



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

A. Job Offer Information

1. Job Title * Farm Workers and Laborers, Crop							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	215	200	3. Begin Date * 5/25/2022	4. End Date * 8/8/2022			
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 *
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
							a. <u>7</u> : <u>30</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>2</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> 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 \$	
\$ <u>15</u> <u>37</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>00</u> <u>00</u>		\$15.89/HR for IN Worksites	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input 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). * (Please begin response on this form and use Addendum C if additional space is needed.) The employer will make the following deductions: Social Security Tax and Federal Income Tax Withholding as required by Federal, State, and Local law, cash advances, over-payment of wages, and any other deductions expressly authorized by the worker in writing.							



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. *	2	3. Training: number of <u>months</u> required. *	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 checked="" 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? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 *			
69999 Stubby Rd			
2. City *	3. State *	4. Postal Code *	5. County *
Sturgis	Michigan	49091	St Joseph
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
NONE			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
25039 West US-12			
2. City *	3. State *	4. Postal Code *	5. County *
Sturgis	Michigan	49091	St Joseph
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Mobile Homes		33	292
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 " 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? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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.)

Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this clearance order before contacting the employer or seeking a referral. Only workers meeting ALL qualifications for employment, who are eligible, authorized, able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed should contact or be referred to the employer. Referrals will be accepted directly from applicants, walk-ins, gate hires, State Workforce Agencies (SWA) and other sources. SWA should thoroughly familiarize each applicant with the job specifications and terms and conditions of employment before a referral is made. All referrals are to be made to Alex Perez at 269-858-8487, Monday, Wednesday, and Friday between 10:00 am and 2:00 pm.

2. Telephone Number to Apply *

+1 (269) 858-8487

3. Email Address to Apply *

alexandra.perez@perezcompanies.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



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 *	2. First (given) name *	3. Middle initial \$
Perez	Alexandra	
4. Title *		
Managing Member		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		3/29/2022

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.



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

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
010	Corn Detasseling	\$ 15 37	Hour	Roguing \$15.37 per hour Corn Detasseling \$15.37 per hour Volunteer \$15.37 per hour High Clearance Roguing \$15.37 per hour Any work done in nearby IN sites will pay at \$15.89/hour
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	55789 Blossom Rd Colon, Michigan 49040 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	32507 Longnecker Rd Leonidas, Michigan 49066 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	58080 Angevine Rd Centreville, Michigan 49032 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	22235 Timm Rd Centreville, Michigan 49032 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	62354 Shimmel Rd Centreville, Michigan 49032 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	59771 Nottawa Rd Centreville, Michigan 49032 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	26991 Marvin Rd Centreville, Michigan 49032 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	23711 South River Rd Centreville, Michigan 49032 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	61801 Neaman Rd Constantine, Michigan 49042 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	64021 Sevison Rd Constantine, Michigan 49042 ST JOSEPH		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	18671 Featherstone Rd Constantine, Michigan 49042 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	63280 US 131 Constantine, Michigan 49042 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	63916 US 131 Constantine, Michigan 49042 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	64890 US 131 Constantine, Michigan 49042 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	14001 Stears Rd Constantine, Michigan 49042 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	13820 Riverside Dr Constantine, Michigan 49042 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	15172 Dickinson White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	12059 North River Rd Constantine, Michigan 49042 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	12109 Quaker St Constantine, Michigan 49042 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	60317-60231 US 131 Three Rivers, Michigan 49093 ST JOSEPH		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	19558 Michigan 86 Centreville, Michigan 49032 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	18372 Edgerton Rd Three Rivers, Michigan 49093 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	57000 Franklin Dr Three Rivers, Michigan 49093 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	51779 Lang Rd Three Rivers, Michigan 49093 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	19613 Moorepark Rd Three Rivers, Michigan 49093 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	17892 Muskrat Rd Three Rivers, Michigan 49093 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	51062 Hutchinson Rd Three Rivers, Michigan 49093 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	50869 Silver St Vicksburg, Michigan 49097 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	14403-14301 Portage Rd Vicksburg, Michigan 49097 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	5235-5465 E Hwy St Vicksburg, Michigan 49097 KALAMAZOO		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	24122-24144 Flach Rd Vicksburg, Michigan 49097 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	11971 S Sprinkle Rd Vicksburg, Michigan 49097 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	7726 E U Ave Vicksburg, Michigan 49097 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	11120 S 26th St Vicksburg, Michigan 49097 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	14999-15999 S 27th St Vicksburg, Michigan 49097 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	27271-27827 E Z Ave Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	15810 S 40th St Fulton, Michigan 49052 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	15982 E V Ave Fulton, Michigan 49052 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	10781 S 8th St Schoolcraft, Michigan 49087 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	10901 S 12th St Schoolcraft, Michigan 49087 KALAMAZOO		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	9001 W U Ave Schoolcraft, Michigan 49087 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	12480 S 14th St Schoolcraft, Michigan 49087 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	14250 S 10th St Schoolcraft, Michigan 49087 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	14639 US 131 Schoolcraft, Michigan 49087 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	1550 S 16th St Vicksburg, Michigan 49097 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	7351 W Y Z Ave Schoolcraft, Michigan 49087 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	3503 W Y Z Ave Schoolcraft, Michigan 49087 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	6023 W U Ave Schoolcraft, Michigan 49087 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	5325 W X Y Ave Schoolcraft, Michigan 49087 KALAMAZOO		6/7/2021	8/8/2021	200
Bayer	21309 Schweitzer Rd Three Rivers, Michigan 49093 ST JOSEPH		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	18208 M-86 Three Rivers, Michigan 49093 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	22390 Featherstone Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	13059 Burlew Rd Marcellus, Michigan 49067 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	53470 Day Rd Marcellus, Michigan 49067 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	14798 Indian Prairie Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	14347 Dickinson Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	11349 US-12 White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	69362 Burke Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	68188 Lutz Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	16696 Fawn River Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	17972 Dickinson Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	68244 A Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	69527 Sevison Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	69341 Crooked Creek Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	20010 Fawn River Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	19651 Fawn River Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	20797 Mill Pond Rd White Pigeon, Michigan 49099 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	30399 Findley Rd Burr Oak, Michigan 49030 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	61590 Farrand Rd Burr Oak, Michigan 49030 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	32790 Steinbacher Rd Burr Oak, Michigan 49030 ST JOSEPH		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	64394 Burr Oak Rd Burr Oak, Michigan 49030 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	960 Gunthorpe Rd Burr Oak, Michigan 49030 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	32781 US 12 Burr Oak, Michigan 49030 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	32652 Fawn River Rd Burr Oak, Michigan 49030 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	601 St Joseph Rd Burr Oak, Michigan 49030 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	32591 Kibiloski Rd Burr Oak, Michigan 49030 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	1051-1071 Brink Rd Bronson, Michigan 49028 BRANCH		6/7/2021	8/8/2021	200
Bayer	1169 Trayer Rd Bronson, Michigan 49028 BRANCH		6/7/2021	8/8/2021	200
Bayer	778 Orland Rd Bronson, Michigan 49028 BRANCH		6/7/2021	8/8/2021	200
Bayer	1051-1199 Slisher Rd Bronson, Michigan 49028 BRANCH		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	542 Babcock Rd Bronson, Michigan 49028 BRANCH		6/7/2021	8/8/2021	200
Bayer	6998 E 100 N LaGrange, Indiana 46761 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	389 N 450 E LaGrange, Indiana 46761 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	3787 IN-9 Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	402 E 300 N LaGrange, Indiana 46761 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	851 E 300 N LaGrange, Indiana 46761 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	450 750 N Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	5350 N 450 W Shipshewana, Indiana 46565 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	54499 Co Rd 8 Middlebury, Indiana 46540 ELKHART		6/7/2021	8/8/2021	200
Bayer	13658 Co Rd 4 Middlebury, Indiana 46540 ELKHART		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	5539 N 700 E Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	4749 N Co Rd 800 E Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	4101 N 900 E Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	4292 IN-120 Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	6810 IN-9 Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	892 W 700 N Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	6351 IN-9 Hower, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	1309 IN-120 Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	4600 IN-9 Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	238 E 405 N Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	433 E 400 N Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	1208 W 400 N Howe, Indiana 46746 LAGRANGE		6/7/2021	8/8/2021	200
Bayer	69300 Balk Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	70100 Balk Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	26400 Fawn River Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	26505 Fawn River Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	27030 Bogen Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	71329 S Lakeview St Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	70857 Miller Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	69600 Carls Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	22451 Fawn River Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	71361 Klinger Lake Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	70701 Shimmel Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	25133 Banker St Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	65001 N Centreville Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	25462 Schrader Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	67660 Sherman Mill Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	68099 Stubey Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	61409 Bucknell Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	68995 Shimmel Rd Sturgis, Michigan 49091 ST JOSEPH		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	32333 W Palmer Lake Rd Colon, Michigan 49040 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	30950 Brandt Rd Colon, Michigan 49040 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	57974 M-66 Colon, Michigan 49040 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	57917 Hodges Rd Colon, Michigan 49040 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	32330 Custer Rd Burr Oak, Michigan 49030 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	61670 Burr Oak Rd Burr Oak, Michigan 49030 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	50592 Buchner Rd Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	56256 M-66 Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	26386 Spring Creek Rd Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	25754 Prairie Corners Rd Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	25198 Clark Rd Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	22060 Heimbach Rd Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	23955 Michigan Ave Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	27401 Michigan Ave Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	51351 Nottawa Rd Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	54559 Parkville Rd Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	52312 Parkville Rd Three Rivers, Michigan 49093 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	52426 US 131 Three Rivers, Michigan 49093 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	31631 Michigan Ave Leonidas, Michigan 49066 ST JOSEPH		6/7/2021	8/8/2021	200
Bayer	54501 Fulton Rd Leonidas, Michigan 49066 ST JOSEPH		6/7/2021	8/8/2021	200

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	28600 Pleasant Rd Mendon, Michigan 49072 ST JOSEPH		6/7/2021	8/8/2021	200



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

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
House	1012 Canal St Three Rivers, Michigan 49093 ST JOSEPH	The employer will provide housing, without charge to the worker. The employer will require workers to reimburse for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower and sleeping rooms will be provided.	1	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	1005 Canal St Three Rivers, Michigan 49093 ST JOSEPH	The employer will provide housing, without charge to the worker. The employer will require workers to reimburse for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower and sleeping rooms will be provided.	1	8	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



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.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will perform assigned duties as instructed by their supervisor. Putting up deer fence: Installing deer fence in small fields, worker will hammer rebar into the ground and install clips onto rebar, which will hold up a strand of wire. This activity requires the use of a post driver and hand tools to attach fence. At the end of work season, this fencing will need to be uninstalled as well. Volunteer and Roguing: the worker will walk down the aisles between the plants in the corn fields, removing the corn plants that are of a different variety, from a previous season, or ones that compete with the current crop, leaving the field ready for detasseling. These activities require the use of shovels and hoes. High Clearance Roguing: in addition to roguing, the worker rides on a high clearance machine above the corn in order to spot off-types. As off-types are spotted, workers will get off machine and remove off-type plants. Corn Detasseling: the worker will walk down the aisles between the plants in the corn fields, removing the tassels that are left after the detasseling machine passes through. Workers will remove the tassels and drop them on the ground. Workers might be required to go through the fields multiple times. General Housekeeping: In order to prepare the warehouse for harvest, worker will paint, rake, sweep and perform general housekeeping tasks. In order to perform these types of activities must be able to work outside for at least six hours a day in all types of weather and have the requisite physical strength and endurance, working quickly and skillfully with their hands. A one-month experience in this type of work is required. The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools. Employees make volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop, or other conditions beyond the employer's control. These periods can occur at any time throughout the season. A copy of the work contract or a copy of the ETA 790 in lieu of a work contract, and any modifications, will be provided to the 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 going from an H-2A employer to a subsequent H-2A employer, a copy of the contract will be provided no later than the time an offer of employment is made by the subsequent H-2A employer.</p>			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This type of work, involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. The work requires a high level of physical conditioning. Due to the type of work involved, there is a probationary period of five (5) days beginning with the first day of employment, to show possession of the requisite physical strength and endurance to perform this type of work.</p>			

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 *	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) * The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family housing is not available and is not a prevailing practice in area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters and the employer's work site and return, without cost to the worker. Employer will have free transportation available for workers not residing in the employer's provided housing. Workers will be transported to the work site from a designated daily job reporting site and at the end of the work day they will be transported back to the reporting site.			

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 *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referrals and Hiring Instructions: Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * Los solicitantes deben familiarizarse a fondo con las especificaciones del trabajo y los trminos y condiciones de empleo en esta orden de autorizacin antes de contactar al empleador o buscar una referencia. Solo los trabajadores que cumplan con TODAS las calificaciones para el Empleo, que sean elegibles, autorizados, capaces, dispuestos y calificados para realizar el trabajo, con o sin adaptaciones razonables, que sean elegibles para el empleo en los Estados Unidos y que estn disponibles en ese momento y lugar necesario debe contactar o ser remitido al empleador. Las referencias sern aceptadas directamente de los solicitantes, sin cita previa, contrataciones, agencias de la fuerza laboral estatal (SWA) y otras fuentes. SWA debe familiarizar completamente a cada solicitante con las especificaciones del trabajo y los trminos y condiciones de empleo antes de que se haga una referencia. Todas las referencias deben hacerse a Alex Perez 269-858-8487 de lunes, miercoles, y viernes de 10:00 a.m. a 2:00 p.m.			

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 - Inbound/Outbound Transportation Cont
3. Details of Material Term or Condition (up to 3,500 characters) * The inbound transportation will be reimbursed on the basis of no less than the most economical and reasonable charges for the distance involved. If the worker completes the work contract period, or is terminated without cause, the employer will 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, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract has agreed to pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer is not required to provide or pay for such expenses.			

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 *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation: Spa
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Para los trabajadores contratados ms all de la distancia de viaje normal, despues de completar el 50 por ciento del periodo del contrato de trabajo, el empleador reembolsar al trabajador los costos incurridos por el trabajador por el transporte y la subsistencia diaria, segn lo exigen las regulaciones del DOL, desde el lugar desde el cual El trabajador ha venido a trabajar para el empleador al lugar de empleo. El transporte entrante ser reembolsado sobre la base de no menos que los cargos ms economicos y razonables por la distancia involucrada. Si el trabajador completa el periodo del contrato de trabajo, o es despedido sin causa, el empleador proporcionar o pagar el transporte y la subsistencia diaria del trabajador desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo intermedio, vino a trabajar para el empleador, o, si el trabajador ha contratado a un empleador posterior que no ha acordado en ese contrato proporcionar o pagar el transporte de los trabajadores y los gastos de subsistencia diarios desde el lugar de trabajo de los empleadores hasta el lugar de trabajo de dichos empleadores, el empleador proporcionar o pagar tales gastos; excepto que, si el trabajador ha contratado un empleo con un empleador posterior que, en ese contrato, ha acordado pagar el transporte de los trabajadores y los gastos diarios de subsistencia desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador no est obligado a proporcionar o pagar para tales gastos.</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation: Spanish Version
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Para los trabajadores que residen en la vivienda del empleador, el empleador proporcionar transporte entre las viviendas del trabajador y el lugar de trabajo del empleador y regresar sin costo para el trabajador, el empleador tendr transporte gratuito disponible para los trabajadores que no residen en la vivienda del empleador, los trabajadores sern transportados al sitio de trabajo desde un sitio de informes de trabajo diario designado y al final de la jornada laboral sern transportados de regreso al sitio de informes.</p>			

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 *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision: Spanish Version
3. Details of Material Term or Condition (up to 3,500 characters) * El patrón proveer gratuitamente un lugar conveniente y total mente equipado con refrigerador, estufa, ollas, sartenes, utensilios y espacio con mostrador para cocinar, a losSWA: State Workforce Agency (SWA) Selection empleados que se alojen en las viviendas proporcionadas por el patrón para que puedan preparar sus propios alimentos. También proveer transporte una vez por semana para ir a las tiendas y lavar ropa.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Employee Guidelines
3. Details of Material Term or Condition (up to 3,500 characters) * 1. Follow the directions of your supervisor at all times. 2. Worker must be 18 years of age or older. 3. No use or possession of alcohol or illegal drugs is permitted 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 alcohol or illegal drugs. 4. Field/Work dress code: Close toed shoes or boots, Long sleeve shirts, and long pants are required. No sandals or sleeveless shirts are allowed. Hats with face nets, safety glasses, and gloves will be provided by employer and must be worn at all times 5. Drinking water and portable restrooms will be located in each field. 6. Work Safety Rules: Hats with face nets, safety glasses, and gloves must be worn at all times when in field o No horseplay or fighting will be tolerated. Includes bullying and harassment, throwing tassels/mud, vandalism, stealing 7. Smoking is not allowed in the field or on the bus; only in the headlands.			

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 - Additional Employee Guidelines: Spanish Version
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>1. Siga las instrucciones de su supervisor en todo momento. 2. El trabajador debe tener 18 aos de edad o ms. 3. No se permite el uso o posesin de alcohol o drogas ilegales durante el tiempo de trabajo o durante cualquier da laboral antes de que el trabajo se complete para el da (como durante las comidas); los trabajadores no pueden presentarse por trabajo bajo la influencia de alcohol o drogas ilegales. 4. Cdigo de vestimenta de campo/trabajo: Los zapatos o botas de punta cerrada se requieren, camisas de manga larga, pantalones largos y ropa delluvia se requieren. No se permiten sandalias ni camisas sin mangas. o Los sombreros con las redes de la cara, los anteojos de seguridad, y los guantes sern proporcionados por el patrón y deben ser usados en todo momento 5. El agua potable y los baos porttiles estarn ubicados en cada campo. 6. Reglas de seguridad del trabajo: o los sombreros con las redes de la cara, los anteojos de seguridad, y los guantes se deben usar en todo momento cuando en campo o ningunas payasadas o la lucha sern tolerada Incluye intimidacin y acoso, tirar borlas/barro, vandalismo, robar 7. No se permite fumar en el campo o en el autobs; slo en los cabos.</p>			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Requirements: Spanish Version
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Este tipo de trabajo implica condiciones de trabajo que requieren una resistencia tremenda, un alto nivel de actividad fsica en condiciones de fro o calor extremo bajo la luz solar directa y en condiciones climticas adversas como la lluvia. El trabajo requiere un alto nivel de acondicionamiento fsico. Debido al tipo de trabajo involucrado, hay un Perodo de prueba de cinco (5) das que comienza con el primer da de empleo, para mostrar la posesin de la fuerza fsica y la resistencia necesarias para realizar este tipo de trabajo.</p>			



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

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties: Spanish Version
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Los trabajadores realizarán las tareas asignadas según las instrucciones de su supervisor. Colocarán de la cerca de venado: instalando la cerca de venado en pequeños campos, el trabajador martillará la barra de refuerzo en el suelo e instalará clips en la barra de refuerzo, que sostendrá un hilo de alambre. Esta actividad requiere el uso de un conductor de poste y herramientas manuales para sujetar la cerca. Al final de la temporada de trabajo, también será necesario desinstalar esta cerca. Remover plantas voluntarias: el trabajador caminará por los pasillos entre las plantas en los campos de maíz, eliminando las plantas de maíz que son de una variedad diferente, de una temporada anterior, o las que compiten con la cosecha actual, dejando el campo listo para la eliminación de los rboles. Estas actividades requieren el uso de palas y azadas. Remover de alto despeje: además de robar, el trabajador viaja en una máquina de alto despeje sobre el maíz para detectar tipos fuera de lugar. A medida que se ven fuera de los tipos, los trabajadores saldrán de la máquina y eliminarán las plantas fuera de tipo. Espigado de maíz: el trabajador caminará por los pasillos entre las plantas en los campos de maíz, quitando las borlas que quedan después de que pase la máquina de Espigado. Los trabajadores quitarán las borlas y las dejarán caer al suelo. Es posible que los trabajadores deban pasar por los campos varias veces. Limpieza general: para preparar el almacén para la cosecha, el trabajador pintará, rastillará, barrerá y realizará tareas generales de limpieza. Para realizar este tipo de actividades, debe poder trabajar al aire libre durante al menos seis horas al día en todo tipo de clima y tener la fuerza física y la resistencia necesarias, trabajando rápida y habilmente con las manos. Se requiere una experiencia de un mes en este tipo de trabajo. El empleador proporcionará las herramientas necesarias para realizar las tareas descritas sin cargo para el trabajador. El empleador le cobrará al trabajador los costos razonables relacionados con el rechazo del trabajador o la negligencia en la devolución. Los empleados pueden ser voluntarios para trabajar horas adicionales cuando hay trabajo disponible. Los trabajadores deben esperar períodos ocasionales de poco o nada de trabajo debido al clima, la cosecha u otras condiciones fuera del control del empleador. Estos períodos pueden ocurrir en cualquier momento durante la temporada. Una copia del contrato de trabajo o una copia del ETA 790 en lugar de un contrato de trabajo, y cualquier modificación, se proporcionará al trabajador H-2A a más tardar en el momento en que el trabajador solicite la Visa, o a un trabajador en el empleo correspondiente, a más tardar el día en que comienza el trabajo. Para un trabajador H-2A que pasa de un empleador H-2A a un empleador H-2A posterior, se proporcionará una copia del contrato a más tardar en el momento en que el empleador H-2A presente una oferta de empleo.</p>			

n. Job Offer Information 14

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions: Spanish Version
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador realizará las siguientes deducciones: retención del impuesto a la Seguridad Social y del impuesto federal sobre la renta, según lo exijan las leyes federales, estatales y locales, adelantos en efectivo, pago excesivo de salarios y cualquier otra deducción expresamente autorizada por el trabajador por escrito.</p>			