

5. How much travel will be required if any, please specify:

acces via the route T2 AMA.

	Commonwealth of Puerto Rico Department of Labor and Human Resources Employment Service Division	H-2B Related Job Order Form				
		FOR OFFICIAL USE ONLY				
-21150			Job Order #:	NAICS Code:		
Job Order Filing Dat	e:		Occupational Title:	O*Net Code (SOC):		
Did you receive a Prevailing Wage Determination for this H-2B job order?   ☑Yes □ No						
CNPC Case No.:	Р	-400-25023-637878	Issue Date:	Close Date:		
I. Employer Information			II. Job Contractor (Joint Employer) Information			
Business Name:     SUPER AUTOMOTIVE PRODUCTS			Joint Employer Business Name: (tool tip: enter NA if not applicable)			
2. Contact/Employer Name: JOSE LEBRON			2. Contact/Joint Employer Name:			
3. Business Address: (Street, City, State, Zip Code, and County) ROAD 174 KM. 4.9 BO GUARAGUAO, BAYAMON PR 00959		3. Joint Employer Address: (Street, City, State, Zip Code, and County)				
4. FEIN #:			<b>4.</b> FEIN #:	5. Contractor ID #:		
5. Phone #: (787) 7	03-6888	6. Fax #:	6. Phone #:	7. Fax #:		
7. Email: SUPERTRUCKINGH2B@GMAIL.COM			8. Email:			
III. Job Opportunity	y Informa	tion				
1. Anticipated Start	Date:	10 <b>-</b> Jul-2025	2. Anticipated End Date:	10-Feb-2026		
3. Job location(s) if n N/A	nu <b>l</b> tiple or di	fferent from business address above (i	.e. city, state):			
4. Geographic area of employment: (Tool tip: "Indicate sufficiently to apprise applicants of any travel requirements to the job and where applicants will likely have to reside to perform the services or labor.")  ROAD 17 KM. 4.9 BO GUARAGUAO, BAYAMON PR 00959						

6. Occupational/Job Title(s):			DIESEL MECHANIC						
7. Work Days: Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐				IThursdaytिFridaytिBaturdayt∏					
Job opportunity is Temp □Intermittent	orary, F	full Time and (o	check O	ne): 🗓	Peak loa	d <b>□</b> \$	eason	al I <u>⊡</u> Dne-time	Occurrence
8. Wage Rate: \$14.17 /Hr.				A single workweek will be used to compute wages due					
9. Wage Range (if multiple wages based on duties/loper hour: (tool tip: if more space is needed, continue on Description)			From From		14.17	To:	BA	14.17 YAMON PR	Location:
10. Frequency of Pay:☑Weel	dv <b>□</b> Bi-	weekly Dther							
11. Required Deductions:  □FICA □FUTA □State Ta	-	All deduct		om th	e worker	's pay	/chec	k required by	law will be made
12. Number of openings:		13. Work Hours: From: 9:00 am To: 6:00 pm		m	14. Hours per Week: 40				
15. Availability of overtime:  Yes□ No⊡  If Yes, at what rate:		16. Wage Rate (if applicable): \$			traini avai	•	18. Will you accept a trainee? Yes ☐ No ☐		
19. Provision of board, lodging, or other facilities? Yes□ No⊡ Utilities paid by employer: Yes□ No⊡	Deduction for housing, if		if	20. Daily transportation provided to work site?  Yes□ No□  If Yes, designated pickup location:					
21. Any elective deductions available? (Savings, health insurance, etc.) NONE				22. Any other deductions not required by law that will be taken? THE EMPLOYER WILL ONLY DEDUCT THE LAW TAXES.					
23. Driver's License required: Yes No Class:				24. Drug Test: Yes□ No□ Pre□ Post□					
25. Education Requirements:  ☐H.S. or GED ☐Associate Degree ☐Bachelor ☐Master ☐Doctorate Specialization:					xperience s, Specify	-		☑Yes ☐N ars of Experie	

# IV. Job Description

Please include a description of the job duties and qualifications. List minimum education, experience, and specific requirements for the job

Repairs and maintains diesel engines used to power machines, such as buses, trucks. Diagnoses problems, disassembles engines, and examines parts for defects and excessive wear.

Reconditions and replaces parts, such as pistons, bearings, gears, valves, and bushings, using engine lathes, drilling machines, hand tools, and precision measuring instruments. May weld and cut parts, using arc welding and flame cutting equipment.

Inspects defective equipment and diagnoses faults, using test instruments, such as engine analyzers, chassis diagrams, and pressure gauges.

Inspects and verifies dimensions and clearances of parts to ensure conformity to factory specifications. Inspects, repairs, and maintains automotive and mechanical equipment and machinery, such as pumps and compressors.

Disassembles and overhauls internal combustion engines, pumps, generators, transmissions, clutches, and rear axles.

Reconditions and replaces parts, pistons, bearings, gears, and valves. Reads work orders and observes and listens to operating equipment to ensure conformity to specifications or

determine malfunctions. Attaches test instruments to equipment and reads dials and gauges to diagnose faults. Adjusts brakes, aligns wheels, tightens bolts and screws, and reassembles

equipment. Changes oil, checks batteries, repairs tires and tubes, and lubricates equipment and machinery. Operates a valve grinder to grind and reset valves.

Examines and adjusts guards, loose bolts, and specified safety devices, Finds ways to structure or classify multiple pieces of information

Weighs the relative costs and benefits of a potential action, Understands written sentences and paragraphs in work-related documents, Identify things that must be changed to achieve a goal

Uses logic and analysis to identify the strengths and weaknesses of different approaches

Observes and evaluates the results of solving a problem to identify lessons learned or redirect efforts Uses multiple approaches when learning or teaching new things

Listens to what other people say and asks questions as appropriate.

Evaluate the likely success of an idea in relation to the demands of the situation.

Physical ability Requirements (ex: Lifting):

capacity to lift up to 50 pounds

### V. Recruitment Information:

- 1. Applicants can apply (check all that apply) by contacting or sending resume to the employer directly via:

  Mail\*□ Email□ Fax□ Telephone□
- Applicants can consult directly through the State Workforce Agency office by calling 787-625-3137 Ext. 2312 or send a fax to 787-945-7473 Attn: Alien Certification Section

Office address: Employment Service Division, Attn: Alien Certification, PO Box 195540 San Juan, PR 00919-5540

Email: ALC-PRSWA@trabajo.pr.gov

3. Employer's contact information (if different from above):

Contact Name:	Jose Lebron	E-mail:	supertruckingh2b@gmail.com		
Address: Road 174 km4.9 Bo. Guaraguao		City:	City: Bayamon PR		
Phone #: (787) 703-6888		Fax #:			

<sup>\*</sup>Mail must be an option as there are job seekers who do not have access to email, fax, and/or telephones.

# VI. Required Assurances

An employer, who employs H-2B workers and/or workers in corresponding employment under an Application for Temporary Employment Certification, has agreed as part of the Application for Temporary Employment Certification that it will abide by the Assurances and obligations of H-2B employers as set forth on 20 CFR 655.20 Subpart A - Labor Certification Process for Temporary Non-Agricultural Employment in the United States. (H-2B Workers)

I hereby certify to the best of my knowledge that the information contained herein is true and accurate.

1. Single Workweek for Pay – State that a single workweek will be used in computing wages due.

The employer will use a single workweek as a standard for calculating wages owed

2. Deductions from the Worker's Paycheck — State all deductions from the worker's paycheck required by law. In addition, and where applicable, specify any deductions not required by law the employer intends to make form the worker's paycheck (e.g., cost of board, lodging, or other facilities). All deductions must be voluntary on the part of the employee and otherwise reasonable according to the Fair Labor Standards Act (FLSA) principles at 20 CFR Part 531.

The employer will only make deductions approved by law federal and state (social security, Medicare)

3. Inbound/Outbound Transportation and Subsistence — Detail how the worker will be provided with or reimbursed for inbound transportation/daily subsistence, if the worker completes 50 percent of the employment period. Also, state that the employer will provide or pay for return transportation/daily subsistence, if the worker completes the employment period or is dismissed for any reason before the employment period ends. Where a worker must travel to obtain a visa so that the worker may enter the U.S. to come to work for the employer, the employer must pay for the transportation and daily subsistence costs of that part of the travel as well. The Department has interpreted the regulation to require the employer to assume responsibility for the reasonable costs associated with the worker's travel, including transportation, food, and in those cases where it is necessary, lodging. If not provided by the employer, the amount an employer must pay for transportation and, where required, lodging must be no less than (and is not required to be more than) the most economical and reasonable costs.

\*The current minimum and maximum amounts for the meal component of subsistence expenses to be included in the job order are available on the OFLC Meal Charges and Travel Subsistence Website.

The employer will advance all transportation and subsistence expenses to workers traveling to the employer's work location, pay them directly, or reimburse the expenses no later than when the workers complete 50 percent of the period covered by the work order. The employer will provide the per diems, at a cost of \$16.28 per day during travel up to a maximum of \$68.00 per day with receipts.

**4. First Work Week Reimbursement –** State that the employer will reimburse the worker in the first workweek for all visa, border, and related fees.

The employer will advance all visa, border crossing, and visa-related expenses to H-2B workers, pay them directly, or reimburse them for all such expenses in the first work week.

**5. Provision of Tools, Supplies, and Equipment** – State that the employer will provide all tools, supplies, and equipment at no cost to the worker.

The employer will provide workers, without charge or deposit, with all tools and equipment necessary to perfom assigned tasks.

**6. 3/4th Guarantee** — 20 CFR 655.20(f) contains a requirement that the employer guarantee an offer of employment for total number of work hours equal to at least three-fourths of the workdays in each 12-week period (or each 6-week period if the period of employment is less than 120 days). However, section 113 of the 2016 DOL Appropriations Act prohibits the Department of Labor from expending Fiscal Year 2016 funds to enforce the three-fourths guarantee requirement. Therefore, the CNPC and SWA cannot require the employer to advertise and offer to workers the three-fourths guarantee. However, the 2016 DOL Appropriations Act did not vacate this regulatory provision, and it remains in effect, even though the Department will not use any Fiscal Year 2016 funds to enforce it. To help employers who want to offer and disclose the three-fourths guarantee, the following language may be included in the job order.

The employer guarantees to offer workers employment for a total number of work hours equal to at least 75% of the working days in each 12- week period (or each 6-week period if the work order is less than 120 days). This is a three-quarter guarantee. "The warranty period begins with the earliest need date, whichever is later, and ends on the last day of the work order".

## VII. Additional Information

## **Employer Obligations:**

The employer's job order will offer to U.S. workers (this means anyone, including foreign-born residents, residing within the U.S. and/or its' territories) no less than the same benefits, wages, and working conditions the employer is offering, intends to offer, or will provide to H-2B workers. Job offers may not impose on U.S. workers any restrictions or obligations that will not be imposed on the H-2B workers. This does not relieve the employer from providing to H-2B workers at least the minimum benefits, wages, and working conditions which must be offered to U.S. workers consistent with H-2B regulations.

The employer must provide to an H-2B worker outside of the U.S. 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, a copy of the job order, in a language understood by the worker, including any subsequent approved modifications.

During the period of employment specified on the Application for Temporary Employment Certification, the employer must comply with all applicable Federal, State and local employment-related laws and regulations, including health and safety laws. This includes compliance with 18 U.S.C. 1592(a), with respect to prohibitions against employers, the employer's agents or their attorneys knowingly holding, destroying or confiscating workers' passports, visas, or other immigration documents.

## **Recruitment Activities:**

Employers must conduct recruitment of U.S. workers to ensure there are not qualified U.S. workers who will be available for the positions listed in the Application for Temporary Employment Certification. U.S. applicants can be rejected only for lawful job-related reasons. Unless otherwise instructed by the Certifying Officer (CO), the employer must conduct the recruitment described in 655.42 through 655.46 within 14 calendar days from the date the Notice of Acceptance is issued. All employer-conducted recruitment must be completed before the employer submits the recruitment report as required in 655.48. Employers must continue to accept referrals and applications of all U.S. applicants interested in the position until 21 days before the date of need.

Employers that wish to require interviews must conduct those interviews by phone or provide a procedure for the interviews to be conducted in the location where the worker is being recruited so that the worker incurs little or no cost. Employers cannot provide potential H-2B workers with more favorable treatment with respect to the requirement for, and conduct of, interviews. The employer must consider all U.S. applicants for the job opportunity. The employer must accept and hire any applicants who are qualified and who will be available.

For more information visit the H-2B Certification Website.

1. Employer's Printed Name:  Jose Lebron	2. Title: Operation Manager			
3, Employer/Representative Signature:	<b>4. Date</b> : 05-May-2025			

VI. Please Send this Job Order Form to					
State Workforce Agency:	Department of Labor and Human Resources	Contact Person:	Isis M. Jimenez Martinez		
Address:	PO Box 195540	Unit:	Foreign Labor Certification		
City/State / Zip Code:	San Juan, PR 00919-5540	Email:	ALC-PRSWA@trabajo.pr.gov		
Phone:	787-625-3137 Ext. 2312	Fax:	787-945-7473		

# Assurances and obligations of H-2B employers

## Attachment 1

**Disclosure of job order** - The employer must provide to an H-2B worker no later than the time at which the worker applies for the visa (in a language understood by the worker) a copy of the job order including any subsequent approved modifications.

**Notice of worker rights -** The employer must post and maintain in a conspicuous location at the place of employment, a poster provided by the DOL that sets out the rights and protections for H-2B workers. The posting must be in English and or the workers native language.

No unfair treatment - The employer has not and will not intimidate, threaten, restrain, coerce, blacklist, discharge or in any manner discriminate against, and has not and will not cause any person to intimidate, threaten, restrain, coerce, blacklist, discharge, or in any manner discriminate against, any person who has: Filed a complaint, Instituted or caused to be instituted, Testified or is about to testify in any proceeding, Consulted with a workers' center, community organization, labor union, legal assistance program, or an attorney on matters related, Exercised or asserted on behalf of himself/herself or others any right or protection.

Comply with the prohibitions against employees paying fees - The employer and its attorney, agents, or employees have not sought or received payment of any kind from the worker for any activity related to obtaining H-2B labor certification or employment. All wages must be paid free and clear.

Contracts with third parties to comply with prohibitions - The employer must contractually prohibit in writing any agent or recruiter (or any agent or employee of such agent or recruiter) whom the employer engages, either directly or indirectly, in recruitment of H-2B workers to seek or receive payments or other compensation from prospective workers.

**Prohibition against preferential treatment of foreign workers** - The employer's job offer must offer to 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-2B workers. Job offers may not impose on U.S. workers any restrictions or obligations that will not be imposed on the employer's H-2B workers.

Non-discriminatory hiring practices - The job opportunity is to be open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, disability, or citizenship. Rejections of any U.S. workers who apply for the job must only be for lawful, job-related reasons, and those not rejected on this basis have been or will be hired. In addition, the employer has and will continue to retain records of all hired workers and rejected applicants as required by § 655.56.

**Continuing requirement to hire U.S. workers -** The employer has and will continue to cooperate with the SWA by accepting referrals of all qualified U.S. workers who

apply (or on whose behalf a job application is made) for the job opportunity, and must provide employment to any qualified U.S. worker who applies to the employer for the job opportunity, until 21 days before the date of need.

No strike or lockout - There is no strike or lockout at any of the employer's worksites within the area of intended employment for which the employer is requesting H-2B certification at the time the Application for Temporary Employment Certification is filed.

No recent or future layoffs - The employer will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment. A layoff for lawful, job-related reasons such as lack of work or the end of a season is permissible if all H-2B workers are laid off before any U.S. worker in corresponding employment.

Contact with former U.S. employees - The employer will contact its former U.S. workers, including those who have been laid off within 120 calendar days before the date of need (except those who were dismissed for cause or who abandoned the worksite), employed by the employer in the occupation at the place of employment during the previous year, disclose the terms of the job order, and solicit their return to the job.

Area of intended employment and job opportunity - The employer must not place any H-2B workers employed under the approved Application for Temporary Employment Certification outside the area of intended employment or in a job opportunity not listed on the approved Application for Temporary Employment Certification unless the employer has obtained a new approved Application for Temporary Employment Certification.

Abandonment/termination of employment - If separation occurs before the end date of the employment specified in the Job Offer, the employer must notify OFLC in writing of the separation from employment not later than 2 work days after such separation is discovered by the employer. In addition, the employer must notify DHS in writing. An abandonment or abscondment is deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer. If the separation is due to the voluntary abandonment of employment by the H-2B worker and the employer provides appropriate notification specified under this paragraph (y), the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker under this section, and that worker is not entitled to the three-fourths guarantee described in paragraph (f) of this section.

Compliance with applicable laws - During the period of employment, the employer must comply with all applicable Federal, State and local employment-related laws and regulations, including health and safety laws.