OMB Approval: 1205-0466
Expiration Date: 9/30/2022

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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crops

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	4	2	3. Begin Date * 10/15/2022	4. End Date * 8/14/2023

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 *

40	**a. Total Hours**	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	0	h. Saturday

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 4 : 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.)

Prepare the soil for planting (including grafting and nursery) and harvesting farinaceous (tuber crops such as tanniers and ginger), vegetables (such as ají dulce and beans) and fruits (such as "pitahaya or dragon fruit). In Puerto Rico, these products are typically cultivated and harvested between mid-October to mid-August, first, to avoid hurricane season and second to accommodate the market opportunities for tropical crops during the winter and spring months. Most of the workdays are spent on one's feet and constant movement outdoors. Workers are rarely in one place as they move from one field to another for any period. Workers must be able to stand, walk uphill and downhill, sit, sloop, squat, kneel, crouch, bend (from the waist) push, pull, reach, lift and carry items weighing in the range of 5 to 75 pounds. Driving and operating passenger vehicles and farm equipment may be requested. The worker may be requested, but not required, to work up to 12 hours per day and/or on the Sabbath or Federal Holidays depending upon the conditions in the fields, weather, and maturity of the crop; in such case, applicable overtime norms will be applied. The manager or supervisor will notify workers at the end of the workday if there is any change in start and time anticipated hours of work for the following day. Regular attendance by all workers during scheduled hours of the workday and /or work period is expected. Unsatisfactory attendance: including reporting late, excessive request to leave before the end of the workday, doing work outside the scope of the H2A Visa, not abiding housing, or transport regulations, etc., may be cause for disciplinary action. Workers must call their manager or supervisor as far in advance as possible prior to the start of the workday if they do not expect to be in on time. Further information on the employer's Attendance Policy in the Employee Handbook.
See Addendum C for Spanish Language.
Ver Adendum C para Español.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 07 . 25	☑ 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-300-22216-397035 Case Status: Full Certification Determination Date: 09/15/2022 Validity Period: _____ to _____

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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.

Ver Addendum C para Espanol.

C. Place of Employment Information

1. Address/Location *
Road 670, Barriada Polvorín

2. City *	3. State *	4. Postal Code *	5. County *
Manatí	Puerto Ricc	00674	Manati

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 *
Campo Alegre Ward Road PR 686

2. City *	3. State *	4. Postal Code *	5. County *
Manati	Puerto Ricc	00674	Manati

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Mixed Materials.	1	2

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

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

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

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

-Employer will furnish free and convenient kitchen facilities with utensils, furniture, and appliances, so workers may prepare their own meals.
-Employer will provide, once a week, free transportation to ensure workers' access to convenience stores or supermarkets where they can purchase groceries.

-El patrono proporcionará instalaciones de cocina gratuitas y convenientes con utensilios, muebles y electrodomésticos, para que los trabajadores puedan preparar sus propias comidas.
-El patrono proporcionará, una vez a la semana, transporte gratuito para garantizar el acceso de los trabajadores a tiendas de conveniencia o supermercados donde puedan comprar comestibles.

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

F. Transportation and Daily Subsistence

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

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

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

G. Referral and Hiring Instructions

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

All applicants will be referred to American Job Center "Manati-Dorado" Barceloneta and job advertisements will be completed in accordance with the Instructions form the National Center. Domestic applicants will contact American Job Center "Manati-Dorado" Barceloneta either by phone 787-884-4055 or in person at Urb. Cataluna Esq. Calle 1 Carr 140 Km 68.1 Barceloneta PR 00617. Employer will be available for telephone interviews upon request at 787-219-2012.

Todos los solicitantes sern referidos al American Job Center "Manati-Dorado" Barceloneta y los anuncios de trabajo se completarn de acuerdo con las Instrucciones del Centro Nacional. Los solicitantes nacionales se comunicarn con American Job Center "Manati-Dorado" Barceloneta por telefono 787-884-4055 o en persona en Urb. Cataluna Esq. Calle 1 Carr 140 Km 68.1 Barceloneta PR 00617. El patrono estar disponible para entrevistas telefnicas a pedido al 787-219-2012.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (787) 219-2012	cmolina.arecibo@gmail.com

4. Website address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☑ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

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

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

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

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

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

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

   A. *Transportation to Place of Employment (Inbound*)

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

   B. Transportation from Place of Employment (Outbound)

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

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

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

C. Daily Transportation

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

D. Compliance with Transportation Standards

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

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

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

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

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

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

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

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

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY**: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

    The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

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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 §
Molina-Rodríguez	Carlos	
4. Title *		
President		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		8/16/2022

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.

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

-Taxes applicable under Federal or State laws.
-Willful destruction of property: employer may, through reasonable deductions within acceptable parameters under FLSA, recoup the cost of any damaged property.
-Other (if workers request internet service the billing will be equally divided among all roommates and may be deducted once a month).

-Impuestos aplicables bajo las leyes federales o estatales.
-Destrucción intencional de la propiedad; el patrono puede, a través de deducciones razonables dentro de los parámetros aceptables bajo la FLSA, recuperar el costo de cualquier daño a la -propiedad.
-Otros (si los trabajadores solicitan servicio de internet la facturación se dividirá por igual entre todos los compañeros de habitación y podrá deducirse una vez al mes).

b. Job Offer Information 2

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

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

It has one (1) bedroom (13’ x 13’), one dining room (9’ x 6’), one kitchen (8’ x 9’), one bathroom (5’ x 8’) and a balcony. It has two exits. It will be fully furnished and equipped. Screens will be placed on windows and doors.

Tiene un (1) dormitorio (13' x 13'), un comedor (9' x 6'), una cocina (8' x 9'), un baño (5' x 8') y un balcón. Tiene dos salidas. Estará totalmente amueblado y equipado. Se colocarán tela metálica (screens) en ventanas y puertas.

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 (*up to 3,500 characters*) *

-The employer will offer transportation at no cost to the worker occupying company housing, to and from the jobsite each workday.
-The use of this transportation is voluntary, and workers are free to use their own method of transportation; no worker will be required to utilize the transportation offered by the employer.

See Addendum C for Spanish Language.

Ver Adendum C para Espanol.

d. Job Offer Information 4

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

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

-For those employees eligible to live in employer-provided housing (a non-local worker who are not reasonably able to return to their residence the same day), the employer will provide transportation from place of recruitment to the place of employment by means of the most economical common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation.

See Addendum C for Spanish Language.

Ver Adendum C en Espanol.

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 Qualifications/Requirements

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

All work performed in outdoor agricultural fields and involves exposure to rain, sun, soil, mud, dust, heat, cold and other natural elements. Workers should come prepared to the farm wearing appropriate clothing and footwear for the environmental and working conditions described. They will be planting, fertilizing, removing weeds, pruning trees, maintaining plantations, and picking or harvesting, germinating seeds, and grafting trees, counting, and packaging farm products. Work entails exposure to soil, plants, insects, and plant materials, such as, but not limited to pesticides and fertilizers. Although not required, workers with a valid driver's license, at sole discretion of the employer, may be assigned the following tasks: Drive vehicles to transport crops, supplies, tools, equipment, fuel, materials, or farm workers. Additionally, although not required, workers may also be assigned to operate and/or maintain equipment used in agricultural production, field maintenance and preparation such as tractors, irrigation equipment, tools, field sanitation equipment, and other commonly used equipment in agriculture and to operate tractors to mow, cultivate, spray weeds, and move bin trailers in the plantation. Workers will be properly trained to use farm equipment and advised on all pesticides and fertilizers according to OSHA standards.

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - B.4 Requisitos Minimos del Trabajo

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

Requisito de levantar 75 lbs.
Exposición a temperaturas extremas.
Empujar o halar extensamente.
Sentarse o caminar mucho.
Agacharse o doblarse con frecuencia.
Movimientos repetitivos.

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 *	Cualificaciones/requisitos del puesto de trabajo

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

Todo el trabajo realizado en campos agrícolas al aire libre e implica la exposición a la lluvia, el sol, el suelo, el barro, el polvo, el calor, el frío y otros elementos naturales. Los trabajadores deben venir preparados a la granja con ropa y calzado adecuados para las condiciones ambientales y de trabajo descritas. Plantarán, fertilizarán, eliminarán malezas, podarán árboles, mantendrán plantaciones y recolectarán o cosecharán, germinarán semillas e injertarán árboles, contarán y empaquetarán productos agrícolas. El trabajo implica la exposición al suelo, las plantas, los insectos y los materiales vegetales, tales como, entre otros, pesticidas y fertilizantes. Aunque no es obligatorio, a los trabajadores con una licencia de conducir válida, a discreción exclusiva del empleador, se les puede asignar la siguiente tarea: Conducir vehículos para transportar cultivos, suministros, herramientas, equipos, combustible, materiales o trabajadores agrícolas. Además, aunque no es necesario, los trabajadores también pueden ser asignados para operar y / o mantener equipos utilizados en la producción agrícola, el mantenimiento y la preparación del campo, como tractores, equipos de riego, herramientas, equipos de saneamiento de campo y otros equipos de uso común en la agricultura y para operar tractores para cortar, cultivar, rociar malezas y mover remolques de contenedores en la plantación. Los trabajadores estarán debidamente capacitados para usar el equipo agrícola y se les asesorará sobre todos los pesticidas y fertilizantes de acuerdo con los estándares de OSHA.

h. Job Offer Information 8

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

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

House's Rules General:
1. Keep the house clean.
2. Sweep the floors daily.
3. Mop all floors weekly.
4. Do not leave trash in the yard or surroundings.
5. Do not damage property.
6. It is not allowed to hold parties or events and not receive visit after 7pm.
7. Do not leave the fans on during the day.
8. Do not cover/remove smoke detectors.
9. Do not remove heaters or smoke extinguishers.
10. Do not accept pets.
11. No smoking inside the apartment or on the balcony of the residence.
12. No consumption of alcohol or illegal substances.
13. No fights or weapons are allowed.

Bath:
1. Flush the toilet water after every use.
2. Place the toilet paper in the trash can.
3. When you dirty the toilet, clean all surfaces above.
4. Take out waste basket when full.

Bedroom:
1. Make your bed.
2. Do not take bed apart.
3. Do not move beds out of place.
4. No guest allowed staying overnight.
5. Keep your personal belongings in your own space.
6. No food is allowed to eat or store food in the rooms.

Laundry:
1. Wash, fold and store their clothes.

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 - B.6 Reglas de la residencia

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

Normas de la casa General:
1. Mantenga la casa limpia.
2. Barrer los pisos diariamente.
3. Mapear los pisos una vez por semana.
4. No dejar basura en el patio o alrededores.
5. No hacer daños a la propiedad.
6. No está permitido realizar fiestas, ni eventos, tampoco podrán recibir visitas después de las 7pm.
7. No dejar los abanicos encendidos durante el día.
8. No tapar o quitar los detectores de humo.
9. No remover o quitar los calentadores o extintores de humo.
10. No se permiten mascotas.
11. No está permitido fumar dentro de la residencia, ni en su balcón.
12. No se permite el consumo de alcohol o sustancias ilegales.
13. No se permiten pleitos ni armas.

Baño:
1. Bajar el agua del inodoro después de cada uso.
2. Depositar el papel higiénico en el zafacón.
3. Cuando ensucien el inodoro, limpien todas las superficies, encima del inodoro, lavamanos y bañera.
4. Sacar la basura del zafacón cuando esté lleno.

Dormitorio:
1. Arreglar su cama.
2. No desmontar las camas.
3. No mover las camas de lugar.
4. No se pueden quedar visitantes durante la noche.
5. Mantener sus cosas personales en su espacio.
6. No se permite comer ni guardar comida en los cuartos.

Lavandería:
1. Lavar, doblar y guardar su ropa.

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - A.8 Deberes Laborales

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

Preparar el suelo para la siembra (incluido el injerto y el vivero) y la cosecha de farináceos (yautía y jengibre), verduras (como ají dulce y habichuelas) y frutas (como "pitahaya o fruta del dragón"). En Puerto Rico, estos productos generalmente se cultivan y cosechan entre mediados de octubre y mediados de agosto, primero, para evitar la temporada de huracanes y segundo para acomodar las oportunidades de mercado para los cultivos tropicales durante los meses de invierno y primavera. La mayoría de los días de trabajo se pasan de pie y en constante movimiento al aire libre. Los trabajadores rara vez están en un lugar, ya que se mueven de un campo a otro durante cualquier período. Los trabajadores deben ser capaces de pararse, caminar cuesta arriba y cuesta abajo, sentarse, ponerse en cuclillas, arrodillarse, agacharse, doblarse (desde la cintura) empujar, tirar, alcanzar, levantar y transportar artículos que pesen entre 5 y 75 libras. Se podrá requerir conducir y operar vehículos de pasajeros y equipos agrícolas. Se puede solicitar al trabajador, pero no se le puede exigir, que trabaje hasta 12 horas por día y / o en el sábado o feriado federal dependiendo de las condiciones en los campos, el clima y la madurez del cultivo; en tal caso, se aplicarán las normas aplicables en materia de horas extraordinarias. El gerente o supervisor notificará a los trabajadores al final de la jornada laboral si hay algún cambio en el inicio y la hora prevista de las horas de trabajo para el día siguiente. Se espera la asistencia regular de todos los trabajadores durante las horas programadas de la jornada laboral y / o período de trabajo. Asistencia insatisfactoria: incluyendo reportar tarde, solicitud excesiva de salir antes del final de la jornada laboral, hacer trabajo fuera del alcance de la Visa H2A, no cumplir con las regulaciones de vivienda o transporte, etc., puede ser motivo de acción disciplinaria. Los trabajadores deben llamar a su gerente o supervisor con la mayor anticipación posible antes del inicio de la jornada laboral si no esperan llegar a tiempo. Más información sobre la Política de Asistencia en el Manual del Empleado.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

Workers who participate in employer-provided transportation are required to follow the safe practice guidelines online below. These practices ensure the safety of the worker and other passengers.

Transportation safety:
a. No smoking.
b. Do not attempt to change seats or stand while the vehicle is in motion.
c. Do not distract or disturb the driver while the vehicle is in motion.
d. Drivers will adhere to proper loading restrictions, so as not to exceed the weight capacity allowable for the company vehicles.
e. No transport of alcoholic beverages.
f. Always keep your head, hands, and arms inside the vehicle.
g. Throwing objects inside or outside of the vehicle is not permitted.
h. Always follow the driver's instructions.
i. Always keep the aisle of the vehicle clear.
j. Workers who drive passenger vehicles will be required a valid, up to date, driver's license.
k. Drivers can report all employee violations of refusal to follow guidelines directly to the Farm Manager.

l. Job Offer Information 12

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Terminos y arreglos para proporcionar transporte

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

Los trabajadores que participan en el transporte proporcionado por el patrono deben seguir las pautas de práctica segura que se describen a continuación. Estas prácticas garantizan la seguridad del trabajador y de otros pasajeros.
Seguridad en el transporte:
a. Prohibido fumar.
b. No intente cambiar de asiento o pararse mientras el autobús está en movimiento.
c. No distraiga, ni moleste al conductor mientras el vehículo está en movimiento.
d. Los conductores se adherirán a las restricciones de carga adecuadas, para no exceder la capacidad de peso permitida para los vehículos de la compañía.
e. No transportar bebidas alcohólicas.
f. Mantenga siempre la cabeza, las manos y los brazos dentro del vehículo.
g. No está permitido lanzar objetos dentro o fuera del vehículo.
h. Siga siempre las instrucciones del conductor.
i. Mantenga el pasillo del vehículo despejado en todo momento.
j. A los trabajadores que conduzcan vehículos de pasajeros se les exigirá una licencia de conducir válida y actualizada.
k. Los conductores tienen la capacidad de reportar todas y cada una de las violaciones de los empleados de negarse a seguir las pautas directamente del encargado de la finca.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Terminos y arreglos para proporcionar transporte

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

-Para aquellos empleados elegibles para vivir en viviendas proporcionadas por el patrono (un trabajador no local que no puede regresar razonablemente a su residencia el mismo día), el patrono proporcionará transporte desde el lugar de reclutamiento hasta el lugar de empleo por medio del transportista común más económico u otro transporte que se ajuste al transporte entrante de la Comisión de Comercio Interestatal (ICC).

n. Job Offer Information 14

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Terminos y arreglos para la transportacion diaria

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

-El patrono ofrecerá transporte sin costo al trabajador que ocupe la vivienda de la empresa, hacia y desde el lugar de trabajo cada día de trabajo.
-El uso de este transporte es voluntario y los trabajadores son libres de usar su propio método de transporte; ningún trabajador estará obligado a utilizar el transporte ofrecido por el patrono.