*OMB Approval: 1205-0466*
*Expiration Date:* 11/30/2025

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

## A. Job Offer Information

1. Job Title * FARMWORKER

| 2. Workers Needed * | a. Total | b. H-2A Workers | Period of Intended Employment | |
|---|---|---|---|---|
| | 416 | 416 | 3. First Date * 4/24/2023 | 4. Last Date * 7/2/2023 |

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 *(an entry is required for each box below)* *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 35 | **a. Total Hours** | 6 | c. Monday | 6 | e. Wednesday | 6 | g. Friday |
| 0 | b. Sunday | 6 | d. Tuesday | 6 | f. Thursday | 5 | h. Saturday |

7. Hourly Work Schedule *
a. 8 : 00 ☑ AM ☐ PM
b. 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.)*

EDWARD HERNANDEZ(FLC) /Hernandez Harvesting LLC., (416) temporary agricultural workers for North Carolina in (Bladen County) from 04/24/2023 to 07/02/2023. (Blueberry Harvesting); Blueberry Harvest by hand, plant, weed, prune, care, cleaning, packing blueberry, and equipment operations in blueberry farm. Prolonged walking, standing, bending, stooping, and reaching. Job is outdoor and continues in all types of weather. Able to lift and carry 50 pounds repetitively throughout the workday. It should not hinder the productivity of another worker. The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Worker may be requested to submit to random drug or alcohol testing at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. Requires 1 months of verifiable work experience blueberry manual harvesting. All cubes must be full. $0.50 per Pound or equivalent/Blueberry, $14.91/hour, 35 hours a week. 1st week warranty Housing provided at no cost to workers who cannot reasonably return own residency daily. The tools are provided by the employer at no cost. 3/4 scheduled working hours guaranteed. Transport/subsistence reimbursed for the costs incurred by reporting to the workplace if the worker completes half the period of employment. Return Transportation Refunded if the worker terminates the contract. 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). In the event a female worker is hired, employer will provide separate sleeping, bathing, and toilet facilities for male and female workers. Must be 18 years old. "Go to your nearest Career Center"

| 8b. Wage Offer * | 8c. Per * | 8d. Piece Rate Offer § | 8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information § |
|---|---|---|---|
| $ 14 . 91 | ☑ HOUR ☐ MONTH | $ 00 . 50 | Pound, Estimated hourly rate: $14.91 per Hour |

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * ☑ Yes ☐ N/A

10. Frequency of Pay: * ☑ Weekly ☐ Biweekly ☐ 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.)*

Employer will make all deductions from the worker's paycheck required law and any deduction approved by worker. / El empleador hara todas las deducciones del cheque de pago del trabajador requeridas por la ley y cualquier deduccion aprobada por el trabajador.



H-2A Case Number: H-300-23052-788288 Case Status: Full Certification Determination Date: 03/28/2023 Validity Period: _____ to _____

## B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. * 1

3. Training: number of months required. * 0

4. Basic Job Requirements (check all that apply) §

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☑ d. Drug screen
☑ e. Lifting requirement 50 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. 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)*

All drug testing is post hire and not part of the interview process. / Todas las pruebas de drogas son posteriores a la contratacion y no forman parte del proceso de entrevista.

## C. Place of Employment Information

1. Place of Employment Address/Location *
870 Moores Swamp Rd

2. City * Ivanhoe

3. State * North Carolina

4. Postal Code * 28447

5. County * Bladen

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

Bettin on Blue Farms LLC/Joseph C. Benton

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 ☐ N/A

## D. Housing Information

1. Housing Address/Location *
5025 Market St

2. City * Wilmington

3. State * North Carolina

4. Postal Code * 28405

5. County * New Hanover

6. Type of Housing *(check only one)* *
☐ Employer-provided (including mobile or range) ☑ Rental or public

7. Total Units * 100

8. Total Occupancy * 200

9. Identify the entity that determined the housing met all applicable standards: *
☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other (specify): _____

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

The Employer assures that it will provide Housing for the (416) H-2A workers: - The Employer accommodations are compliant with the applicable housing health and safety standards set forth in regulation. The Employer will provide accommodations that are sufficient to accommodate the number of workers requested (416). The Employer will secure for the workers, (1) Bed for worker, total beds (416), total (416) occupants.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ N/A

**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per 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 meals through a caterer. / El empleador proporcionara las comidas a traves de un servicio de catering.

Employer will provide furnish cooking and kitchen facilities, utilities, and utensils at no cost to workers occupying Employer provided housing. / El Empleador proporcionara instalaciones de cocina y utensilios de cocina, servicios públicos y utensilios sin costo alguno para los trabajadores que ocupen viviendas proporcionadas por el Empleador.

| | | | |
|---|---|---|---|
| 2. The employer: * | ❑ **WILL NOT** charge workers for meals. | | |
| | ☑ **WILL** charge each worker for meals at | $ 15 . 46 | per day, if meals are provided. |

**F. Transportation and Daily Subsistence**

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

Employer will provide transportation round trips to and from housing to the work-site location, at no cost to the workers, daily. The Employer will make round trips to transport the workers to / from all locations (worksite, housing, grocery, laundry, doctor, etc. a weekly basis or as needed, at no cost to the worker. Employer will provide transportation Inspected, authorized and valid for transporting Workers H-2A.

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 | $ 15 . 46 | per day * |
| | b. no more than | $ 59 . 00 | per day with receipts |

**G. Referral and Hiring Instructions**

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

Applicants can call to Edward Hernandez. FLC./ Hernandez Harvesting LLC (910)- 337-6563 (M-F 9 am - 3 pm). Applications may also be emailed to employer at edwarduhs@gmail.com

Los solicitantes pueden llamar a Edward Hernandez. FLC/Hernandez Harvesting LLC (910)- 337-6563 (lunes a viernes de 9 a. m. a 3 p. m.). Las solicitudes tambien pueden enviarse por correo electronico al empleador a edwarduhs@gmail.com

| 2. Telephone Number to Apply * | 3. Extension § | 4. Email Address to Apply * |
|---|---|---|
| +1 (910) 337-6563 | N/A | edwarduhs@gmail.com |

5. 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 part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. 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 part 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 places of employment for which the employer is requesting temporary agricultural 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 or secure housing for the 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, and/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 or public housing 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, and/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 employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.

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), .210(d), or .302(c).

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). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

   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 came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. 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 be 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 place of employment to such subsequent employer's place of employment, 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 place of employment to such subsequent employer's place of employment, 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 employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 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 place(s) of employment 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 500.104 or 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. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). 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), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, 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 wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

    If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if 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, 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 guarantees 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, the 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 U.S. 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 after the worker fails to show up for work at the regularly scheduled time 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 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 place of employment 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 place of employment to the subsequent employer's place of employment. 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 or who does not require a visa for entry to the United States, 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 work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

    A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (*e.g.*, email 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 first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

    If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first 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 first 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/or 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 § |
|---|---|---|
| Hernandez | Edward | |
| 4. Title * | | |
| Owner/FLC | | |

| 5. Signature (or digital signature) * | 6. Date signed * |
|---|---|
| Digital Signature Verified and Retained By Certifying Officer | 2/28/2023 |

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per | Piece Rate Units / Estimated Hourly Rate / Special Pay Information |
|---|---|---|---|---|
| Harv | Harvest | $ 00 . 50 | Piece Rate | $0.50 Pound (Blueberry), or equivalent, Estimated hourly rate: $14.91 per Hour |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

## 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 § |
|---|---|---|---|---|---|
| Bettin on Blue Farms LLC | 870 Moores Swamp Rd<br>Ivanhoe, North Carolina 28447<br>BLADEN | Blueberry Harvest by hand, plant, weed, prune, care, cleaning, packing blueberry, and equipment operations in blueberry farm. | 4/24/2023 | 7/2/2023 | 416 |
| Bettin on Blue Farms LLC | 1203 Moores Swamp Rd<br>Ivanhoe, North Carolina 28447<br>BLADEN | Blueberry Harvest by hand, plant, weed, prune, care, cleaning, packing blueberry, and equipment operations in blueberry farm. | 4/24/2023 | 7/2/2023 | 416 |
| | | | | | |
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## D. Additional Housing Information

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

| 1. Type of Housing * | 2. Physical Location * | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Inspection Entity * |
|---|---|---|---|---|---|
| ☐ Employer-provided<br>☑ Rental or public accommodations | 2076 Cedar Creek Rd<br>Fayetteville, North Carolina<br>28312<br>CUMBERLAND | Travelodge | 70 | 140 | ☑ Local authority<br>☑ SWA<br>☑ Other State authority<br>☑ Federal authority<br>☐ Other<br>_____ |
| ☑ Employer-provided<br>☐ Rental or public accommodations | 21 Sylvia Ln<br>Clinton, North Carolina<br>28328<br>SAMPSON | S23585--Labor Camp | 1 | 5 | ☑ Local authority<br>☑ SWA<br>☑ Other State authority<br>☑ Federal authority<br>☐ Other<br>_____ |
| ☑ Employer-provided<br>☐ Rental or public accommodations | 39 Sylvia Ln<br>Clinton, North Carolina<br>28328<br>SAMPSON | S29302--Labor Camp | 1 | 5 | ☑ Local authority<br>☑ SWA<br>☑ Other State authority<br>☑ Federal authority<br>☐ Other<br>_____ |
| ☑ Employer-provided<br>☐ Rental or public accommodations | 25 Sylvia Ln<br>Clinton, North Carolina<br>28328<br>SAMPSON | S23583--Labor Camp | 1 | 6 | ☑ Local authority<br>☑ SWA<br>☑ Other State authority<br>☑ Federal authority<br>☐ Other<br>_____ |
| ☑ Employer-provided<br>☐ Rental or public accommodations | 17 Sylvia Ln<br>Clinton, North Carolina<br>28328<br>SAMPSON | S35582--Labor Camp | 1 | 6 | ☑ Local authority<br>☑ SWA<br>☑ Other State authority<br>☑ Federal authority<br>☐ Other<br>_____ |

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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

| 1. Type of Housing * | 2. Physical Location * | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Inspection Entity * |
|---|---|---|---|---|---|
| ☑ Employer-provided<br>☐ Rental or public accommodations | 6641 Taylors Bridge Hwy<br>Clinton, North Carolina<br>28328<br>SAMPSON | S26142--Labor Camp | 1 | 6 | ☑ Local authority<br>☑ SWA<br>☑ Other State authority<br>☑ Federal authority<br>☐ Other<br>_____ |
| ☑ Employer-provided<br>☐ Rental or public accommodations | 6667 Taylors Bridge Hwy<br>Clinton, North Carolina<br>28328<br>SAMPSON | S23586--Labor Camp | 1 | 6 | ☑ Local authority<br>☑ SWA<br>☑ Other State authority<br>☑ Federal authority<br>☐ Other<br>_____ |
| ☑ Employer-provided<br>☐ Rental or public accommodations | 15766 NC-53<br>Atkinson, North Carolina<br>28421<br>PENDER | S35583--Labor Camp | 1 | 4 | ☑ Local authority<br>☑ SWA<br>☑ Other State authority<br>☑ Federal authority<br>☐ Other<br>_____ |
| ☑ Employer-provided<br>☐ Rental or public accommodations | 15786 NC-53<br>Atkinson, North Carolina<br>28421<br>PENDER | S35702--Labor Camp | 1 | 4 | ☑ Local authority<br>☑ SWA<br>☑ Other State authority<br>☑ Federal authority<br>☐ Other<br>_____ |
| ☑ Employer-provided<br>☐ Rental or public accommodations | 15746 NC-53<br>Atkinson, North Carolina<br>28421<br>PENDER | S39762--Labor Camp | 1 | 4 | ☑ Local authority<br>☑ SWA<br>☑ Other State authority<br>☑ Federal authority<br>☐ Other<br>_____ |

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

OMB Approval: 1205-0466
Expiration Date: 11/30/2025

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

| 1. Type of Housing * | 2. Physical Location * | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Inspection Entity * |
|---|---|---|---|---|---|
| ☑ Employer-provided<br>❑ Rental or public accommodations | 242 A & B, 244 A & B Bobs Trl<br>Ivanhoe, North Carolina 28447<br>SAMPSON | S20281--Labor Camp | 1 | 30 | ☑ Local authority<br>☑ SWA<br>☑ Other State authority<br>☑ Federal authority<br>❑ Other _____ |
| ❑ Employer-provided<br>❑ Rental or public accommodations | | | | | ❑ Local authority<br>❑ SWA<br>❑ Other State authority<br>❑ Federal authority<br>❑ Other _____ |
| ❑ Employer-provided<br>❑ Rental or public accommodations | | | | | ❑ Local authority<br>❑ SWA<br>❑ Other State authority<br>❑ Federal authority<br>❑ Other _____ |
| ❑ Employer-provided<br>❑ Rental or public accommodations | | | | | ❑ Local authority<br>❑ SWA<br>❑ Other State authority<br>❑ Federal authority<br>❑ Other _____ |
| ❑ Employer-provided<br>❑ Rental or public accommodations | | | | | ❑ Local authority<br>❑ SWA<br>❑ Other State authority<br>❑ Federal authority<br>❑ Other _____ |

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**



H-2A Case Number: H-300-23052-788288 Case Status: Full Certification Determination Date: 03/28/2023 Validity Period: _____ to _____

## H. Additional Material Terms and Conditions of the Job Offer

*a. Job Offer Information 1*

| 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*) *

The Employer will provide Charter Bus services or Vans and subsistence costs to groups of foreign workers from place of recruitment. The Employer will also provide transportation and subsistence costs to workers in corresponding employment who are traveling to the employer's worksite individually. If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H–2A employment, the employer will provide.

*b. Job Offer Information 2*

| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - Daily transportation the employer will provide to workers. |
|---|---|---|---|

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

Employer will provide transportation round trips to and from housing to the work-site location, at no cost to the workers, daily. The Employer will make round trips to transport the workers to / from all locations (worksite, housing, grocery, laundry, doctor, etc. a weekly basis or as needed, at no cost to the worker. Employer will provide transportation Inspected, authorized and valid for transporting Workers H-2A.
These are the buses to be used:
BUS/THOMAS – 2002 – Capacity (66 Seats) Vin# 104526
BUS/FRHT – 2003 – Capacity (66 Seats) Vin# K91998
BUS/FRHT – 2002 – Capacity (66 Seats) Vin# J54105
BUS/FRHT – 2001 – Capacity (66 Seats) Vin# J18599
BUS/FRHT – 2002 – Capacity (66 Seats) Vin# J54103
BUS/FRHT – 2001 – Capacity (66 Seats) Vin# J18597
BUS/FRHT – 2000 – Capacity (66 Seats) Vin# G89958
VAN/DODGE RAM B3500 – Capacity (15) Vin# 523543

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

## 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 - Transportacion Diaria |
|---|---|---|---|

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

El empleador proporcionara transporte de ida y vuelta desde y hacia la vivienda hasta el lugar de trabajo, sin costo alguno para los trabajadores, todos los das. El Empleador hara viajes de ida y vuelta para transportar a los trabajadores hacia/desde todos los lugares (lugar de trabajo, vivienda, supermercado, lavanderia, mdico, etc.) semanalmente o segun sea necesario, sin costo alguno para el trabajador. El Empleador proporcionara transporte inspeccionado, autorizado y vlido para transportar Trabajadores H-2A.

*d. Job Offer Information 4*

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Descripcin de los servicios o labores especficas a realizar. |
|---|---|---|---|

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

EDWARD HERNANDEZ(FLC) /Hernandez Harvesting LLC., (416) Trabajadores Agricolas Temporales para Carolina del Norte en (Condado de Bladen) del 24/04/2023 al 02/07/2023. (Cosecha de Arandanos); Cosechar a mano Arandanos, plantar, desmalezar, podar, cuidado, limpieza, empaque de arandanos y operaciones de equipo en la granja de arandanos. Caminar, pararse, agacharse, agacharse y estirarse durante mucho tiempo. El trabajo es al aire libre y continua en todo tipo de clima. Capaz de levantar y transportar 50 libras repetitivamente durante la jornada laboral. No debe entorpecer la productividad de otro trabajador. Esta prohibido el uso, posesion o estar bajo la influencia de drogas ilegales o alcohol durante el tiempo de trabajo. Se le puede solicitar al trabajador que se someta a pruebas aleatorias de drogas o alcohol sin costo alguno para el trabajador. El incumplimiento de la solicitud o la prueba positiva pueden resultar en la terminacion inmediata. Se requiere 1 mes de experiencia laboral comprobable en recoleccion manual de arandanos. Todos los cubos deben estar llenos. $0.50 por Libra o equivalente/ arandanos, $14.91/hora 35 horas a la semana. Garanta de la primera semana Vivienda proporcionada sin costo a los trabajadores que no pueden regresar razonablemente a su propia residencia diariamente. Las herramientas son proporcionadas por el empleador sin costo alguno. 3/4 horas de trabajo programadas garantizadas. Transporte/manutencion reembolsados por los gastos ocasionados por presentarse en el lugar de trabajo si el trabajador completa la mitad del periodo de empleo. Transporte de regreso Reembolsado si el trabajador rescinde el contrato. El empleador entiende que la Ley de Normas Razonables de Trabajo se aplica independientemente de los requisitos e impone H-2A. Obligaciones de los patrones en cuanto al pago de salarios. 20 CFR 655.122(h)(1). En caso de que se contrate a una trabajadora, el empleador proporcionara instalaciones separadas para dormir, baarse y retretes para hombres y mujeres. Debe tener 18 aos. Acude a tu Career Center mas cercano.

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

## 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 - WORKING & LIVING CONDITIONS |
|---|---|---|---|

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

COMPANY POLICIES, RULES AND WORKING CONDITIONS
The following rules are intended to provide standards of conduct that is expected of all workers. Violations of these rules or other lawful job-related employer requirements will be considered grounds for termination. Workers are expected to comply with ALL rules related to discipline, attendance, work quality, quantity, and the care maintenance of all property.
1. Usages of cell phones/electronic devices are not permitted at any time during working hours and are grounds for immediate termination without warnings.
2. No jewelry, bracelets, watches, earrings, belly rings, except wedding bands are allowed.
3. When beginning a crop activity for the first time, the employer will provide instructions and/or training in the proper way to perform the crop activity. Thereafter the worker will be expected to perform the task with diligence as instructed. Failure to do so is a cause of insubordination and dismissal. Training will last two days.
4. The employee must go to the supervisor at the designated place to check in and out each day
5. The employees are responsible for keeping up with their own work card that is issued by this farm; it must be with the worker always during working hours. Loss of card is subject to a $5.00 charge for replacement. This job card is necessary for the employee's payroll.
6. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, sloppy work or not adhering to work standards that are set by employer or supervisor will be verbally warned on first offense will be a verbal warning, in the second a written and in third will be cause for be ground for termination.
7. If a worker fails to report to work at the designated time for 5 consecutive working days without the consent of the employer. The employer must consider the job abandoned by this employee. The worker must understand that if he abandons his employment or is terminated for cause prior to the end of the period of employment listed or shown in item #7 & 8 he will forfeit the guarantees and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in our work rules attached hereto, cannot be tolerated, and may result in termination.
8. Any worker who verbally or physically threatens another worker, the farmer, or supervisor with any tool or weapon is subject to immediate discharge.
9. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday, before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs or alcoholic beverages, failing or refusing to take a drug test will be cause for immediate termination!
10. Employer will conduct possible random drug testing. If accident occurs during work hours' drug test will be done immediately. Denial or failure of drug test results in termination of employment. The employer will pay for the drug test.
11. Workers in housing are expected to maintain their living as received (clean, food covered and storage, furniture on place).

*f. Job Offer Information 6*

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - WORKING & LIVING CONDITIONS |
|---|---|---|---|

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

12. Except for the workers assigned housing and or work area/field, workers are not allowed to enter employer's premises without authorization by the person in charge and or at times other than working hours.
13. Workers may not interrupt other workers rest/sleep periods by excessive or unnecessary noise or commotion.
14. Workers are not allowed overnight guests in employer provided housing. Workers may not show any indecent, immoral, or illegal conduct at any time on the employer's premises. Any visitor is required to be approved by the employer.
15. Workers in housing, that are assigned beds may not separate nor move these beds.
16. Workers may not drop paper, cans bottle or other trash in fields, housing or tobacco loading area. Trash and waste receptacles must be used. Throwing of trash in fields, housing areas or unloading areas is prohibited. No glass of any type will be allowed on the premises, especially within proximity to any tobacco field.
17. Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer or supervisor.
18. Workers may not take unauthorized breaks from work. They may not leave the fields or assigned work area without permission of supervisor or employer.
19. Workers will be provided tools and equipment at no cost, by the employer to perform the tasks or jobs on this farm. Therefore, workers will be charged any willful damage to or loss of any such tools, equipment, and/or housing. Employees may not bring other tools and/or equipment form different farms. This will be cause for immediate termination.
20. Workers may not engage in any type of activities such as the following: horseplay, scuffling, throwing things, wasting time, or loitering during work hours.
21. Employee can't deliberately abuse or destroy the machines, equipment, tools and other property belonging to the employer or other employees.
22. Employees may not post or remove any signs, notices, or other instructions from the employer's property.
23. Employees may be discharged if they steal from other workers or the employer.
24. No firearms or other weapons are allowed on the employer's premises at any time. Finding such is grounds for IMMEDIATE TERMINATION WITHOUT WARNING.
25. Fighting is cause for immediate discharge and is not allowed by the employer on the premises of this farm; this includes housing premises as well.
26. NO CHILDREN ARE ALLOWED IN THE FIELDS OR HOUSING AT ANY TIME!!!

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

## H. Additional Material Terms and Conditions of the Job Offer

*g. Job Offer Information 7*

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - CONDICIONES DE VIDA Y DE TRABAJO |
|---|---|---|---|

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

POLTICAS, REGLAS Y CONDICIONES DE TRABAJO DE LA EMPRESA

Las siguientes reglas estn destinadas a proporcionar los estndares de conducta que se esperan de todos los trabajadores. Las violaciones de estas reglas u otros requisitos legales del empleador relacionados con el trabajo se considerarn motivo de despido. Se espera que los trabajadores cumplan con TODAS las reglas relacionadas con la disciplina, la asistencia, la calidad del trabajo, la cantidad y el cuidado y mantenimiento de toda la propiedad.

1. El uso de telfonos celulares / dispositivos electrnicos no est permitido en ningn momento durante el horario laboral y es motivo de despido inmediato sin advertencias.
2. No se permiten joyas, brazaletes, relojes, aretes, anillos para el vientre, excepto las alianzas de boda.
3. Al comenzar una actividad de cultivo por primera vez, el empleador proporcionar instrucciones y / o capacitacin sobre la forma adecuada para realizar la actividad de cultivo. A partir de entonces, se espera que el trabajador realice la tarea con la diligencia que se le indique. No hacerlo es motivo de insubordinacin y despido. El entrenamiento durar dos das.
4. El empleado debe ir al supervisor en el lugar designado para registrarse y salir todos los das.
5. Los empleados son responsables de mantenerse al da con su propia tarjeta de trabajo emitida por esta granja; debe estar con el trabajador siempre durante las horas de trabajo. La prdida de la tarjeta est sujeta a un cargo de $ 5,00 por reemplazo. Esta tarjeta de trabajo es necesaria para la nmina del empleado.
6. Cualquier trabajador que impida repetidamente el progreso del grupo por tardanza, abandono temprano, trabajo descuidado o no adherirse a los Reglas y conductas de trabajo establecidas por el empleador o supervisor ser advertido verbalmente en la primera infraccin ser una advertencia verbal, en la segunda escrito y en tercero ser motivo de rescisin.
7. Si un trabajador no se presenta a trabajar a la hora designada durante 5 das hbiles consecutivos sin el consentimiento del empleador. El empleador debe considerar el trabajo abandonado por este empleado. El trabajador debe comprender que si abandona su empleo o es despedido por una causa antes del final del perodo de empleo que se indica o se muestra en los puntos 7 y 8, perder las garantas y el reembolso de ciertos costos de transporte descritos en otra parte en esta orden de trabajo. Las ausencias excesivas y / o las tardanzas, segn se definen en nuestras reglas de trabajo adjuntas al presente, no se pueden tolerar y pueden resultar en la terminacin.
8. Cualquier trabajador que amenace verbal o fsicamente a otro trabajador, al agricultor o supervisor con cualquier herramienta o arma est sujeto a despido inmediato.
9. El uso o posesin de bebidas alcohlicas o drogas ilegales est estrictamente prohibido durante el horario de trabajo o durante cualquier da de trabajo, antes de que se complete el trabajo del da (como durante las comidas); los trabajadores no pueden presentarse a trabajar bajo la influencia de bebidas alcohlicas o drogas ilegales. Las drogas ilegales no se pueden usar ni guardar en las instalaciones de ningn empleador, incluida la vivienda, en ningn momento. ¡El uso o posesin de drogas ilegales o bebidas alcohlicas, no realizar o negarse a tomar una prueba de drogas ser causa de terminacin inmediata!

*h. Job Offer Information 8*

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - CONDICIONES DE VIDA Y DE TRABAJO |
|---|---|---|---|

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

10. El empleador realizar posibles pruebas de deteccin de drogas al azar. Si ocurre un accidente durante las horas de trabajo, la prueba de drogas se realizar de inmediato. La negacin o el fracaso de la prueba de drogas da como resultado la terminacin del empleo. El empleador pagar la prueba de drogas.
11. Los trabajadores deben mantengan la vivienda tal como lo reciben (limpio, comida cubierta y almacenada, muebles en el lugar)
12. A excepcin de la vivienda asignada a los trabajadores y / o el rea / campo de trabajo, los trabajadores no pueden ingresar a las instalaciones del empleador sin la autorizacin de la persona a cargo y / o en horarios distintos del horario laboral.
13. Los trabajadores no pueden interrumpir los perodos de descanso / sueo de otros trabajadores con ruido o conmocin excesivos o innecesarios.
14. A los trabajadores no se les permite visitantes, huspedes o clientes para pasar la noche en los alojamientos proporcionados por el empleador. Los trabajadores no pueden mostrar ninguna conducta indecente, inmoral o ilegal en ningn momento en las instalaciones del empleador. Cualquier visitante debe ser aprobado por el empleador.
15. Los trabajadores de la vivienda que tengan asignadas camas no podrn separar ni mover estas camas.
16. Los trabajadores no pueden dejar caer papel, latas, botellas u otra basura en los campos, viviendas o rea de carga de tabaco. Deben usarse recipientes para basura y desechos. Est prohibido tirar basura en campos, reas de vivienda o reas de descarga. No se permitir vidrio de ningn tipo en las instalaciones, especialmente cerca de cualquier campo de tabaco.
17. Los trabajadores no pueden comenzar a trabajar antes de la hora de inicio programada o continuar trabajando despus de la hora de finalizacin a menos que lo autorice el empleador o supervisor.
18. Los trabajadores no pueden tomar descansos del trabajo que no son autorizados. No pueden abandonar los campos o el rea de trabajo asignada sin el permiso del supervisor o empleador.
19. El empleador proporcionar a los trabajadores herramientas y equipo sin costo alguno para realizar las tareas o trabajos en la granja. Por lo tanto, a los trabajadores se les cobrar cualquier dao intencional o prdida de dichas herramientas, equipos y / o vivienda. Los empleados no pueden traer otras herramientas y / o equipos de diferentes granjas. Esto ser motivo de resolucin inmediata.
20. El empleado no puede abusar o destruir deliberadamente las mquinas, equipos, herramientas y otra propiedad que pertenezca al empleador u otros empleados.
21. Los trabajadores no pueden participar en ningn tipo de actividades como las siguientes: juegos bruscos, peleas, tirar cosas, perder el tiempo o holgazanear durante las horas de trabajo.
22. Los empleados no pueden colocar ni quitar letreros, avisos u otras instrucciones de la propiedad del empleador.
23. Los empleados pueden ser despedidos si roban a otros trabajadores o al empleador.
24. No se permiten armas de fuego u otras armas en las instalaciones del empleador en ningn momento. Encontrarlo es motivo de TERMINACIN INMEDIATA SIN ADVERTENCIA.
25. Las peleas son motivo de despido inmediato y el empleador no las permite en las instalaciones de esta granja; esto incluye tambin las reas de vivienda.
26. NO SE PERMITEN NIOS EN LOS CAMPOS O EN LA VIVIENDA EN NINGN MOMENTO!!!

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**