



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

A. Job Offer Information

1. Job Title * Farm Workers							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	50	20	3. First Date * 6/1/2024	4. Last Date * 3/31/2025			
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) *						7. Hourly Work Schedule *	
40	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	0	h. Saturday
						a. 6 : 00	☒ AM ☐ PM
						b. 3 : 00	☐ AM ☒ PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 09 . 70		☒ HOUR ☐ MONTH		\$ 00 . 00		N/A	
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): <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.) See Addendum C							

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



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 <u>months</u> required. *		3. Training: number of <u>months</u> required. *	
3		0	
4. Basic Job Requirements (check all that apply) §			
☐ a. Certification/license requirements		☒ f. Exposure to extreme temperatures	
☐ b. Driver requirements		☒ g. Extensive pushing or pulling	
☐ c. Criminal background check		☒ h. Extensive sitting or walking	
☐ d. Drug screen		☒ i. Frequent stooping or bending over	
☒ e. Lifting requirement <u>50</u> lbs.		☒ 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)			
None			

C. Place of Employment Information

1. Place of Employment Address/Location *			
Carretera 664, Km 3.6, Bo. Sabana Hoyos, Sector Carolina			
2. City *	3. State *	4. Postal Code *	5. County *
Arecibo	Puerto Rico	00688	Arecibo
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
None			
Ten workers will be assigned to each place of employment, although employer may rotate the workers depending on the need of the farms.			
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 *			
Barrio Magueyes, Carretera 664, Km 0.3 200 metros oeste de Panaderia Arcoiris Familiar			
2. City *	3. State *	4. Postal Code *	5. County *
Barceloneta	Puerto Rico	00617	Barceloneta
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		2	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) *			
This house is a two-unit house with 3 bedrooms, one bathroom, living room, dining room and kitchen on each unit and is closer to the farm.			
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

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



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.)

The housing that will be provided free of charge to workers has two fully furnished and equipped cooking and kitchen facilities so workers may prepare their own meals with stove, refrigerator and microwave. It will be stocked with plates, silverware, glasses, pots and pans and all utensils necessary to prepare meals.

Once every week, employer will provide transportation, free of charge, so that workers may shop for groceries, to prepare their breakfast, dinner and snack, as well as other items to make their living accommodations comfortable for the worker or perform errands.

At the farms, workers get a 30 minute lunch break and two 15-minute breaks each day at 9 a.m. and 2p.m. Coolers with ice water will be provided to the workers.

2. The employer: *	☒ WILL NOT charge workers for meals.
	☐ WILL charge each worker for meals at \$ <u> </u> . <u> </u> 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.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>15</u> . <u>88</u>	per day *
	b. no more than	\$ <u>59</u> . <u>00</u>	per day with receipts

G. Referral and Hiring Instructions



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

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *

(Please begin response on this form and use Addendum C if additional space is needed.)

All applicants will be referred to American Job Center closest to the place of employment and job advertisements will be completed in accordance with the Instructions from the National Center. Domestic applicants will contact the American Job Center closest to the place of employment.

Applicants are also encourage to contact employer by phone (787- 680-1264), of by email (recursoshumanos@campoalegrepr.com) and provide their resume. They are likewise encourage to come in person to our offices at Carr. 664 Km 3.6, Bo. Sabana Hoyos, Sector Carolina, Calle Convento, Arecibo PR 00688.

All applications that meet the minimum experience requirement performing the related duties of the position will be consider.

Applicants will be interviewed either in person or by telephone (our preferred method is by telephone) during regular business hours from Monday to Friday. Only the employer has hiring authority.

2. Telephone Number to Apply *
+1 (787) 680-1264

3. Extension §
N/A

4. Email Address to Apply *
recursoshumanos@campoalegrepr.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:

- 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.
- 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).
- 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.
- 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).
- 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).



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

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).



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

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

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



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)(3)(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 * Vega	2. First (given) name * Carlos	3. Middle initial §
4. Title * Operations Manager		

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



5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/27/2024
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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



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
001	Pineapple	\$ 09 70	Hour	Is an hourly salary.
002	Planting seeds	\$ 00 02	Piece Rate	2 cents per seed planted for a minimum of 5,000 per day. This equates to \$100 per day which is above the \$9.70 per hour wage. Estimated hourly rate is \$12.50.
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		

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

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Campo Alegre, LLC	Carretera 672 Km 0.3, Palo Alto Manati, Puerto Rico 00674 MANATI	N/A	6/1/2024	3/31/2025	10

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	Carr. 140, Km 63.2 Barceloneta, Puerto Rico 00617 BARCELONETA	It has 4 bedrooms, 1 bathroom, living room, dining room, fully equipped kitchen where workers can prepare their meals.	1	8	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	Apt #1 Sector Magueyes Carr. 140 Bo. Florida Afuera Barceloneta , Puerto Rico 00617	It has 1 bedrooms, 1 bathroom, living room, dining room, fully equipped kitchen where workers can prepare their meals.	1	2	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	Carr. 664 Km 3.6, Bo. Sabana Hoyos, Sector Carolina Arecibo, Puerto Rico 00688 ARECIBO	It has 1 bedrooms, 1 bathroom, living room, dining room, fully equipped kitchen where workers can prepare their meals.	1	1	☐ 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 _____

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

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) * Sowing: This work consists of the act in which the worker buries the seedling (Hijuelos) (the basal part of the plant) in the bedding area (soil). This work is repeated by the worker throughout the day. The average amount that a worker plants per day should be around 5,000 seedlings per day. Desucker: This task consists of the worker detaching the seedlings (Scions) that are present in the middle and lower part of the mother plant. This work is repeated throughout the day. The average amount that a worker weeds per day should be around 4,000 - 5,000 seedlings per day. Harvest: This task will be carried out all year round. For this we need two crews of 11 workers each and one (1) operator, that is, 24 people. Our greatest fruit production begins from that date and extends the rest of the year. The workers who carry out this work must know the state of ripening and coloration of the fruit. Likewise, they must have knowledge of harvesting to avoid damage to the plantations. Packaging: This task is carried out once the fruit is harvested and sent to the plant. It is necessary to have no less than 15 workers given the volume of product we expect. The workers who carry out this work must have knowledge in the selection of sizes and color of the fruit, so that the product is packaged in a uniform way and according to the client's requirements. Likewise, part of the required personnel must have the necessary skills in box assembly. Weed control: For this task we need at least 6 workers to cover all areas already planted, in development and production to control all vegetation that may affect the growth and management of the crop. The workers dedicated to this task must have skills in the use of machetes, knives and other field tools that can be used in this work. The basic performance in the evaluation of this task will be 1 ha. daily under normal working conditions. Replanting: This work is carried out in all those planting areas where plantation death has occurred due to diseases or adverse weather conditions for the crop. Pruning and management of seedbeds: This work is carried out once the scheduled area is harvested. Because during the time for which we make the request we will have the largest harvest volume, it is necessary to have skilled personnel to carry out post-harvest pruning. These areas will be used as seedbeds from which the seed will come for future plantings. Construction and maintenance of drains: The workers assigned to this task will be in charge of building drains to facilitate the release of water through runoff, as well as the maintenance of those already built. This work must be carried out in all areas and state of cultivation. Soil improvement: This work refers to everything related to improving the quality of the soil to facilitate and improve the preparation of the land to be planted.			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (up to 3,500 characters) * All required state deductions. Amounts not known. Also, any intentional destruction of tools and/or property will be deducted. Any intentional damage or damage by negligence to the housing, furniture, or household equipment will also be deducted as well as any overpayment made in error, salary advanced and/or loans. Workers may work on Saturdays, depending on the need of the farm. If such need arises, workers will be paid time and a half after the first 40 hours per week. Note that we are not guaranteeing either extra hours or overtime, working on Saturday is only if and when the need arises.			

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

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



H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers will be transported daily from employer-provided housing to the place of employment on a yellow 2000 Ford E450S with capacity for 27 and owned by employer at the beginning of each work day, and from the place of employment to employer-provided housing on the same vehicle at the end of each work day, all free of charge. No-cost daily transportation is also available to workers who do not reside in employer-provided housing.			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will pay the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place for which the worker has come to work for the employer to the place of employment (inbound) and back (outbound) . Employer will pay no less than the most economical and reasonable carrier transportation charges for the distance involve. As for daily subsistence, Employer will reimburse the worker no less than \$15.88 per day and no more than \$59.00 per day with receipts			

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

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



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 Order - Spanish
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Patrono: Campo Alegre, LLC Direccion Fisica: Carr. 664 Km 3.6, Bo. Sabana Hoyos, Sector Carolina, Calle Convento, Arecibo PR 00688 Telefono: (787) 680-1264 Email: recursoshumanos@campoalegrepr.com Persona de Contacto: Carlos Vega, Gerente de Operaciones Plaza Disponible: Agricultores Numero de Plazas: 20 Requisitos Minimos: 3 meses de experiencia Duracion: 1 de junio de 2024 a 31 de marzo de 2025 Salario: \$9:70/hora Siembra: 2 centavos por semilla plantada por un mnimo de 5.000 por da. Esto equivale a \$100 por da, lo que est por encima del salario de \$9,70 por hora. Frecuencia de Pago: Semanal Deducciones: Todas las deducciones requeridas por ley. Cantidades no conocidas. Ademas, se deducira cualquier destruccion intencional de herramientas y/o propiedad. Cualquier dano doloso o por negligencia a la vivienda, mobiliario o enseres domesticos tambien sera deducido, al igual que cualquier sobrepago hecho en error, adelando de salario y/o prestamo. Horario de Trabajo: 6:00AM a 3:00PM de lunes a viernes. De ser necesario trabajar el Sabado, dependiendo de la necesidad de la finca, el horario de trabajo ser de 6:00AM a 11:00AM y se estara pagando a tiempo y medio despues de las 40 horas semanales. Lugar de Trabajo: Carr. 664 Km 3.6, Bo. Sabana Hoyos, Sector Carolina, Arecibo PR 00688; Carr 672 km 0.3 Bo. Palo Alto Manati PR 00674 Tareas: Siembra: Esta labor consiste en el acto en que el obrero entierra la plantula (Hijuelos) (la parte basal de la planta) en el area encamada (suelo). Esta labor se repite por el obrero durante todo el da. La cantidad promedio que un obrero siembra por dia debe ser alrededor de 5,000 plantulas al da. Deshija: Esta labor consiste en que el obrero desprende las plantulas (Hijuelos) que estan presentes en la parte media y baja de la planta madre. Esta labor se repite durante todo el da. La cantidad promedio que un obrero deshija por dia debe ser alrededor de 4,000 - 5,000 plantulas al da. Cosecha: Esta tarea se llevar a cabo todo el ao. Para la misma necesitamos dos cuadrillas de 11 obreros cada una y un (1) operador, sea 24 personas. Nuestra mayor produccion de fruta comienza desde esa fecha y se extiende el resto de ao. Los obreros que realizan esta labor, deben conocer el estado de maduracin y coloracin del fruto. De igual forma deben tener conocimiento de recoleccion para evitar daos en las plantaciones.			

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 Order - Spanish Part 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Empaque: Esta tarea se lleva a cabo una vez la fruta es cosechada y enviada a la planta. Es necesario contar con no menos de 15 trabajadores dado el volumen de producto que esperamos. Los obreros que realicen esta labor deben tener conocimiento en en la seleccin de tamaos y coloracin de la fruta, de manera que el producto sea empacado de una forma uniforme y segn los requerimientos del cliente. De igual forma, parte del personal requerido deber poseer las destrezas necesarias en el ensamblado de cajas. Control de malezas: Para esta tarea necesitamos al menos 6 trabajadores para cubrir todas las reas ya sembradas, en desarrollo y produccion para controlar toda aquella vegetacin que pueda afectar el crecimiento y manejo del cultivo. Los obreros dedicados a esta tarea deben tener destrezas en el uso de machetes, cuchillos y otras herramientas de campo utilizables en esta labor. El rendimiento bsico en la evaluacin de esta tarea ser 1 ha. diaria en condiciones normales de trabajo. Resiembra: Esta labor se realiza en todas aquellas reas de siembra donde haya ocurrido muerte de plantacin a causa de enfermedad Vivienda: Barrio Magueyes, Carretara 664, Km 0.3 200 metros oeste de Panadería Arcoiris Familiar, Barceloneta, PR 00617; ; Carr. 140, Km 63.2, Barceloneta , Puerto Rico, 00617 Transportacion: Se proveer transportacin desde las viviendas hasta el lugar de trabajo y de regreso a la vivienda.			

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

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



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 - Work Days
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Although the work days will be Monday to Friday, it may be necessary for workers to work on a Saturday depending on the needs of the farm. If such a need arises, the work schedule for Saturday will be 6:00AM to 11:00AM and payment will be time and a half after the first 40 hours per week. Note that working on a Saturday will be only if the need arises and that we are not guaranteeing extra hours or overtime.			

h. Job Offer Information 8

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Rules - English
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Housing Rules Campo Alegre LLC is offering you this home as an additional benefit to your compensation as a farm employee. The use of this house only for active employees of Campo Alegre, it is prohibited to host people outside the program. The employees living in this property will be responsible for everything that happens in it. In the event that a situation arises in the property that is caused by deterioration, atmospheric or natural event, you must inform your superior immediately. At all times you must follow the following rules: I- Common areas of the property: a. Keep the house clean regularly b. Sweep and mop floors weekly c. Do no damage to property or your belongings d. No loud music or parties on property e. Do not hang anything on the walls f. Do not leave the air conditioners on while you are not on the property g. Do not tamper with smoke detectors h. The consumption of alcohol, cigarettes or controlled substances is not allowed on the property i. No weapons or fighting are allowed on the property j. Eat food and drinks only in the common areas of the property, such as; kitchen, common area and dining room II- Bathrooms: a. Flush the toilet after each use b. Deposit the toilet paper in the trash can c. Leave clean in its entirety after use d. Take out the trash when it's full e. Do not hang anything on the walls f. The use of the bathrooms for each bedroom is as follows: i. Bedrooms 1 and 2 use studio bathroom outside ii. Bedrooms 3 and 5 use bathroom 1 iii. Bedrooms 4 use bathroom 2 iv. Bedrooms 8 and 9 use bathroom 3 v. Bedrooms 6 and 7 use bathroom 4 II- Bedrooms: a. Make your bed b. Do not disassemble, move or damage the beds, cabinets or any furniture that is in the bedroom c. Not be in someone else's bedroom, you can only be in the assigned bedroom d. Keep your personal things in your space e. It is not allowed to store food or drinks in the dormitories			

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



H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Rules - Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * Reglas de Alojamiento Campo Alegre LLC le esta ofreciendo esta vivienda como beneficio adicional a su compensacion como empleado de la finca. El uso de esta vivienda en solo para empleados activos de Campo Alegre, esta prohibido hospedar personas ajenas al programa. Los empleados viviendo en esta propiedad seran responsables de todo lo que ocurra en la misma. En la eventualidad que surga una situacion en la propiedad que sea causada por deterioro, evento atmosferico o natural debera informarlo a su superior inmediatamente. En todo momento deber seguir las siguientes reglas: I-Areas comunes de la propiedad: a.Mantener la casa limpia regularmente b.Barrer y trapear los pisos semanalmente c.No hacer dano a la propiedad ni a sus pertenencias d.No musica alta ni fiestas en la propiedad e.No enganchar nada en las paredes f.No dejar encendidos los aires acondicionado mientras no esta en la propiedad g.No manipular los detectores de humo h.No se permite el consumo de alcohol, cigarrillos ni sustancias controladas en la propiedad i.No se permiten armas ni peleas en la propiedad j.Ingerir alimentos y bebidas solo en las areas comunes de la propiedad, tales como; cocina, area comun y comedor II-Banos: a.Bajar el inodoro despues de cada uso b.Depositar el papel higienico en el zafacon c.Dejar limpio en su totalidad despues de usarlo d.Sacar la basura cuando se llene e.No enganchar nada en las paredes f.El uso de los banos por cada dormitorio es el siguiente: i.Dormitorios 1 y 2 usar bano de studio afuera ii.Dormitorios 3 y 5 usar bano 1 iii.Dormitorios 4 usar bano 2 iv.Dormitorios 6 y 9 usar bano 3 v.Dormitorios 6 y 7 usar bano 4 III- Dormitorios: a. Tiende tu cama b. No desmonte, nueva ni dae las camas, armarios o cualquier mueble que se encuentre en el dormitorio. c. No estar en el dormitorio de otra persona, slo puedes estar en el dormitorio asignado d. Mantn tus cosas personales en tu espacio. e. No est permitido guardar alimentos ni bebidas en los dormitorios.			

j. Job Offer Information 10

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) *			

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