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 * Farm Workers

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	10	10	3. Begin Date * 1/14/2022	4. End Date *10/31/2022

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 *

45	**a. Total Hours**	9	c. Monday	9	e. Wednesday	9	g. Friday
0	b. Sunday	9	d. Tuesday	9	f. Thursday	0	h. Saturday

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 5 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/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.)
Federal Tax, Social Security, and Medicare deductions-U. S. workers
State Tax deductions*-U. S. workers who choose to have taxes withheld
Federal Tax deductions and State Tax deductions*- H-2A workers who choose to have deductions withheld
*(Agriculture wages in Mississippi are exempt from withholding taxes MS 35.III.11.03 Chapter 03)

H-2A Case Number: H-300-21307-683833 Case Status: Full Certification Determination Date: 12/16/2021 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)* *

See Addendum C

C. Place of Employment Information

1. Address/Location *
181 Americana Drive

2. City *	3. State *	4. Postal Code *	5. County *
Shubuta	Mississippi	39360	Clarke

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

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 *
2152A CR 270

2. City *	3. State *	4. Postal Code *	5. County *
Shubuta	Mississippi	39360	Clarke

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Metal building	1	2

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)* *
31.798224-88.787373
From Laurel MS take I-59 N. to Exit 126 (Pachuta), turn right on Highway 18 East, go approximately 11 miles, (Look for Breckenridge sign), Turn right onto CR 115 (becomes CR270), go 4 miles. Housing is on left.

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.)*

Employer housing has free and convenient cooking and kitchen facilities for the workers that will enable the workers to prepare their own meals. Kitchen facilities are furnished with stove, refrigerator, storage cabinets, food storage containers, cooking utensils, pots and pans, sinks, hot and cold water, cleaning supplies, and dishes. Workers are offered free transportation at least once a week to assure workers access to bank and to stores where they can purchase groceries and other needed articles. Licensed drivers will be provided by employer for transportation to and from housing to job site and stores as necessary.

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.)

Employer will provide transportation for workers to and from the worksite. Licensed drivers will be provided by the employer for transportation to and from housing to the worksite.
Breckenridge Farms LLC assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations.

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.)

Employer will reimburse an employee?s inbound transportation and visa-related expenses (i.e. subsistence, lodging, etc.) in the first workweek to the extent that the costs would bring the worker wages below the FLSA minimum wage. The balance will be reimbursed at 50% of the contract period.? The employer will reimburse the worker cost for the transportation and subsistence from the worker?s home to the consulate.

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.)

In order for job applicants to be considered for this position, applicants must submit a completed job application to Breckenridge Farms LLC. The application can be made at the local WIN Job Center or online at https://wings.mdes.ms.gov/wings/welcome.jsp
Breckenridge Farms LLC job application will be provided to applicants who call or "walk-in ". Only applicants who have been informed of the job requirements and duties and meet all qualifications on the job order including able to drive a tractor, available to work complete contract period, ability to lift up to 50 lbs. and have completed a job application should be referred by the WIN Job Center. Applicants should be provided a copy of the job order to read before making an application for the job opportunity. Applicants meeting all qualifications required must possess documents to complete INS Form I-9 and be available at the time and place necessary to begin employment.

To facilitate job applications Breckenridge Farms LLC prefers that job applicant:
Mail applications to Farm Manager: Elliott Phillips, 181 Americana Drive, Shubuta MS 39360 (home address)
Phone: 601 776-7477 10:00 am - 4:00 pm (Voice message available for leaving contact information.)

Applicants may call the employer for an appointment but are required to report to Breckenridge Farms LLC to finalize hiring requirements. In the event Breckenridge Farms LLC receives phone calls or walk-up workers interested in the job, the employer will inform these applicants of the requirements and duties and will consider them based on their qualifications. Breckenridge Farms LLC will accept job applicants until 50% of the contract period has elapsed and maintain recruitment documentation as required by regulations.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (601) 776-7477	breckenridgefarms@yahoo.com

4. Website address (URL) to Apply *
https://wings.mdes.ms.gov/wings/welcome.jsp

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 §
Phillips	Elliott	
4. Title *		
Owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		11/15/2021

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
	Squash	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Okra	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Corn	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Peas	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Beans	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Watermelon	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Cantaloupes	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Cucumbers	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Peppers	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Lettuce	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.

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
	Cabbage	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Eggplant	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Potatoes	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Radishes	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Beets	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Blueberries	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Tomatoes	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
	Muscadines	$ 11 . 88	Hour	....No Finding for the particular crop activity, the employer shall offer and pay the worker(s) the Adverse Effect Wage Rate (AEWR) Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.
		$ _____ . _____		
		$ _____ . _____		

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Metal Building	2154 CR 270 Shubuta , Mississippi 39360 CLARKE	31.791221-88.783256 From Laurel MS take I-59 N. to Exit 126 (Pachuta), turn right on Highway 18 East, go approximately 11 miles, (Look for Breckenridge sign), Turn right onto CR 115(becomes CR270), go 4 miles. Housing is on left.	1	2	❑ Local ❑ State ☑ Federal
Metal Building	2156 CR 270 Shubuta, Mississippi 39360 CLARKE	31.79589-88.788746 From Laurel MS take I-59 N. to Exit 126 (Pachuta), turn right on Highway 18 East, go approximately 11 miles, (Look for Breckenridge sign), Turn right onto CR 115(becomes CR270), go 4 miles. Housing is on left.	1	2	❑ Local ❑ State ☑ Federal
Metal Building	2158 CR 270 Shubuta, Mississippi 39360 CLARKE	31.79589-88.787374 From Laurel MS take I-59 N. to Exit 126 (Pachuta), turn right on Highway 18 East, go approximately 11 miles, (Look for Breckenridge sign), Turn right onto CR 115(becomes CR270), go 4 miles. Housing is on left.	1	2	❑ Local ❑ State ☑ Federal
Metal Building	2152B CR 270 Shubuta , Mississippi 39360 CLARKE	39360 31.798224-88.7873 From Laurel MS take I-59 N. to Exit 126 (Pachuta), turn right on Highway 18 East, go approximately 11 miles, (Look for Breckenridge sign), Turn right onto CR 115 (becomes CR270), go 4 miles. Housing is on left.	1	2	❑ Local ❑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-21307-683833 Case Status: Full Certification Determination Date: 12/16/2021 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties

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

Perform manual labor to plant, cultivate, and harvest muscadine grapes and row crops. Duties include vineyard maintenance-tilling soil, transplanting, weeding, thinning or pruning vines, replacing posts, constructing trellises, mowing, applying fertilizers, herbicides, and pesticides. Set up and operate irrigation equipment, clear and maintain irrigation ditches. Monitor crops-determine harvest-ready fruits, identify plants, pests, and weeds to determine the selection and application of pesticides and fertilizers. Record crop information such as pesticide use and harvest yield. Cleaning, packing, and loading of harvested products.
Workers may plant, cultivate, and harvest vegetable crops. Duties may include field preparation, set up and maintain irrigation systems, preform hand cultivation activities such as planting seeds, plugs, thinning, weeding, and hoeing in the field. May load and unload supplies, boxes, containers, etc. Load and unload produce during harvest.
May harvest row crops-tomatoes, squash, okra, corn, peas, beans, watermelons, cantaloupes, cucumbers, peppers, lettuce, cabbage, eggplant, potatoes, blueberries, radishes, beets.
Farm maintenance repairing fences and farm buildings. Operate tractors, tractor-drawn machinery, and self-propelled machinery to plow, harrow, and fertilize the soil, or to plant, cultivate, spray and harvest crops. Operate, repair, and maintain farm vehicles, implements, mechanical equipment, and power tools. Operates, repairs, and maintains farm vehicles (tractor, ATV, trucks, vans, and UTV) implements, mechanical equipment, and power tools. Assist in loading trucks with the product. Job duties vary during the contract period due to crop or market conditions. Workers are given specific instructions given for each days work. The job requires being reliable, responsible, and dependable.
Sanitation Requirements: When hand harvesting crops for human consumption, it is critical that all workers follow food and common personal safety sanitary practices at all times. Assist with Good Agricultural Practices policies. Employees are required to wash their hands thoroughly with soap and water before entering or reentering the field for harvest activities.

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements

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

Must be 18 years old, proper work attire required. Employer may conduct a Criminal Background Check and/or Drug Screen (Owner's Expense) - Lifting requirement of 50 lbs. - Workers will work in 20 to 100 - temperatures - Due to nature of business and equipment used, repetitive movement such as pushing/ pulling, sitting/walking and stooping /bending, worker will have to be able and fit to perform the work duties, planting and harvesting. - OT/Holiday is not mandatory -Duties may vary from time to time. Work outside. Drive tractor. Use farm machinery and equipment. Must be available for entire contract period and able to perform all job duties. Hours of work may vary due to weather conditions and job duties. Applicants meeting all qualifications required must possess documents to complete INS Form I-9 and be available at time and place necessary to begin employment.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

Employer will provide transportation for workers to and from the worksite. Licensed drivers will be provided by the employer for transportation to and from housing to the worksite.
Breckenridge Farms LLC assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Breckenridge Farms LLC 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.
Driver: Elliott Phillips
Transport: 2004 Ford Econoline Van
Insured with State Farm

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job requirment wage offered

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

Employers have a duty to exercise reasonable care in hiring and employing individuals and to avoid exposing third parties to an unreasonable risk of injury. One preventive measure for negligent hiring is to perform a reasonable investigation of potential employees. This may include conducting interviews, verifying work and educational histories, checking references and conducting a background check on all applicants who have accepted an offer of conditional hire, and if an adverse assessment is found, to deny employment to such an applicant.
Breckenridge Farms LLC is a public facility. It is necessary that our employees have a good work ethic, good character, and are responsible. Breckenridge Farms LLC must be able to assure our employees of a safe work environment and our customers a safe place to shop.
Breckenridge Farms LLC does background checks during the pre-hire process and informs the applicant during the interview that we will.
The legal theories imposing liability on employers for the intentional or negligent acts of their employees include negligent hiring and negligent retention. Breckenridge Farms LLC's requirement for reference checks is a much easier and more effective practice than defending negligent hiring or negligent retention claims.
For the reasons cited above, the requirement that job applicants must pass a background check is a normal term and condition to not only Breckenridge Farms LLC but other employers providing the same services in this area.
Breckenridge Farms LLC began using H-2A workers in 2008. Since that time Breckenridge Farms LLC has used basically the same H-2A workers every year.
Criminal Background Check
The company may conduct criminal background checks on all new applicants for employment. Seasonal employees seeking to rehire will not be required to submit a new background check. For purposes of this policy, “rehires” shall be defined consistently with IRCA?s employment eligibility verification requirements for former hires.
As a general rule, absent compelling circumstances, qualified applicants with criminal records will not be considered for employment if any of the following criteria are met:
1.) The conviction was for a violent crime against one or more persons or property, (e.g., battery, assault, lewdness, sexual battery, molestation, arson, or criminal mischief;
2.) The conviction was for any felony committed or which resulted in the applicant’s incarceration at any time within the past 5 years (i.e., a crime which subjects the individual convicted to imprisonment for longer than a year);
3.) The conviction was for a crime committed or which resulted in the applicant’s incarceration at any time within the past 5 years involving theft or disorderly conduct.
The employer has identified these limited categories of recent criminal convictions as those which raise an unnecessary risk of further criminal conduct and the potential of injury to co-workers due to the physically strenuous work being offered with communal temporary living quarters and daily transportation to and from the place of employment which is being provided.
For purposes of this policy, a plea of nolo contender to a disqualifying criminal record as described above shall be deemed to be a disqualifying event for employment purposes, irrespective of whether adjudication was withheld.

Employers will pay all fees associated with conducting a criminal background check on any applicants.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.8E Special Rates of Pay

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

Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated days and hours of work per week

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

Worker will be on a 45 hour per week schedule. The scheduled hours will be Mon.-Fri. 7 am to 5 pm. Workers will be allowed break and lunch periods. Excessive tardiness/absence will result in termination. Raises and/or bonuses may be given to any worker at the company's discretion, based on work performance, skill and tenure.

Exceptions to scheduled hours include but are not limited to after-hours work during harvest season, when crop has matured, or when harvesting is necessary prior to inclement weather. Workers are not required to work any hours over the hours as shown on the job order, however employer may offer workers the opportunity to work additional hours each day, on Saturday or Sunday, and on holidays. Daily work assignments and location of work will be made at the sole discretion of the employer/supervisor. Workers may be assigned a variety of duties related to job order as requested by the employer. Occasional periods of little or no work may occur because of weather, or other conditions beyond the employer's control.

Worker will not be required to work federal or religious holidays (01/17/2022, 02/21/2022, 05/30/2022, 07/04/2022, 09/05/2022, 10/11/2022).

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

Employer will reimburse an employee?s inbound transportation and visa-related expenses (i.e. subsistence, lodging, etc.) in the first workweek to the extent that the costs would bring the worker wages below the FLSA minimum wage. The balance will be reimbursed at 50% of the contract period.? The employer will reimburse the worker cost for the transportation and subsistence from the worker?s home to the consulate. Employers will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved. The amount of daily subsistence will be the current amount of reimbursement for daily travel subsistence. Necessary lodging will be reimbursed at the most economical reasonable cost.
Employer will pay subsistence, transportation, and lodging for the worker?s return trip at the end of the completed contract period, the worker is terminated without cause, the worker is displaced as a result of the employer's compliance with the 50 percent rule or the worker has no subsequent employer willing to pay such expenses. Employer will reimburse outbound transportation expenses to the extent that the cost would otherwise bring the worker below the FLSA minimum wage for the worker?s final workweek, even if the worker does not complete the contract period. Employers will not be responsible for paying for return transportation if the worker abandons employment and the employer notifies DOL and DHS.

h. Job Offer Information 8

1. Section/Item Number *	B4	2. Name of Section or Category of Material Term or Condition *	Job Qualifications and Requirements 20 CFR 655.122(b)

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

Employer may conduct a Criminal Background Check and/or Drug Screen (Owner's Expense) Drug test are not conducted pre-hire.
Drug testing can be conducted at Breckenridge Farms' expense if at any time employer feels it is necessary to ensure safety in the workplace. Drug testing will be conducting after hiring. Random drug testing will be done post hiring, for cause testing, post-accident testing.
This job is performed around various farm implements-tractors and other machinery. Workers must be fully aware of their surroundings and the other workers at all times. Worker's compensation is provided to all employees and drug testing will be required in the event of any workplace accident.
Job related reason: Since work involves operating equipment, tractors and power tools, while working near other employees it is essential that employees are aware of their environment and perform at the highest level.
An employee who works under the influence of drugs or alcohol at work may, at the very least, have diminished productivity and poor work performance; at worst, he poses a serious safety risk to himself and those around him. Post-Incident Testing. We reserve the right to test employees involved following an accident or workplace safety violation, while employees are on the employer's premises or while employees are operating employer's equipment.
Reasonable Suspicion. Employees may be required to submit to a drug test if a supervisor has a reasonable suspicion that he or she is working under the influence of drugs or alcohol. Factors that may give rise to a reasonable suspicion, include objective factors, such as an employee's appearance, speech, and behavior, as well as any other information that the employee possesses or is under the influence of drugs. Employees taking prescription medication must inform a supervisor if they believe they will be impaired or need a reasonable accommodation. If an employee notifies us that medication may impair their ability to perform the job, if possible, we will provide a reasonable accommodation such as modifying job responsibilities.