OMB Approval: 1205-0466
Expiration Date: 8/31/2022

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

A. Job Offer Information

1. Job Title * FARM WORKERS, LABORERS, AND CROPS

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	30	30	3. Begin Date * 6/2/2022	4. End Date * 11/15/2022

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

6. Anticipated days and hours of work per week *

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

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 3 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 14 . 16	☑ HOUR ☐ MONTH	$ ____ . ___	

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

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

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
The employer will make the following deductions: FICA taxes, income tax, cash advances, overpayment of wages, and charges for any loss to the employer due to the workers damage or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the worker in writing. State income tax will be deducted.

H-2A Case Number: H-300-22094-032198 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. *	3	3. Training: number of months required. *	0

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☐ d. Drug screen
- ☑ e. Lifting requirement 80 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

The worker must be responsible and consistent on the job. The worker must be able to lift 0-80 lbs. continuously throughout the day and work in all kinds of weather.

C. Place of Employment Information

1. Address/Location *
1273 BEARWALLOW RD.

2. City *	3. State *	4. Postal Code *	5. County *
HENDERSONVILLE	North Carol	28792	Henderson

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? * ☑ Yes ☐ No

D. Housing Information

1. Housing Address/Location *
2278 LAMB MOUNTAIN RD.

2. City *	3. State *	4. Postal Code *	5. County *
HENDERSONVILLE	North Carol	28792	Henderson

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
HOUSE	1	17

9. Housing complies or will comply with the following applicable standards: * ☑ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
In the event a female worker is hired separate sleeping, bathing, and toilet facilities will be provided.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ No

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

The employer will provide free and convenient cooking and kitchen facilities to workers, living in employer provided housing, which will enable workers to prepare their own meals. Employer will provide transportation (at no cost to employees) to grocery and/or department store, once per week, for workers to obtain food and other necessities.

2. If meals are provided, the employer: *	☑ **WILL NOT** charge workers for such meals.		
	☐ **WILL** charge workers for such meals at	$ _____ . _____	per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

All employer provided worker transportation meets the requirements of applicable Federal, State, and Local Laws and Regulations. Free transportation will be provided from the employer provided housing to the work site and back, for workers living in that housing and for commuting workers, if they need transportation to the harvesting site.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 14 . 00	per day *
	b. no more than	$ 59 . 00	per day with receipts

H-2A Case Number: H-300-22094-032198 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

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.)

All referrals are to be made to Primitivo Marin by calling (863) 368-1671. Collect calls will not be accepted. All referrals are encouraged to contact their nearest local career center or state workforce agency prior to contacting the employer. The employer will contact all applicants who have submitted an application, by phone, to conduct an interview. Prior to referral, each applicant should read, or have read to them a copy of the job order. All applicants should have a clear understanding of the terms and conditions of employment as noted in the job order. All applicants, if hired, are expected to work for the total period of employment as stated in the job order. All applicants, if hired, should be available for work as described in the "Job Activities" section in the job order. All applicants referred to the employer, if hired, will provide the following: original identification and employment eligibility documents. Employer will be available Monday to Thursday from 10:00 A.M. to 12:00 P.M. and from 1:00 P.M. to 3:00 P.M., for telephone interviews or to conduct in person interviews of referred workers, at no cost to worker.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (863) 368-1671	primo.harvest@outlook.com

4. Website address (URL) to Apply *
https://seasonaljobs.dol.gov/jobs

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☑ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound)*

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   B. *Transportation from Place of Employment (Outbound)*

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. Daily Transportation

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. Compliance with Transportation Standards

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CPR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

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

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY**: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

    The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).

D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).

E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial §
MARIN	PRIMITIVO	
4. Title *		
PRESIDENT		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		4/20/2022

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	APPLE HARVESTING	$ 14 . 16	Hour	
	APPLE ORCHARD FIELD WORK	$ 14 . 16	Hour	
	APPLE ORCHARD AND FLOWER GROUNDS MAINTENANCE	$ 14 . 16	Hour	
	APPLE TREE NURSERY WORK	$ 14 . 16	Hour	
	FLOWER HARVESTING	$ 14 . 16	Hour	
	FLOWER ARRANGING	$ 14 . 16	Hour	
	CIDER PRESSING	$ 14 . 16	Hour	
	CIDER BOTTLING	$ 14 . 16	Hour	
	CIDER HOUSE CLEANING & MAINTENANCE	$ 14 . 16	Hour	
		$.		

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
APPLE WEDGE PACKER/APPLE HILL ORHARDS	19 POTTER LANE HENDERSONVILLE, North Carolina 28792 HENDERSON	NONE	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	UNNUMBERED HIDDEN VIEW RD. HENDERSONVILLE, North Carolina 28792 HENDERSON	GPS Coordinates:35.398388, -82.35518	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	UNNUMBERED CODY TRAIL HENDERSONVILLE, North Carolina 28792 HENDERSON	GPS Coordinates: 35.396243, -82.359205	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	UNNUMBERED LAYCOCK RD. HENDERSONVILLE, North Carolina 28792 HENDERSON	GPS Coordinates: 35.375816, -82.358638	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	70 CLARK RD. HENDERSONVILLE, North Carolina 28792 HENDERSON	NONE	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	378 PILOT MT. RD. HENDERSONVILLE, North Carolina 28792 HENDERSON	NONE	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	UNNUMBERED ORCHARD RD. HENDERSONVILLE, North Carolina 28792 HENDERSON	GPS Coordinates: 35.313480, -82.385566	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	UNNUMBERED GARRETT RD. FLAT ROCK, North Carolina 28731 HENDERSON	GPS Coordinates: 35.317011, -82.369267	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	19 POTTER LANE HENDERSONVILLE, North Carolina 28792 HENDERSON	NONE	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	UNNUMBERED LAUGHTER RD. HENDERSONVILLE, North Carolina 28792 HENDERSON	GPS Coordinates: 35.420839, -82.348047	6/2/2022	11/15/2022	30

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 §
APPLE WEDGE PACKER/APPLE HILL ORHARDS	UNNUMBERED N. RIDGE RD. HENDERSONVILLE, North Carolina 28792 HENDERSON	GPS Coordinates: 35.375785, -82.347673	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	599 LANE RD. FLAT ROCK, North Carolina 28731 HENDERSON	NONE	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	ROUTE 1, DEEP GAP RD. FLAT ROCK, North Carolina 28731 HENDERSON	NONE	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	1273 BEARWALLOW RD. HENDERSONVILLE, North Carolina 28792 HENDERSON	NONE	6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORHARDS	UNNUMBERED DALTON FARM RD. HENDERSONVILLE, North Carolina 28792 HENDERSON	GPS Coordinates: 35.423644, -82.368406	6/2/2022	11/15/2022	30
APPLE WEDGE/APPLE HILL ORCHARDS	599 Lane Rd. FLAT ROCK, North Carolina 28731 HENDERSON		6/2/2022	11/15/2022	30
APPLE WEDGE PACKER/APPLE HILL ORCHARDS	Route 1, Deep Gap Rd. FLAT ROCK, North Carolina 28731 HENDERSON		6/2/2022	11/15/2022	30

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H-2A Case Number: H-300-22094-032198 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

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	2125 SPARTANBURG HWY EASY FLAT ROCK, North Carolina 28726 HENDERSON		1	15	☑ Local ☑ State ☑ Federal
HOUSE	1015 GREEN MT. RD. HENDERSONVILLE, North Carolina 28792 HENDERSON	NONE AVAILABLE	1	12	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

The worker will perform job duties as assigned by supervisor. They will vary from time to time depending on crop ripening and weather. The work is temporary and will last from June to November.

Apple Harvesting-The worker will position a ladder as close to the tree and climb to harvest the apples. The apples are harvested by grabbing the apple and gently rolling it upward toward the spur until the fruit comes off. The fruit is then placed in a picking sack until it is filled to the rim. The worker will then carry the sack to the closest bin to dump out the fruit. The worker then positions the full apple picking sack just above the apples in the bin. Next, the worker releases the closing apparatus to open the bottom of the apple picking bag. The worker will rest it gently on the apples in the bin. Then, slowly lift the apple picking bag, while carefully drawing it over the top of the bin. The picked apples are gently placed on top of the apples in the bin.

Summer Pruning of Apple Trees- The worker will use pruning clippers with an adjustable length to prune the apple trees. The worker must cut all root sucker shoots, waterspout shoots, fire-blight infected wood, stubs or broken branches, and dead branches. The worker will also cut undesired growth such as: vertical and horizontal shoots, branches growing downward off the main branches, crowded branches, rubbing or crisscrossing branches, shaded interior branches, competing leader shoots, narrow crotches, and whorls off the apple tree. All the cut brush will be piled up in the block row to be picked up and taken out of the orchard for proper disposal or burning.

Hand Thinning Apple Trees- The worker will first manually remove malformed, diseased, or insect damaged apples. Then they will manually remove the smaller apples in comparison to the other apples on the cluster. Hand thinning will be done according to the supervisors specifications and with care as to not damage the spur or other apples on the spur. The worker will hold the stem between their thumb and forefinger and push the fruit from the stem with the other fingers.

Tree Training of Apple Trees- In the training of apple trees the worker will use bending and tying shoots and pruning in younger trees and pruning in mature trees. The tree should be trained with one central leader or main trunk in the center, with several wide-angled limbs spaced around the leader in order to mature into a pyramidal shape. Tree training will be done according to the supervisors specifications.
Apple Tree Nursery Work

Grafting- Grafting will be used to propagate apple trees in the nursery. The worker will take scions, a small piece of wood collected from a parent plant and graft it to the rootstock of another tree by. The worker will go down the nursery row and take a scion. The scion is cut to a wedge shape, and the under-stock is split. The scion is then wedged into the split to ensure complete healing, the cambium on both ends of the split must be grafted. The worker will make sure the cambium lines up as much as possible and wrap the entire graft area completely with parafilm or tape to seal in moisture.

T-Budding- The worker will go down the nursery row and firmly hold the rootstock and make a vertical cut in the side of the stock using a knife. The worker will then make a second horizontal cut just above the vertical cut to form a T in the bark. The worker then twists the knife to slightly open the T. The worker then takes a bud stick and removes a bud by making an upward slicing cut below the bud and then cutting upward above the bud. The bud is then removed by a horizontal cut above the bud. The bud shield is then inserted into the T shaped cut flaps and slid under the bark flaps until the top edges are even. The worker will make sure the cambium lines up as much as possible and wrap the bud union, being careful not to cover the actual bud, with parafilm or tape to seal in moisture.

b. Job Offer Information 2

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

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

After the worker has completed 50% of the work period, the employer will reimburse the worker for the cost of transportation and subsistence expenses of at least $14.00 per day with no receipts and a maximum of $59.00 per day with receipts. This covers the cost from the place of recruitment to the place of employment. Upon completion of the work contract the employer will pay reasonable costs of return including transportation and subsistence from place of employment to place of recruitment.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

Chip Budding-The worker will go down the nursery row and firmly hold the rootstock and cut out a small chip of bark near the base. The worker will then take a bud stick and make a 30-45 degree angle cut below the bud and into the wood. Then another cut is made above the bud and sloping downward cutting behind the bud. The cut is made all the way down until it reaches the first cut to completely remove the bud chip from the bud stick. The bud chip must be identical in size and shape to root stock chip so that it can be inserted onto the area of the root stock where the small chip of bark was removed. The worker will make sure the cambium lines up as much as possible and wrap the bud union with parafilm or tape to seal in moisture.

Weed Spraying-The worker will go down the nursery row and spray apples trees for weeds, disease, and insects using a 1-gallon manual pump sprayer.

Pruning- The worker will walk down the nursery row and prune the young apple trees to control their shape. The worker will need to leave one main central shoot and use pruning to produce a well-balanced framework of scaffolding branches. The worker will need to remove unwanted branches, inside crossing limbs that will block sunlight and air circulation. The cuts need to be made directly above an outward facing bud.

Irrigation Installation, Maintenance, and Repair-The worker will lay down the drip irrigation tubing and Position loops of tubing around the apple trees. The worker will then use a hole punch to pierce tubing where the loop will begin and insert a small tee connector into the hole. Next, they will attach one end of tubing with emitters to one side of the tee and make a lasso shape around the trunk of the tree. The loop should be big enough to extend halfway out to the edge of the tree's canopy. They will then cut the tubing and attach the end to the other side of the tee. Once the tubing is positioned the worker will use stake pins to hold it down.

Apple Tree Tying-The worker will take tying string and tie one end of it securely on the base of the tree and then take a branch that is growing upright and bend it down until it is horizontal and tie the other end around that branch and securing with a loose knot so that it train the branch to grow out horizontally.

Apple Tree Staking-The worker will take a wood or metal stake and place it beside the apple tree. It will need to be drilled in the ground far enough out to the side so that it does not disrupt The worker will then take a rubber tie or tying string and tie it around the stake and tree to support the tree growing upright and prevent it from falling over.

Field Work & Grounds Maintenance-The worker will keep the orchard and surrounding areas clean and prepare them for the apple growing season by: mowing, weeding or weed-eating, leaf blowing, mulching, watering if necessary, digging or leveling the ground, building ,repairing, painting, and pressure washing the block wall or fencing around the orchards or apple tree nursery, manually installing and removing reflective fabric in orchard block rows, and other miscellaneous work.

d. Job Offer Information 4

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

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

Farm Equipment Operator-Workers may be required to operate various farm equipment . Only properly licensed drivers will be permitted to operate farm vehicles. Workes must take care to operate all equipment safety and follow all safety requirements outlined by the employer.

The worker must be able to work outside for 6 hours a day in all kinds of weather including, but not limited to extreme cold and hot conditions, direct sunlight, and rain. Workers must have the required physical strength and endurance to repeat the process rapidly and skillfully involved in this type of work. Workers will perform prolonged walking, bending, stooping, reaching, pushing, pulling, lifting, and carrying 0-80 lbs. Due to the nature of this type of work, there will be a Probationary Period of six (6) days beginning on the first day of employment for the employee to acclimate to the job specifications listed under the Job Descriptions and Requirements. The worker will be given specific instructions as to how to properly perform the work specified in the Job Description and Requirements Section on the first day of work. Workers who do not perform the work as specified in the Job Description and Requirements Section may be terminated.

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.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

1. The home should be used only for living purposes not for business.
2. Residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home.
3. Only employees of P. Marin Harvesting, Inc. will be allowed to live in the employer provided housing. Overnight guests are not permitted.
4. Keep the residence in good working condition. Worker?s will be liable for cost to repair damage purposely caused by them that is not considered normal wear and tear.
5. The home shall be kept clean and free of any garbage inside and outside.
6. Garbage shall be disposed of properly in provided receptacles and shall be taken out to the roadside on trash days.
7. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains ? such as toilets, showers, bathtubs, and sinks
8. All members will participate in keeping the house clean of common areas such as living room, bathroom, and dining room. Each worker is responsible for keeping their bedroom assigned area clean. Assigned house duties are to be completed on a weekly basis. If house and/or assigned bedroom area is not kept clean, a house cleaning service will be hired to do the cleaning at the expense of the worker(s).
9. All appliances and power cords shall be turned off or unplugged when not in use. This includes but is not limited to air conditioners and cell phone chargers.
10. Do not remove screens from windows and doors.
11. Don not cover or remove fire alarms and fire extinguishers.
12. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other residents? privacy, use, and quiet enjoyment of their homes or neighboring homes, at any time.
13. Noise and Disturbances: Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents? right to quiet enjoyment of their homes and neighboring homes. Reasonable quiet enjoyment of their homes must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the time period specified in any applicable local by-law or ordinance.
14. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the residence. The use of fireworks in the residence is prohibited.
15. No illegal drug use will be permitted on the property.
16. No drinking alcoholic beverages inside the living facility.

f. Job Offer Information 6

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

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

Flower Harvesting-The worker will go down the flower rows and cut the flowers with shears according to the supervisor specifications. The worker will then take the cut flowers and place in a bin until full. The full bin is then loaded on the nearest trailer and the process is started again.

Flower Arranging-The worker will take flowers from the bins and arrange them in bundles, secure them with rubber bands or tape and place wrapping around them and place them in boxes until full.

Cider Pressing-The worker will take a bin of apples and dump them on a conveyor belt. The apples are then chopped by a machine and passed down a chute. The worker prepares a press platen by placing a cloth material and opens the shoot for the chopped apple to fill the area. Once it is on the cloth the workers take spatula and even out the chopped apple and wrap the cloth to cover the chopped apple and then place another press platen on top. The stack is then taken to the press machine where pressing machine will press the platens in order to release the cider from the wrapped chopped apple.

Cider Bottling-The worker will fill up cider jugs by using hose hooked up to apple cider tank and then placing cap and label on filled jug and send down assembly line.

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*) *

The employer will pay $14.00 per day with no receipts and up to $59.00 per day with receipts. This is true, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer, who agrees to pay such costs. In this case the employer will only pay for transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

h. Job Offer Information 8

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

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

Employer will not pay the worker a bonus based on quality picking or at the end of season. Payroll periods will be weekly. The employer will provide workers referred through the interstate clearance system 42 hours of work for the week beginning with the anticipated date of need unless the employer has amended the date of need by notifying the local Job Service Office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system $594.72, the appropriate wage alternative work if the guarantee cited in this section is invoked.