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 * Farmworkers and Laborers, Crop

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	70	70	3. Begin Date * 5/13/2022	4. End Date * 6/20/2022

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

6. Anticipated days and hours of work per week *

40	**a. Total Hours**	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday

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

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 11 . 99	☑ HOUR ☐ MONTH	$ ____ . ___	

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

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

H-2A Case Number: H-300-22063-951392 Case Status: Full Certification Determination Date: 03/29/2022 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 75 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 *
1126 Raymond D. Bland Road

2. City *	3. State *	4. Postal Code *	5. County *
Glennville	Georgia	30427	Tattnall

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

Below are directions to all Bland Farms Production and Packing, LLC worksites. All fields are located in Tattnall, Wayne, Appling, Evans, Toombs, and Bulloch counties in Georgia. All fields are owned or controlled by Bland Farms Production and Packing, LLC.

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 *
French: 544 Ted French Trailer

2. City *	3. State *	4. Postal Code *	5. County *
Glennville	Georgia	30427	Tattnall

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Block building facilities	7	70

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)* *

See Addendum C

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.)*

Housing and kitchen facilities will be provided at no cost to workers who are not reasonably able to return to their place of residence the same day. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employer will offer to provide free transportation to assure worker's access to the closest store where they can purchase groceries. No charge will be made for utensils and similar items furnished by the employer to workers to whom housing is provided.

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	$ 14 . 00	per day *
	b. no more than	$ 59 . 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.)

The referral application is posted on the Georgia Department of Labor website or applicants may apply at any One Stop Office. All local and intrastate (in state) applicants may be referred directly to Bland Farms Production and Packing, LLC 912-654-3048 for interview, the hiring representative is Regina Wagner.

Referrals will be accepted by the employer from all sources. Applicants, including interstate (out of state) workers, are not required to go through the Georgia Department of Labor in order to go to work for Bland Farms Production and Packing, LLC. Applicants may apply directly to Bland Farms Production and Packing, LLC. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete USCIS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this Job Order should be informed that they must have these documents in their possession when they arrive at the place of employment.

Employer will interview the person for 1) Availability for entire season, 2) Available transportation to the job site, 3) Has been fully appraised by the local employment services of the terms and conditions of employment. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (912) 654-3048	regina.wagner@blandfarms.com

4. Website address (URL) to Apply *
N/A

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 §
Valles-Cruz	Anliet	N/A
4. Title *		
H2A Coordinator / Production Analyst		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		3/17/2022

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
	Field Walkers (Walkers)	$ 11 . 99	Hour	
	Truck Drivers (Driver)	$ 11 . 99	Hour	
	Bus Drivers (Bus Driver)	$ 11 . 99	Hour	
	Tractor Operation (Tractor)	$ 11 . 99	Hour	
	Forklift Operation (Forklift)	$ 11 . 99	Hour	
	Hauling Water (Water)	$ 11 . 99	Hour	
	Weeding (Weeding)	$ 11 . 99	Hour	
	Repairing Bin Boxes (Repairing)	$ 11 . 99	Hour	
	Farm and Field Sanitation (Sanitation)	$ 11 . 99	Hour	
	General Activities: All crops: As described above (General)	$ 11 . 99	Hour	

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
	Cutting Sweet Potato Plants (Cutting)	$ 11 . 99	Hour	
	Planting Sweet Potatoes (Planting)	$ 11 . 99	Hour	
	Loaders (Loader)	$ 11 . 99	Hour	
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Dowdy	Located off GA-23/57 Reidsville, Georgia 30453 TATTNALL	32.01417,-82.02559	5/13/2022	6/20/2022	70
Timmy Blocker	Located off Jones Lake Rd Reidsville, Georgia 30453 TATTNALL	32.01446,-82.05294	5/13/2022	6/20/2022	70
Rock Hill	Located off Rowell Farm Rd Reidsville, Georgia 30453 TATTNALL	32.01860,-82.04897	5/13/2022	6/20/2022	70
Behind Shrine Club	Located off Edsel Coy Durrence Rd. Reidsville, Georgia 30453 TATTNALL	32.00724,-82.03712	5/13/2022	6/20/2022	70
Dawson	Located off Chapel Pd. Reidsville, Georgia 30453 TATTNALL	31.95992,-82.92430	5/13/2022	6/20/2022	70
Knight Flatwoods	Located off GA Hwy 129 Claxton, Georgia 30417 TATTNALL	32.09609,-81.86227	5/13/2022	6/20/2022	70
Camp 1	Located off Raymond D. Bland Glennville, Georgia 30427 TATTNALL	31.96320,-82.05327	5/13/2022	6/20/2022	70
Ellis Farm	Located off Keller Durrence Rd Claxton, Georgia 30417 EVANS	32.05791,-81.87588	5/13/2022	6/20/2022	70
Billy Bridge Field HWY 24	Located off GA-24 Statesboro, Georgia 30461 BULLOCH	32.481033, -81.588100	5/13/2022	6/20/2022	70
Dowdy Farms	16556 GA Hwy 23 Reidsville , Georgia 30453 TATTNALL	32.030309, -82.049326	5/13/2022	6/20/2022	70

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Workers will report to work at the designated time and place as directed by the Grower each day. The standard workweek of 7 hours per day Monday through Friday and 5 hours on Saturday is normal. Workers may be requested to work up to 10 hours per day, or more, depending upon the conditions in the fields and maturity of the crops, but will not be required to work more than 7 hours on Monday through Friday and 5 hours on Saturday. Workers may be offered work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employers control. These periods can occur anytime throughout the season.

Employees will be expected to perform work activities related to planting, weeding, harvesting and sorting onions and sweet potatoes. Workers will be expected to harvest, clip, bag, and/or load produce. Workers must exercise extreme care not to drop produce at any time during handling.

Field Walkers (Walker): The field walkers will walk fields and count workers bags or bins. They will examine clipped onions for quality and assist in field tallies and record keeping.

Truck Drivers (Driver): Drivers will haul filled bags or bins to shed and return empty bags or bins to the field. They will assist in loading and picking up loose or spilled onions. They will drive tractors if needed. Workers will be instructed in the safety and operation of the trucks/tractor before driving. Trucks/tractors should be driven in a manner to protect operator, other workers, products, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination. Driver duties will be assigned only to workers that have or willing to obtain the appropriate license but is not a requirement for the job opportunity.

Bus Drivers (Bus Driver): Drivers will drive bus to transport workers to and from housing and work sites. They will also drive bus to town as needed and to medical service provider and so forth as needed. Workers will be instructed in the safety and operation of the bus before driving the bus. Buses should be driven in a manner to protect operator, other workers, products, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination. Driver duties will be assigned only to workers that have or willing to obtain the appropriate license but is not a requirement for the job opportunity.

b. Job Offer Information 2

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 make the following deductions from the Worker's wages: FICA taxes and Federal Income Tax as required by law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other deductions expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the worker's hourly earnings below the Federal statutory minimum wage per hour.

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 *	Additional Information Regarding Job Qualifications/Requirements

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

Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110 degrees to 20 degrees F. Able to work in hot, cold, and/or humid weather, bending or stooping to reach ground level crops and able to stand on feet for long periods of time. Workers must be physically able to lift between 50 and 75 lbs occasionally and up to 50 lbs frequently. Workers should report to work in their own suitable clothing. Workers are subject to drug testing at no cost to the worker after they are hired. 3 months experience in planting, cultivating and hand picking, and packing sweet potatoes and onions.

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information

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

Housing provided will be shared without regard to the gender of the workers.In housing facilities occupied by both male and female workers, sex-segregated toilet facilities will be provided by the employer.No tenancy in such housing is created; and employer, who is legally liable for the compliance of the housing, retains possession and control of the housing premises at all times.Worker shall vacate the housing promptly upon termination of employment with the employer who provides such housing.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

The Employer will offer transportation to and from the daily work site to workers living in employers' housing at no cost to workers. The use of this daily transportation is voluntary; no worker is required as a condition of employment to utilize the daily transportation to the worksite offered by the employer. Workers are free to choose their own means of transportation at their own expense. Buses will be used to transport workers to and from housing and work sites each work day.

f. Job Offer Information 6

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*) *

Employer agrees to reimburse inbound and outbound transportation and subsistence expenses to each worker from the place of recruitment to the place of employment, not to exceed the most economical and reasonable common carrier transportation cost for the distance involved at the completion of the 50% of the work contract period. Daily subsistence reimbursement will be paid in accordance with regulations at 20CFR 655.122(h) to workers who are eligible for reimbursement of transportation costs.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

Tractor Operation (Tractor): Workers may be required to drive a tractor through the field or between fields incidental to the job being performed. Workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Forklift Operation (Forklift): Workers may be required to operate forklifts in the field or between fields incidental to the job being performed. Workers will be instructed in the safety and operation of the forklift before operating the forklift. Forklifts should be driven in a manner to protect operator, other workers, products, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Hauling Water (Water): Workers may be required to operate a truck/tractor in a field to provide clean drinking water for all workers. Workers will be instructed in the safety and operation of the truck/tractor before driving the truck/tractor. Trucks/tractors should be driven in a manner to protect operator, other workers, products, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Weeding (Weeding): Workers will hand pull weeds competing with crops and will dispose of weeds according to instructions given by their supervisor.

Repairing Bin Boxes (Repairing): Workers will use basic tools to repair broken bin boxes to be used to harvest produce.

Farm and Field Sanitation (Sanitation): All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

General Activities During Operations (General): All Crops: During field operations, workers may be required to operate forklifts, drive a truck, pull weeks, move irrigation pipe, clean and repair housing, and perform farm and field sanitation.

Cutting Sweet Potato Plants (Cutting): Workers will use knives to cut sweet potatoes vines, and will place the vines in boxes, and will load the boxes onto a trailer.

Planting Sweet Potatoes (Planting): Workers will feed sweet potatoes vines to the implement that turns and seed the plants into the ground.

Loaders (Loader): Workers will load field bags of sweet potatoes plants onto the truck to be transported to the field where the sweet potatoes are planted.

h. Job Offer Information 8

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

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

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, will be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality, and quantity, and the maintenance of all property.

1. Workers who perform fraudulent or sloppy work, as defined under Job Specification will be suspended without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Discharge of the worker may result from any subsequent offense. Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provisions of the work contract. Sloppy work will not be tolerated.
2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals). Workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs or alcoholic beverages may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs or alcoholic beverages; failing or refusing to take a drug test; being under the influence of alcohol or illicit drugs will be cause for immediate termination.
3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able, and willing to perform the assigned work every scheduled workday. This is not sporadic or day work. Excessive absences are defined as: One day of unexcused absence. Violation will be cause for immediate termination. Workers must report at assigned time and place each workday as directed by the supervisor. Workers will be discharged for excessive tardiness. Excessive tardiness is defined as two unexcused tardies in a row or three unexcused tardies in a period of thirty days.
4. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on employer's premises. Trash and waste receptacles must be used. No glass of any type will be allowed within proximity to any onions or other farm produce.
5. Unauthorized breaks from work are not permitted. Workers are not permitted to leave the field or other assigned work area without permission of grower or supervisor in charge.
6. Workers are not allowed to enter employer?s premises without authorization.
7. Workers are not permitted to begin work prior to scheduled starting time or continue working after stopping time unless expressly authorized by the employer.
8. Workers may not deliberately restrict production.
9. Any worker who verbally abuses or verbally or physically threatens another worker, the farmer, or any supervisor with any tool or weapon will be subject to immediate discharge.

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 - WORK RULES - 2

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

10. Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.
11. Workers may not post or remove any notices, signs, or other instructions or documents from the employer's bulletin boards or the employer's property without specific authority from the employer.
12. Workers will be discharge if they steal from fellow workers or from the employer.
13. Workers may not falsify identification, personnel, medical, production, or other work-related records. Violators will be subject to immediate discharge.
14. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees. Violators will be subject to discharge immediately.
15. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools, or other equipment or property for their personal use unless expressly authorized by the employer.
16. Workers may not misuse or remove from the farm premises property such as truck and other vehicles, beds, refrigerators, tools, etc. without authorization from his supervisor and employer. Violators will be subject to discharge immediately.
17. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employers' office immediately. Unsafe work behavior may subject the violator to discharge.
18. Workers must follow supervisor's instructions. Workers may not commit acts of insubordination, failure to regard authority.
19. Workers will not knowingly engage in any type of behavior to take any action that might cause the grower to be out of compliance with any local, state, or federal law.
20. No firearms or any other weapons may be brought on the employer's premises by the worker at any time.
21. Workers may not engage in horse play, scuffling, throwing things, wasting time or loitering during work hours.
22. A Worker may be dismissed if he/she accepts a job at Bland Farms Production and Packing, LLC and does not report for orientation on the specified date, place, and time of the first day of employment and fails to notify the employer.
23. Workers may not use any electronic devices during work hours, such as ipod, mp3 players, cell phones, unless authorized by the employer. The use of camera or other video or audio recording-capable devices on the employer's premises (including fields) is prohibited without the express prior permission of the employer. Video or audio recording in restrooms is strictly 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 - HOUSING RULES - 1

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

This housing is temporary in-season housing provided for migrant agricultural workers employed by Bland Farms Production and Packing, LLC, who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer?s property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing.
1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor.
2. Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants.
3. No person not assigned to the housing unit by the employer may occupy a bed or stay overnight in the housing unit.
4. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and in good repair. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris.
5. Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor.
6. Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition.
7. No cooking is permitted in sleeping rooms or any other non-kitchen areas.
8. Occupants are forbidden from removing batteries from smoke detectors for any reason. Violation will be cause for immediate termination.
9. Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids must remain on these receptacles at all times as required by law.
10. Personal vehicles of any kind are not permitted at the company premises including housing. Only company vehicles are permitted in housing compound.
11. Workers living in employer's housing may not entertain guests in or on housing premises after 9:00 p.m.
12. Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Stereos and speakers are not allowed in housing facilities. All dorms must be silent after 9:00 p.m.

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 - HOUSING RULES - 2

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

13. Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing.
14. Furniture of any sort is not allowed inside dorms or in the kitchen.
15. Any worker who verbally or physically threatens another person with any tool or weapon will be subject to immediate discharge.
16. No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.
17. Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer.
18. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer or the property belonging to other employees.
19. Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. Violators will be subject to immediate discharge.
20. Occupants must not deface damage or destroy the housing or contents. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair of replacement costs of the damaged or lost property may be deducted from the worker's wages.
21. Workers will be discharged for stealing from the employer or from other workers.
22. Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer.
23. Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law.
24. Occupants must notify their supervisor if any fire extinguisher has been discharged for any reason.
25. Occupants are prohibited from smoking inside the housing facilities. Smoking is only allowed in outside designated areas.
26. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited in employer provided housing. Use or possession of alcoholic beverages or illegal drugs, failing or refusing to take a drug test will be cause for immediate termination.

l. Job Offer Information 12

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

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

This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our members and their employees and visitors. The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Employees may be requested to take random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

For workers who complete the work contract, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses to the place of recruitment. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. Workers may be required to complete an exit interview to complete their contract and receive their return transportation and subsistence. The Employer reserves the right to arrange charter or other return transportation.
The employer will not reimburse, pay for or provide any transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete USCIS Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible, or if the worker is displaced by a US worker under the 50 percent rule in 20 CFR 655.135(d).

n. Job Offer Information 14

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*) *