*OMB Approval: 1205-0466*
*Expiration Date:* 8/31/2022

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

## A. Job Offer Information

1. Job Title * General Farm Worker

| 2. Workers Needed * | a. Total | b. H-2A | Period of Intended Employment | |
|---|---|---|---|---|
| | 1 | 1 | 3. Begin Date * 1/7/2022 | 4. End Date *9/30/2022 |

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 40 | **a. Total Hours** | 8 | c. Monday | 8 | e. Wednesday | 8 | g. Friday |
| 0 | b. Sunday | 8 | d. Tuesday | 8 | f. Thursday | 0 | h. Saturday |

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 4 : 00 ☐ AM ☑ PM

**Temporary Agricultural Services and Wage Offer Information**

8a. Job Duties - Description of the specific services or labor to be performed. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

General worker needed for crawfish, rice, and cattle farm. Work includes tractor driving, field prep, water maint, fertilize, plant and harvest of crops. Field prep includes operate farm equipment, manual shovel work and hoeing of weeds, spot spray and gen farm labor. Help repair and maintain bins, buildings, equip, farm, fences, field, levees, ponds, properties, roads and shop. Load and unload. May operate motorized crawfish boat and/or walk/push boat. Crawfishing involves manually cutting up of fish bait, set traps, bait and check traps. Grade, wash, sack and ice crawfish for shipment, make and repair traps as needed. Pickup/deliver crawfish as required. May deliver crop to coolers or market. Worker must be able to lift/carry 50 lbs. M-F, some Sat/Sun, OT varies. Employees may be compensated above the stated hourly wage, this decision to pay above the prevailing hourly wage will be made by the employer, basing this decision on factors that include the individual recipient's performance and work history. Allergies to ragweed, goldenrod, insect spray and related chemicals and pesticides, etc. may affect workers ability to perform the job. Employer may require post hire, random, upon suspicion or post accident drug testing, all at no cost to employee. Testing positive or failure to comply may result in immediate termination from employment. Job involves stooping, lifting and working outside in inclement weather. Must have 3 mo exp in similar position.

| 8b. Wage Offer * | 8c. Per * | 8d. Piece Rate Offer § | 8e. Piece Rate Units/Special Pay Information § |
|---|---|---|---|
| $ 11 . 88 | ☑ HOUR ☐ MONTH | $ ____.__ | |

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☑ Yes ☐ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ 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.)*

Please see attached continued for A.11.



H-2A Case Number: H-300-21302-675192 Case Status: Full Certification Determination Date: 11/08/2021 Validity Period: _____ to _____

## B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

| 2. Work Experience: number of months required. * | 3 | 3. Training: number of months required. * | 0 |
|---|---|---|---|

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 50 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

| 5a. Supervision: does this position supervise the work of other employees? * | ☐ Yes ☑ No | 5b. If "Yes" to question 5a, enter the number of employees worker will supervise. § | |
|---|---|---|---|

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

Please see attached continued for B.6.

## C. Place of Employment Information

1. Address/Location *
263 Limco Lane

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Iota | Louisiana | 70543 | Acadia |

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *

North @ Exit 76 on LA Hwy 1120, go 7 miles N to LA 98, left, go thru Iota, go 1 mile and left on Ginger Rd, 1 1/2 mile and rt on Fabacher Rd, go 1/2 mile and lft on Saffron Rd, 1 mile/2 feeders right, turn in past green/white home-go to service building

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ No

## D. Housing Information

1. Housing Address/Location *
614 Saffron Road

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Iota | Louisiana | 70543 | Acadia |

| 6. Type of Housing * | 7. Total Units * | 8. Total Occupancy * |
|---|---|---|
| Mobile Home | 1 | 3 |

9. Housing complies or will comply with the following applicable standards: * ☑ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *

Two bedroom, one bath mobile home located on farm. North @ Exit 76 on LA Hwy 1120, go 7 miles N to LA 98, left, go thru Iota, go 1 mile and left on Ginger Rd, 1 1/2 mile and rt on Fabacher Rd, go 1/2 mile and left on Saffron Rd. Employer can be reached on his cell phone at 337-581-1437. Employer would like to request a SWA housing inspection.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☐ Yes ☑ No

## E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

Please see attached continued for E.1.

| 2. If meals are provided, the employer: * | ☑ **WILL NOT** charge workers for such meals. | |
|---|---|---|
| | ☐ **WILL** charge workers for such meals at | $ _____ . _____ per day per worker. |

## F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

Please see attached continued for F.1.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

Please see attached continued for F.2.

| 3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker * | a. no less than | $ 13 . 17 | per day * |
|---|---|---|---|
| | b. no more than | $ 55 . 00 | per day with receipts |

## G. Referral and Hiring Instructions

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.)*

Please see attached continued for G.1.

| 2. Telephone Number to Apply * | 3. Email Address to Apply * |
|---|---|
| +1 (337) 783-4755 | N/A |

4. Website address (URL) to Apply *
www.laworks.net

## 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 653, subpart F and the requirements set forth in 20 CFR 655.122. 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 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 worksites for which the employer is requesting H-2A 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 for or secure housing for 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, 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 are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   *Request for Conditional Access to Intrastate or Interstate Clearance System*: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, 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 housing has been inspected and approved.

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).

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).

   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 has come to work for the employer, whether in the U.S. or abroad to the place of employment. 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 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 worksite to such subsequent employer's worksite, 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 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 H-2A 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. 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 worksite(s) 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 500.105 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).

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 CPR 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. 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), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate 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 hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period 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 of pay, 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 assures 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, 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 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 if the worker fails to show up for work at the regularly scheduled time and place 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 U.S. 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 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 worksite 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 worksite to the subsequent employer's worksite. 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, 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 required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 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 date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail 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 date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original 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 date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).

D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).

E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and 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 § |
|---|---|---|
| Freeland | Russell | B |
| 4. Title * | | |
| Farmer | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By Certifying Officer | | 11/1/2021 |

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs 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 ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement** *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per | Piece Rate Units/Special Pay Information |
|---|---|---|---|---|
| 4. | Crawfish | $ 11 . 88 | Hour | Any workers who are employed may be compensated above the stated hourly wage. This decision to pay above the stated prevailing hourly rate will be made by the employer and may be in the form of a bonus or raise. It is the employer?s sole discretion and his alone and he/she will base this decision on factors that include the individual recipient performance and work history.<br><br>As this work qualifies as exempt under 29 USC 213 (b) (6), overtime rates do not apply. |
| 11. | Cattle | $ 11 . 88 | Hour | Any workers who are employed may be compensated above the stated hourly wage. This decision to pay above the stated prevailing hourly rate will be made by the employer and may be in the form of a bonus or raise. It is the employer?s sole discretion and his alone and he/she will base this decision on factors that include the individual recipient performance and work history.<br><br>As this work qualifies as exempt under 29 USC 213 (b) (6), overtime rates do not apply. |
| 2 | Rice | $ 11 . 88 | Hour | Any workers who are employed may be compensated above the stated hourly wage. This decision to pay above the stated prevailing hourly rate will be made by the employer and may be in the form of a bonus or raise. It is the employer?s sole discretion and his alone and he/she will base this decision on factors that include the individual recipient performance and work history.<br><br>As this work qualifies as exempt under 29 USC 213 (b) (6), overtime rates do not apply. |
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| | | $ . | | |

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

## C. Additional Place of Employment Information

| 1. Name of Agricultural Business § | 2. Place of Employment * | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|---|---|---|---|---|---|
| Limco, Inc. | Harmon Road<br>Crowley, Louisiana 70526<br>ACADIA | I-10 exit Crowley, Hwy 100 headed West for appx 4 miles, right onto Harmon Road, appx 1/2 mile down property on West side, appx 400 acres. | 1/7/2022 | 9/30/2022 | 1 |
| Limco, Inc. | S Avenue F<br>Crowley, Louisiana 70526<br>ACADIA | I-10 exit Crowley, S on Hwy 13, Right on Cedar Street, left onto S Avenue, one block down on right. | 1/7/2022 | 9/30/2022 | 1 |
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**FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-21302-675192 Case Status: Full Certification Determination Date: 11/08/2021 Validity Period: _____ to _____

## H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

| 1. Section/Item Number * | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer will provide (at no cost to worker) free and convenient cooking and kitchen facilities along with cooking, food preparation, and serving utensils to all workers who are unable to return to their place of residence on the same day so that entitled workers may prepare their own meals. The kitchen facilities may be shared and workers will buy their own groceries. In addition, employer will provide workers with transportation to town so that the worker may purchase groceries, supplies and/or for banking and/or postal purposes. The use of this employer provided weekly transportation is voluntary and no worker is required to utilize the services offered by employer.

b. Job Offer Information 2

| 1. Section/Item Number * | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Contact employer at the number listed above in part one Mon ? Fri 9a-4p.
Referrals from the State Workforce Agencies or individual applicants who arrive at the place of employment commonly referred to as walk ins or gate hires, and from other sources will be accepted until 50% of the contract period has elapsed from the application start date. Applicants may call employer during normal business hours at the number listed and ask to speak with employer contact listed in application. It will be the responsibility of the referring SWA office to thoroughly familiarize and inform job seekers of the job specifications, and terms and conditions of this clearance order before a referral is made. Only workers meeting all qualifications on the job order should be referred. Interview may be performed , either in person or by telephone. If several applicants are to be referred at one time, it is suggested to contact the employer in advance to schedule a time and date. It is requested that SWA give each referral a copy of the clearance order ETA 790 along with all attachments or at a minimum, a summary of wages, working conditions and other specifications. Workers must meet all of the following criteria:
a. Available, qualified, and ready to work for the entire season.
b. Fully apprised and aware of the terms and conditions of employment.
c. Legally entitled to work in the US, worker must be able to provide documentation required to enable employer to comply with the US employment verification requirements. Employers must receive the accurate and complete I-9 within three (3) days of employment according to US law.
d. Able, willing and qualified to perform the work offered, at the wage offered. Workers hired pursuant to the job offer from within normal commuting distance will not be provided housing, subsistence or transportation. The actual employment offer is at the sole discretion of the employer. Order holding office: Louisiana Department of Labor, Foreign Labor Certification Unit, P O Box 94094, (1001 N 23rd Street, 3rd Floor Annex) Baton Rouge, LA 70804 225-342-7632 phone.

In the event of an amendment to the date of need, the employer requests that the state employment service attempt to inform referred migrant workers of the change. If the employer fails to notify the order-holding office of a delay in the date of need at least 10 working days prior to the original date of need, the employer shall pay all eligible workers referred through the clearance system that report for work and have made the required notice of availability to the job service office for the first week starting with the originally anticipated date of need. Failure by the worker to contact the local job service office or order holding office to verify the date of need no sooner than 9 working days and no later than 5 working days prior to the original date of need in the job order will disqualify the referred migrant worker from the assurances provided. Worker must have prior work experience (as listed in job description) in similar position offered.

Applicant must be able to furnish job references from recent employer establishing acceptable prior exp. If worker performance is not acceptable to the employer, in his sole discretion, the worker may be terminated. All employees will adhere to work terms and conditions whether domestic or foreign employees.

## 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 - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Transportation and daily travel subsistence provided according to regulations.

The employer will reimburse the worker for costs incurred by the worker for visa MRV application fees (if not previously paid by employer), border crossing fees, transportation costs and reasonable subsistence from the place from which the worker came to work for the employer to the place of employment to the extent that such worker-borne expenditures reduce the workers? FLSA earnings at the first pay period, or, no later than at the halfway point in the contract (?50% period?).

Daily subsistence (the current minimum subsistence amount as published in the Federal Register) from the place from which the worker, without intervening employment will come to work for the employer, will be paid to workers who cannot provide receipts, and up to the maximum current subsistence amount published in the Federal Register travel subsistence will be paid to the workers with acceptable receipts.

The transportation reimbursement will be calculated on the workers? actual cost but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved. At the option of the employer, the entire inbound transportation and subsistence expense may be paid on or before the first payday.

In the case of termination as a result of an Act of God, the employer will provide or pay the cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker is not returning to the place of departure and has subsequent employment with H2A employer who will bear transportation expenses. In the event of such termination of a contract, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. Whether such an event constitutes a contract impossibility will be determined by the CO.

If the worker completes his contract, meaning his ?period of employment?, the employer will provide or pay the cost of return transportation and subsistence from the place of employment, except when the worker is not returning to the place of departure, and has subsequent employment with an employer who will bear transportation expenses.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for providing or paying the cost of return transportation and subsistence from the place of employment to the place of departure.

Reimbursement of inbound and return transportation costs applies only to persons recruited from outside normal commuting distance.

If the worker voluntarily abandons employment before the end of the job order period or is terminated ?for cause? or misconduct, the employer is required to notify DOL (and DHS, in the case of an H2A worker) no later than 2 (two) working days after such abandonment occurs, with 5 (five) consecutive workdays of an unexcused absence constituting abandonment of employment. In the event of abandonment by employee he/she is not entitled to the ? wage guarantee provision or the transportation and subsistence.

d. Job Offer Information 4

| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The employer will provide daily transportation from the farm to the various listed work sites and back each day at no cost to both H2A worker and workers in corresponding employment who are not reasonably able to return to their home residence in the same day.

## H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Please note that all work sites are either owned, leased, or under the control of named employer, surrounding fields and/or ponds adjacent to the worksite locations. Workers should expect adjusted work schedule, occasional periods of little or no work because of weather, crop or other conditions beyond the employer?s control. These periods can occur anytime throughout the season. The period of employment shall be the period from the first workday that the worker is at the employers? farm and is able, eligible, ready and willing to work until the anticipated end date of employment. *In the event of an accident notify employer immediately, all accidents must be reported within 30 days of occurrence. 8 hours per day is normal, Monday?Friday and hours vary on weekends with an unpaid lunch break. The worker may be requested but not required to work additional hours per day and/or on the worker?s Sabbath or Federal holidays depending upon the conditions in the fields, weather, crop, and any other factors beyond control of employer. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and/or Sunday and holidays during peak times and special needs, but not required. Extreme heat, cold and drought may affect working hours. Employer will offer 40 hours/week, weather permitting and crop conditions permitting. Worker will report to work at Employer designated time and place each day. Workers may be offered more than the specified hours in a single day. Workers may also volunteer to work additional hours when work is available. This can happen at anytime throughout the season. Any and all request for a leave of absence must be made in writing to the employer. All absences shall count towards hours offered for the purpose of the three quarter guarantee. These requirements pertain to both domestic and foreign workers. Employer will provide supplies, tools and equipment at no cost for workers to perform the tasks required. Workers who are found to be responsible will be charged for any willful damage to or loss of such. Operational specifications can change during the season due to crop or market conditions. Workers will be expected to conform to the specific instructions given for each day?s work. General supervision and instructions will be provided by owner, manager, supervisor or employee designated by supervisor. Daily crew assignments, work assignments and work locations will be determined by the employer or his designee as the needs of the crop dictate. Workers may be assigned a variety of duties in any given day and may be given different tasks on different days. Workers should be able to do the work required. Full Crop Commitment: This is regular work eight hours per day, Monday ? Friday, and hours vary on weekends for the full period of employment. The worker agrees to work for assigned employer whenever work is available during the full period of employment even though work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of the employment, he will not receive the return transportation or the ? guarantee. Employer may require random, upon suspicion or post accident drug testing, this will be paid for by employer and performed by lab of employer choice. This testing will take place post hire and is not a pre-employment requirement. All requirements pertain to both domestic and foreign workers.

f. Job Offer Information 6

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

General Conditions Applicable to All Crops: Work begins at an assigned time. Work is performed under various weather conditions. Workers will work and perform repetitive tasks on their feet in bent and stooped positions for long periods of time. Workers will use muscles to lift, push, pull or carry heavy objects in loading and unloading trucks. All of the tasks in this job description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work on the farm that is incidental to producing the crops such as repairing buildings, maintaining grounds, operate tractor/farm equipment, removing brush, debris, trash, trees, weeds, etc., incidental crop setup when needed, gardening, etc. Workers may operate tractors, forklifts, bushhogs, mowers, sprayers, planter, harvester or any other equipment, whether it is manual or power equipment. Use of hand tools, hoes, knives, machetes and/or cane knives, pruning hooks, shears, shovels, sprayer, tampers, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated. Work will be closely monitored and reviewed. Workers are expected to perform duties including bagging, boxing, weighing and loading/unloading trucks with product. Worker will be expected to be able to operate equipment with or without direction. Workers should be physically able to perform the work required without close supervision in an efficient and timely manner and be able to understand and follow instructions. Workers are expected to perform in a manner that protects the buildings, crop, employer, equipment, operator, other employees, themselves, and any visitors. Workers who hold the appropriate license may use general purpose vehicles to transport crop, farm equipment, themselves, or other workers from one location to another. Workers should expect adjusted work schedule, occasional periods of little or no work because of weather, crop, or other conditions beyond the employer?s control. These periods can occur anytime throughout the season. Must be able to perform physical activities that require considerable use of your arms, legs, and sometimes moving your whole body simultaneously, such as, but not limited to balance, bend, climb, kneel, lift, sit, stoop, stretch, twist, and/or walk along with/while handling materials with repetitive movements for long periods of time. Employer will provide supplies, tools and equipment at no cost for workers to perform the tasks required. Employees are reminded that farming is a hazardous occupation. Workers are exposed to wet weather and excessive heat. Temperatures may range from below 10 to above 100 F. Must be able to work in excessive humidity with heat index reaching above 120 F. Workers may be required to work during occasional rain showers that are not severe enough to stop operations. Possible contact with alligators, birds, frogs, insects, snakes, etc. Workers must adhere to all safety rules as instructed by the supervisor. Failure to comply with safety, operational and personal protection standards may result in worker termination. The employer shall make and post Work Rules which shall apply to this employment. The prospective worker shall abide by such rules.

## H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Work Rules - English - page 1 of 3

This listing is not intended to be a complete list, these work rules are provided to give workers guidance of the standards of conduct expected of them. Notice is provided that violations of lawful job-related requirements by the employer, including these rules, will be considered grounds for immediate termination of a worker?s employment. Penalties such as suspension from the opportunity to work for the remainder of the day or up to three days may be made in the situation of a less serious violation. Workers are expected to comply with ALL RULES including relating to discipline, attendance, work quality/quantity and effort, and the care and maintenance of all property provided to them by the employer.

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday, or for up to three days in the sole judgment of their supervisor, depending on the degree of the infraction, the workers prior record and any other factors that are deemed relevant. Discharge of the worker may result from subsequent offense.

2. No use or possession of beer, liquor or illegal drugs is permitted during work time or during any work day before work is completed for the day (such as during meals); workers may not report to work under the influence of beer, liquor, or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, kept or manufactured on any employer premises, including housing. Employer paid, post hire, drug testing upon suspicion of use.

3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or ?day work?. Excessive or repeated tardiness is not acceptable. Any absence from worker must be reported by 7 am. Five consecutive workdays of unexcused absence will constitute abandonment of employment and worker will be terminated and the employer must consider the job abandoned.

4. All posters required by federal and state law will be posted. They are not to be removed, defaced, or altered in any way. Workers who wish for a copy may ask their supervisor. Workers may not post any signs or notices on employer?s premises.

5. Worker?s may not drop paper, cans, bottles, and other trash in fields, work areas or on housing premises. Trash and waste receptacles must be utilized.

6. Worker may not abuse or extend break periods which may be provided by employer, nor take unauthorized breaks from work.

7. Workers may not leave the field or other assigned work area without permission of supervisor. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to standards, or rough handling of produce may be terminated.

8. Workers may not enter employer?s premises without authorization, the exception is worker?s assigned housing.

9. Workers may not begin work prior to scheduled starting time or continue working after stopping time.

10. Workers may not deliberately restrict production, damage plants or bruise fruit.

h. Job Offer Information 8

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

11. Any workers who physically threatens another worker, the employer or any supervisor will be subject to immediate discharge.

12. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge. No firearms or other weapons may be brought onto the employer?s premises AT ANY TIME.

13. Workers may be discharged for fighting on the employer?s premises, including housing premises, at any time.

14. Workers may be discharged if they steal from fellow workers or the employer.
15. Workers will not falsify identification, personnel, medical, production or any other work-related records.

16. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.

17. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which he has not specifically been assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless authorized by the employer.

18. Workers must not misuse or remove from the farm premises without authorization any employer owned property.

19. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer?s office, all accidents must be reported within 30 days of occurrence. Repeated failure to follow instructions, obey safety requirements and equipment and vehicle operation instructions may result in termination.

20. Workers must follow the instructions of supervisor. Insubordination is cause for dismissal.

## H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

21. Long distance telephone calls are prohibited without the prior permission of employer and costs of such calls will be charged to workers. Use of electronic devices, including cell phones, IS NOT permitted at any time during work hours and is grounds for immediate termination, EXCEPT for work related or employer approved phone calls.

22. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule: lst offense ? oral warning and correction. 2nd offense ? written warning and unpaid leave for remainder of day 3rd offense ? immediate discharge with written fact statement (Employee may be asked to sign written fact statement)

23. Workers may not engage in horseplay, scuffing, throwing things, wasting time or loitering during work hours.

24. If your employer issues electronic badges for timekeeping tabulation, workers must keep badges in their possession at all time during the work hours.

25. Workers should expect adjusted work schedule, occasional periods of little or no work because of weather, crop or other conditions beyond the employer?s control. These periods can occur anytime throughout the season.

26. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. No pets of any kind are permitted.
27. All housing must be locked each morning before leaving for work. Lights and unnecessary air or heat should be economically adjusted, and doors or windows closed in event of rain and when air conditioner or heat is turned on.
28. Workers living in employer?s housing may not cook in sleeping rooms or any other non kitchen area. Employer furnishes cooking facilities and equipment.
29. Workers living in employer?s housing assigned to bunk beds may not separate or move bunk beds.
30. Workers living in employer?s housing may not entertain guests in housing after 10:00 except on Saturday, on which guest hours end at 12:00 midnight. No person, other than workers assigned by employer to a room, may sleep in said room. Workers and/or their guests may not engage in indecent, immoral or illegal conduct at any time on the employer?s premises. Workers may not interrupt other workers rest/sleep periods by excessive or unnecessary noise or commotion.

FAILURE TO COMPLY WITH THE ABOVE WORK RULES MAY RESULT IN TERMINATION. IF YOU DO NOT UNDERSTAND ANY OF THE ABOVE RULES, ASK YOUR SUPERVISOR FOR AN EXPLANATION

j. Job Offer Information 10

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The employer is advising H-2A visa beneficiary/workers of their responsibility to return to their country of origin, or to subsequent employment-authorized work, at the end of this term of employment.
Employer prohibits the payment of recruitment fees by workers. If a worker is asked to pay a recruitment fee or has actually paid such a fee, he or she shall be asked to inform the employer immediately so that the employer may reimburse said fee to employee. Worker is also asked this information while completing work agreement.

Injuries: - Worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer?s proof of insurance coverage will be provided to the Regional Administrator before certification is granted. Worker is to report any work-related injuries within 30 days of occurrence to employer designated individual. A copy of our most recent Work Comp Certificate of Insurance is provided with our H2A application.

Termination: ? The employer may terminate the worker with notification to the employment service local office if the worker (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct. Employer retains the right to discharge any obviously unqualified worker, malingerer or a recalcitrant worker who is physically able, but does not demonstrate the willingness to perform the work necessary. At all times it is imperative that the employer produce a premium quality product.

Employer Obligation if Employment is 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 transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment Terms and Conditions: - Employer will expeditiously notify the Order Holding Local Office or State Agency by telephone immediately upon learning that a crop is maturing earlier or later, or 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. The employer agrees to comply by all assurances of 20 CFR 653.107, 20 CFR 653.501, and 20 CFR 655.135.

Work Agreement: A copy of the Work Agreement along with Work Rules (or Job Clearance Order in the absence of work agreement) will be provided to the worker in a language understood by the worker no later than the time at which the worker applies for the visa at the consulate for H2A workers, or to a worker in corresponding employment (domestic worker) no later than on the day that work begins. In the absence of a separate written Work Agreement between the employer and the worker, the terms of this job order, including attachments, and the certified Application for Temporary Employment Certification will be the work contract. In the event that there is any conflict between the Spanish translation and the English translation of the H2A ETA 790 and ETA 9142A, Work Agreement and/or Work Rules, the English version will be the controlling document of each.

## H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Wage Statements: - The below listed payroll information must be retained on each individual worker, by the employer, for a period of 3 years. Employer will furnish the worker on or before each pay period written statements showing:
a. the hours actually worked by the worker
b. the worker?s hourly rate of pay (if piece rates are used, the units produced daily)
c. the hours of employment offered including those above the guarantee
d. worker?s total earnings for the pay period
e. any deductions will be listed and itemized
f. statements will include the beginning and ending dates of the pay period
g. the employer name
h. the employer address
i. the employer federal identification number (FEIN).
** include workers home address in Mexico (not US employer or US housing address)

The employer?s anticipated work force requested are estimates as total workforce needs are dependent upon the weather, crop conditions and worker availability.

In the event that there is a conflict between the Spanish translation and the English translation of the H2A application including the ETA 9142A, ETA 790, Work Agreement and/or Work Rules, or any other documents required to utilize the H2A program the English version will be the controlling document at all times.

Applicant must have prior work experience in similar position offered as listed. Applicant must be able to furnish job references from recent employer establishing acceptable prior experience, if requested. If worker performance is not acceptable to the employer, in his sole discretion, the worker may be terminated.

DRUG TESTING:
Employer may require random, upon suspicion or post-accident drug testing, this will be paid for by employer and performed by lab of employer choice. This testing will take place post hire and is not a pre-employment requirement

Hours and schedule
This is regular work and 8 hours per day is normal, Monday?Friday and hours vary on weekends for the full period of employment with an unpaid lunch break. The worker may be requested but not required to work additional hours per day and/or on the worker?s Sabbath or Federal holidays depending upon the conditions in the fields, weather, crop, and any other factors beyond control of employer. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and/or Sunday and holidays during peak times and special needs, but not required. The worker agrees to a full crop commitment and agrees to work for assigned employer whenever work is available during the full period of employment even though work may be slack at times. Extreme heat, cold and drought may affect working hours. Employer will offer 40 hours/week, weather permitting and crop conditions permitting. Worker will report to work at Employer designated time and place each day. Workers may be offered more than the specified hours in a single day. Workers may also volunteer to work additional hours when work is available. This can happen at any time throughout the season. Any and all request for a leave of absence must be made in writing to the employer. All absences shall count towards hours offered for the purpose of the three-quarter guarantee. Workers should expect adjusted work schedules, occasional periods of little or no work because of weather, crop or other conditions beyond the employer?s control. These periods can occur anytime throughout the season.

l. Job Offer Information 12

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Housing and utilities are provided at no cost to both H2A worker and workers in corresponding employment who are not reasonably able to return to their residence in the same day. Housing is not provided to non-workers. Family housing is not provided. Only those who have been assigned housing will be permitted to occupy the employer housing. Workers must occupy the quarters that are assigned to them. Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing in accordance with state law. Workers qualified to reside in employer provided housing, as stated above, may have mail directed/delivered to them at the Employer?s address. Housing will be clean and in compliance with applicable federal housing standards. Prior to occupancy, housing will be inspected and approved by Louisiana Office of Workforce Development, SWA Office of Foreign Labor Certification, the State Health Department and/or the US Employment Training Administration to verify the condition of such housing prior to occupancy as to ensure that all worker housing meets required standards. Worker agrees that housing will be maintained in a neat clean manner and in compliance with Work Rules which are attached hereto. Failure to comply with these rules will result in disciplinary action as described. Workers shall cooperate with other workers assigned to the same housing in maintaining kitchen, dining, bathroom and living areas in the same general condition that unit was in prior to occupancy. Workers should report any housing problems to Employer promptly. Reasonable repair cost of damage, other than that caused by normal wear and tear, will be charged to the workers found to have been responsible for damage to housing or furnishings. Female workers will be provided with sleeping facilities shared only with other family members, or with other females. Sex-segregated toilet facilities will be provided. Dining and other common areas may be shared without regard to gender. Should employer utilize rental and/or public accommodations employer attests that such housing will be in compliance with all local, state or federal housing safety standards. All rental housing charges will be paid for by employer directly to management/ owner/operator of accommodations. At the time of submission of our ETA 790 to the LA State SWA, we are requesting a housing inspection to be performed in a timely manner to insure to the US DOL that the employer provided worker housing meets all standards as required by law.

## H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The current Adverse Effect Wage Rate (AEWR) in effect at the time work is performed, the prevailing hourly rate, the agreed upon collective bargaining wage, or the legal Federal or State Minimum Wage Rate, whichever is highest, is guaranteed to all workers. In the event the US Department of Labor (DOL) promulgates a new AEWR during the recruitment or work contract period that is lower than the current AEWR, the employer may pay the newly established AEWR. If, however, there is an adjustment to the AEWR, the employer will pay the highest of the adjusted AEWR, prevailing hourly wage or piece rate, the agreed upon collective bargaining wage or the Federal or State minimum wage. The employer guarantees to offer employment for a minimum of three-quarters (3/4) of the workhours of the total specified period during which the work order and all extensions thereof are in effect beginning with the first work day after worker?s arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the three-quarters (3/4) guarantee period ends on the date of termination. The worker is not required to work more than eight (8) hours per day except when otherwise stated in the job order or on the worker?s Sabbath or federal holiday to meet the guarantee period. Any hours offered by the employer that the employee fails to work during a workday when the employer offers the opportunity to work, and all hours of work actually performed shall both be counted towards meeting the ? guarantee. Workers who voluntarily abandon employment or those who are terminated ?for cause? will relieve the employer for subsequent transportation and subsistence costs and the three quarters guarantee.

n. Job Offer Information 14

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

El trabajo Gobierna ? Espanol

Aunque esta lista no sea pensada ser una lista completa, estas reglas del trabajo son proporcionadas para dar trabajadores gu?a de los est?ndares de conducto esperado de ellos. La nota con tal de que infracciones de trabajo l?cito relacionaran requisitos por el empleador, inclusive estas reglas, ser?n considerados motivo para la terminaci?n inmediata del empleo de un trabajador. Las penas como suspensi?n de la oportunidad de trabajar para el resto del d?a o hasta tres d?as pueden ser hechas en la situaci?n de una infracci?n menos grave. Los trabajadores son esperados copiar con TODAS las REGLAS que relacionan para disciplinar, la asistencia, calidad/cantidad de trabajo y esfuerzo, y el cuidado y el mantenimiento de toda la propiedad proporcionado a ellos por el empleador.

1.trabajadores que realizan el trabajo desali?ado pueden ser suspendidos sin paga por el resto de un d?a laborable, o hasta tres d?as en el ?nico juicio de su supervisor, dependiendo del grado de la infracci?n, los trabajadores registro previo y cualquier otros factores que son cre?dos pertinente. La descarga del trabajador puede resultar de la ofensa subsiguiente.

2.Ning?n uso ni la posesi?n de cerveza, el licor ni las drogas ilegales son permitidos durante tiempo de trabajo ni durante ninguna jornada de trabajo antes que el trabajo sea completado por el d?a (como durante comidas); trabajadores no pueden reportear para trabajar bajo la influencia de cerveza, del licor, ni de las drogas ilegales. Los empleados pueden ser terminados para el uso excesivo de alcohol, borracho y/o la alteraci?n del orden p?blico a albergar despu?s de horas. Las drogas ilegales no pueden ser utilizadas, pueden ser vendidas, pueden ser mantenidas o pueden ser fabricadas en cualquier local de empleador, inclusive envoltura. El empleador pag? poste emplea la droga que prueba sobre la sospecha del uso.

## H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

7. Los trabajadores no pueden salir el campo ni otra ?rea asignada del trabajo sin permiso de supervisor. Cualquier trabajador que estorba repetidas veces el progreso del grupo por el retraso, saliendo temprano, adherencia floja a est?ndares, o al mal trato de productos puede ser terminado.
8. Los trabajadores no pueden entrar el local de empleador sin autorizaci?n, a excepci?n de la envoltura asignada de trabajador.
9. Los trabajadores no pueden empezar el trabajo antes de planificado comenzando tiempo ni sigue trabajando despu?s de parar tiempo.
10. Los trabajadores no pueden restringir deliberadamente producciones, plantas de da?o ni fruta de magulladura.
11. Cualquier trabajador que amenaza f?sicamente a otro trabajador, el patron o al supervisor ser? despedido inmediatamente.
12. Cualquier trabajador que es encontrado llevar, utilizar o poseer cualquier arma peligrosa o mortal ser? susceptible a la descarga inmediata. Ningunos fusiles ni otras armas pueden ser tra?dos en el local del empleador EN TIEMPO.
13. Los trabajadores pueden ser descargados para luchar en el local del empleador, inclusive albergar local, en tiempo.
14. Los trabajadores pueden ser descargados si roban de compa?eros de trabajo o el empleador.
15. Los trabajadores no falsificar?n identificaci?n, el personal, m?dico, la producci?n ni cualquier otro trabajo relacionaron registros.

p. Job Offer Information 16

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

16. Los trabajadores no pueden abusar voluntariosamente ni pueden destruir ninguna maquinaria, el cami?n ni otro veh?culo, el equipo, las herramientas, ni otra pertenencia de propiedad al empleador ni a otros empleados
17. Los trabajadores no pueden utilizar ni pueden operar camiones ni otros veh?culos, las m?quinas, las herramientas ni otro equipo y la propiedad a que el no ha sido asignado espec?ficamente por su supervisor. Los trabajadores no pueden utilizar ni pueden operar camiones ni otros veh?culos, las herramientas ni otro equipo ni la propiedad para su uso personal a menos que autorizado por el empleador.
18. Los trabajadores no deben maltratar ni deben quitar del local de granja sin autorizaci?n cualquier empleador posey? propiedad.
19. Los trabajadores deben obedecer todas las reglas de la seguridad y pr?cticas comunes de seguridad y deben reportear cualquier herida o los accidentes inmediatamente a su supervisor o la oficina del empleador. todos los accidentes deben ser reportados dentro de los 30 d?as de su ocurrencia.El fracaso repetido para seguir instrucciones, obedecen requisitos de seguridad y equipo e instrucciones de operaci?n de veh?culo pueden tener como resultado terminaci?n.
20. Los trabajadores deben seguir las instrucciones de supervisor. La insubordinaci?n es causa para el despido
21. Las llamadas telef?nicas de larga distancia son prohibidas sin el permiso previo de empleador y costos de tales llamadas ser? cargado a trabajadores. El uso de dispositivos electr?nicos, inclusive tel?fonos celulares, no es permitido en tiempo durante horas de trabajo y es motivo para la terminaci?n inmediata. Excepto por llamadas telef?nicas o aprobadas por empleadores relacionados con el trabajo.
22. Sino como de otro modo notado arriba, los empleados que violan reglas de trabajo ser?n disciplinados seg?n el horario siguiente:
la ofensa de lst ? advertencia y correcci?n orales
segunda ofensa ? advertencia escrito y hoja impagada para el resto de d?a
la ofensa tercera ? descarga inmediata con declaraci?n escrito de hecho (Empleado mayo pedido firmar hecho escrito declaraci?n)
23. Los trabajadores no pueden entrar en payasadas, la arrastrar, tirando cosas, perdiendo el tiempo u holgazaneando durante horas de trabajo.

## H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

24. Si su empleador publica insignias electr?nicas para la tabulaci?n de puntualidad, los trabajadores deben mantener insignias en su posesi?n en todo el tiempo durante las horas del trabajo.
25. Los trabajadores deben esperar un horario de trabajo ajustado, per?odos ocasionales de poco o ning?n trabajo debido al clima, los cultivos u otras condiciones fuera del control del empleador. Estos periodos pueden ocurrir en cualquier momento durante la temporada.
26. Los trabajadores mantendr?n cualquier dependencia proporcionado a ellos limpian y en la reparaci?n buena, dar el desgaste razonable. Los trabajadores cooperar?n en mantener cocina com?n, cenar, el cuarto de ba?o y ?reas vivas. Ningunos animales favoritos de cualquier tipo son permitidos.
27. Toda la envoltura debe ser cerrada cada ma?ana antes de salir para el trabajo. Las luces y el calor innecesario deben ser apagados, las puertas y las ventanas encerraron acontecimiento de lluvia y cuando calor es prendido.
28. Los trabajadores que viven en la envoltura de empleador no pueden cocinar en cuartos durmientes ni cualquier otro no ?rea de cocina. El empleador proporcion? cocinando facilidades y equipo.
29. Los trabajadores que viven en la envoltura de empleador asignada a literas no pueden separar ni pueden mover literas.
30. Los trabajadores que viven en la envoltura de empleador no pueden entretener a hu?spedes a albergar despu?s de 10:00 menos el s?bado, en que horas de hu?sped terminan en 12:00 medianoche. Ninguna persona, de otra manera que trabajadores asignados por empleador a un cuarto, pueden dormir hasta tarde dijeron cuarto. Los trabajadores y/o sus hu?spedes no pueden entrar en el conducto indecente, inmoral ni ilegal en tiempo en el local del empleador. Los trabajadores no pueden interrumpir otros per?odos de descansa/sue?o de trabajadores por ruido ni tumulto excesivos ni innecesarios.

El FRACASO para CONFORMARse CON LAS REGLAS ANTES MENCIONADAS del TRABAJO mayo TIENE COMO RESULTADO TERMINACION. SI USTED no COMPRENDE CUALQUIERA DE LAS REGLAS ANTES MENCIONADAS, PREGUNTA a SU SUPERVISOR PARA UNA EXPLICACION.

r. Job Offer Information 18

| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers who are found to be responsible will be charged for any willful damage to or loss of such. Advances and/or loans, if any, from employer to workers may be considered as preauthorized payroll deductions. Should a worker make long distance calls using the employer telephone lines, the worker will be deemed to have consented to this deduction of the cost of all such calls from their paycheck, the worker will be expected to repay the cost of such telephone calls to employer. Deductions for FICA, federal or state tax withholdings including court ordered child support, garnishments, liens or any other legally required deductions will be made according to individual circumstances, all as required by law.

## H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

3. ausencias excesivas no ser?n permitidas. Esto es el trabajo regular y diario para que empleados son esperados ser presente, capaz y dispuesto a realizar cada d?a laborable planificado. Esto no es espor?dico ni el "trabajo de d?a". El retraso excesivo o repetido no es aceptable. Cualquier ausencia del trabajador debe ser reporteada por 7 soy. Cinco d?a laborable consecutivos de unexcused ausencia constituir? el abandono de empleo y el trabajador ser? terminado y el empleador debe considerar el trabajo abandonado. 4. Todos los carteles necesarios por federal y la ley del estado ser? anunciada. Son de no ser quitados, para ser mutilado, o para ser alterado en ninguna manera. Los trabajadores que desean para una copia pueden preguntar a su supervisor. Los trabajadores no pueden anunciar ning?n signo ni las notas en el local de empleador.

t. Job Offer Information 20

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

5. El trabajador no puede dejar caer papel, las latas, las botellas, y otra basura en campos, trabaja ?reas o a albergar local. La basura y los recept?culos de desecho deben ser utilizados. 6. El trabajador no puede abusar ni puede extender interrupci?n los per?odos que pueden ser proporcionados por empleador, ni toman interrupciones no autorizadas del trabajo.