



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

**A. Job Offer Information**

1. Job Title * Farmworker, Aquaculture							
2. Workers Needed *		a. Total	b. H-2A	Period of Intended Employment			
		10	10	3. Begin Date * 1/20/2022		4. End Date * 11/19/2022	
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.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
45	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	5	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>4</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * <small>(Please begin response on this form and use Addendum C if additional space is needed.)</small> Seine, clean, grade & sort fish. Drive tractors to feed and transport fish. Drive fork lift. Hand harvest fish with nets. Hand harvest fish eggs. Load & unload 60 lb bales of egg mats & carry (2) 25lb buckets of fish. Maintain pond levees and ponds using shovels, bush ax and/or weed eaters. Clean hatchery tanks & spawning tanks. 3 month verifiable tractor experience required. If worker has a drivers license he/she may drive farm vehicles. Drug testing may be conducted post hire at the employer's expense. Coldstream Fisheries is a drug free workplace.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>11</u> <u>88</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____			
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * <small>(Please begin response on this form and use Addendum C if additional space is needed.)</small> See Addendum C							



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

**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3. Training: number of <u>months</u> required. *	
3		0	
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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 " <b>NONE</b> " below) *			
NONE			

**C. Place of Employment Information**

1. Address/Location *			
2800 East Kings Highway			
2. City *	3. State *	4. Postal Code *	5. County *
Paragould	Arkansas	72450	Greene
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
NONE			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
107 South 32nd Avenue 111 South 32nd Avenue			
2. City *	3. State *	4. Postal Code *	5. County *
Paragould	Arkansas	72450	Greene
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
2 wood frame houses		2	10
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
One 3 bedroom 2 bath and one 2 bedroom 1 bath wooden home			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



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

**E. Provision of Meals**

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> Employer provides free and convenient cooking facilities for workers to prepare personal meals. Employer will provide weekly transportation to one local grocery store to allow workers to purchase groceries.</p>	
2. If meals are provided, the employer: *	<div><input checked="" type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.</div> <div><input type="checkbox"/> <b>WILL</b> charge workers for such meals at \$ <u>12</u> . <u>46</u> per day per worker.</div>

**F. Transportation and Daily Subsistence**

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> The employer will offer transportation between housing provided and the employer's worksite at no cost to the worker unless worksite is within walking distance of the worksite. (less than 1 mile).</p>		
<p>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). * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> See Addendum C</p>		
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	\$ <u>13</u> . <u>17</u> per day *
	b. no more than	\$ <u>55</u> . <u>00</u> per day with receipts



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

**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.)*

Referral should call the office phone at 870-236-2517 and speak to Wendy Exum who will schedule an interview. Interview will be conducted by phone for applicants outside of the referral area. Applicants who do not meet the minimum qualifications of being able to complete the work contract, push and pull, work in extreme weather conditions, extensive walking with frequent stooping, ability to load and lift two buckets of fish along with three months of work experience driving a tractor should not be referred by the job service office. Interview hours are during normal business hours.

2. Telephone Number to Apply \*

+1 (870) 236-2517

3. Email Address to Apply \*

jillcoldst@grnco.net

4. Website address (URL) to Apply \*

<https://www.arjoblink.arkansas.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



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

**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).



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

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 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. 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).





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

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).



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

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 * Exum	2. First (given) name * Wendy	3. Middle initial \$
4. Title * Office Manager		
5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>		6. Date signed * 11/17/2021

**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.



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



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

a. Job Offer Information 1

1. Section/Item Number *	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) * The employer will deduct for federal and state income taxes along with social security taxes as required by law. An optional uniform service is available for employees. Employees who opt for the uniform service will be charged a \$50 deposit at the beginning of the rental service. Employees and employer will split all additional charges 50/50 for uniform service. Employees are responsible for returning all uniforms or pay for missing articles upon termination. When all items are returned, the deposit will be refunded to the employee. Required clothing (boots and waders) provided should be returned to Coldstream office upon termination or the cost of said items will be deducted from the employee's final paycheck.			

b. Job Offer Information 2

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * Transportation and border crossing expenses will be reimbursed on or before the first payday to the extent necessary to insure employees are compensated at least at the minimum wage level set by FLSA at 20 CFR 655. 123(h). The amount of transportation reimbursement will be calculated based on the worker's actual cost but no more than the most economical and reasonable common carrier transportation charges for the distance involved.			

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



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

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation Information
3. Details of Material Term or Condition (up to 3,500 characters) * Upon completion of the work contract or if the employee is terminated without cause, and the worker has no immediate subsequent H2A employment, the employer will provide of 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. 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 agrees that it is not relieved of its obligation to provide or pay for return transportation and subsistence if an H2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in 655.135(d) of this sub-part with respect to the referrals made after the employer's date of need.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Safety-workers compensation
3. Details of Material Term or Condition (up to 3,500 characters) * Employees must report an accident to their supervisor and the office immediately. Medial attention must be approved by the employee's supervisor prior to receiving medial attention unless the injury is considered an emergency. The supervisor will make the decision if the employee should be taken to the ER or Paragould Doctors Clinic @ 4000 Linwood Drive, Paragould AR to see the company physician. Accidents must be reported within 24 hours of the injury. All accidents, injuries, safety hazards, safety suggestions and health and safety related issues must be reported immediately to your manager. If your injury does not require medical attention, you must still complete an Employee Report of Accident Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The form may be obtained from your supervisor.			



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

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

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - General Safety Rules
3. Details of Material Term or Condition (up to 3,500 characters) * All employees will receive training on performing their job duties and should not deviate from the points learned during that training. All associates will attend scheduled safety meetings, if at all possible. Employees should not operate equipment for which they have not been trained. Employees should wear appropriate clothing for the job performed. Loose clothing and jewelry are to be removed before the operation of any machine or process. Employees should not remove or render inoperative any guard or safety device during normal operations. If maintenance procedures require that a safety device be removed, full lockout/tagout procedures must be in effect. Horseplay, fighting and the like have no place in the workplace. This type of behavior will not be tolerated. Proper PPE is to be worn at all times. No exceptions. All areas of the workplace are to be kept clean and free of debris. Pathways to exits and emergency equipment are to be kept clear, exits are to be kept clear and exits are not to be locked during working hours. Equipment that is not effectively grounded should not be used. Extension cords are to be used on a temporary basis only and should not be used to power fixed machinery. Grounding prongs shall not be removed from extension cords or electrical plugs on equipment and tools. Employees should use tools only for their intended purpose. When in doubt, ask a supervisor.			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules
3. Details of Material Term or Condition (up to 3,500 characters) * To assure orderly operations and provide the best possible work environment, Coldstream expects employees to follow rules of conduct that will protect the interests and safety of all Coldstream employees. It is not possible to list all the forms of behavior that are considered unacceptable in the work place, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension or termination of employment.(1) Theft or inappropriate remove or possession of property belonging to Coldstream or others (2) Falsification of timekeeping records (3) Working under the influence of alcohol or illegal drugs (4) Testing positive for illegal drugs or unauthorized use of controlled substances; (5) Possession, distribution, sale, transfer or use of illegal drugs whether in the workplace or not, or while operating employer owned vehicles or equipment, (6) Use, sale, or distribution of alcohol while on duty or while operating employer-owned vehicles or equipment (7) Fighting or threatening violence in the workplace (8) Boisterous or disruptive activity in the workplace (9) Negligence or improper conduct leading to damage of employer or customer-owned property (10) Insubordination or other disrespectful conduct (11) Violation of safety or health rules (12) Smoking in prohibited areas (13) Sexual or other harrassment (14) Possession of dangerous or unauthorized materials such as explosives or firearms in the workplace (15) Excessive absenteeism or any absence without notice (16) Unauthorized absence from the workplace during work day (17) Unauthorized use of telephones, mail system, or employer owned equipment (18) Unauthorized disclosure of business or trade "Secrets" or confidential information even if the employee does not benefit directly (19) Violation of personnel policies (20) Unsatisfactory performance or conduct (21) Unprofessional businesslike conduct when representing the company (22) Must work together with fellow employees. Avoid gossip and negativity that causes drama. This tears the "teamwork" apart.			

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



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

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Preparedness for Work
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The Coldstream work day commences at either 7:00 am or 8:00 am depending on the work season. Each employee should be ready to commence work promptly at the beginning of the work day and following lunch break. Employees shall be allowed one hour for lunch break. If unable to come to work, supervisor must be notified prior to the beginning of the work schedule. Unexcused absences will not be tolerated.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Maintenance and Care of Property
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Each employee shall be responsible for the maintenance, upkeep and care of any vehicle, machinery, or equipment he/she is operating or which may be assigned to them on any given day. All mechanical problems should be reported immediately to Coldstream's mechanic by completing a vehicle work order from. The employee shall be subject to disciplinary action and possible termination if he/she fails to properly maintain or care for Coldstream vehicles, equipment or machinery or fails to report mechanical problems. Each employee is required to check brake and tail lights on all vehicles on a regular basis to ensure that they are functioning properly and shall keep them clear of mud or film and in proper working order. Coldstream Fisheries, Inc. operates as a closed workplace. Visitors and relatives of employees are not permitted on or around company equipment. Company vehicles and equipment will not be used for personal use or take from the premises without permission. All trash should be disposed of in trash containers and/or dumpsters that are provided. Vehicles should be maintained trash free.			

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



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

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Required Clothing
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * All employees shall dress appropriately for their job assignment. To comply with OSHA safety requirements as well as prevent injuries, shoes, safety glasses, hardhats, etc are required when feasible due to our nature of work. Coldstream Fisheries, Inc. shall not be held liable for injury if employee is in violation of these OSHA safety requirements. Employees may not wear clothing which may be considered offensive by other employees or customers. This prohibition shall include clothing which contains offensive language or artwork or clothing that does not properly cover the chest, groin, or buttocks areas of the body. Coldstream shall be the sole judge concerning appropriate clothing and what types of clothing will be prohibited.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Use of Scheduled or Controlled Substances
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Possession, distribution, sale, transfer or use of non-prescribed narcotics or any other substance controlled under Arkansas or federal law is strictly prohibited whether in the workplace or not or while operating employer-owned vehicles or equipment. Violation of this clause shall result in immediate termination of employment. Moreover, any employee who is currently taking prescribed narcotics must advise Justin Pillow, Jill Owen or Steve Johnson of the use of nay such prescribed narcotics so Coldstream can make an informed decision concerning the employee's use or operation of equipment, machinery or vehicles. Coldstream expressly verserves the right to request any employee submit to random drug testing. Coldstream is a drug free workplace.			

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



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

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Harrassment
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Harrassment is specifically prohibited in the workplace. Harrassment includes but is not limited to (1) Verbal abuse or ridicule (2) Interference with an employee's work including physical contact (3) Displaying or distributing sexually offensive or racist materials (4) Intimate physical contact (5) Making sexual or racial comments or innuendos (6) Demanding favors (sexual or otherwise) explicitly or implicitly as a condition of employment and/or (7) Retaliation for reporting harrassment.			

l. Job Offer Information 12

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			