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 * Farm Workers and Laborers, Crop

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	28	28	3. First Date * 9/4/2023	4. Last Date * 11/11/2023

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. 7 : 30 ☑ AM ☐ PM
b. 1 : 30 ☐ 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 §
$ 14 . 91	☑ HOUR ☐ MONTH	$ 00 . 50	per BU of Sweet potato. Estimated hourly wage rate equivalent for this piece rate is $ 14.50/hr, based on workers harvesting 29 (5/8 bu buckets)/hr on average. Guaranteed $14.91/hr

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.)

The employer will make the following deductions: Social Security tax and federal income tax withholding as required by Federal, State and local law, cash advances, over-payment of wages, and any other deductions expressly authorized by the worker in writing.

H-2A Case Number: H-300-23172-131445 Case Status: Full Certification Determination Date: 07/18/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

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

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

3. Training: number of months required. * 0

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

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☐ d. Drug screen
☑ e. Lifting requirement 100 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

C. Place of Employment Information

1. Place of Employment Address/Location *
651 Clover Rd

2. City *	3. State *	4. Postal Code *	5. County *
Rocky Mount	North Carolina	27801	Edgecombe

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

NONE

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *
S38225 - 744 East Tarboro Rd

2. City *	3. State *	4. Postal Code *	5. County *
Rocky Point	North Carolina	27801	Edgecombe

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

7. Total Units * 1

8. Total Occupancy * 12

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-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Also will provide transportation once per week to go to the stores and do laundry.

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 workers residing in the employer?s housing, employer will provide transportation between housing and worksite locations and for personal errands (e.g., groceries, banking services) in the form of retired school buses and trucks between employees housing location to the actual work site and return at the end of the workday without cost to the worker.

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

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

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 15 . 46	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

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

Applicants should contact the nearest Career Center for preemployment screening before contacting the employer, workers that meet the criteria will be interviews via telephone. All referrals are to be made to Fidel Cisneros (863) 990-0895Monday to Friday 8:00 am to 5:00 pm. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and they understand all the terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed activities at the discretion of the employer.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (863) 990-0895	N/A	fcofarcadia@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 §
Cisneros	Fidel	
4. Title *		
President		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	7/4/2023

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
009	Planting all crops	$ 14 . 91	Hour	$14.91 per hour
018	Sweet Potato Harvesting	$ 00 . 50	Piece Rate	Estimated hourly wage rate equivalent for this piece rate is $14.50/hr, based on workers harvesting 29 (5/8 bu buckets)/hr on average. Guaranteed $14.91/hr
026	Tobacco Harvesting	$ 14 . 91	Hour	$14.91 per hour
027	General Field Mainteance	$ 14 . 91	Hour	$14.91 Per hour
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		

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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ann Angus Farms	6407 Bullock School Rd Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
Ann Angus Farms	1173 Daughtridge Farm Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
Ann Angus Farms	3235 Pleasant Hill Rd Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
Ann Angus Farms	651 Clover Rd Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
V & V Farms	39 Baywood Ln Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
V & V Farms	6038 Faith Baptist Church Rd Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
V & V Farms	5778 Faith Baptist Church Rd Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
Nash Produce	7691 Hassell Rd Robersonville, North Carolina 27871 MARTIN	NONE	9/4/2023	11/11/2023	28
Nash Produce	1845 Grimes Rd Robersonville, North Carolina 27871 MARTIN	NONE	9/4/2023	11/11/2023	28
Nash Produce	3153 Vanderford Rd Robersonville, North Carolina 27871 MARTIN	NONE	9/4/2023	11/11/2023	28

D. Additional Housing Information

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 §
Nash Produce	2486 Batchelor Rd Nashville, North Carolina 27856 NASH	NONE	9/4/2023	11/11/2023	28
Thomas A Porter Farms, LLC	328 Rouse Rd Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
Thomas A Porter Farms, LLC	8920 Meadowbrook Rd Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
Thomas A Porter Farms, LLC	1030 Powell Rd Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
Thomas A Porter Farms, LLC	217 Freedom Ln Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
Robbins Brothers Farms, Inc.	7058 Williford Road Rocky Mount, North Carolina 27803 EDGECOMBE	None	9/4/2023	11/11/2023	28
Robbins Brothers Farms, Inc.	7071 Heffner Road Rocky Mount, North Carolina 27803 EDGECOMBE	None	9/4/2023	11/11/2023	28
Robbins Brothers Farms, Inc.	6905 Heffner Road Rocky Mount, North Carolina 27803 EDGECOMBE	None	9/4/2023	11/11/2023	28
Robbins Brothers Farms, Inc.	4946 Bend of the River Road Elm City, North Carolina 27822 WILSON	None	9/4/2023	11/11/2023	28
Robbins Brothers Farms, Inc.	5615 Davistown-Mercer Road Pinetops, North Carolina 27864 EDGECOMBE	None	9/4/2023	11/11/2023	28

D. Additional Housing Information

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 §
Pitts Farming, Inc	6972 Old Smithfield Rd Bailey , North Carolina 27807 NASH	NONE	9/4/2023	11/11/2023	28
Pitts Farming, Inc	4760 West Hornes Church Rd Bailey, North Carolina 27807 NASH	NONE	9/4/2023	11/11/2023	28
Pitts Farming, Inc	10159 Liles Rd Bailey, North Carolina 27807 NASH	NONE	9/4/2023	11/11/2023	28
Pitts Farming, Inc	905 Eunice Rd Bailey, North Carolina 27807 NASH	NONE	9/4/2023	11/11/2023	28
Pitts Farming, Inc	750 Squirrel Den Rd Bailey, North Carolina 27807 NASH	NONE	9/4/2023	11/11/2023	28
Pitts Equipment Shed, LLC	4962 West Hornes Church Rd Bailey, North Carolina 27807 NASH		9/4/2023	11/11/2023	28
J.B. Rose & Sons	1417 Old Bailey Hwy Nashville, North Carolina 27856 NASH	NONE	9/4/2023	11/11/2023	28
J.B. Rose & Sons	2109 E Old Spring Hope Road Nashville, North Carolina 27856 NASH	NONE	9/4/2023	11/11/2023	28
J.B. Rose & Sons	2495 Sherrod Road Nashville, North Carolina 27856 NASH	NONE	9/4/2023	11/11/2023	28
J.B. Rose & Sons	3778 Red Oak Road Nashville, North Carolina 27856 NASH	NONE	9/4/2023	11/11/2023	28

D. Additional Housing Information

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 §
Donnie Tyner Farms, Inc.	7257 Roy Ct Elm City, North Carolina 27822 WILSON		9/4/2023	11/11/2023	28
Donnie Tyner Farms, Inc.	3090 Bullock School Road Rocky Mount, North Carolina 27801 EDGECOMBE		9/4/2023	11/11/2023	28
Donnie Tyner Farms, Inc.	7505 E Langley Road Elm City, North Carolina 27822 WILSON		9/4/2023	11/11/2023	28
Gerald Tyner Farms, Inc.	62 Brake Road Rocky Mount, North Carolina 27801 EDGECOMBE		9/4/2023	11/11/2023	28
Gerald Tyner Farms, Inc.	7400-7778 Orchard Road Elm City, North Carolina 27822 WILSON		9/4/2023	11/11/2023	28
Ann Angus Farms	1006 Myers Rd Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28
Ann Angus Farms	1495 Flood Stone Rd Rocky Mount, North Carolina 27801 NASH	NONE	9/4/2023	11/11/2023	28

D. Additional Housing Information

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ☐ Rental or public accommodations	S6558 - 1019 W Beulah Rd Nashville, North Carolina 27856 NASH		1	10	☐ Local authority ☑ SWA ☑ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	S6904 - 1002 Taylors Store Road Nashville, North Carolina 27856 NASH		1	7	☐ Local authority ☑ SWA ☑ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	S27422--8683 OLD BAILEY HIGHWAY Spring Hope, North Carolina 27882 NASH		1	5	☐ Local authority ☑ SWA ☑ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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

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*) *

Tobacco Planting: Workers are to first load up the tobacco machines with trays of tobacco plant, 6-8 tobacco trays depending on the machine, and a few extra on top if needed. Workers will ride on tobacco machine and pull a bunch of tobacco plants from the tobacco trays and drop one tobacco plant in each cup in front of you as it spins in a circle. There are approximately 6 to 10 cups you must continuously drop a tobacco plant inside after it has emptied the previous tobacco plant. When setting tobacco by machine the worker must drop one plant in each cone repeatedly every two seconds without missing a cone. Any cone missed will be then set out by hand. Once a tobacco tray has emptied out you must turn the tobacco tray holder to continue onto the rest of the tobacco trays until finished. Once you have finished the tobacco trays you will come to a stop and you will unload the empty trays and load 6-8 or how many are need to continue throughout the day.

Workers that are resetting tobacco by hand where it was missed must first carry tobacco plant in a tray and walk behind the machine observing two or three different rows where a tobacco plant was missed or not planted by the machine. The worker will quickly make a 4-inch-deep hole in the ground, place the plant in the hole and cover the hole firmly. If more than two or 3 plants were missed in sequence you must space each hole about 12 inches apart repeatedly.

Tobacco Harvesting: Workers will start in a row with the first tobacco plant cutting off the top flower by hand properly without damaging leafs below. The worker must then use both hands in order to remove all the suckers that are in between the tobacco leaf and the stem of the tobacco plant. The worker will walk down his designated row working on every tobacco plant taking no more than 4 to 5 seconds. When this is finished the workers will again walk down the tobacco field on his designated row pulling off the bottom 3 to 5 ripe leafs off of every stock. If the leaf is not ripe you must leave it alone. The worker must stay down moving forward placing each leaf on his side until the worker has no more room and must walk over to unload his bundle of tobacco leafs into the tobacco trailer. Workers will put tobacco leafs in boxes and will take the boxes into the barn, once the tobacco is cured it needs to be sorted and put in bails. Any leafs dropped by the worker must be picked up. The tobacco tractor and trailer will always be in the middle of a group moving forward. The worker must due this process 3 to 4 different period of times as leafs ripen on every stock.

Sweet Potatoes Planting: Workers will select large sweet potato plant from the sweet potato beds; they will cut the plants and place into a basket. Once the basket is full and tight the process will be done again. The worker must be able to complete four to six baskets every hour. Worker must place each full basket onto truck or trailer to be taken to the field. Workers will then plant sweet potato by machine and by hand. When planting by machine the worker must first load up their trays with sweet potato plants. Then the worker will be instructed how to place a plant on the butterfly device of the machine. As the machine turns in a circle you must place a sweet potato plant without missing. The plant end must stick out of the butterfly device at least 3-4 inches in order to be planted correctly. The process is continued until you must reload with plant and continue where left off. When done by hand the worker will walk down the field behind the tractor and make a 3-4 inch hole in the ground, place the plant in the hole, cover the hole firmly, and space each hole about 10 inches apart repeatedly throughout the daily shift. You must stay closely behind the tractor incase you need more plant.

b. Job Offer Information 2

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

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

This type of work, involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. The work requires a high level of physical conditioning. Due to the type of work involved, there is a Probationary Period of five (5) days beginning with the first day of employment, to show possession of the requisite physical strength and endurance to perform this type of work.

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*) *

The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.

d. Job Offer Information 4

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

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

El empleador realizar las siguientes deducciones: retencin del impuesto a la Seguridad Social y del impuesto federal sobre la renta, segn lo exijan las leyes federales, estatales y locales, adelantos en efectivo, pago excesivo de salarios y cualquier otra deduccin expresamente autorizada por el trabajador por escrito.

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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 1

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

Sweet Potato Harvesting: The worker will pick the sweet potatoes up from the ground by class. There are 3 types of classes of sweet potato that require harvesting at once which are number 1's (large potato), canner(medium small broken cracked unshaped potato's), and seed (small potato's). The worker must first select number 1's placing them in a five gallon bucket, once the bucket is full, the worker will take the bucket to the truck and dump the sweet potatoes in the back of the truck. A small ticket will be given to you to keep and a total will be counted at the end of each day. The workers will then go back to the picking area and fill his bucket up with canner sweet potato. Once the bucket is full the worker will take the bucket to the truck and dump the bucket. The worker will go back to his picking area and fill his bucket up with seed sweet potato.
Dumping Buckets: The worker will stand on top of the truck, harvesters will pass their full bushels to the worker and the worker will empty the contents into the truck.
General Farm Work: Workers must be able to perform general field maintenance and if necessary to assist in the use of farm equipment such as tractors, trucks and harvest machinery, etc.
The worker in order to perform this kind of work must be able to work outside for at least 6 hours a day in all kinds of weather and be in possession of the requisite physical strength and endurance, working quickly and skillfully with their hands.
The employer will provide the tools necessary to perform the described job duties, without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.

Employees may volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur any time throughout the season. If workers request a leave of absence during the contract period, the hours will be deducted from the hours offered under the ETA 790A for the purposes of the three-quarter guarantee.

A copy of the work contract or a copy of the ETA 790 in lieu of a work contract, and any modifications, will be provided to the 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 going from an H-2A employer to a subsequent H-2A employer, a copy of the contract will be provided no later than the time an offer of employment is made by the subsequent H-2A employer.

f. Job Offer Information 6

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

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

Plantacin de tabaco: los trabajadores primero deben cargar las mquinas de tabaco con bandejas de planta de tabaco, de 6 a 8 bandejas de tabaco segn la mquina, y unas cuantas ms si es necesario. Los trabajadores montarn en la mquina de tabaco y sacarn un montn de plantas de tabaco de las bandejas de tabaco y dejarn caer una planta de tabaco en cada taza frente a usted mientras gira en crculo. Hay aproximadamente de 6 a 10 tazas en las que debe dejar caer continuamente una planta de tabaco despus de que haya vaciado la planta de tabaco anterior. Al colocar tabaco a mquina, el trabajador debe dejar caer una planta en cada cono repetidamente cada dos segundos sin perder un cono. Cualquier cono perdido se colocar a mano. Una vez que se haya vaciado una bandeja de tabaco, debe girar el soporte de la bandeja de tabaco para continuar con el resto de bandejas de tabaco hasta terminar. Una vez que haya terminado con las bandejas de tabaco, se detendr y descargar las bandejas vacas y cargar 6-8 o cuantas sean necesarias para continuar a lo largo del da.
Los trabajadores que estn reiniciando el tabaco a mano donde se perdi primero deben llevar la planta de tabaco en una bandeja y caminar detrs de la mquina observando dos o tres filas diferentes donde la mquina no plant o no plant una planta de tabaco. El trabajador har rpidamente un hoyo de 4 pulgadas de profundidad en el suelo, colocar la planta en el hoyo y lo tapar firmemente. Si se perdieron ms de dos o 3 plantas en secuencia, debe espaciar cada hoyo a una distancia de aproximadamente 12 pulgadas repetidamente.
Cosecha de tabaco: los trabajadores comenzarn en fila con la primera planta de tabaco cortando la flor superior a mano correctamente sin daar las hojas de abajo. El trabajador debe entonces usar ambas manos para quitar todos los chupones que estn entre la hoja de tabaco y el tallo de la planta de tabaco. El trabajador caminar por su fila designada trabajando en cada planta de tabaco en no ms de 4 a 5 segundos. Cuando esto termine, los trabajadores volvern a caminar por el campo de tabaco en su fila designada, arrancando las 3 a 5 hojas maduras inferiores de cada stock. Si la hoja no est madura, debes dejarla en paz. El trabajador debe quedarse abajo avanzando colocando cada hoja de lado hasta que el trabajador no tenga ms espacio y debe caminar para descargar su fardo de hojas de tabaco en el remolque de tabaco. Los trabajadores pondrn hojas de tabaco en cajas y llevarn las cajas al granero, una vez que el tabaco est curado, debe clasificarse y colocarse en fianzas. Cualquier hoja que el trabajador deje caer debe ser recogida. El tractor y el remolque de tabaco siempre estarn en medio de un grupo que avanza. El trabajador debe realizar este proceso de 3 a 4 tiempos diferentes a medida que maduran las hojas en cada cepa.
Siembra de batatas: Los trabajadores seleccionarn plantas grandes de batatas de los semilleros de batatas; cortarn las plantas y las colocarn en una canasta. Una vez que la cesta est llena y apretada se volver a realizar el proceso. El trabajador debe poder completar de cuatro a seis canastas cada hora. El trabajador debe colocar cada canasta llena en el camin o remolque para llevarla al campo. Luego, los trabajadores plantarn camote a mquina ya mano. Al sembrar a mquina, el trabajador primero debe cargar sus bandejas con plantas de boniato.

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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Part 2

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

. Luego, se le indicar al trabajador cmo colocar una planta en el dispositivo de mariposa de la mquina. A medida que la mquina gira en crculo debes colocar una planta de boniato sin que falte. El extremo de la planta debe sobresalir del dispositivo de mariposa por lo menos 3-4 pulgadas para que se plante correctamente. El proceso contina hasta que debe volver a cargar con la planta y continuar donde lo dej. Cuando se haga a mano, el trabajador caminar por el campo detrs del tractor y har un hoyo de 3 a 4 pulgadas en el suelo, colocar la planta en el hoyo, cubrir el hoyo con firmeza y espaciar cada hoyo con una separacin de aproximadamente 10 pulgadas repetidamente a lo largo del da. cambio. Debe permanecer muy cerca del tractor en caso de que necesite ms plantas.
Cosecha de batatas: El trabajador recoger las batatas del suelo por clase. Hay 3 tipos de clases de camote que requieren cosecharse a la vez, que son el nmero 1 (papa grande), el enlatador (papa mediana, pequea, rota, agrietada y sin forma) y la semilla (papa pequea). El trabajador primero debe seleccionar los nmeros 1 colocndolos en un balde de cinco galones, una vez que el balde est lleno, el trabajador llevar el balde al camin y arrojar las batatas en la parte trasera del camin. Se le dar un boleto pequeo para que lo guarde y se contar un total al final de cada da. Luego, los trabajadores regresarn al rea de recoleccin y llenarn su balde con camote enlatado. Una vez que el balde est lleno, el trabajador llevar el balde al camin y lo descargar. El trabajador regresar a su rea de recoleccin y llenar su balde con semilla de camote.
Cubos de descarga: el trabajador se parar encima del camin, las cosechadoras pasarn sus fanegas llenas al trabajador y el trabajador vaciar el contenido en el camin.
Trabajo agrcola general: los trabajadores deben poder realizar el mantenimiento general del campo y, si es necesario, ayudar en el uso de equipos agrcolas como tractores, camiones y maquinaria de cosecha, etc.
El trabajador para realizar este tipo de trabajo debe ser capaz de trabajar al aire libre durante al menos 6 horas al da en todo tipo de clima y estar en posesin de la fuerza y resistencia fsica requerida, trabajando con rapidez y destreza con sus manos.
El patrn proporcionar las herramientas necesarias para el desempeo de las funciones de trabajo descritas, sin cargo para el trabajador. El empleador le cobrar al trabajador los costos razonables relacionados con la negativa del trabajador o la falta negligente de devolver las herramientas o debido al dao intencional o la destruccin de las herramientas por parte de dicho trabajador.

Los empleados pueden ofrecerse como voluntarios para trabajar horas adicionales cuando haya trabajo disponible. Los trabajadores deben esperar perodos ocasionales de poco o ningn trabajo debido al clima, cultivos u otras condiciones fuera del control del empleador. Estos perodos pueden ocurrir en cualquier momento durante la temporada. Si los trabajadores solicitan una excedencia durante la vigencia del contrato, las horas se descontarn de las ofertadas en la ETA 790A a efectos de la garanta de las tres cuartas partes.

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Part 3

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

Una copia del contrato de trabajo o una copia del ETA 790 en lugar de un contrato de trabajo, y cualquier modificacin, se proporcionar al trabajador H-2A a ms tardar en el momento en que el trabajador solicite la Visa, o a trabajador en el empleo correspondiente, a ms tardar el da en que comienza el trabajo. Para un trabajador H-2A que pasa de un empleador H-2A a un empleador H-2A posterior, se proporcionar una copia del contrato a ms tardar en el momento en que el empleador H-2A presente una oferta de empleo.

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

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

The inbound transportation will be reimbursed on the basis of no less than the most economical and reasonable charges for the distance involved. For outbound, If the worker completes the work contract period, or is terminated without cause, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract has agreed to pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer is not required to provide or pay for such expenses. The employer will provide or pay for a charter bus services for inbound and outbound.

j. Job Offer Information 10

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

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

Para los trabajadores contratados ms all de la distancia de viaje normal, despus de completar el 50 por ciento del perodo del contrato de trabajo, el empleador reembolsar al trabajador los costos incurridos por el trabajador por el transporte y la subsistencia diaria, segn lo exigen las regulaciones del DOL, desde el lugar desde el cual El trabajador ha venido a trabajar para el empleador al lugar de empleo. El transporte entrante ser reembolsado sobre la base de no menos que los cargos ms econmicos y razonables por la distancia involucrada. Para transporte de salida, si el trabajador completa el perodo del contrato de trabajo, o es despedido sin causa, el empleador proporcionar o pagar el transporte y la subsistencia diaria del trabajador desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo intermedio, vino a trabajar para el empleador, o, si el trabajador ha contratado a un empleador posterior que no ha acordado en ese contrato proporcionar o pagar el transporte de los trabajadores y los gastos de subsistencia diarios desde el lugar de trabajo de los empleadores hasta el lugar de trabajo de dichos empleadores, el empleador proporcionar o pagar tales gastos; excepto que, si el trabajador ha contratado un empleo con un empleador posterior que, en ese contrato, ha acordado pagar el transporte de los trabajadores y los gastos diarios de subsistencia desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador no est obligado a proporcionar o pagar para tales gastos. El empleador proporcionar o pagar un servicio de autobs chrter para el trabajo de entrada y salida.

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 *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meals Provision Spanish Version

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

La vivienda proporcionada por el empleador incluye instalaciones de cocina gratuitas y convenientes con equipos, electrodomsticos, accesorios de cocina y lavaplatos apropiados para la preparacin de comidas. Tambin proporcionar transporte una vez por semana para ir a las tiendas y lavar la ropa.

l. Job Offer Information 12

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

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

Antes de contactar con el empleador, todos los solicitantes deberan contactar con la oficina de empleos mas cercana para el proceso de seleccion pre empleo, a los seleccionados se les hara una entrevista via telefonica. Todas las referencias debern ser hechas a Fidel Cisneros (863) 990-0895de Lunes a Viernes de 8:00 am a 5:00 pm. Antes de ser referidos, los trabajadores debern de leer o ser ledo la oferta de trabajo y entender todos los trminos y las condiciones de empleo, tambin que se espera que trabajen durante el termino de empleo especificado y que deben estar disponibles para cualquier actividad mencionada a discrecin del patrn.

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 - Job Requirements Spanish Version

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

Este tipo de trabajo implica condiciones de trabajo que requieren una resistencia tremenda, un alto nivel de actividad fsica en condiciones de fro o calor extremo bajo la luz solar directa y en condiciones climticas adversas como la lluvia. El trabajo requiere un alto nivel de acondicionamiento fsico. Debido al tipo de trabajo involucrado, hay un Perodo de prueba de cinco (5) das que comienza con el primer da de empleo, para mostrar la posesin de la fuerza fsica y la resistencia necesarias para realizar este tipo de trabajo.

n. Job Offer Information 14

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

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

Employer will have free transportation available for workers not residing in the employers housing, workers will be transported to the work site from a designated daily job reporting site and at the end of the work day they will be transported back to the reporting site.
Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following:
Vehicles, 4 retired school buses and one truck, buses can accommodate 48,46,46,10 and truck can accommodate 17 individuals.
If workers' compensation is used to cover transportation in lieu of vehicle insurance, the employer will ensure that workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation and it must have property damage insurance.
All means of transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR 655.122(h)(4).

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

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

Para los trabajadores que residen en la vivienda del empleador, el empleador proporcionar transporte entre la vivienda y los lugares de trabajo y para mandados personales (por ejemplo, comestibles, servicios bancarios) en forma de autobuses escolares jubilados y camionetas entre la ubicacin de vivienda de los empleados hasta el lugar de trabajo real y el regreso al final de la jornada laboral sin costo para el trabajador. El empleador tendr transporte gratuito disponible para los trabajadores que no residan en la vivienda del empleador, los trabajadores sern transportados al lugar de trabajo desde un lugar de trabajo diario designado y al final de la jornada laboral sern transportados de regreso al lugar de reporte.
El tipo de vehculo, la cantidad y la capacidad de asientos estn por definirse y pueden variar, pero pueden incluir cualquier combinacin de lo siguiente:
Vehculos, 4 autobuses escolares retirados y una camioneta , los autobuses pueden acomodar entre 48,46,46,10 personas por autobs y la camioneta puede transportar 17 personas.
Si la compensacin de los trabajadores se usa para cubrir el transporte en lugar del seguro del vehculo, el empleador se asegurar de que la compensacin de los trabajadores cubra todos los viajes o que exista un seguro de vehculos para brindar cobertura para los viajes no cubiertos por la compensacin de los trabajadores y debe tener seguro de daos a la propiedad.
Todos los medios de transporte cumplirn con todas las leyes y reglamentos federales, estatales y locales aplicables, de acuerdo con 20 CFR 655.122(h)(4).

p. Job Offer Information 16

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	

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

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