

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



IMPORTANT: In accordance with 20 CFR 653.500, all employers seeking U.S. workers to perform agricultural services or labor on a temporary, less than year-round basis through the Agricultural Recruitment System for U.S. Workers, must submit a completed job clearance order (Form ETA-790) to the State Workforce Agency (SWA) for placement on its intrastate and interstate job clearance systems. Employers submitting a job order in connection with an H-2A Application for Temporary Employment Certification (Form ETA-9142A) must complete the Form ETA-790 and attach a completed ETA-790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed ETA-790B. Employers and authorized preparers must read the general instructions carefully, complete ALL required fields/items containing an asterisk (*), and any fields/items where a response is conditional as indicated by the section (§) symbol.

I. Clearance Order Information

FOR STATE WORKFORCE AGENCY (SWA) USE ONLY Questions 1 through 17		
1. Clearance Order Number *	2. Clearance Order Issue Date *	3. Clearance Order Expiration Date *
4. SOC Occupation Code *	5. SOC Occupation Title *	
SWA Order Holding Office Contact Information		
6. Contact's last (family) name *	7. First (given) name *	8. Middle name(s) §
9. Contact's job title *		
10. Address 1 *		
11. Address 2 (suite/floor and number) §		
12. City *	13. State *	14. Postal code *
15. Telephone number *	16. Extension §	17. Email address *

II. Employer Contact Information

1. Legal Business Name *		
2. Trade Name/Doing Business As (DBA), if applicable §		
3. Contact's last (family) name *	4. First (given) name *	5. Middle name(s) §
6. Contact's job title *		
7. Address 1 *		
8. Address 2 (suite/floor and number) §		
9. City *	10. State *	11. Postal code *
12. Telephone number *	13. Extension §	14. Business email address *
15. Federal Employer Identification Number (FEIN from IRS) *		16. NAICS Code * 111998

III. Type of Clearance Order

1. Indicate the type of agricultural clearance order being placed with the SWA for recruitment of U.S. workers. (choose only one) *	<input checked="" type="checkbox"/> 790A (placed in connection with an H-2A application) <input type="checkbox"/> 790B (not placed in connection with an H-2A application)
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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

A. Job Offer Information

1. Job Title * Farm Laborer								
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment					
	3	3	3. First Date * 11/1/2023	4. Last Date * 7/1/2024				
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) *						7. Hourly Work Schedule *		
54	a. Total Hours	9	c. Monday	9	e. Wednesday	9	g. Friday	a. 6 : 30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
0	b. Sunday	9	d. Tuesday	9	f. Thursday	9	h. Saturday	b. 4 : 00 <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) Seasonal, full time job in Maine on a maple syrup farm, performing duties related to harvesting maple syrup. Workers will install, replace, and maintain tubing system, tap maple trees, evaluate health of sugar maples for potential sap production, monitor sap flow levels in tubing, pull taps at the end of the season, and clean equipment. All tools and equipment will be provided. This is outdoor work performed in part during harsh winter temperatures and conditions, and includes extensive walking and frequent stooping.								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 16 .95		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$.				
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<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): N/A								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed) See Addendums.								

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. *			
<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. *		1	3. Training: number of <u>months</u> required. * 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 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 type="checkbox"/> e. Lifting requirement _____ lbs.		<input type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) This is outdoor work performed in part during harsh winter temperatures and conditions, and includes extensive walking and frequent stooping.			

C. Place of Employment Information

1. Place of Employment Address/Location *				
[REDACTED]				
2. City *	3. State *	4. Postal Code *	5. County *	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *				
[REDACTED]				
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *				
[REDACTED]				
2. City *	3. State *	4. Postal Code *	5. County *	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
6. Type of Housing (check only one) * <input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public			7. Total Units * 1	8. Total Occupancy * 5
9. Identify the entity that determined the housing met all applicable standards: * <input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. (If no additional information, enter " NONE " below) * See Addendum C				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A





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.)

Referrals will be made by the Maine Career Center Northern Kennebec Career Center, 23 Stanley Road, Hinkley, ME 04944. (Ph. 207-474-4950).

Referral of individuals will be made through the ME Department of Labor in order to ascertain employment information. Employer will accept referrals who may apply direct or referred from any other source. The job seeker will be informed of the terms and conditions of the job by the information contained in the ME job order. These ME job orders are entered by geographical / administrative areas within the state. This is done to ensure that local job seekers have equal access to these job opportunities. These offices are referred to as the job holding office. The job holding office will refer all interested applications to the employer with a copy of the ME job order(s), which contains all pertinent information concerning the job. The employer agrees to interview all US workers referred by DES for

1. Availability and commitment to work the entire length of the contract.
2. Have transportation to the job site
3. Have been fully apprised of the job information, terms and conditions of the job and the nature of the employment
4. Workers state he / she can physically perform the job requirements
5. Ability to provide documentation to complete the INS Form I-9

2. Telephone Number to Apply *

3. Extension §
N/A

y *

5. Website Address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

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

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A Application for Temporary Employment Certification for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 655.501(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).

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 *	2. First (given) name *	3. Middle initial §

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



5. Signature (or digital signature) * Digital Signature Verified and Retained By	6. Date signed * 8/24/2023
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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
	Maple Syrup	\$ 16 95	Hour	Non Applicable
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		

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

a. Job Offer Information 1

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (up to 3,500 characters) *			
Employer will provide housing at no cost to the H2A workers and those workers in corresponding employment who are not reasonably able to return to their residence within the same day. Workers provided housing under the terms of this job order shall vacate the premises promptly upon termination of employment with the employers.			
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b. Job Offer Information 2

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>This subparagraph applies only to workers for whom the employer is legally obligated to supply housing or to those workers recruited outside the area of intended employment that choose not to make use of the employers offer of housing. After the worker has completed 50% of the work contract period, the employer shall reimburse the worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which may have been advanced and/or reimbursed to the worker. Upon satisfactory completion of the work agreement, employer will pay for such workers reasonable costs of return transportation and subsistence 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 does not agree to pay such costs, in which case the employer only pays for the transportation to the next job. The amount of such transportation payment will be equal to the workers actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employers reserve the right to charter or otherwise arrange to provide for transportation at the employers election. Subsistence reimbursement shall be limited to \$15.46 per day, without the worker producing documentation to actual expenses, and up to \$59.00 per day with receipts as the maximum amount to be reimbursed or will otherwise be paid as per 20 CFR 655.173(a) only to those employees who are eligible under the H-2A program regulations for subsistence pay. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons; if he has knowledge at the place of recruitment that he is not physically able to perform the duties of the job as described above, or if he abandons this employment when he is needed by the grower. The employer will provide transportation and subsistence pay under this agreement if the worker is terminated because of work-related injury or termination resulting from an Act of God which makes fulfillment of this contract impossible, or if the worker is displaced by a U.S. worker under DOL'S 50% rule. The employer will offer free transportation for worker living in the employers housing facility both to and from the daily work site. The use of transportation by the worker is voluntary. No worker will be required as a condition of employment to utilize the transportation offered by the employer.</p>			

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.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>El empleador no adelantará costos de transporte y de subsistencia a los trabajadores para su transporte al lugar de empleo. El prrafo interior se aplica solamente a los trabajadores los cuales el patrón legalmente está obligado a proveer vivienda O a esos trabajadores alistados fuera del rea de empleo destinado que escoge no hacer ue de la oferta de empleadores de envoltura. Despues que trabajador complete 50 porcentajes (50%) periodo del contrato de trabajo, el patrón reembolsar al trabajador por el costo razonable de transportacin y subsistencia desde el lugar de empleo al lugar del trabajo. A la terminacin satisfactoria del acuerdo del trabajo, el patrón pagar a dichos trabajadores un costo razonable para el transporte y subsistencia al lugar de reclutamiento, except cuando el trabajador no est regresando al lugar de reclutamiento debido a otros empleos siguientes con otros patrones que no estn de acuerdo en pagar dichos gastos, en este caso el patrón solo paga transporte al prximo empleo. La cantidad de pago de dicho transporte y no exceder del ms econmico y razonable del transporte comn que cobra por la distancia mencionada. En lugar del pago del transporte como arriba el patrón se reserva el derecho a contratar a de otra manera arreglar para proveer transporte a la eleccin de patrón. El Reembolso de subsistencia se a 15.46 dolares per da, sin presentar la documentacin actual de gastos, y hasta 59.00 dlares por da con los recibos por el importe mximo que se reembolsar o ser de otra manera pagar como 20 CFR 655.173(a) solamente a los patrones que son elegible bajo las regulaciones para la subsistencia del programa H2A paga. Como manera de ilustrar sin limitar de lo siguiente, el patrón no pagar transporte al trabajador si este no tiene documentacin de identidad y prueba de empleo requeridos por IRCA, si es despedido por razones legales relacionadas con el trabajo. Si el sabe en el lugar de reclutamiento que el no es fsicamente de cumplir los deberes del empleo descrito arriba, o si el abandona su empleo cuando el patrón lo necesita. El patrón proporcionara pago de transporte y de substancia bajo este acuerdo si el trabajador es despedido a causa de herida relacionada o causada por el trabajo o por resultado de una Accion de Dios que hace cumplir este contrato una imposibi lidad o si el trabajador es desplazado por un trabajador de los EEUU. bajo la regla de 50 %del Departamento de Trabajo. El patrón ofrecer transporte gratis si este vive en la vivienda ofrecida por el patrón ida y vuelta diariamente el lugar de trabajo. El use del transporte por el trabajador es voluntario. Ningunos trabajadores son requeridos como una condicin de empleo utilizar el transporte que es ofrecido por el patrón.</p>			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>La derivacin de individuos se realizar a travs del Departamento de Trabajo de ME para determinar la informacin de empleo. El empleador aceptar referencias que pueden presentar solicitudes directas o derivadas de cualquier otra fuente. La informacin contenida en la orden de trabajo ME informar al solicitante de empleo de los trminos y condiciones del trabajo. Estas rdenes de trabajo ME se ingresan por reas geográficas / administrativas dentro del estado. Esto se hace para garantizar que los solicitantes de empleo locales tengan el mismo acceso a estas oportunidades laborales. Estas oficinas se denominan "la oficina de retención de empleo". La "oficina de retención de empleo" remitir todas las solicitudes interesadas al empleador con una copia de las rdenes de trabajo de ME, que contiene toda la informacin pertinente sobre el trabajo. El empleador acepta entrevistar a todos los trabajadores estadounidenses referidos por DES para</p> <ol style="list-style-type: none">1.Disponibilidad y compromiso para trabajar toda la duracin del contrato.2.Tener transporte al lugar de trabajo3.Haber sido completamente informado de la informacin del trabajo, los trminos y condiciones del trabajo y la naturaleza del empleo.4.Los trabajadores declaran que l / ella puede realizar fsicamente los requisitos del trabajo5.Capacidad para proporcionar documentacin para completar el formulario INS I-9 <div style="background-color: black; height: 40px; width: 100%;"></div>			

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.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>El empleador usar una sola semana laboral como estándar para calcular los salarios. A los trabajadores se les pagar semanalmente. FICA Impuestos estatales y federales no serán descontados de los salarios de trabajadores que están trabajando bajo una visa temporal de agricultura. Deducción de salario expresamente autorizado por escrito por el trabajador puede también hacerse si es elegido voluntariamente por el trabajador y permitido y aplicable bajo la ley estatal o federal. Se harán deducciones de destrucción a la propiedad hechas con mala intención; pero no serán deducciones que pongan el salario por debajo del Salario Mínimo Federal. El patrón puede elegir apagar a destajo siempre que sea posible, pero a no menos que el salario apropiado requerido. El patrón asegura que al trabajador se le puede pedir pero no es un requisito trabajar más que los números de horas especificado en la orden del trabajo o en días de fiesta federal o en el Sabbat. Un estado de horas y ganancias se le dará a cada trabajador cuando el patrón les pague. El extracto será en sus escrituras y será dado al tiempo cuando el trabajo recibe sus dineros cada semana. El extracto será una combinación de los registros diarios y un documento de resumen de ganancias e incluir algunas deducciones si es requisito por la ley local dondequiera aplicable. De acuerdo con regulaciones del Departamento de Trabajo el 20 Código de Regulaciones Federales (CFR), sec. 655.122 (k) la declaración de salarios y ganancias debe contener lo siguiente:</p> <p>1) los ingresos totales del trabajador para el período de pago, 2) la tarifa por hora del trabajador y / o por pieza de pago, 3) las horas de trabajo ofrecidas a los trabajadores (muestra ofrece de acuerdo con la garantía de tres cuartas (3/4) partes según lo determinado en el párrafo (i) de esta sección, aparte de las horas ofrecidas por encima de la garantía), 4) las horas en realidad trabajadas por el trabajador, 5) una lista detallada de todas las deducciones a partir de los salarios del trabajador; 6) si se usan a destajo, las unidades producidas al día, 7) fecha inicial y final del período de pago, y 8) el nombre del empleador, dirección y FEIN.</p> <p>El patrón garantiza ofrecer al trabajador al menos tres-cuartos (3/4's) de las horas en total de las horas que aparecen en Artículo 11, excluyendo vacaciones, empezando el primero día del trabajo después de su llegada al lugar del empleo y continuando hasta la fecha final aparece en Artículo 9 en cualquier otras extensiones. Si el patrón fracasa de ofrecer tres cuartos de horas durante el período del empleo y de cualquier extensión, el patrón pagará al trabajador la cantidad que el trabajador hubiera ganado si de hecho hubiese trabajado el número de horas garantizadas.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>If, before the work ending specified in Item 9, the services of the worker are no longer needed for reasons beyond the control of the employer due to fire, flood, hail, frost, drought, or other Act of God which makes the fulfillment of the employment period impossible, the employer may terminate the employment. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination, the three-fourths guarantee will end on the date of termination. In such cases, the employer will make efforts to transfer the worker to comparable employment suitable to the worker, and reimburse the worker for the cost of transportation and subsistence to the job regardless of whether fifty percent (50%) of the contract has expired. If no suitable and comparable work can be arranged, the employer will pay the cost of transportation and subsistence to return the worker to the place of recruitment. The three-fourths guarantee will be void if the worker voluntarily abandons the employment before the employment period ends or if the worker is terminated for cause. The employer will offer the US worker, referred through the Agricultural Recruitment System and any direct referrals, \$678.00 (40 hours x \$16.95 = \$678.00) for the first week beginning on the date of need stated in Item 9, unless the employer notifies the order holding office of the Maine Department of Labor of a change in the anticipated date of need at least ten (10) working days prior to the date of need. The employer will pay the highest of the AEWR, prevailing wage, state and/or federal minimum wage or collective bargaining agreement, in the event the Department of Labor promulgates a new AEWR during the recruitment or work contract period. If the AEWR decreases during the recruitment or work contract period the employer will pay the highest of the rates in effect at the time the work is performed. If the employer fails to notify the order holding office, the eligible worker will be paid the specified rate, or hourly piece rate guarantee, for the first full weeks services, without regard to the actual hours or activity in which the worker was employed for the week. A worker who fails to notify the nearest Job Service office no sooner than nine (9) working days and no later than five (5) working days prior to the anticipated date of need of his intentions to fill the job for which he is recruited, will be disqualified from the first weeks wage guarantee stated above. The employer may offer alternative work during the employment period only if the climate or crop conditions do not permit workers to engage in activities stated in 16 and only after the first week guarantee is met. The worker will be provided a copy of the Agricultural Work Contract on the first day of arrival at the worksite.</p>			

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.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Employer will use a single workweek as its standard for computing wages. Workers will be paid weekly. FICA, state and federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa unless required by Internal Revenue Service or requested by the worker. Deductions from wages which are expressly authorized in writing by the worker may also be made if voluntarily elected by the worker and permitted under applicable state or federal law. Deductions will be made for willful destruction of property. No deduction will be made which would bring the employees hourly wage below the Federal Minimum Wage. Employer may elect to pay piece rates whenever possible, but at no less than the appropriate required wage rate. The employer assures that a worker may be offered, but not required to work more than the number hours specified in the job order for a workday, or on the workers Sabbath or Federal Holiday. An hours and earnings statement will be given to each worker when the worker is paid. The statement will be in writing and given at the time the worker is paid each week. The statement will be a combination of daily records and a summary statement of earnings and will include any deductions if required by local law where applicable. In accordance with Department of Labor regulations at 20 Code of Federal Regulations (CFR) sec. 655.122(k) the wage and earnings statements will contain the following: 1) the workers total earnings for the pay period; 2) the workers 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 paragraph (i) of this section, 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 workers wages; 6) if piece rates are used, the units produced daily; 7) beginning and ending dates of the pay period; and 8) the employers name, address, and FEIN. The employer guarantees to offer the worker employment for at least three-fourths (3/4's) of the total hours listed in Item 11 excluding holidays, beginning the first workday after the arrival of the worker at the place of employment and continuing through the end date listed in 9 or any extensions thereto. If the employer fails to offer the worker three-fourths of the hours during the employment period and any extensions, the employer will pay the worker the amount that the worker would have earned had the worker, in fact, worked the guaranteed number of hours.</p>			

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
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Si, antes del final trabajo que especificado en articulo 9, los servicios del trabajador no se necesitan ms por razones fuera de control del patrn debido a fuego, inundacin, granizo, escarcha, sequia, u otros actos de Dios que haga el cumplimiento del periodo de empleo imposible, el patrn puede terminar el empleo. En dicho caso esa terminacin, la garanta de tres-cuartos terminar en la fecha de la terminacin. En estos casos, el patrn har un esfuerzo para trasladar el trabajador a empleo comparable y apropiado al trabador y reembolsar al trabajador por costo de transporte y subsistencia al trabajo sin tener en cuenta cincuenta porciento (50%) del contrato ha expirado. Si no es trabajo comparable y apropiado puede arreglarse trabajo, el patrn pagar el costo del transporte y subsistencia para el retornodel trabajador al lugar del reclutamiento. Los tres-cuartos de garanta se anula si el trabajador voluntariamente abandone el empleo antes del periodo termine o si el trabajador es terminado con causa. El patrn ofrecer el trabajador americano, q referido a travs el sistema de recrutamiento agricultura y cualquier otro referido directo, cuarenta horas a 571.60 dlares durante la primera semana a partir de la fecha de la necesidad expresada en Articulo 9, a menos que el patrn notifique la orden a la oficina de retencin de Departamento de Trabajo ME del cambio en la fecha anticipada de empleo diez (10) das del trabajo antes de la fecha de necesidad. El patron pagara el salario mas alto establecido por AEWR, estatal y / o federal y salario minimo federal o el acuerdo colectivo. En caso que el departamento de trabajo promulge un nuevo AEWR durante el recrutamiento o el tiempo del contrato mas bajo el patron pagara el pago mas alto en efecto al tiempo que se realiza el trabajo o labor. Si el patron deja de notificar a la oficina de cargo del cambio en la orden de trabajo al trabajador elejido se le pagara el salario especificado y garantiza el salario por horas de trabajo durante la primera semana sin tener en cuenta las horas actuales de trabajo o actividades en la cual estuvo empleado durante dicha semana. El trabajador que talle de notificar la oficina de empleo ms cercano no ms pronto que de nueve (9) das de trabajo y no ms tarde de cinco (5) das trabajados anteriores a la fecha anticipada de su intencin de cubrir el empleo por el cual el es reclutado, ser descalificado del salario de la primera semana garantizado arriba. El patrn puede ofrecer trabajo alternativo durante el periodo empleo solamente si el clima o las condiciones de las cosechas no permiten al trabajador actual en las actividades establecidas en articulo 15 y solamente despues de la primera semana se cumple la garanta. Al trabajador se proveer una copia del contrato agricultura de trabajo o el ETA-790 y Aadida numero uno (#1) en el primer da de su llegada al lugar del empleo.</p>			

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