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 * Farmworkers and Laborers, Crop

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	48	48	3. First Date * 6/20/2023	4. Last Date * 7/20/2023

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)* *

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

7. Hourly Work Schedule *
a. 8 : 00 ☑ AM ☐ PM
b. 3 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 13 . 67	☑ HOUR ☐ MONTH	$ ____ . ___	

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.)
See Addendum C

H-2A Case Number: H-300-23096-909524 Case Status: Full Certification Determination Date: 06/07/2023 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. * 0

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)*

See Addendum C/Ver Addendum C

C. Place of Employment Information

1. Place of Employment Address/Location *
867 Rountree McCranie Road

2. City *	3. State *	4. Postal Code *	5. County *
Adel	Georgia	31620	Cook

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

Brent Bloser Farms - Harvest Watermelon and Field Care
48 workers, 06/20/2023 - 07/20/2023

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 *
220 Rountree McCranie Road

2. City *	3. State *	4. Postal Code *	5. County *
Adel	Georgia	31620	Cook

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

7. Total Units * 1

8. Total Occupancy * 48

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)* *

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

Empleador proporcionará instalaciones de cocina y facilidades de uso de cocina gratis y conveniente para que los trabajadores puedan preparar sus propias comidas. Los trabajadores van a comprar sus propios alimentos. Una vez por semana, el empleador proporcionará (con carácter voluntario) el transporte para asegurar el acceso a los trabajadores a las tiendas donde pueden comprar comestibles. Estos arreglos sólo se aplican a los trabajadores que viven en la vivienda proporcionada por el empleador.

2. The employer: *	☑ **WILL NOT** charge workers for meals.		
	❑ **WILL** charge each worker for meals at	$ _____ . ____	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.)

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

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

For workers recruited outside the area of intended employment, transportation and subsistence expenses will be reimbursed by the employer in accordance with 20 CFR § 655.122(h).

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.)* See Addendum C		
2. Telephone Number to Apply * +1 (863) 224-0789	3. Extension § N/A	4. Email Address to Apply * mondragonharvesting@yahoo.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 §
Mondragon	Margaret	
4. Title *		
Owner		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	4/18/2023

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
	Harvest Watermelon - Load	$ 03 . 50	Piece Rate	Per Box. The piece rate will be evenly divided between the workers in the crew. For loading watermelon, the estimated hourly rate is $7.44 per hour. $13.67 per hour is guaranteed.
	Harvest Watermelon - Unload/Grade	$ 03 . 30	Piece Rate	Per Box. The piece rate will be evenly divided between the workers in the crew. For unloading/grading watermelon, the estimated hourly rate is $7.03 per hour. $13.67 per hour is guaranteed.
	Harvest Watermelon - Cut	$ 01 . 20	Piece Rate	Per Box. The piece rate will be evenly divided between the workers in the crew. For cutting watermelon, the estimated hourly rate is $5.47 per hour. $13.67 per hour is guaranteed.
	Cosecha de sanda - Carga	$ 03 . 50	Piece R	Por caja. La tarifa por pieza se dividir en partes iguales entre los trabajadores de la cuadrilla. Para cargar sandas, la tarifa horaria estimada es de $7.44 por hora. Se garantiza $13.67 por hora.
	Cosechar Sanda - Descargar/Calificar	$ 03 . 30	Piece Rate	Por caja. La tarifa por pieza se dividir en partes iguales entre los trabajadores de la cuadrilla. Para descargar/clasificar sandas, la tarifa horaria estimada es de $7.03 por hora. Se garantiza $13.67 por hora.
	Cosecha de sanda - Cortar	$ 01 . 20	Piece Rate	Por caja. La tarifa por pieza se dividir en partes iguales entre los trabajadores de la cuadrilla. Para cortar sanda, la tarifa horaria estimada es de $5.47 por hora. Se garantiza $13.67 por hora.
		$.		
		$.		
		$.		
		$.		

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

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 §
Brent Bloser Farms	300 Rountree McCranie Road Adel, Georgia 31620 COOK	Harvest Watermelon and Field Care	6/20/2023	7/20/2023	48

D. Additional Housing Information

H-2A Case Number: H-300-23096-909524 Case Status: Full Certification Determination Date: 06/07/2023 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Harvesting watermelon and field care. Weeding, laying plastic, cleaning, driving tractors, loading, driving forklifts, stacking, planting, maintenance, digging ditches, painting, making boxes, and general farmwork. Prolonged standing, bending, stooping, and reaching. Job is outdoors and continues in all types of weather. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. Drug testing and background checks may occur during the interview process and will be conducted at the sole expense and discretion of the employer. Must be able to lift 50lbs. to shoulder height repetitively throughout the workday and able to lift and carry 50lbs. in field. Use of personal cell phone or other personal electronic device during working hours strictly prohibited except for work-related calls or emergencies and violation may result in immediate termination. There is zero tolerance for drug or alcohol use, and use of drugs or alcohol will result in immediate termination.

Cosecha de sanda y cuidado del campo. Deshierbe, colocacin de plstico, limpieza, manejo de tractores, carga, manejo de montacargas, apilamiento, siembra, mantenimiento, excavacin de zanjas, pintura, fabricacin de cajas y labores agrcolas en general. Estar de pie, agacharse, agacharse y estirarse durante mucho tiempo. El trabajo es al aire libre y contina en todo tipo de clima. Se puede solicitar a los trabajadores que se sometan a pruebas aleatorias de drogas o alcohol sin costo alguno para el trabajador. El incumplimiento de la solicitud o la prueba positiva pueden resultar en la terminacin inmediata. Pruebas de drogas y verificaciones de antecedentes puede ocurrir durante el proceso de la entrevista y se llevar a cabo a expensas y discrecin exclusiva del empleador. Debe ser capaz de levantar 50 libras a la altura de los hombros repetidamente a lo largo de la jornada laboral y capaz de levantar y transportar 50 libras en campo. El uso de telfonos celulares personales u otros dispositivos electrnicos personales durante las horas de trabajo est estrictamente prohibido, excepto para llamadas relacionadas con el trabajo o emergencias, y la violacin puede resultar en el despido inmediato. Hay tolerancia cero para el uso de drogas o alcohol, y el uso de drogas o alcohol resultar en la terminacin inmediata.

b. Job Offer Information 2

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

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

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

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

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

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

d. Job Offer Information 4

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

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

All local and intrastate candidates interested in this job opportunity should contact their nearest local CareerSource or state workforce office. Candidates should be fully apprised by the local service center of the terms, conditions and nature of employment prior to referral and may be given a copy of the ETA 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability and legally able to work in the U.S. may email them to mondragonharvesting@yahoo.com to set up an interview. Applicants can call to arrange an interview with Margaret Mondragon at (863) 224-0789. Hours for referral candidate to call employer are 8:00 am to 5:00 pm, Monday-Friday, excluding all federal holidays. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9 as required by the Immigration and Nationality Act will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment.
Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 3 of form I-9, as provided in the Act. Workers failing to provide this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

Todos los candidatos locales e intraestatales interesados en esta oportunidad laboral deben comunicarse con su CareerSource local ms cercano o con la oficina de fuerza laboral estatal. Los candidatos deben ser completamente informados por el centro de servicio local de los trminos, condiciones y naturaleza del empleo antes de la remisin y se les puede dar una copia del ETA 790 y sus adjuntos correspondientes. Los agentes de SWA que hayan seleccionado candidatos para disponibilidad durante toda la temporada y que puedan trabajar legalmente en los EE. UU. pueden enviarles un correo electrnico a mondragonharvesting@yahoo.com para programar una entrevista. Los solicitantes pueden llamar para programar una entrevista con Margaret Mondragon al (863) 224-0789. Horas para que el candidato recomendado llame empleador son de 8:00 am a 5:00 pm, de lunes a viernes, excepto todos los feriados federales. Solo los trabajadores legalmente autorizados para trabajar en los Estados Unidos y que posean documentos de elegibilidad de empleo e identidad originales suficientes para completar el Formulario I-9 del INS, segn lo exige la Ley de Inmigracin y Nacionalidad, podrn completar el proceso de contratacin. Se debe informar a los trabajadores referidos en contra de esta orden que deben tener estos documentos en su poder cuando lleguen al lugar de trabajo.
Siempre que los trabajadores completen la seccin 1 del formulario I-9, los trabajadores tendrn tres das hbiles para producir la documentacin requerida para completar la seccin 3 del formulario I-9, segn lo dispone la Ley. Los trabajadores que no aporten esta documentacin no podrn acudir al trabajo al cuarto da hbil de su empleo, ni a los das subsiguientes hasta tanto no aporten la documentacin, segn dispone la Ley.

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

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

Transportation to place of employment: If the employer has not previously advanced such transportation and subsistence costs to the worker or otherwise provided such transportation or subsistence directly to the worker by other means and if the worker completes fifty percent (50%) of the work contract period, employer will reimburse 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 to the employer's place of employment. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distances involved.
Transportation from last place of employment to home country: If the worker completes the work contract period, or if the worker is terminated without cause, and the worker has no immediate H-2A employment, the employer will provide or pay for the worker's reasonable costs of return transportation and subsistence. In detail, will provide or pay for charter bus services or other modes of transportation to groups of workers, or permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved.

f. Job Offer Information 6

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

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

Para los trabajadores contratados fuera del rea de empleo previsto, el empleador reembolsar los gastos de transporte y subsistencia de acuerdo con 20 CFR § 655.122(h). Transporte al lugar de trabajo: Si el empleador no ha anticipado previamente dichos costos de transporte y subsistencia al trabajador o de otro modo proporcion dicho transporte o subsistencia directamente al trabajador por otros medios y si el trabajador completa el cincuenta por ciento (50%) del contrato de trabajo perodo, el empleador reembolsar al trabajador los costos razonables incurridos por el trabajador para el transporte y la subsistencia diaria desde el lugar desde el cual el trabajador ha venido a trabajar para el empleador hasta el lugar de empleo del empleador. El monto del pago del transporte ser el cargo de transporte comn ms econmico y razonable para las distancias involucradas. Transporte desde el ltimo lugar de empleo al pas de origen: si el trabajador completa el perodo del contrato de trabajo, o si el trabajador es despedido sin motivo, y el trabajador no tiene un empleo H-2A inmediato, el empleador proporcionar o pagar los costos razonables del trabajador de transporte de regreso y de subsistencia. En detalle, proporcionar o pagar servicios de autobs chrter u otros modos de transporte para grupos de trabajadores, o permitir que los trabajadores seleccionen cualquier medio de transporte que elijan y reembolsar a los trabajadores a no menos de los cargos de transporte comn ms econmicos y razonables para el distancias involucradas.

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

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

For commuting workers not living in housing provided or secured by the employer will need to report to a designated daily job reporting site, employer will provide transportation between such designated daily job reporting site and the employer's daily worksite at no cost to the worker and return transportation from the daily worksite back to the designated reporting site at no cost to the worker. All transportation provided by the employer will include vehicles that are authorized to transport migrant workers under the employer's valid Farm Labor Contractor Certificate of Registration. Please see Addendum C for a list of the vehicles that the employer is authorized to use for transportation of migrant farmworkers. The employer will utilize any and all combination of vehicles from the list that will sufficiently provide enough capacity to transport the number of workers requested for all job orders in the applicable area of intended employment where the worksite is located. Daily transportation, crew assignments, and location of work will be made by and at the sole discretion of the supervisor as the needs of the employer's operations dictate. Transportation and work schedules will be assigned each workweek according to the supervisor's instruction.

h. Job Offer Information 8

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

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

Para aquellos trabajadores que viven en viviendas provistas o aseguradas por el empleador, se proporcionar transporte al trabajador entre dicha vivienda y el lugar de trabajo diario del empleador sin costo alguno para el trabajador. El uso de este transporte diario es voluntario; ningn trabajador est obligado como condicin de empleo a utilizar el transporte diario al lugar de trabajo ofrecido por el empleador. Para los trabajadores que viajan diariamente al trabajo que no viven en una vivienda provista o asegurada por el empleador, debern presentarse en un sitio designado para informes diarios de trabajo, el empleador proporcionar transporte entre dicho sitio designado para informes diarios de trabajo y el lugar de trabajo diario del empleador sin costo para el trabajador y transporte de regreso desde el lugar de trabajo diario hasta el lugar de notificacin designado sin costo alguno para el trabajador. Todo el transporte provisto por el empleador incluir vehculos que estn autorizados para transportar trabajadores migrantes segn el Certificado de Registro de Contratista de Trabajo Agrcola vlido del empleador. Consulte el Anexo C para obtener una lista de los vehculos que el empleador est autorizado a utilizar para el transporte de trabajadores agrcolas migrantes. El empleador utilizar todas y cada una de las combinaciones de vehculos de la lista que proporcionen suficiente capacidad para transportar la cantidad de trabajadores solicitados para todas las rdenes de trabajo en el rea aplicable de empleo previsto donde se encuentra el lugar de trabajo. El transporte diario, las asignaciones de la cuadrilla y la ubicacin del trabajo sern realizados por y a la sola discrecin del supervisor segn lo dicten las necesidades de las operaciones del empleador. Los horarios de transporte y trabajo se asignarn cada semana laboral de acuerdo con las instrucciones del supervisor.

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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Mondragon Harvesting, LLC – Vehicle List

Make/Model Year VIN# Cap.
1. International/Bus200909208744
2.International/Bus200421758960
3.Ford/Bus 2004A4454622

j. Job Offer Information 10

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

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

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

l. Job Offer Information 12

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

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

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

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

n. Job Offer Information 14

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

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

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

El empleador garantiza ofrecer empleo a los trabajadores por un nmero total de horas de trabajo equivalentes a un mnimo de las tres cuartas partes (3/4) de los das laborables del periodo total, comenzando con el primer da de trabajo, despus de la llegada del trabajador a el lugar de trabajo y el trabajador est listo, dispuesto, capaz y elegible a trabajar, y finalizando en la fecha de expiracin especificada en el contrato de trabajo o de sus prrrogas, o tras la terminacin de este empleo como se especifica a continuacin. Los detalles de la garanta 3/4 se describen en la regulacin 20 CFR § 655.122(i). Para efectos de esta garanta, el "da de trabajo" se compone de seis horas diarias de Lunes a Sbado. Todas las solicitudes de Permiso de Ausencia deben ser por escrito. Todas las ausencias sern contadas hacia las horas ofrecidas con el propsito de calcular la garanta 3/4.

p. Job Offer Information 16

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

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

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

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

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

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

r. Job Offer Information 18

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

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

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

En el caso de terminacin por razones mdicas que ocurren despus de la llegada al trabajo, o que ocurren como resultado del empleo, o en el evento de terminacin como resultado de un acto de Dios, el empleador pagar o proporcionara el costo razonable del transporte de retorno y de sustento a el lugar de donde vino el trabajador a trabajar para el empleador y reembolsar al trabajador por el gasto razonable del transporte y sustento incurrido por el trabajador para llegar al lugar de empleo. Estas disposiciones se aplican nicamente a los trabajadores que son reclutados fuera del rea del empleo previsto.

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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

El empleador reportar a los trabajadores que, a) abandonen voluntariamente el empleo antes del fin del periodo del contrato, o b) los trabajadores que son despedidos por causa, al Centro Nacional de Procesamiento de Chicago, y los trabajadores H-2A al Departamento de Seguridad Nacional, por escrito u otro mtodo aprobado, a no ms tardar de dos (2) das despus del abandono o que la terminacin del empleo ocurra. El abandono se considerar que comenzar despus que un trabajador no se presente a trabajar a la hora regularmente programada por cinco (5) das consecutivos sin el consentimiento del empleador. El empleador no ser responsable de proveer o pagarle a los trabajadores reportados a) gastos de transporte y sustento subsecuentes, y b) el trabajador no tendr derecho a la garanta de 3/4.

t. Job Offer Information 20

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

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

El empleador asegura que la oportunidad de trabajo identificada en esta orden de autorizacin (en adelante, tambin denominada "orden de trabajo") es un puesto temporal de tiempo completo que se coloca en el SWA en relacin con una Solicitud H-2A de Certificacin de Empleo Temporal para H- 2A los trabajadores y esta orden de despacho satisfacen los requisitos para las rdenes de despacho agrcola en 20 CFR 653, subparte F y los requisitos establecidos en 20 CFR 655.122. Esta oportunidad de trabajo ofrece a los trabajadores estadounidenses no menos de los mismos beneficios, salarios y condiciones de trabajo que el empleador est ofreciendo, tiene la intencin de ofrecer o proporcionar a los trabajadores H-2A y cumple con los requisitos de 20 CFR 655, Subparte B. La oportunidad de trabajo est abierta a cualquier trabajador estadounidense calificado, independientemente de su raza, color, nacionalidad, edad, sexo, religin, discapacidad o ciudadana.

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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

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

v. Job Offer Information 22

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

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

El empleador acepta proporcionar o asegurar una vivienda para los trabajadores H-2A y aquellos trabajadores en el empleo correspondiente que no puedan regresar razonablemente a su residencia al final del da laboral. Esa vivienda cumple con los estndares locales, estatales o federales aplicables y es suficiente para albergar la cantidad especificada de trabajadores solicitada a travs del sistema de autorizacin. El empleador proporcionar la vivienda sin cargo al trabajador. Cualquier cargo por el alquiler de la vivienda ser pagado directamente por el empleador al propietario u operador de la vivienda. Si se proporcionan adaptaciones pblicas a los trabajadores, el empleador acepta pagar todos los cargos relacionados con la vivienda directamente a la administracin de la vivienda. El empleador acepta que los cargos en forma de depsitos por ropa de cama u otros imprevistos similares relacionados con la vivienda (por ejemplo, servicios pblicos) no deben imponerse a los trabajadores. Sin embargo, el empleador puede exigir a los trabajadores que les reembolsen los daos causados a la vivienda por el (los) trabajador (es) individual (es) que fueron responsables por daos que no son el resultado del desgaste normal relacionado con la habitacin. Cuando la prctica predominante en el rea del empleo previsto y la ocupacin es proporcionar viviendas familiares, el empleador acepta proporcionar viviendas familiares sin costo a los trabajadores con familias que lo soliciten. 20 CFR 655.122 (d), 653.501 (c) (3) (vi).

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

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

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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

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

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

x. Job Offer Information 24

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

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

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

El empleador acepta proporcionar a cada trabajador tres comidas al da o proporcionar instalaciones de cocina y cocina gratuitas y convenientes para los trabajadores que les permitan preparar sus propias comidas. Cuando el empleador proporciona las comidas, la oferta de trabajo indicar el cargo, si corresponde, al trabajador por tales comidas. El monto de los cargos por comidas se rige por 20 CFR 655.173. 20 CFR 655.122 (g). Las comidas sern calricamente y nutricionalmente adecuadas con un equilibrio razonable de grupos alimenticios y nutrientes.

z. Job Offer Information 26

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

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

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

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

. Job Offer Information 28

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

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

El empleador acuerda ofrecerle al trabajador un empleo por un nmero total de horas de trabajo equivalentes a al menos tres cuartos de los das hbiles del perodo total que comienza con el primer da hbil despus de la llegada del trabajador al lugar de empleo o la primera fecha de necesidad contractual anunciada, la que sea posterior, y que finalice en la fecha de vencimiento especificada en el contrato de trabajo o en sus extensiones, si corresponde. 20 CFR 655.122 (i).

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

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 29

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

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

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

. Job Offer Information 30

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 31

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

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

El empleador acepta que ofrecer, anunciar en su reclutamiento y pagar al menos la tasa salarial de efectos adversos (AEWR), la tasa salarial por hora vigente, la tasa por pieza prevaleciente, la tasa de negociacin colectiva acordada, o el salario mnimo federal o estatal, vigente al momento de realizar el trabajo, el que sea ms alto.

Si al trabajador se le paga por hora, el empleador debe pagar esta tarifa por cada hora o porcin que haya trabajado durante un perodo de pago. Si el (los) salario (s) ofrecido (s) divulgado (s) en esta orden de autorizacin se basa (n) en comisiones, bonificaciones u otros incentivos, el empleador garantiza que el salario pagado semanalmente, semestralmente o mensualmente ser igual o superior al AEWR, prevaleciente salario por hora o tarifa por pieza, el salario mnimo legal federal o estatal, o cualquier tarifa de negociacin colectiva acordada, la que sea ms alta. Si al trabajador se le paga por pieza y al final del perodo de pago, la tarifa por pieza no da como resultado ganancias promedio por hora por pieza durante el perodo de pago, al menos igual a la cantidad que el trabajador habra ganado si el trabajador hubiera sido pagado a la tasa de pago por hora apropiada, el empleador acuerda complementar el pago del trabajador en ese momento para que las ganancias del trabajador sean al menos tanto como el trabajador hubiera ganado durante el perodo de pago si el trabajador hubiera sido pagado en el horario apropiado tasa salarial por cada hora trabajada. 20 CFR 655.120, 655.122 (l).

. Job Offer Information 32

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 33

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

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

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

. Job Offer Information 34

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 35

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

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

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

. Job Offer Information 36

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

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

A. El empleador acuerda proporcionar a los trabajadores referidos a travs del sistema de autorizacin el nmero de horas de trabajo divulgadas en esta orden de autorizacin para la semana que comienza con la fecha prevista de necesidad, a menos que el empleador haya modificado la fecha de necesidad al menos 10 das hbiles antes la fecha original de necesidad mediante notificacin a la Oficina de retencin de pedidos (OHO) por escrito (por ejemplo, notificacin por correo electrnico). El empleador entiende que es responsabilidad de la SWA hacer un registro de todas las notificaciones e intentar informar a los trabajadores referidos de la fecha de necesidad modificada de manera expedita. 20 CFR 653.501 (c) (3) (i). Si hay un cambio en la fecha prevista de necesidad, y el empleador no notifica al OHO al menos 10 das hbiles antes de la fecha original de necesidad, el empleador acepta que pagar a los trabajadores elegibles referidos a travs del sistema de autorizacin la tasa especificada de el pago divulgado en esta orden de despacho durante la primera semana a partir de la fecha de necesidad prevista originalmente o proporcionar trabajo alternativo si dicho trabajo alternativo se indica en la orden de despacho. 20 CFR 653.501 (c) (5).
B. El empleador acepta que ninguna extensin del empleo ms all del perodo de empleo especificado en la orden de despacho lo eximir del pago de los salarios ya ganados, o si se especifica en la orden de despacho como un trmino de empleo, proporcionando transporte desde el lugar de empleo, como se describe en el prrafo 7.B anterior. 20 CFR 653.501 (c) (3) (ii).
C. El empleador asegura que todas las condiciones de trabajo cumplan con el salario mnimo federal y estatal aplicable, trabajo infantil, seguridad social, salud y seguridad, registro de contratistas de trabajadores agrcolas y otras leyes relacionadas con el empleo. 20 CFR 653.501 (c) (3) (iii).
D. El empleador acuerda notificar rpidamente a OHO o SWA por correo electrnico y por telfono inmediatamente despus de enterarse de que un cultivo est madurando antes o despus, o que las condiciones climticas, el reclutamiento excesivo u otros factores han cambiado los trminos y condiciones de empleo. 20 CFR 653.501 (c) (3) (iv).
E. Si acta como un contratista de mano de obra agrcola (FLC) o un empleado de contratista de mano de obra agrcola (FLCE) en esta orden de autorizacin, el empleador asegura que tiene un certificado FLC federal vlido o una tarjeta de identificacin federal FLCE y, cuando corresponda, cualquier certificado estatal FLC requerido . 20 CFR 653.501 (c) (3) (v).
F. El empleador asegura que los trabajadores de extensin tendrn acceso razonable a los trabajadores en la realizacin de actividades de extensin de conformidad con 20 CFR 653.107. 20 CFR 653.501 (c) (3) (vii).

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 37

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

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

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

Las tareas diarias de trabajo individual, asignaciones de la cuadrilla, y la ubicacin de la obra estarn a cargo y a la exclusiva discrecin del administrador de la granja y/o supervisor de la granja de acuerdo a la necesidad que la operacin agrcola dicte. Los trabajadores pueden ser asignados a una variedad de funciones en un da determinado y/o tareas diferentes en diferentes das. Se espera que los trabajadores realicen cualquiera de las tareas definidas y trabajen en cualquier tipo de cultivo que le sean asignados por el supervisor del trabajador.

. Job Offer Information 38

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 39

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

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

Todos los trabajadores contratados bajo esta orden sern requeridos a proporcionar la documentacin que acredite la ciudadana estadounidense o estado legal para trabajar en los Estados Unidos.

. Job Offer Information 40

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

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 41

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

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

El empleador har las siguientes deducciones de los salarios de los trabajadores: los impuestos FICA, Medicare e impuestos sobre ingresos que exige la ley; adelantos en efectivo y pago de prstamos; reembolso de los pagos excesivos de los salarios a los trabajadores; el pago de los artculos que el trabajador haya adquirido voluntariamente del empleador; gastos telefnicos de larga distancia; la recuperacin de las prdidas al empleador debido a los daos hechos por el trabajador ms all del desgaste normal por el uso, o la prdida de equipos o artculos de la vivienda, si se demuestra que el trabajador es responsable. Ninguna deduccin que no sea requerida por la ley ser hecha que lleve los ingresos por hora de los trabajadores por debajo del salario mnimo federal y el salario mnimo estatal.

. Job Offer Information 42

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

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

According to the supervisor’s instruction the worker will perform the following tasks – cutting, loading, grading, and unloading of watermelons. This work can require standing, walking, stooping, bending and lifting up to fifty (50) pounds for long periods of time outdoors in all weather conditions. It also includes making important decisions based on size, coloring, and ripeness according to prescribed standards. Workers may be required to turn watermelon vines from drive-rows. Keeping floors, belts, tables and bathrooms cleaned daily, moving pallets and building boxes and lids are also part of the job to be performed.

De acuerdo con las instrucciones del supervisor, el trabajador realizar las siguientes tareas: corte, carga, clasificacin y descarga de sandas. Este trabajo puede requerir estar de pie, caminar, agacharse, agacharse y levantar hasta cincuenta (50) libras durante largos perodos de tiempo al aire libre en todas las condiciones climticas. Tambin incluye la toma de decisiones importantes basadas en el tamao, el color y la madurez de acuerdo con los estndares prescritos. Es posible que se requiera que los trabajadores muevan las vides de sanda de las hileras de transmisin. Mantener la limpieza diaria de pisos, cinturones, mesas y baos, mover tarimas y armar cajas y tapas tambin son parte del trabajo a realizar.

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 43

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

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

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

You are required to abide by the following rules:

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

. Job Offer Information 44

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

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

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

Es requerido que respete la siguientes reglas:
1.No se permite las personas no empleadas por la compaa permanezca en la vivienda.
2.Mantener vivienda limpia y libre de basura adentro y afuera. Colocar toda la basura en botes de basura y contenedores de la basura.
3.No permitir que los visitantes o sus nios entren o juegen en los campos, graneros o alrededor del lugar.
4.Ser respetuosos de los vecinos:
a.Ningunas fiestas ruidosas, huspedes o visitantes muy tarde en la noche.
b.Ninguna msica en vivo o radios ruidosas.
c.No conducir los vehculos ms rpido que 5 mph.
d.No desechar los lquidos usados del vehculo en la tierra.
e.Ninguna pelea, disputa, discusin y ningunas armas.
5.Notificar inmediatamente a encargado de la granja de cualquier reparacin necesaria a la unidad de alojamiento.
6.Saber dnde se localiza el extinguidor. Mantenerlo accesible siempre.
a.No descargar innecesariamente.
b.Notificar a encargado en cualquier momento que se utilice.
c.El extinguidor se debe mantener en la unidad de alojamiento siempre.
7.Se prohibe a los trabajadores incapacitar a los detectores de humo. Nunca quitar las bateras para cualquier otro uso.
8.No se permite fumar dentro de las unidades de vivienda.
9.No se permite ningunas alteraciones a la unidad de alojamiento sin la aprobacin del campero.
10.El consumo de alcohol o sustancias ilegales est estrictamente prohibido en la propiedad de vivienda.
11.Mantenga la unidad de vivienda limpia e higinica, incluyendo la cocina, los baos y las duchas. Los platos deben lavarse inmediatamente despus de su uso y la basura debe desecharse diariamente para ayudar a controlar las plagas.

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 45

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

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

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

. Job Offer Information 46

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

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

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

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

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

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

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