Poda a mano a base de variedad de fruta. Utilice herramientas y equipos de poda manuales y mecanizados. Identificar y eliminar trozos o ramas rotas, ramas de crecimiento descendente, ramas frotndose entre s, ramas interiores sombreadas, madera muerta y lechones-ventosas.</p> <p>Use escaleras de hasta 20 pies de longitud y que pesen hasta 60 libras. Cosecha: recoger la fruta en mancha y/o tira en funcin de la necesidad estacional. Rompa la fruta de los rboles con el pulgar y la palma de la mano para evitar tirones del tallo, pinchazos, moretones u otros daos. Pick culls y peladores. Llene los cubos de fruta y coloque la fruta en los contenedores. El trabajo incluir la aplicacin de parches y el etiquetado de contenedores. Siga las instrucciones del supervisor/capa capagrafo sobre los requisitos de color/tamao. Debe ser capaz de diferenciar entre colores y variedades de frutas con precisin. Cargar/descargar producto. Mantenga los expedientes del material y del producto exactamente. Los supervisores explicarn y demostrarn los requisitos de seleccin a todos los trabajadores al comienzo de la temporada y segn sea necesario a partir de entonces para garantizar los estndares de calidad. La fruta magullada o daada ser anotada por el supervisor (s) en un informe de calidad posterior a la inspeccin. Los supervisores pueden publicar el aviso disciplinario escrito a los trabajadores con un nmero significativo de sacrificios, de fruta magullada, o daada. El incumplimiento reiterado de las instrucciones de control de calidad puede dar lugar a medidas disciplinarias hasta la terminacin inclusive.</p> <p>El trabajo se realiza en el campo durante largos perodos de tiempo. Los trabajadores pueden ayudar en el manejo de productos que pesan hasta 60 libras y el levantamiento a una altura de 5 pies. Los trabajadores deben trabajar de pie en posiciones dobladas durante largos perodos de tiempo. El trabajo requiere movimientos repetitivos y caminar extensamente. Trabajo requerido en campos cuando las plantas estn hmedas con roco y lluvia, y puede ser requerido durante lluvia ligera, nieve, vientos moderados, sol directo, alta humedad y temperaturas extremas. Las temperaturas de los campos durante las horas de trabajo pueden variar de 10 a mas de 100 grados F.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties: Spanish Version- continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Los trabajadores pueden ser obligados a trabajar durante las lluvias ocasionales no lo suficientemente severas como para detener las operaciones de campo. Asista con mantenimiento y reparaciones de la huerta. Recogida de races y rocas. Las alergias a la ambrosa, vara de oro, abejas melferas, insecticidas, herbicidas, fungicidas o productos qumicos relacionados pueden afectar la capacidad de un trabajador para realizar el trabajo.</p> <p>Los trabajadores deben operar el equipo agrcola de forma segura, con o sin direccin. Los trabajadores deben poder hacer el trabajo requerido con o sin adaptaciones razonables.</p>			