



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	
		128	128	3. First Date * 4/15/2024		4. Last Date * 11/30/2024	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week (an entry is required for each box below) *							
36	a. Total Hours		6	c. Monday	6	e. Wednesday	6
0	b. Sunday		6	d. Tuesday	6	f. Thursday	6
						g. Friday	
						h. Saturday	
7. Hourly Work Schedule *							
						a. <u>7</u> : <u>30</u>	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
						b. <u>1</u> : <u>30</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ <u>15</u> . <u>81</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>00</u> . <u>50</u>		\$0.50 per 40 lbs 5/8 BU bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hr based on workers harvesting 30 buckets/hr. Guaranteed \$15.81 per hour.	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
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.							



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B. Minimum Job Qualifications/Requirements

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

C. Place of Employment Information

1. Place of Employment Address/Location *				
179 NC 97 East				
2. City *		3. State *	4. Postal Code *	5. County *
Tarboro		North Carolina	27886	Edgecombe
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Worksite location may include adjacent or surrounding fields				
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *				
1731 Roberson School Rd				
2. City *		3. State *	4. Postal Code *	5. County *
Tarboro		North Carolina	27886	Edgecombe
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range)			3	116
<input type="checkbox"/> Rental or public				
9. Identify the entity that determined the housing met all applicable standards: *				
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> *				
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? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A



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E. Provision of Meals

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

2. The employer: *

	<input checked="" type="checkbox"/> WILL NOT charge workers for meals.		
	<input type="checkbox"/> 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 buses 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



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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 Luis A Becerra (863) 990-4272 Monday 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 * +1 (863) 990-4272	3. Extension § N/A	4. Email Address to Apply * luis0149@aol.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? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

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

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 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).



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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).



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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



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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 * Becerra	2. First (given) name * Luis	3. Middle initial § A
4. Title * Owner		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/6/2024
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
026	Tobacco	\$ 15 . 81	Hour	Tobacco Planting \$15.81/hr Tobacco Harvesting \$15.81/hr
009	Planting of all Crops	\$ 15 . 81	Hour	\$15.81 per hour
025	General Field Maintenance	\$ 15 . 81	Hour	\$15.81 per hour
018	Sweet Potato Harvesting	\$ 00 . 50	Piece R	Sweet Potato Harvesting \$0.50 per 40 lbs 5/8 BU bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hr based on workers harvesting 30 buckets/hr. Guaranteed \$15.81 per hour.
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		

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

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Anderson Farms	179 NC 97 East Tarboro, North Carolina 27886 EDGECOMBE	Work site location may include nearby or adjacent fields	4/15/2024	11/30/2024	128

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	2374 Bethlehem Church Road Tarboro, North Carolina 27886 EDGECOMBE	The employer will provide to workers who are not reasonably able to return to their residence within the same day, housing, without charge to the worker. However, 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 will be responsible for maintaining housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment.	2	40	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	746 Maple Swamp Rd Tarboro, North Carolina 27886 EDGECOMBE	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.	2	40	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Tobacco Plantation: The short period of plantation: Workers are to begin loading tobacco trays from the greenhouse onto the trailers to be taken to the field. Once at the field the workers will load 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 handful 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 the cup after it has emptied the previous tobacco plant. Once a tobacco tray has emptied out you must turn the tobacco tray holder to continue onto the rest of the tobacco trays until all tobacco trays are empty. Once you have emptied the tobacco trays on the machine you will come to a stop, you will unload the empty trays, and reload 6-8 full tobacco trays 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 ware 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. At the end tobacco planting the trays must be washed, cleaned, and stored. Harvesting period: Workers will start in a tobacco row by first cutting off the top flower by hand properly without damaging valuable leaves 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. This process takes about 4-5 second for each plant. The same process will be done to all tobacco plants that are mature. Immature tobacco plants that have not sprouted the flower must Not be touched. While you are topping the flower and suckers, if any weeds are visible in the row you are working on, they must pull out of ground, shaken so dirt falls off and laid across the row perpendicular so the weeds do not grow again. Harvesting Ripe Tobacco Leaves; workers will be given a row where the worker will be instructed to break off 3-5 ripe yellow leaves from the bottom stalk of each tobacco plant on the given row designated. Workers will stay stooped down breaking off the tobacco leaves until you have a full bundle of leaves where then you will have to walk across rows to unload into the trailer. A tractor hooked with a trailer will be driven in the tractor row, in the middle of the workers, in order for the workers to unload the bundles of tobacco. Once you have unloaded the tobacco leaves you will walk back quickly to the row and continue breaking off the tobacco leaves from where you left off without missing any stalk unless the tobacco stalk is not ripe. Any leaves that have fallen when unloading or in the process of harvesting must be picked up from the ground. This will be done repeatedly throughout the day harvesting several plants and rows until the quota for the day has been met. Once all the tobacco has been harvested from the bottom stalk or first level you will then be instructed to due the same process again breaking off another 3-5 ripe tobacco leaves from the second level, this process is done a total of 4 time to all tobacco plants from mid-July to September during the summer heat. Harvesting the tobacco leaves is done once there is no dew on the leave. The harvested tobacco leaves are taken to a designated area where the tobacco leaves are unloaded from the trailer.</p>			

b. Job Offer Information 2

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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.</p>			

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral/Hiring Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * Antes de contactar con el empleador, todos los solicitantes deberán 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 deberan ser hechas a Luis A Becerra (863) 990-4272 de 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 terminos y las condiciones de empleo, tambien que se espera que trabajen durante el termino de empleo especificado y que deben estar disponibles para cualquier actividad mencionada a discrecion del patron.			

d. Job Offer Information 4

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

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

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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 - Inbound/Outbound Spanish
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Para los trabajadores contratados ms all de la distancia de viaje normal, despues de completar el 50 por ciento del perodo del contrato de trabajo, el empleador reembolsar al trabajador los costos incurridos por el trabajador por el transporte y la subsistencia diaria, segn lo exigen las regulaciones del DOL, desde el lugar desde el cual El trabajador 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 economicos 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.</p>			

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation- Continued
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>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. The designated daily job reporting location is the worksite located on Section C. of ETA Form 790. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: Vehicles: 1 bus with capacity for 49 passengers and 3 buses with capacity for 45 passengers each. 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).</p>			

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

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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 - Daily Transportation Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Para los trabajadores que residen en la vivienda del empleador, el empleador proporcionara transporte entre la vivienda y los lugares de trabajo y para mandados personales (por ejemplo, comestibles, servicios bancarios) en forma de autobuses entre la ubicacion 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 tendra transporte gratuito disponible para los trabajadores que no residan en la vivienda del empleador, los trabajadores seran transportados al lugar de trabajo desde un lugar de trabajo diario designado y al final de la jornada laboral seran transportados de regreso al lugar de reporte. El lugar designado para el transporte diario ser la direccin en la seccion C..en la ETA Form 790. El tipo de vehiculo, la cantidad y la capacidad de asientos estan por definirse y pueden variar, pero pueden incluir cualquier combinacion de lo siguiente: Vehiculos: 1 autobus con capacidad para 49 pasajeros y 3 autobuses con capacidad para 45 pasajeros cada uno. Si la compensacion de los trabajadores se usa para cubrir el transporte en lugar del seguro del vehiculo, el empleador se asegurara de que la compensacion de los trabajadores cubra todos los viajes o que exista un seguro de vehiculos para brindar cobertura para los viajes no cubiertos por la compensacion de los trabajadores y debe tener seguro de danos a la propiedad. Todos los medios de transporte cumpliran con todas las leyes y reglamentos federales, estatales y locales aplicables, de acuerdo con 20 CFR 655.122(h)(4).			

h. Job Offer Information 8

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 (<i>up to 3,500 characters</i>) * El empleador realizara las siguientes deducciones: retencion del impuesto a la Seguridad Social y del impuesto federal sobre la renta, segun lo exijan las leyes federales, estatales y locales, adelantos en efectivo, pago excesivo de salarios y cualquier otra deduccion expresamente autorizada por el trabajador por escrito.			

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



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued Part 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Tobacco Barns Ripe Tobacco: First the workers must unload metal boxes from tobacco barns one at a time by pulling the box out where then a forklift will lift and place box onto rail or assembly line. The metal boxes are laid, the workers will open each box, and push each box in place under the tobacco leaf loader where the workers must spread out the tobacco leaves that are dropping in the box evenly. Once the tobacco box is full the workers will push the box forward on the rail. The workers will close the box and begin to insert metal rods in each hole the box has. The box will be lifted by forklift and placed in the barn where the workers must push each box until the barn is full. This process is done continuously throughout the day until last box of the quota has been reached. Some workers may need to drive a forklift to move tobacco boxes. Tobacco Barns Cured Tobacco; when the tobacco has been cured the metal boxes must be brought out by a forklift worker, where the workers will pull the pins so that cured tobacco leaves fall and are graded by the workers. The cured tobacco is graded by taking out burnt/black tobacco leaves and swell stems. Workers will then bail the tobacco leaves. Workers will make sure all cured tobacco leaves have come out so the box is ready to be fill with ripe leaves again. Paper, plastic, aluminum, and any other debris is not permitted in this area of work. Workers will continue this process until all work has finished for the day. Some workers may need to drive a forklift to move tobacco boxes. Sweet Potatoes: Plantation: Workers will select large sweet potato plant from the beds; they will cut with a knife the sweet potato plant 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 4-5 baskets every hour. Knives must never touch the ground when cutting the plant. Workers will then plant sweet potato by machine and by hand. Workers must first load sweet potato box plants onto the machine so that you have enough plants to plant for an hour or until they give out. When planting by machine the worker will set a plant on the butterfly device that holds the plant repeatedly. The plant end must stick out of the butterfly filling device at least 4-6 inches in order to be planted correctly. When done by hand the worker will walk behind the machine observing two rows at a time and every miss plant the worker will make a 4-6 inches hole in the ground, place a sweet potato plant in the hole, cover the hole firmly, and space each hole about 10 inches apart repeatedly when there are several miss plants on the same row throughout the daily shift. Harvesting Sweet Potato period: The worker will grade and pick each sweet potato up from the ground and place into a 5/8-bushel bucket that will be given at the beginning of the harvest season. There are 2 types of sweet potato grades that require harvesting at once which are number 1's (large potato) and seed (small potato's). The worker must first select number 1's placing them in a 5/8-bushel bucket, once the bucket is completely full, the worker will take the bucket to the front of the truck and another worker will dump the sweet potatoes in a box on the truck.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued Part 3
<p>3. Details of Material Term or Condition (up to 3,500 characters) * A small ticket will be given to the harvesting worker to keep and a total will be counted at the end of each day. The workers will then go back to the picking area where they left off and do this process a few more times until there is enough to begin filling up the bucket with seed sweet potato. Once the bucket is completely full of seed sweet potato the worker will take the bucket to the back of the truck and another worker will dump the bucket into a box. The worker will go back to his picking area and fill his bucket up with number 1 sweet potato and do the entire process again until there is enough seed to fill up a bucket. Sweet potato must be placed in the buckets gently so they do not scar or bruise. If the buckets are not completely full then they will not be accepted. 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 a possession of the requisite physical strength and endurance, working quickly and skillfully with their hands repeatedly. The employer will provide the tools necessary (if applicable) 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 such worker's willful damage or destruction of the tools. Some workers may need to help unload the sweet potato boxes off the truck and be placed in the sweet potato house using a forklift. The employer will provide the tools necessary (if applicable) 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 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.</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 1
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Plantacin de Tabaco: El corto periodo de plantacin: Los trabajadores deben comenzar a cargar las bandejas de tabaco del invernadero a los remolques para llevarlas al campo. Una vez en el campo, los trabajadores cargarn 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 puado 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 dentro de la taza despus de que haya vaciado la planta de tabaco anterior. 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 que todas las bandejas de tabaco estn vacas. Una vez que haya vaciado las bandejas de tabaco en la mquina, se detendr, descargar las bandejas vacas y volver a cargar 6-8 bandejas de tabaco llenas o cuntas 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. Al final de la siembra de tabaco, las bandejas deben lavarse, limpiarse y almacenarse. Perodo de cosecha: los trabajadores comenzarn en una hilera de tabaco cortando primero la flor superior a mano correctamente sin daar las hojas valiosas que se encuentran debajo. 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. Este proceso toma alrededor de 4-5 segundos para cada planta. El mismo proceso se har con todas las plantas de tabaco que estn maduras. Las plantas de tabaco inmaduras que no han brotado la flor no deben tocarse. Mientras est rematando la flor y los chupones, si se ven malas hierbas en la fila en la que est trabajando, deben sacarse del suelo, sacudirse para que la tierra caiga y colocarse en la fila perpendicular para que las malas hierbas no vuelvan a crecer. Cosecha de hojas de tabaco maduras; a los trabajadores se les dar una fila en la que se les indicar que rompan de 3 a 5 hojas amarillas maduras del tallo inferior de cada planta de tabaco en la fila designada. Los trabajadores permanecern encorvados rompiendo las hojas de tabaco hasta que tenga un paquete completo de hojas donde luego tendr que caminar a travs de las filas para descargar en el remolque. Se conducir un tractor enganchado a un remolque en la fila de tractores, en medio de los trabajadores, para que los trabajadores descarguen los fardos de tabaco. Una vez que haya descargado las hojas de tabaco, caminar rpidamente de regreso a la fila y continuar rompiendo las hojas de tabaco desde donde las dej sin perder ningn tallo, a menos que el tallo de tabaco no est maduro. Las hojas que hayan cado durante la descarga o en el proceso de recoleccin deben recogerse del suelo.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * . Esto se har repetidamente a lo largo del da cosechando varias plantas e hileras hasta alcanzar la cuota del da. Una vez que se haya cosechado todo el tabaco del tallo inferior o primer nivel, se le indicar que realice el mismo proceso nuevamente rompiendo otras 3-5 hojas de tabaco maduras del segundo nivel, este proceso se realiza un total de 4 veces para todos plantas de tabaco desde mediados de julio hasta septiembre durante el calor del verano. La recoleccin de las hojas de tabaco se realiza una vez que no hay roco en la hoja. Las hojas de tabaco cosechadas se llevan a un rea designada donde las hojas de tabaco se descargan del remolque. Graneros de tabaco Tabaco maduro: Primero, los trabajadores deben descargar las cajas de metal de los graneros de tabaco una a la vez tirando de la caja hacia afuera, donde luego un montacargas levantar y colocar la caja en el riel o en la lnea de ensamble. Se colocan las cajas de metal, los trabajadores abriern cada caja y empujarn cada caja en su lugar debajo del cargador de hojas de tabaco donde los trabajadores deben distribuir las hojas de tabaco que caen en la caja de manera uniforme. Una vez que la caja de tabaco est llena, los trabajadores empujarn la caja hacia adelante sobre el riel. Los trabajadores cerrarn la caja y comenzarn a insertar varillas de metal en cada orificio que tiene la caja. La caja se levantar con un montacargas y se colocar en el galpn donde los trabajadores debern empujar cada caja hasta llenar el galpn. Este proceso se realiza de forma continua a lo largo del da hasta llegar a la ltima casilla del cupo. Algunos trabajadores pueden necesitar conducir un montacargas para mover cajas de tabaco. Establos de Tabaco Tabaco Curado; cuando el tabaco ha sido curado, las cajas metlicas deben ser sacadas por un carretilero, donde los trabajadores tirarn de los pasadores para que las hojas de tabaco curado caigan y sean clasificadas por los trabajadores. El tabaco curado se clasifica extrayendo hojas de tabaco quemadas/negras y tallos hinchados. Luego, los trabajadores achicarn las hojas de tabaco. Los trabajadores se asegurarn de que todas las hojas de tabaco curadas hayan salido para que la caja est lista para llenarse nuevamente con hojas maduras. No se permite el uso de papel, plstico, aluminio y otros desechos en esta rea de trabajo. Los trabajadores continuarn este proceso hasta que todo el trabajo del da haya terminado. Algunos trabajadores pueden necesitar conducir un montacargas para mover cajas de tabaco. Batatas: Plantacin: Los trabajadores seleccionarn una gran planta de batatas de las camas; cortarn con un cuchillo la planta de camote y la colocarn en una canasta. Una vez que la cesta est llena y apretada se volver a realizar el proceso. El trabajador debe ser capaz de completar 4-5 canastas cada hora. Los cuchillos nunca deben tocar el suelo al cortar la planta. Luego, los trabajadores plantarn camote a mquina ya mano. Los trabajadores primero deben cargar plantas de caja de camote en la mquina para que tenga suficientes plantas para sembrar durante una hora o hasta que se agoten. Al plantar con mquina, el trabajador colocar una planta en el dispositivo de mariposa que sostiene la planta repetidamente. El extremo de la planta debe sobresalir del dispositivo de mariposa al menos entre 4 y 6 pulgadas para que se pueda plantar correctamente.</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 4
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Cuando se haga a mano, el trabajador caminar detrás de la máquina observando dos filas a la vez y cada vez que falle una planta, el trabajador har un hoyo de 4 a 6 pulgadas en el suelo, colocar una planta de camote en el hoyo, cubrir el hoyo con firmeza y espaciar cada hoyo con una separación de aproximadamente 10 pulgadas repetidamente cuando haya varias plantas extrañas en la misma fila durante el turno diario. Período de cosecha de camote: el trabajador clasificar y recoger cada camote del suelo y lo colocar en un cubo de 5/8 bushel que se entregará al comienzo de la temporada de cosecha. Hay 2 tipos de grados de batata que requieren cosecharse a la vez, que son la número 1 (papa grande) y la semilla (papa pequeña). El trabajador primero debe seleccionar los números 1 colocándolos en una cubeta de 5/8 bushel, una vez que la cubeta está completamente llena, el trabajador llevará la cubeta al frente del camino y otro trabajador vaciará las batatas en una caja en el camino. Se entregará un pequeño boleto al trabajador de cosecha para que lo conserve y se contará un total al final de cada día. Luego, los trabajadores regresan al área de recolección donde lo dejaron y realizan este proceso unas cuantas veces más hasta que haya suficiente para comenzar a llenar el balde con camote de semilla. Una vez que el balde está completamente lleno de semilla de camote, el trabajador llevará el balde a la parte trasera del camino y otro trabajador lo vaciará en una caja. El trabajador regresará a su área de recolección y llenará su balde con la batata número 1 y realizará todo el proceso nuevamente hasta que haya suficiente semilla para llenar un balde. La batata debe colocarse en los cubos con cuidado para que no se cicatricen ni se magullen. Si los baldes no están completamente llenos, no serán aceptados. El trabajador para realizar este tipo de trabajo debe ser capaz de trabajar al aire libre durante al menos 6 horas al día en todo tipo de clima y estar en posesión de la fuerza física y resistencia necesarias, trabajando con las manos rápidas y habilmente en repetidas ocasiones. El empleador proporcionará las herramientas necesarias (si corresponde) para realizar las funciones laborales descritas sin cargo para el trabajador. El empleador le cobrará al trabajador los costos razonables relacionados con la negativa del trabajador o la falta negligente de devolver las herramientas o debido al daño o destrucción intencional de las herramientas por parte de dicho trabajador. Es posible que algunos trabajadores necesiten ayudar a descargar las cajas de batatas del camino y colocarlas en la casa de batatas con un montacargas. El empleador proporcionará las herramientas necesarias (si corresponde) para realizar las funciones laborales descritas sin cargo para el trabajador. El empleador le cobrará al trabajador los costos razonables relacionados con la negativa del trabajador o la falta negligente de devolver las herramientas o debido al daño intencional o la destrucción de las herramientas por parte de dicho trabajador.</p>			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 5
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Los empleados pueden ofrecerse como voluntarios para trabajar horas adicionales cuando haya trabajo disponible. Los trabajadores deben esperar períodos ocasionales de poco o ningún trabajo debido al clima, cultivos u otras condiciones fuera del control del empleador. Estos períodos pueden ocurrir en cualquier momento durante la temporada. Si los trabajadores solicitan una excedencia durante la vigencia del contrato, las horas se descontarán de las ofertadas en la ETA 790A a efectos de la garantía de las tres cuartas partes.</p> <p>Una copia del contrato de trabajo o una copia del ETA 790 en lugar de un contrato de trabajo, y cualquier modificación, se proporcionará al trabajador H-2A a más tardar en el momento en que el trabajador solicite la Visa, o al trabajador en el empleo correspondiente, a más tardar el día en que comienza el trabajo. Para un trabajador H-2A que pasa de un empleador H-2A a un empleador H-2A posterior, se proporcionará una copia del contrato a más tardar en el momento en que el empleador H-2A presente una oferta de empleo.</p>			

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

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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 - Job Requirements Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Este tipo de trabajo implica condiciones de trabajo que requieren una resistencia tremenda, un alto nivel de actividad fsica en condiciones de frio o calor extremo bajo la luz solar directa y en condiciones climticas adversas como la lluvia. El trabajo requiere un alto nivel de acondicionamiento fisico.</p>			

p. Job Offer Information 16

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>El patrn proveer gratuitamente un lugar conveniente y total mente equipado con refrigerador, estufa, ollas, sartenes, utensilios y espacio con mostrador para cocinar, a los empleados que se alojen en las viviendas proporcionadas por el patr para que puedan preparar sus propios alimentos. Tambin proveer trasporte una vez por semana para ir a las tiendas y lavar ropa.</p>			

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