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 and Laborers, crop, nursery, and Greenhouse

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	8	8	3. Begin Date * 1/5/2022	4. End Date *10/15/2022

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 *

42	**a. Total Hours**	6	c. Monday	6	e. Wednesday	6	g. Friday
6	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday

7. Hourly work schedule *
a. 6 : 00 ☑ AM ☐ PM
b. 12 : 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	$ 00 . 00	0.00

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.)
See Addendum C

H-2A Case Number: H-300-21308-686868 Case Status: _____ Determination Date: _____ 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 40 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 *
4660 Hwy 345

2. City *	3. State *	4. Postal Code *	5. County *
Pontotoc	Mississippi	38863	Pontotoc

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

We are a fixed –site employer, all work locations are Owned/Controlled/Leased by Cherry Creek Orchards
This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.

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 *
2230 Rocky Ford Road

2. City *	3. State *	4. Postal Code *	5. County *
Pontotoc	Mississippi	38863	Pontotoc

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
House	1	8

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)* *

Gas, electricity, heat is provided; furniture, eating and cooking utensils are also provided. Family housing is not available and is not a prevailing practice in the area of intended employment. "Housing complies or will comply with the following applicable standards local, state, and federal, if required, for the State of "Mississippi."

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.)*

The employer will provide a free and convenient cooking and kitchen facility (including utensils) that will enable the workers to prepare their own meals. Kitchen facilities will include the necessary equipment, appliances (including refrigeration), cooking accessories, dishwashing facilities with adequate sinks that have hot and cold water under pressure that are in working condition to sufficiently prepare three (3) meals a day.

If the kitchen facility becomes unavailable, we will hire a catering company to provide 3 meals per day and deduct the daily food amount as published in the federal register. Free transportation in an approved vehicle will be provided at least once each week for the workers to purchase food at the grocery store.

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.)

See addendum c

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.)

See addendum c

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.)

For referrals from beyond normal commuting distance, an application or resume can be sent to the agent for a telephone interview. Telephone interviews for this work will be scheduled from 10 a.m. to 4 p.m. Central time, Monday Thursday @ 662-393-4241, ask for Terri Forrester. Resumes and applications can be faxed to 662-393-4284 or emailed to jobs@h2acomplete.com. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. Apply for this job at the State Workforce/Job Center office in your area. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer.

- This employer may participate in the E-Verify Program.
- Workers should bring with them original documentation of identity and employment eligibility documents (original documentation), sufficient to complete the I-9 form.
- A copy of the work contract or a copy of the ETA 790 in lieu of a work contract, and any modification will be provided to the worker on the day the work commences.

If the employee is unable or unfit to perform the duties listed after the 14 days pretrial, the employee will receive warnings, hours may be reduced to the minimum allowed in the certified petition or terminated.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (662) 393-4241	jobs@h2acomplete.com

4. Website address (URL) to Apply *
www.mdes.ms.gov

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

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
1112	Tomatoes	$ 11 . 88	Hour	
1112	Watermelon	$ 11 . 88	Hour	
1111	General Farm Labor	$ 11 . 88	Hour	
1113	Blackberries	$ 11 . 88	Hour	
1112	Purple Hull Peas, Lima Beans	$ 11 . 88	Hour	
1113	Pruning and Thinning Peach trees	$ 11 . 88	Hour	
1111	Drive Company's Vehicle	$ 11 . 88	Hour	
1111	Operate Farming Equipment	$ 11 . 88	Hour	**Safety training for use of farm equipment and tractors will be provided. The ability of an employee to safely operate machinery will be left to the discretion of management. To ensure the safety of all employees, those interested in operating machinery must be able to communicate with and adequately follow instructions given by management. Management reserves the right to restrict employees from operational duties who do not show proficiency to effectively communicate with management and may
		$ _____ . _____		
		$ _____ . _____		

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

- Social Security
- Federal Tax
- State Tax (if required)

Only Deducted if required:

- Meals (if required)
- Inadvertent Overpayments (if required)
-Advance/ Loan repayments (if required)
- Court & government ordered garnishments (if required)
- Damage to tools, equipment, or housing (other than normal wear and tear, if required)
- Postage/wire fees for checks sent to worker's home or bank account
- Medical Expenses not related to Workman's Compensation

b. Job Offer Information 2

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

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

The company may conduct criminal background checks on all new applicants for employment. Seasonal Employees seeking 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 re-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: The conviction was for a violent crime against one or more persons or property, (eg., battery, assault, lewdness, sexual battery, molestation, arson or criminal mischief); 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); or 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. 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 physical 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 contenderé 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. Employer will pay all fees associated with conducting a criminal background check on any applicants.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

Three-month experience in manually Planting, Cultivating, Harvesting, and packing; Tomatoes, Lima beans, Purple hull peas, Blackberries, Peaches, Watermelons or similar crops. Workers must be 18 years or older. Valid Driver's License required to operate the company's vehicles. The employer may conduct a criminal background checks on all new applicants for employment. (Owner's Expense) All tools, supplies, and equipment will be provided at no cost to workers. lifting requirement of up to 40 lbs. The majority of the workday is spent on one's feet. Workers may stand in one place for any period of time. Due to nature of business and equipment used, repetitive movements such as pushing, pulling, sitting, walking, stooping and bending. Workers must be able to climb, stand, sit, stoop, squat, kneel, crouch, bend (from the waist), push, pull, reach and lift. Worker must be able to withstand working in the direct sunlight and weather conditions ranging from hot and humid weather, moderate rain and cold while performing their required job duties. Workers should expect periods of little/no work. Hours and days of work may vary due to weather conditions. Workers should come prepared wearing appropriate clothing and footwear for the environmental and working conditions described. Cell phone can only be used during breaks, emergencies, and to communicate with supervisor when needed. Workers may be offered more than the standard hours of work in a single workday. Workers may volunteer to work additional hours when work is available. Hours of work may increase/decrease depending on crop yield and or weather and can occur at any time throughout the season. Raises and end of the season bonuses may be offered to any seasonal worker, at the employer's discretions, based on individual factors including but not limited to, performance, experience, number of hours worked in the season, number of seasons worked with the company, adherence to work rules and ability to follow supervisor instructions.

d. Job Offer Information 4

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

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

**Safety training for use of farm equipment and tractors will be provided. The ability of an employee to safely operate machinery will be left to the discretion of management. To ensure the safety of all employees, those interested in operating machinery must be able to communicate with and adequately follow instructions given by management. Management reserves the right to restrict employees from operational duties who do not show proficiency to effectively communicate with management and may therefore place other employees' safety in risk. **

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

Workers must be able to Plant, Harvest, Cultivate, and pack, Tomatoes, Lima beans, Purple hull peas, Blackberries, watermelons, Pruning and thinning Peach trees. Packing House is part of the farm. Prune, take cuttings for propagation, load trucks, repair drip irrigation, clean greenhouse, spray, nursery work, irrigation work, weed, dig ditches, daily farm maintenance, clean production areas and facilities. Plant produce by hand placing into pre-dug holes along rows. Pick developed tomatoes from bush and place into bucket, making sure that plant is picked clean of all tomatoes of correct size and maturity. When bucket is full, carry to dumper on truck that is moving through rows alongside workers, being careful not to bruise the tomatoes. Peaches- Peach thinning is done by hand while the tree is still flowering and at early fruit is set. Fruit or flowers are twisted off with a short quick motion leaving an optimal space of 6-9 inches between. In order to set up a crop uniformly distributed that will yield large early fruit. Fruit is also removed that is doubled, damaged by birds, insects or freezes at the time. Watermelons: Cut watermelon from vine, lift selected melon, then pitch the melon to another worker who catches the melons and pitch to another worker gently places them in the designated bin/transport vehicle. Make sure that plants are picked clean of all produce of correct size and maturity according to supervisor's instructions being careful not to bruise or damage produce.

f. Job Offer Information 6

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

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

Blackberries: Walk through assigned row while bending and reaching to pick ripe blackberries by hand without bruising or damaging the fruit or bush. Workers must use care to pick bushes clean of all berries of the correct color and size (at least 95%), as instructed by their supervisor. Green berries must not be picked. When picking blackberries, workers will carefully place picked berries into buckets that are strapped around their waists. Once all buckets are full, workers will carry buckets to the trailer that is moving through the field. Buckets will then be emptied into trays that are inspected for quality. Inform managers of crop progress. Workers will Stake and tie. Participate in irrigation activities. Set up and operate irrigation equipment. Remove stakes, string, and plastic. Dig ditches. Clean and maintain work areas. Operate, repair, clean and maintain farm equipment and vehicles. Assist with Good Agricultural Practices policies. Workers are expected to possess the skill work in the production of crops listed. The introductory period for all work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues. Workers must adhere to all safety rules as instructed by the supervisor. Workers must take care to handle tools, equipment and produce in a manner to avoid injury or damage. The employer will comply with all federal, state, and local safety requirements. Operational specifications can change during the season due to crop or market condition. Workers will be expected to conform to the specific instructions given for each day's work. Instructions and general supervision will be provided by the employer or a designated employee. Workers will have close supervision to insure adherence to instructions. Work will be closely monitored and reviewed for quality. Daily individual work assignments. General farm labor. Workers with driver license may be asked to drive workers from/to housing, worksite, and grocery store.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

Free transportation will be provided from the employer-provided housing to the work site and return to housing each day. Free transportation is offered to U.S. Domestic workers, who do not reside in employer-provided housing. These workers will be picked up from employer-provided housing or a designated reporting site, to the worksite and return each day. Transportation, at no cost, will be provided to grocery and/or laundry once each week. All Transportation (bus/van) will meet State, Local and Federal requirements regarding Vehicle Insurance and Workers' Compensation regulations and are all DOT inspected. All of the above transportation is at no cost to the workers.

h. Job Offer Information 8

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.8B.Wage Offer

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

OFLC Administrator publishes new AEWR rates yearly and we reserve the right to adjust our job order to the new published rate regardless of rate increases or decreases.

Raises and end of the season bonuses may be offered to any seasonal worker, at the employer’s discretions, based on individual factors including but not limited to, performance, experience, number of hours worked in the season, number of seasons worked with the company, adherence to work rules and ability to follow supervisor instructions.

Workers may be offered more than the standard hours of work in a single workday. Workers may volunteer to work additional hours and hours on Sundays when work is available.

Hours of work may increase/decrease depending on crop yield and/or weather and can occur at any time throughout the season.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Inbound: Employer will provide and pay for lodging in Consulate city, a charter bus/van/public transportation provided to the place of employment from the Consulate. Employer will reimburse the worker for transportation cost from place of recruitment to consulate and daily subsistence (including travel insurance) to the employers' work site from 50 percent of the contract period. Daily subsistence is subject to change with the publication of new rates by the Office of Foreign Labor Certification in the Federal Register. Workers who provide receipts for meals and non-alcoholic beverages in excess of $13.17 will be reimbursed up to the maximum amount of $55.00 per 24-hour period of travel per 20 CFR 655.122(h)(1).
**Note: Due to possible Date of Need changes, worker may be required to purchase travel insurance, if available. Worker will be reimbursed for this expense.
Outbound: Employer will provide and pay for transportation by charter bus/van/public transportation and daily subsistence at end of contract period to place of recruitment. Employer will follow all H-2A regulations and assurance 7.B of this clearance order to pay for outbound travel based on the different circumstances that arise.

j. Job Offer Information 10

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	

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