



**U.S. Department Labor
Employment and Training Administration**

OMB Control No. 1205-0134
Expiration Date: March 31, 2019

**Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos**

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):</p> <p>AIFOS - Ancira Hereford Ranch, LLC 123 Old Fredericksburg Road Boerne TX United States 78015</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:</p> <p>[REDACTED]</p> <p>b) Telephone Number / Número de Teléfono:</p> <p>830-981-8631</p> <p>c) Fax Number / Número de Fax:</p> <p>d) E-mail Address / Dirección de Correo Electrónico:</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>	
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>123 Old Fredericksburg Rd. Boerne, TX 78015</p> <p>I-10 west Exit 16B to El Paso for 17 miles; take Exit 546 to Fair Oaks Parkway/Tarpon Drive for 3.1 miles; bear left to I-10 for .3 miles; turn right at Old Frederickburg Road for 1/8 miles.</p>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial:</p> <p>45-2093.00</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional</p> <p>Garnishment Ranch Animals</p>	<p>5. Job Order No. / Num. de Orden de Empleo:</p> <p>TX 3667449</p>
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>123 Old Fredericksburg Rd. Boerne, TX 78015</p> <p>I-10 west Exit 16B to El Paso for 17 miles; take Exit 546 to Fair Oaks Parkway/Tarpon Drive for 3.1 miles; bear left to I-10 for .3 miles; turn right at Old Frederickburg Road for 1/8 miles.</p> <p>a) Description of Housing / Descripción de la vivienda:</p> <p>Main house and Guest House. Both houses include kitchen, living room, dining room, bedroom and bathroom. The worker will stay in the Main House.</p>	<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):</p> <p>101 E. 15th St. Room 202T Austin, TX 78778 (512) 475-2571</p> <p>a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa):</p> <p>FLC Analyst (512) 475-2571</p>	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:</p> <p>8/31/2019</p>
	<p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:</p> <p>From / Desde: 5/1/2019 To / Hasta: 12/31/2019</p>	
	<p>10. Number of Workers Requested / Número de Trabajadores Solicitados:</p> <p>one</p>	
	<p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total:</p> <p>Sunday / Domingo ⁰ _____ Thursday / Jueves ⁸ _____ Monday / Lunes ⁸ _____ Friday / Viernes ⁸ _____ Tuesday / Martes ⁸ _____ Saturday / Sábado ⁸ _____ Wednesday / Miércoles ⁸ _____</p>	
	<p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:</p> <p>7:00am to 4:00pm, one hour for lunch break</p>	
	<p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador: Yes / Si <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	

Received
FEB 19 2019
FLC Unit

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Cooking and kitchen facilities provided; worker has access to grocery store.

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FEB 19 2019
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16. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See Instructions for more details / Vea las instrucciones para más detalles.

Applicants contact Melina Sanchez 210-621-7242, Monday through Friday, 8am to 5pm.

RECEIVED

FEB 25 2019

FLC UNIT

[Handwritten signature] Initial *[Signature]* date 02/22/2019

16. Job description and requirements / Descripción y requisitos del trabajo:

Farm worker - Livestock: Attend to ranch animals including cattle and horses produced for products such as meat, skins, and milk. Duties include feeding, watering, herding, grazing, tagging, weighting, catching, and loading to transport to auction. Maintain records on animals; examine to detect disease and injury; assist in birth deliveries; and administer medications. Maintain animal housing area. Drive tractors and other equipment to distribute feed or herd animal and maintain ranch. Tools and equipment used in this position such as tractors, 4WD vehicles, Mowing equipment, hand tools, cattle chutes will be provided. 3 months related experience required.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si No If yes, number of months preferred: / Si es así, número de meses de experiencia: 3

2. Check all requirements that apply:

- | | |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input type="checkbox"/> Exposure to Extreme Temp. / Exposición a Temperaturas Extremas | <input type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia |
| <input type="checkbox"/> Lifting requirement / Levantar o Cargar _____ lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobro tiempo) / Días Feriados no obligatorio |
| <input type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/ SI	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
maintain cattle	\$ 12.23	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semana
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax / Impuestos Estatales	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:
 Base rate \$11.07/hr \$ 12.23/hr
 initial date [Signature] 02/22/2019

19. Transportation Arrangements / Arreglos de Transportación
 Transportation provided

RECEIVED
 FEB 25 2019
 FLC UNIT

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si No

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si No

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si No

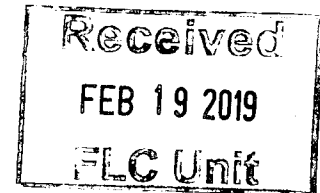
23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si No

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

none

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

none



26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Si No

27. Employer's Certification: This job 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. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Alonso Ancira, Owner 210-621-7242

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador


Employer's Signature / Firma y Título del Empleador

2/7/2019
Date / Fecha

READ CAREFULLY, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

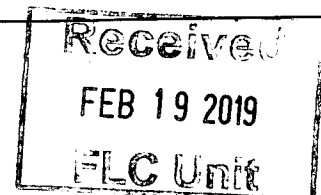
LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

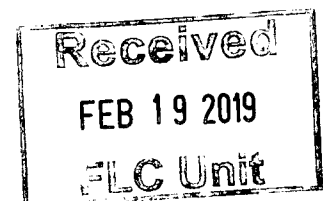
DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.



28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el número de la sección e incluya archivos adjuntos, si es necesario.

Please see attachments



**20 CFR 653.501
Assurances**

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 11 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The 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.

The employer agrees to expeditiously notify the OHO or State agency by telephone 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.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

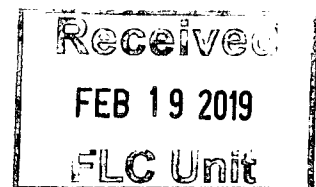
The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Alonso Ancira Date: 2/7/19

Employer's Signature 

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.



Attachments to ETA Form 790

Job Order Number: _____

ITEM 1 - LOCATION AND DIRECTION TO WORK SITE:

The work site is located at 123 Old Fredericksburg Road, Boerne, TX 78015 in the following county/counties: Bexar County. The directions to the work site are:

I-10 West Exit 16B to El Paso for 17 miles; Take Exit 546 to Fair Oaks Parkway/Tarpon Drive for 0.1 mile; Bear left at I-10 for 0.3 miles; Turn right at Old Fredericksburg Road, go 1.8 miles.

ITEM 2 - LOCATION AND DESCRIPTION OF HOUSING:

Location: Housing is located at 123 Old Fredericksburg Road, Boerne, TX 78015

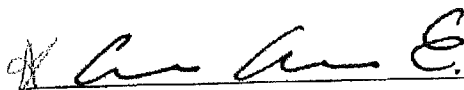
The directions to the house are:

I-10 West Exit 16B to El Paso for 17 miles; Take Exit 546 to Fair Oaks Parkway/Tarpon Drive for 0.1 mile; Bear left at I-10 for 0.3 miles; Turn right at Old Fredericksburg Road, go 1.8 miles.

Description of housing: **Include Main House and Guest House. Both houses include kitchen, Living Room, Dining Room, Bedroom and Bath Room. The worker will stay in the Main House.**

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, will be charged to workers found to have been responsible for damage to housing or furnishings. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer.

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.



Signature

2/7/2019

Date

Workers may be reached at the following address and phone number:

ADDRESS: _____ PHONE NUMBER: 210-621-7242

c/o Melina Sanchez

123 Old Fredericksburg Road

Boerne, TX 78015 USA

ITEM 3 - BOARD ARRANGEMENTS: *(Check Appropriate Item(s))*

Employer will provide 3 meals per day and will deduct \$ _____ per day.

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries.

ITEM 4 - REFERRAL INSTRUCTIONS: *(Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)*

Applicants contact Melina Sanchez (210) 621-7242, Monday through Friday, 8AM to 5PM.

Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. May:

Call for an interview during normal business hours at the number listed on ETA790. Report to the farm office or worksite listed on the ETA790.

Other (describe) _____

ITEM 4 - JOB SPECIFICATIONS

Farm worker - Livestock: Attend to ranch animals including cattle and horses produced for products such as meat, skins, and milk. Duties include feeding, watering, herding, grazing, tagging, weighting, catching, and loading to transport to auction. Maintain records on animals; examine to detect disease and injury; assist in birth deliveries; and administer medications. Maintain animal housing area. Drive tractors and other equipment to distribute feed or herd animal and maintain ranch. Tools and equipment used in this position such as tractors, 4WD vehicles, Mowing equipment, hand tools, cattle chutes will be provided. 3 months related experience required.

ITEM 5 - WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:

(a) The Adverse Effect Wage Rate, the prevailing hourly wage rate or piece rate, the agreed-upon collective bargaining rate, or the federal minimum wage rate, whichever is greatest, will be guaranteed as a minimum rate of pay. At the time of submission of this order, the applicable wage is \$11.87 per hour. The rate is based on:

initial date 02/22/2019

AEWR \$11.87 Prevailing Wage _____ Agreed upon collective bargaining agreement wage _____ Federal or the State Minimum wage _____

(b) The piece-rate earnings for total hours of work at a piece-rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to the guaranteed minimum rate.

(c) The following deductions will be made:

initial date 02/22/2019

Taxes, if applicable under Federal, State, and local law from U.S. Workers;
 FICA Taxes Federal Income Tax Withholding
____ Advances;
____ Meals;
 Willful destruction of property;
 Other (Specify) damages

To the extent permitted under Federal and State net wage requirements, if so requested by the worker, the employer transfer certain amounts of worker's earnings in a manner consistent with the worker's instructions.

(d) The employer will _____, will not pay the worker a bonus of \$ _____ based on Quality Picking _____ End of Season _____ Other _____ Anticipated date by which payments will be made: _____

(e) Payroll Periods will be Weekly: _____ Twice _____ Monthly. Workers will be paid on Friday (day of the week) each payroll period and will be provided with an earnings

be \$ 51.00 per day) **THIS AMOUNT WILL BE CHANGED WHEN NEW FIGURES ARE PUBLISHED BY DOL.** from the place of employment to the place *of recruitment*, except when the worker will not be returning to the place *of recruitment* due to subsequent employment with another employer who agrees to pay such costs, in which case the employer will only pay for the transportation *and subsistence* to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. If the subsequent employer has not agreed to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer will provide or pay for such expenses. **THESE AMOUNTS WILL BE ADJUSTED IF INCREASED.**

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 worksite to such subsequent employer's worksite, 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 H2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need.

Free transportation will be provided from the housing location to the work site and return each day.

ITEM 7 - OTHER CLARIFICATIONS AND ASSURANCES:

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach production standards when production standards are applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place *of recruitment*. *Additionally, the employer will* reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

PRODUCTION STANDARDS: Worker will be expected to meet the following production standards after completion of training or break-in period, if applicable: (*List the production standards for each activity if production standards are applicable*):

N/A

INJURIES: The employer will provide Workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.

EMPLOYER OBLIGATION IF EMPLOYMENT EXTENDED: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order-holding office or State agency by telephone 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.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

PROOF OF CITIZENSHIP: All workers hired under this order will be required to provide documentation attesting to U. S. citizenship or legal status to work in the U. S.

AGRICULTURAL WORK AGREEMENT: A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 1. One worker for which certification is requested.

FIFTY PERCENT RULE: The employer will provide the employment to a qualified, eligible U.S. worker who applies the employment until 50 percent of the period of the work contract has elapsed. The 50 percent of the period of the work contract ends on 08/31/2019

CONTRACT IMPOSSIBILITY: If, before the expiration date specified in the work contract, the services of the worker are no longer required due to an Act of God. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable.

If such transfer is not affected, the employer must: (1) 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 the worker's next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made

from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. 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.

ELECTRONIC COMMUNICATION: The worker will be provided reliable electronic communication.

OTHER: The employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501.

32528601.1