



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

A. Job Offer Information

1. Job Title * Berry harvester							
2. Workers Needed *		a. Total		b. H-2A		Period of Intended Employment	
		728		581			
3. Begin Date * 5/24/2022						4. End Date * 9/2/2022	
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 *
39	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0		b. Sunday	7	d. Tuesday	7	f. Thursday	4
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM b. <u>2</u> : <u>30</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. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> Piece rate for work in Washington state will be .51 cents per pound for any berry harvesting. This job requires a worker to: harvest strawberries, raspberries, blackberries, and blueberries. Additional Duties: Hand harvest berries (strawberries, raspberries, blueberries, blackberries) in a location indicated by supervisor. Pick strawberries in grown in rows in the fields and place strawberries into buckets. Use buckets attached to the body to pick blueberries from bushes, and raspberries and blackberries from canes Pick fruit according to grade, color, and size by gasping berries with fingers and removing berries so as not to harm adjacent berries or buds, or bruise the picked berries. Carry buckets, place berries from buckets into flats or trays, and/or pack directly into clamshells. Worker may be expected to ride upon machine berry harvesters and provide visual inspection of the berries harvested thereon Load/Unload products into trucks. Assist in any other areas where you might be needed for agricultural operations. All other duties assigned under this order will be those duties of Farm Worker, Diversified Crops, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>17</u> <u>41</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>00</u> <u>25</u>		Strawberries 0.25 lb 1st pick, .26 lb 2nd pick, 0.30 lb 3rd pick, .035 4th pick. Blueberry 0.40 lb. Blackberry 0.32 lb 1st pick, 0.32 2nd pick, 0.33 lb 3rd pick. .51 cents per lb for WASHINGTON	
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). * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> ? State tax (State taxes will not be deducted from employees paychecks when work is performed in the state of Washington) ? Workers Compensation ? Other deductions expressly authorized or required by state or al law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, long-distance telephone charges, and any other deductions expressly authorized by the worker in writing.							



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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. *	1	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>30</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 *			
29525 SE Holst RD			
2. City *	3. State *	4. Postal Code *	5. County *
Boring	Oregon	97009	Clackamas
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 *			
22815 NE Sandy Blvd.			
2. City *	3. State *	4. Postal Code *	5. County *
Fairview	Oregon	97024	Clackamas
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
27 Manufactured house		27	262
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



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E. Provision of Meals

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Employer will furnish cooking facilities, utilities and utensils at no cost to employees occupying employer provided housing. Employees will purchase their own food and prepare their own meals. As a convenience to workers who are living in employer provided housing and may not have private vehicles, it is currently the employer's policy to schedule one weekly trip to a local market without charge to the worker at the Westside operation in Cornelius, this trip is unnecessary at the Eastside location in Fairview due to the proximity of a Walmart near labor housing.</p>	
2. If meals are provided, the employer: *	<div><input checked="" type="checkbox"/> WILL NOT charge workers for such meals.</div> <div><input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> per day per worker.</div>

F. Transportation and Daily Subsistence

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>The Employer will offer transportation to and from the daily work site (from employer provided housing to field) at no cost to the workers, employer utilizes buses when transporting employees, daily transportation at no cost to workers is available to workers who do not reside in employer-provided housing; however; pick up/drop off is only at the provide employer-provided housing.</p>		
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>See Addendum C</p>		
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u> 14 </u> . <u> 00 </u> per day *
	b. no more than	\$ <u> 59 </u> . <u> 00 </u> per day with receipts

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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.)

See Addendum C

2. Telephone Number to Apply *

+1 (971) 274-3919

3. Email Address to Apply *

Neida@townsendfarms.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



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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).



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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).



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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).

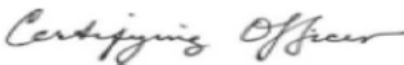


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17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:

- 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 \$
Aldaz	Jorge	A
4. Title *		
Human Resources Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By 		4/1/2022

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.



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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
	Strawberries 1st pick	\$ 00 . 25	Piece Rate	Strawberries 0.25 lb 1st pick, Piece rate for work in Washington state will be .51 cents per pound for any berry harvesting.
	Strawberries 4th pick	\$ 00 . 35	Piece Rate	Strawberries 0.35 lb 4th pick Piece rate for work in Washington state will be .51 cents per pound for any berry harvesting.
	Strawberries 2nd pick	\$ 00 . 26	Piece Rate	0.26 lb 2nd pick, Piece rate for work in Washington state will be .51 cents per pound for any berry harvesting.
	Blueberry	\$ 00 . 40	Piece Rate	Blueberry 0.40 lb Piece rate for work in Washington state will be .51 cents per pound for any berry harvesting.
	Blackberry 1st pick	\$ 00 . 32	Piece Rate	Blackberry 0.32 lb 1st pick Piece rate for work in Washington state will be .51 cents per pound for any berry harvesting.
	Strawberries 3rd pick	\$ 00 . 30	Piece Rate	0.30 lb 3rd pick, Piece rate for work in Washington state will be .51 cents per pound for any berry harvesting.
	Blackberry 2nd pick	\$ 00 . 32	Piece Rate	Blackberry 0.32 lb 2nd pick Piece rate for work in Washington state will be .51 cents per pound for any berry harvesting.
	Blackberry 3rd pick	\$ 00 . 33	Piece Rate	Blackberry 0.33 lb 3rd pick Piece rate for work in Washington state will be .51 cents per pound for any berry harvesting.
		\$.		
		\$.		



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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 §
Townsend farms Inc	30685 NW Banks Road Banks, Oregon 97106 WASHINGTON		5/24/2022	9/2/2022	581
Townsend Farms Inc	41728 NW Greenville Rd Forest Grove , Oregon 97116 WASHINGTON		5/24/2022	9/2/2022	581
Townsend farms Inc	8200 NW Glencoe Rd Hillsboro, Oregon 97124 WASHINGTON		5/24/2022	9/2/2022	581
Townsend Farms Inc	39100 NW Banks RD Banks, Oregon 97106 WASHINGTON		5/24/2022	9/2/2022	581
Townsend Farms Inc	13299 NW Old Pumpkin Ridge Rd North Plains, Oregon 97133 WASHINGTON		5/24/2022	9/2/2022	581
Townsend Farms Inc	3750 NW Martin Rd Forest Grove, Oregon 97116 WASHINGTON		5/24/2022	9/2/2022	581
Townsend Farms Inc	33340 NW Zion Church RD Cornelius, Oregon 97113 WASHINGTON		5/24/2022	9/2/2022	581
Townsend farms Inc.	40575 NW Banks Rd Banks, Oregon 97106 WASHINGTON		5/24/2022	9/2/2022	581
Townsend Farms Inc	41728 NW Greenville RD Forest Grove, Oregon 97116 WASHINGTON	WEST	5/24/2022	9/2/2022	581
Townsend Farms Inc	41340 NW Wilkesboro Road Hillsboro, Oregon 97124 WASHINGTON	NORTH	5/24/2022	9/2/2022	581



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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 §
Townsend Farms Inc.	37785 NW Mountindale Rd. Banks, Oregon 97106 WASHINGTON		5/24/2022	9/2/2022	581
Townsend Farms Inc.	19378 SE Tickle Creek RD Boring, Oregon 97009 CLACKAMAS		5/24/2022	9/2/2022	581
Townsend Farms Inc	17202 S Springwater R. Oregon City, Oregon 97045 CLACKAMAS		5/24/2022	9/2/2022	581
Townsend Farms Inc	20610 NW Krieger RD Ridgefield , Washington 98642 CLARK		5/24/2022	9/2/2022	581
Townsend Farms Inc	37100 NE 156th AVE Yacolt, Washington 98675 CLARK		5/24/2022	9/2/2022	581
Townsend Farms Inc.	16100 SE Amisigger Rd Boring, Oregon 97009 CLACKAMAS		5/24/2022	9/2/2022	581
Townsend Farms Inc.	27000 SE Rebman Rd, Boring, Oregon 97009 CLACKAMAS		5/24/2022	9/2/2022	581



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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 *
Single story manufactured	19378 SE Tickle Creek Rd. Boring, Oregon 97009 CLACKAMAS	BUNK BEDS AND SINGLE BEDS ARE AVAILABLE FOR UP TO 21 PERSONS AT NO CHARGE, COOKING AND EATING UTENSILS AS WELL AS TABLES AND CHAIRS INSIDE EACH HOUSE ARE PROVIDED, OUTDOOR TABLES AND CHAIRS ARE AVAILABLE AS WELL AS PARKING, PUBLIC HOUSE IS NOT AVAILABLE, LABOR HOUSE IS REGISTERED BY OSHA. The employer will distribute and post housing rules. Workers who do not comply with housing rules will face progressive discipline, up to and including termination of employment.	1	21	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Single-detached house	39100 NW Banks Rd. Banks, Oregon 97106 WASHINGTON	BUNK BEDS AND SINGLE BEDS ARE AVAILABLE FOR UP TO 20 PERSONS AT NO CHARGE, COOKING AND EATING UTENSILS AS WELL AS TABLES AND CHAIRS INSIDE EACH HOUSE ARE PROVIDED, OUTDOOR TABLES AND CHAIRS ARE AVAILABLE AS WELL AS PARKING, PUBLIC HOUSE IS NOT AVAILABLE, LABOR HOUSE IS REGISTERED BY OSHA. The employer will distribute and post housing rules. Workers who do not comply with housing rules will face progressive discipline, up to and including termination of employment.	1	20	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Single-detached house	39170 NW Banks Rd. Banks, Oregon 97106 WASHINGTON	BUNK BEDS AND SINGLE BEDS ARE AVAILABLE FOR UP TO 24 PERSONS AT NO CHARGE, COOKING AND EATING UTENSILS AS WELL AS TABLES AND CHAIRS INSIDE EACH HOUSE ARE PROVIDED, OUTDOOR TABLES AND CHAIRS ARE AVAILABLE AS WELL AS PARKING, PUBLIC HOUSE IS NOT AVAILABLE, LABOR HOUSE IS REGISTERED BY OSHA. The employer will distribute and post housing rules. Workers who do not comply with housing rules will face progressive discipline, up to and including termination of employment.	1	24	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Manufactured homes.	33685 NW Vadis Rd. Cornelius, Oregon 97113 WASHINGTON	BUNK BEDS AND SINGLE BEDS ARE AVAILABLE FOR UP TO 380 PERSONS AT NO CHARGE, 1 DEDICATED HOUSE FOR COVID QUARANTINE AVAILABLE, COOKING AND EATING UTENSILS AS WELL AS TABLES AND CHAIRS INSIDE EACH HOUSE ARE PROVIDED, OUTDOOR TABLES AND CHAIRS ARE AVAILABLE AS WELL AS PARKING FOR UP TO 50 VEHICLES, PUBLIC HOUSE IS NOT AVAILABLE, LABOR HOUSE IS REGISTERED BY OSHA. The employer will distribute and post housing rules. Non-comply workers will face discipline, up to and including termination.	34	380	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Single-detached house	40395 NW Banks Rd. Banks, Oregon 97106 WASHINGTON	BUNK BEDS AND SINGLE BEDS ARE AVAILABLE FOR UP TO 21 PERSONS AT NO CHARGE, COOKING AND EATING UTENSILS AS WELL AS TABLES AND CHAIRS INSIDE EACH HOUSE ARE PROVIDED, OUTDOOR TABLES AND CHAIRS ARE AVAILABLE AS WELL AS PARKING, PUBLIC HOUSE IS NOT AVAILABLE, LABOR HOUSE IS REGISTERED BY OSHA. The employer will distribute and post housing rules. Workers who do not comply with housing rules will face progressive discipline, up to and including termination of employment.	1	21	<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

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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 (<i>up to 3,500 characters</i>) * - Training: There will be a demonstration period of 6 days to familiarize workers with job specification and to demonstrate proper work techniques, safety methods, and/or specific job requirements. -Employer may discipline and/or terminate the worker for lawful job-related reasons: a) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was hired; b) commit serious act(s) of misconduct or serious or repeated violation(s) of company policies and procedures; c) fails after completing the training period to perform the work as specified in Item A.8A; d) abandons his employment; e) falsifies identification, personnel, medical, production or other work related records; f) fails or refuses to take a drug test when requested (employer reserves the right to conduct for cause, non-discriminatory drug testing at the expense of the employer. Drug test will not be utilized as a pre-employment tool.); or g) commits acts of insubordination.			

b. Job Offer Information 2

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 (<i>up to 3,500 characters</i>) * BUNK BEDS AND SINGLE BEDS ARE AVAILABLE FOR UP TO 262 PERSONS AT NO CHARGE, 1 DEDICATED HOUSE FOR COVID QUARANTINE AVAILABLE, COOKING AND EATING UTENSILS, AS WELL AS TABLES AND CHAIRS INSIDE EACH HOUSE, ARE PROVIDED, OUTDOOR TABLES AND CHAIRS ARE AVAILABLE AS WELL AS PARKING FOR UP TO 40 VEHICLES, PUBLIC HOUSE IS NOT AVAILABLE, LABOR HOUSE IS REGISTERED BY OSHA. THE EMPLOYER WILL DISTRIBUTE AND POST HOUSING RULES, NON-COMPLY WORKERS WILL FACE DISCIPLINE, UP TO AND INCLUDING TERMINATION.			



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Employer will accept referrals from any source. Candidates are strongly encouraged to register at their nearest employment office (i.e. WorkSource), where they will be apprised of the terms and conditions of employment.</p> <p>Applicants who wish to apply for the job opportunity should apply at the nearest SWA office. (20 CFR 655.152(j)). The SWA will apprise applicants of the material terms and conditions of the employment, and will only refer applicants for employment if the applicant indicates that he or she is qualified, able, willing, and available for employment. (20 CFR 655.155).</p> <p>Apply in person: -Eastside Office 22815 NE Sandy Blvd #26, Fairview Or 97024 between the hours of 8:00AM to 3:30PM Monday to Friday for a hiring interview, or -Westside location 33865 NW Vadis Rd. Cornelius Or 97113 8:00AM to 5:00PM Monday to Friday for a hiring interview, or if you are unable to appear on-site at either location for an interview you can schedule a phone interview by calling the Eastside office at 971.274.3919 between 8AM to 3:30PM, or the Westside office at (503)793-0876 between 8:00AM to 5:00PM Monday through Friday.</p> <p>Employees have the choice to apply on either location (West or East) and once they have established residence in the employers housing they won't be transfer from one housing to another during the time of the contract, all criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers.</p> <p>This employer will not hire undocumented or fraudulently documented workers.</p> <p>Candidates are encouraged to check back with the Employer one week prior to the date of need to confirm there have not been any changes to the job opportunity. Candidates referred by the employment office (i.e. WorkSource) should check back with the employment office 9 days and no later than 5 days prior to the date of need to preserve their rights under 20CFR653.501(v)(B).</p> <p>Employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135. All qualified eligible U.S. workers are encouraged to apply for these jobs during the positive recruitment period and through 50% of the contract period. Disclosure of work contract. Employer will provide a copy of the ETA 790 Clearance Order and Attachment to any H-2A worker, in a language understood by the worker as reasonable per 20 CFR 655.122(q), no later than the time at which worker applies for the visa, or for a worker in corresponding employment, no later than on the day work commences.</p> <p>Per 20 CFR 653.501(d)(2)(v)(D) If the employer fails to notify the order-holding office at least 10 working days prior to the original date of need, that the date of need will be amended, the employer shall pay eligible (pursuant to paragraph (b) of this section) workers referred through the clearance system the specified hourly rate of pay, or in the absence of a specified hourly rate of pay, the higher of the Federal or State minimum wage for the first week starting with the originally anticipated date of need.</p>			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) * -For workers who complete 50 percent of the work contract, employer will either provide transportation and subsistence during transportation, or reimburse the reasonable cost incurred by worker for transportation and subsistence during transportation from the place from which the worker departed to the employer's place of employment. The employer may attempt to provide transportation by charter bus or make some similar arrangement for workers.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - "Job Qualifications and Requirements"
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers who are consistently unable to perform their duties in a timely and proficient manner consistent with applicable industry standards for all workers, considering all factors, will be provided training in accordance with the employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the employee to work more efficiently. If performance does not improve after coaching and several warnings, the employee may be terminated. Fieldwork begins at an assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures up to 95 degrees F. Workers may be required to work in the field when the ground is wet with dew/rain and should have suitable clothing for variable weather conditions. Workers must possess the requisite physical strength and endurance to repeat the hoeing/caning/general labor process throughout the workday. Workers must work at a sustained, vigorous pace and make bonafide efforts to work efficiently and consistently that are reasonable under the climatic and all other working conditions. The worker may never ride on agricultural equipment not designed for work-related riding purposes or any other non-passenger intended equipment unless instructed and authorized by the employer or supervisor to do so. All work-related injuries must be immediately reported to the crew leader, foreman, or supervisor. The job offered requires that the worker be available for work every day that work is available for the full period of employment. The worker agrees to be available for work and perform the assigned work for the assigned employer whenever work is available through the full period of employment. Care must be exercised at all times to prevent bruising of fruit and breaking off branches or canes. Instructions may change from time to time during the season due to crop or market conditions, even on the same crop. The worker will be expected to conform to the specific instructions given for each day's work. The worker will be provided with a copy of the Seasonal Employee Handbook. The worker will be expected to comply with the policies, procedures, and rules in the handbook, and failure to do so will be subject to disciplinary procedures, including termination. The worker must be able to perform all duties in a safe manner adhering to all established federal, state, and company safety guidelines, practices, and procedures. The worker is required to regularly stand and walk. The worker must be able to bend, stoop, kneel, crouch, or crawl for long periods of time. The worker is required to use hands to finger, handle or feel, reach with hands and arms, and balance. The worker must be able to distinguish colors in order to perform color-specific select picking. The worker must be able to recognize safety signs and other essential postings. The worker must be courteous and be able to communicate to supervisors and co-employees. The worker must be able to pick and transfer fruit from buckets and bags to trays and bins without damaging the fruit. The worker must be able to wear all required and assigned personal protective equipment (PPE) at all times when required to do so. the worker should care for, clean, store properly and maintain PPE as well as inform supervisor of the need to repair or replace PPE</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - More details about the pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The pay will be the highest of the current AEWR prevailing hourly wage, piece rate, agreed-upon bargaining wage, or the federal or state minimum wage.</p> <p>In the event that the Department of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher of the AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Overtime: Not applicable</p>			



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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
3. Details of Material Term or Condition (up to 3,500 characters) * Workers are encouraged to contact the employer prior to leaving for the job to give employer the opportunity to make travel arrangement. The basis for reimbursing the transportation benefit is the place from which the worker has departed to the employer's place of employment. All criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers. Workers are always free to choose their own means of inbound transportation at their own liability and subject to the reimbursement described above. If the employer has not previously advanced the such transportation and subsistence costs to the worker or otherwise provided such transportation or subsistence directly to the worker by other means and if the worker completes 50 percent of the work contract period, the employer must pay 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. When it is the prevailing practice of non-H-2A agricultural employers in the occupation in the area to do so, or when the employer extends such benefits to similarly situated H-2A workers, the employer must advance the required transportation and subsistence costs (or otherwise provide them) to the workers in corresponding employment who are traveling to the employer's worksite. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable carrier transportation charges for the distance involved. The amount of the daily subsistence payment must be at least as much as the employer would charge the worker for providing three meals a day during employment (if applicable), but in no event less than the amount permitted which is \$14.00 per day and a maximum of \$59 per day with receipts			

h. Job Offer Information 8

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) *			