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



## A. Job Offer Information

1	lob Title *	Farmworker								
2 \	Vorkers	a. Total	b. H-2A	Λ.		Pe	riod of Int	ended Emplo	yment	
	Needed *	74	74	3. Be	egin Date	* 7/5/2022		4. End Da	ate *10/17/2022	
<ul> <li>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.</li> <li>6. Anticipated days and hours of work per week *</li> </ul>					☐ Yes	No				
6. <i>A</i>	Anticipate	d days and hours	of work per	r week *	•				7. Hourly work	schedule *
	36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday	a. <u>7</u> : <u>00</u>	✓ AM □ PM
	0	b. Sunday	ŭ	d. Tuesday	6	f. Thursday	6	h. Saturday	b. <u>1</u> : <u>00</u>	☐ AM ☐ PM
0 -	lob Durt	es - Description of				ervices and Wag		formation		
		gin response on this for								
8b.	Wage Of	89	er * 8d OUR ONTH	d. Piece Ra	_	Corn De	etasseli	ing: Corte	ay Information § va Fields, pe passes or mo	
		eted <b>Addendum</b> and wage offers at	A providing			on on the crops	or agricu	ltural	☑ Yes ☐ I	No
		cy of Pay. *	Weekly			☐ Monthly	Ot	her (specify):	N/A	
		deduction(s) from gin response on this for um C								

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## B. Minimum Job Qualifications/Requirements

None High School/GED Associate's			☐ Master's or Hig	gher 🗖 Other degre	ee (JD, MD, e	tc.)	
2. Work Experience: number of months required	l. *	1	3. Training: nu	umber of months rec	uired. *	0	
4. Basic Job Requirements (check all that apply)	) *						
a. Certification/license requirements			g. Exposure	to extreme temperat	tures		
b. Driver requirements				pushing or pulling			
c. Criminal background check			☑ i. Extensive	sitting or walking			
d. Drug screen				stooping or bending	over		
e. Lifting requirement 60 lbs.			☑ k. Repetitive	movements			
5a. Supervision: does this position supervise the work of other employees? *	□ Y	es 🗹 No		question 5a, enter tl			
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) *  This job requires a minimum of 1 month of agricultural experience handling both manual and mechanized tasks.  Applicants must be able to furnish verbal or written statement establishing relevant prior work experience.  Saturday work required. Must be able to lift/carry 60 lbs. Employer-paid pre-employment and post-hire drug testing required. Criminal background check required.							
C. Place of Employment Information							
1. Address/Location * 41.458865, -85.689052							
2. City *	2 0	State *	4. Postal Code *	5. County *			
Turkey Creek Township	Indi		46567	Elkhart			
All work is performed on the farm.  7. Is a completed <b>Addendum B</b> providing additing agricultural businesses who will employ worker.	7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or						
attached to this job order? *							
D. Housing Information							
Housing Address/Location *     Economy Inn - 2535 N. Michigan St.							
2. City *			4. Postal Code *	5. County *			
Plymouth	Indi	ana	46563	Pulaski			
6. Type of Housing *				7. Total Units *	8. Total O	ccupancy *	
Motel				20	44		
9. Housing complies or will comply with the follow	wing a	pplicable	standards: *	☑ Local ☑	State 🗹	Federal	
10. Additional Housing Information. (If no additional Housing provided only to non-local workers workers may occupy housing. Employer providing Employer possesses and controls premises period or upon termination, in accordance will 11. Is a completed <b>Addendum B</b> providing additional Housing Provided Providing Additional Housing Provided Provide	(i.e. p vides at all ith sta	ermaner separate times. W ate law.	t residence outsi sleeping and ba orkers must vaca	throom facilities fo ate housing promp	or each geno	der.	
workers attached to this job order? *	uonal	ппоппацс	in on nousing that	wiii be brovided (0	<b>☑</b> Ye	s 🔲 No	

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## E. Provision of Meals

Describe how the employer will provide kitchen facilities. * (Please begin response on Employer provides three daily meals in such meals up to the maximum allowat Department of Labor. For workers resi transportation once per week to/from cl	this form and use Addendum C it accordance with 20 CF ole published in the Fed ding in employer-provid	f additional space is need FR 655.122(g). E leral Register, or led housing, emp	ded.) mploye as othe loyer a	er will ded erwise app Ilso provid	uct the cost of proved by the U.S. es free		
2. If meals are provided, the employer: *	☐ WILL NOT charge w		Т.	14 . 00	1		
F. Transportation and Daily Subsistence	<b>₩ILL</b> charge worker	s for such meals a	t <b>\$</b>		per day per worker.		
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.)  For workers residing in employer-provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for own daily transportation.							
2. Describe the terms and arrangements for and (b) from the place of employment (in (Please begin response on this form and use Adde Employer pays/reimburses foreign workworkweek. For non-commuting worker subsistence, and lodging if applicable)	.e., outbound). * ndum C if additional space is nee kers for all visa-related ( s, employer pays/reimb	ded.) costs (excluding purses reasonable	passpo e trave	ort fees) in I costs (tra	the first nsportation, daily		
3. During the travel described in Item 2, the		a. no less than		14 . 00	per day *		
or reimburse daily meals by providing each worker *		b. no more than	\$	59 . 00	per day with receipts		

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#### G. Referral and Hiring Instructions

 Explain <u>how</u> 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.)

Employer accepts referrals and applicants from all sources. Interview required. Employer conducts interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in-person. Contact Employer Monday through Friday during the hours of 9:00 AM - 5:00 PM ET If unavailable, contact employer's agent directly during the hours of 9:00 AM - 5:00 PM ET.

**Employer Agent:** 

MAS Labor H2A, LLC (434) 260-8833

referrals@maslabor.com

Referring State Workforce Agency (SWA) responsible for informing applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact employer or employers agent to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

on our only	
To be eligible for employment, applicants must:  1. Be able, willing, and available to perform the speci  2. Have been apprised of all material terms and conditions  3. Agree to abide by all material terms and conditions  4. Be legally authorized to work in the United States;  5. Satisfy all minimum job requirements.	litions of employment; s of employment;
2. Telephone Number to Apply *	3. Email Address to Apply *
N/A	nlora@overlookharvesting.com
4. Website address (URL) to Apply *	
www.indianacareerconnect.com	
H. Additional Material Terms and Conditions of the Job	Offer

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

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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. <u>JOB OPPORTUNITY</u>: 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.
- 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. <u>EMPLOYER-PROVIDED TOOLS AND EQUIPMENT</u>: 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. <u>MEALS</u>: 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 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 quarantee 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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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 quarantees 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(I).

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
- 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 quarantee, 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).
  - 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.

Last (family) name *  Bentley	First (given) name *  Jason	3. Middle initial §
4. Title * Vice President		I
Signature (or digital signature) *     Digital Signature Verified and Retained By	Certifying Officer	6. Date signed * 5/4/2022

#### **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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 Validity Period:
 to

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

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Corn Detasseling: Corteva Fields	<b>\$</b> 4500	Piece Rate	per acre for 30 inch corn for fields that pass after first pass (1st pull)
	Corn Detasseling: Bayer Fields	\$_80.00	Piece Rate	\$80.00 per acre for 30 inch corn for two passes or more
	Corn Detasseling: Bayer Fields	<b>\$</b> 90 . 00	Piece Rate	per acre for 20 inch corn for two passes or more
		\$		
		\$		
		\$		
		\$		
		<b>\$</b>		
		\$·_		
		<b>\$</b>		

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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 §
Bayer	41.458865, -85.689052 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.448008, -85.740679 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.53042, -85.69328 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.501239, -85.659271 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.46648120, -85.71381120 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.47740531, -85.70286678 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.58129026, -85.75943401 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.581197, -85.764274 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.59110140, -85.77144520 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.48359220, -85.83177180 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.487497, -85.836119 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.47852, -85.838011 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.471419, -85.849136 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.31988050, -85.92130500 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.32020283, -85.90718583 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.32036877, -85.89384286 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.39923487, -85.85284462 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.39777760, -85.84535250 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.34834630, -85.84512640 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.33657283, -85.84428479 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.343187, -85.828072 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.36295500, -85.84454167 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.367744, -85.825562 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.381116, -85.843661 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.28526600, -85.82143067 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.29426462, -85.79763998 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.363213, -85.825393 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.36640598, -85.85439572 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.387809, -85.839984 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.335959, -85.82513 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.336897, -85.836782 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.320122, -85.909064 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.420839, -85.673053 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.41999656, -85.82887610 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.36286790, -85.85322357 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.32003717, -85.91507900 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.320018, -85.914571 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.34188010, -85.81911409 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.335877, -85.831038 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.596326, -85.628361 Indiana LAGRANGE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.58481270, -85.61759770 Indiana LAGRANGE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.317366, -86.924624 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.29560402, -86.91201024 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.338988, -86.880376 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.28834700, -86.92943833 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.27575230, -86.91571710 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.353589, -86.775645 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.40340167, -86.74616600 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.36077030, -86.78067580 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.35390451, -86.78567559 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.34696140, -86.77672170 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.366733, -86.775716 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.37531, -86.776632 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.375768, -86.775464 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.360044, -86.756496 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.3898, -86.741604 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.397124, -86.780171 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.331784, -86.804744 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.33164, -86.823624 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.375381, -86.775636 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.342721, -86.795174 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.389758, -86.73935 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.389817, -86.786499 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.39344500, -86.74656550 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.443478, -86.910737 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.44833214, -86.84525139 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.455435, -86.838627 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.461841, -86.833975 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.46891, -86.834284 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.469849, -86.83437 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.461207, -86.834107 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.455354, -86.819705 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.45727, -86.833901 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.37564, -86.893204 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.426233, -86.877636 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.397135, -86.85819 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.443323, -86.910771 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.46701330, -86.80737830 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.481733, -86.815479 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.46926626, -86.72570246 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.53073434, -86.71793350 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.433118, -86.762902 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.426058, -86.748572 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.45828900, -86.72246130 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.41878948, -86.71158549 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.462002, -86.728232 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.51581175, -86.77491756 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.50283460, -86.77435294 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.437749, -86.770847 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.509016, -86.778209 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.52111869, -86.74066778 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.51547000, -86.73981510 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.517477, -86.735213 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.50202860, -86.73101000 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.49835440, -86.74885700 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.476771, -86.700417 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.483767, -86.702889 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.49103, -86.69559 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.497796, -86.692967 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.461812, -86.662257 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.461803, -86.649843 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.45962333, -86.64022930 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.46176, -86.624818 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.42926383, -86.68820433 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.47283555, -86.71905720 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.53224012, -86.74313363 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.51736720, -86.68384090 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.517147, -86.644607 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.44017, -86.709447 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.478884, -86.728944 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.451146, -86.718184 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.440183, -86.712228 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.44011860, -86.71580370 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.4496, -86.718044 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.44295, -86.756156 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.446555, -86.761694 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.44024500, -86.73849267 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.440339, -86.751498 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.44239716, -86.75889625 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.530727, -86.760276 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.53243212, -86.75532395 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.517477, -86.726235 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.52287, -86.74071 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.517554, -86.731522 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.418895, -86.707816 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.432947, -86.704725 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.472951, -86.738166 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.583662, -86.778484 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.53860183, -86.79095417 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.536322, -86.760179 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.432948, -86.709332 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.426074, -86.74843 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.465424, -86.790648 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.468012, -86.79078 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.470884, -86.790905 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.472892, -86.791019 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.465671, -86.776223 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.567765, -86.795415 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.50034870, -86.78054350 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.51757199, -86.74681402 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.56769317, -86.81042215 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.48382430, -86.72899300 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.483744, -86.726702 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.591357, -86.761599 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.7802,-86.4413 Michigan BERRIEN	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.8019,-86.3535 Michigan BERRIEN	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.8036,-86.3079 Michigan BERRIEN	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7975,-86.3081 Michigan BERRIEN	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.8738,-86.3585 Michigan BERRIEN	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7999,-86.2858 Michigan BERRIEN	\$15.37/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.7997,-86.2817 Michigan BERRIEN	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.8073,-86.4009 Michigan BERRIEN	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.8685,-86.3579 Michigan BERRIEN	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7973,-86.2981 Michigan BERRIEN	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.8804,-86.1676 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.9082,-86.1559 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.908,-86.1609 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.9109,-86.1677 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.9313,-86.151 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.814,-86.0275 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.8244,-86.035 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.8327,-86.0403 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7636,-86.0155 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7782,-85.9862 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7635,-86.0488 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.8235,-86.0421 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.8442,-86.0263 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.9269,-86.1673 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.808,-86.1564 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.815,-86.0928 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.8065,-86.1006 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.809,-86.093 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.8046,-86.105 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7632,-86.084 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7708,-86.0974 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.932,-86.0903 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.9382,-86.0913 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.9061,-86.0852 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.9329,-86.1615 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7868,-86.114 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.787,-86.1048 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7735,-86.1189 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7638,-86.0952 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.8282,-86.13 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7634,-86.1622 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7615,-86.1622 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.784,-86.1646 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7764,-86.1623 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7787,-86.1691 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.7777,-86.0396 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.9272,-86.1806 Michigan CASS	\$15.37/hr.	7/5/2022	10/17/2022	74
Corteva	41.4459,-85.8484 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4531,-85.8497 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4404,-85.848 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5113,-85.8173 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5053,-85.8112 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5335,-85.8192 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5302,-85.7974 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5335,-85.7896 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5177,-85.7909 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.5084,-85.7937 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5081,-85.7872 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4921,-85.7643 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4476,-85.7008 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4403,-85.6912 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.492,-85.7079 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4922,-85.7266 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4609,-85.6999 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4646,-85.7019 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4691,-85.6586 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.4553,-85.6587 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4574,-85.6585 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4475,-85.6901 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4839,-85.7184 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4782,-85.7233 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4781,-85.7165 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.6881,-85.8564 Indiana ELKHART	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0509,-86.2576 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.088,-86.2846 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0881,-86.2777 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.0885,-86.293 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0498,-86.2548 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0652,-86.2661 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0722,-86.2523 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0529,-86.3048 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0527,-86.3097 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0888,-86.3286 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0958,-86.3285 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.11,-86.3218 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0998,-86.304 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.0992,-86.2948 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0893,-86.1344 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.0886,-86.1263 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.1021,-86.323 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.088,-86.3444 Indiana FULTON	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2581,-87.0775 Indiana JASPER	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2558,-87.0778 Indiana JASPER	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2515,-87.0789 Indiana JASPER	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2472,-87.0783 Indiana JASPER	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3592,-85.8499 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.3564,-86.0174 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3564,-86.0064 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3578,-85.996 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3288,-85.9871 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3224,-85.985 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3581,-86.012 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3067,-85.9244 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3029,-85.9257 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3568,-85.8095 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3454,-85.8033 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74

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



# C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Corteva	41.3809,-85.7923 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3714,-85.7933 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3595,-85.7819 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3454,-85.7991 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.361,-85.7954 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3411,-85.9089 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.343,-85.8906 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3291,-85.8942 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3405,-85.8813 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3319,-85.9014 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.3105,-85.7904 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3483,-85.8111 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3022,-85.9091 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3237,-85.888 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3248,-85.8813 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.332,-85.8157 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3164,-85.8756 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4295,-85.8756 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4052,-85.8757 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4326,-85.8529 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.4247,-85.6748 Indiana KOSCIUSKO	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.46167161, -86.60198481 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.447289, -86.587545 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.461745, -86.568022 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.461753, -86.570315 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.449941, -86.553644 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.443649, -86.582354 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.57792, -86.501225 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.628978, -86.615467 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.63890448, -86.58467297 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.62180592, -86.59186965 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.62710667, -86.65906148 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.668801, -86.602536 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.672352, -86.583112 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.598958, -86.620119 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.592509, -86.587533 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.58139, -86.601196 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.63651000, -86.58811510 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.60360450, -86.64744217 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.59700724, -86.63938483 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.603073, -86.638398 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.63648075, -86.60203168 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.558067, -86.620541 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.62815700, -86.60216380 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.563352, -86.510269 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.55694, -86.62051 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.57654690, -86.64580100 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.60645059, -86.67669711 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4666,-86.88 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4448,-86.8866 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.4594,-86.8799 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4594,-86.8633 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2832,-86.8957 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3232,-86.8394 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.32,-86.9196 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5805,-86.8034 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5851,-86.7675 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5408,-86.6968 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5154,-86.9078 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.6143,-86.8008 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.299,-86.8385 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3153,-86.839 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3082,-86.8386 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3097,-86.8471 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2815,-86.8481 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2993,-86.8491 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2955,-86.8992 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2951,-86.9063 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3059,-86.8532 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3291,-86.8978 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.2826,-86.8639 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2755,-86.8602 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3529,-86.8491 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2989,-86.8862 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2827,-86.8716 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2973,-86.8765 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2989,-86.8698 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2922,-86.8411 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3295,-86.7716 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3222,-86.7708 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.3256,-86.8481 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4396,-86.6064 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4349,-86.5585 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4407,-86.5679 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4347,-86.5676 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.44,-86.5559 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4363,-86.6254 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4381,-86.5776 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4375,-86.5954 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.44,-86.616 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.44,-86.6643 Indiana LA PORTE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3215,-86.4131 Indiana MARSHALL	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2924,-86.2268 Indiana MARSHALL	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2985,-86.2266 Indiana MARSHALL	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2998,-86.2346 Indiana MARSHALL	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2698,-86.1223 Indiana MARSHALL	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.433287, -85.596787 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.45895, -85.630929 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.456704, -85.615234 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.459174, -85.614384 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.458199, -85.61525 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4478,-85.6006 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4198,-85.6488 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4246,-85.6508 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4482,-85.6124 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4987,-85.5715 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4891,-85.5724 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4338,-85.6427 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4345,-85.6302 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4329,-85.6205 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.4365,-85.6173 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5041,-85.5651 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.5029,-85.5556 Indiana NOBLE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.28869460, -86.96280010 Indiana PORTER	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.303247, -86.949017 Indiana PORTER	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.259928, -87.00146 Indiana PORTER	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.408854, -86.939988 Indiana PORTER	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3587,-86.9928 Indiana PORTER	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3575,-86.9829 Indiana PORTER	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3582,-87.0025 Indiana PORTER	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.2396,-86.9613 Indiana PORTER	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.7292,-86.4604 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.7246,-86.4625 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.7194,-86.4719 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.7128,-86.4964 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.725,-86.5099 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.6761,-86.4791 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.7164,-86.4808 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.7195,-86.4624 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.7245,-86.4816 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.7259,-86.4722 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.7184,-86.502 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.682,-86.4811 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.7327,-86.4724 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.7125,-86.4746 Indiana ST JOSEPH	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.71238650, -86.45297780 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.72660245, -86.44343346 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.712548, -86.452939 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.70836, -86.438102 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.719919, -86.428883 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.69853207, -86.40022073 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.71204040, -86.39393740 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.71182807, -86.38984831 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.711992, -86.394506 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.501979, -86.426675 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.737086, -86.358193 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.738897, -86.470312 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.738175, -86.469516 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.747858, -86.458976 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.74839347, -86.45794817 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.728336, -86.450858 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.735407, -86.347425 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.55165600, -86.42685690 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.731731, -86.451287 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.7564, -86.405434 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.751256, -86.426482 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.74758310, -86.39175630 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.70845, -86.428746 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.73728609, -86.40738348 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.498516, -86.429021 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.711889, -86.354396 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.7415, -86.370685 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.735396, -86.370659 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.549101, -86.417416 Indiana ST JOSEPH	\$15.37/hr.	7/5/2022	10/17/2022	74
Bayer	41.373039, -86.698725 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.425717, -86.563088 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.33157, -86.601537 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.422306, -86.563071 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.42220150, -86.54995800 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.428189, -86.56314 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Bayer	41.350432, -86.562836 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.384958, -86.553267 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Bayer	41.360471, -86.538392 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3498,-86.6736 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.392,-86.6732 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2919,-86.7469 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3443,-86.6886 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3411,-86.695 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3409,-86.6842 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3425,-86.6736 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.3497,-86.6835 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.357,-86.6671 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3498,-86.6667 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.2983,-86.7443 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4076,-86.6161 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4075,-86.6256 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4017,-86.6167 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3985,-86.5975 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4224,-86.5872 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.4,-86.5488 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 §
Corteva	41.4298,-86.577 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74
Corteva	41.3953,-86.5938 Indiana STARKE	\$15.89/hr.	7/5/2022	10/17/2022	74

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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 *
Motel	King's Inn - 201 W. Kieffer Rd. Michigan City, Indiana 46360 LA PORTE		33	99	☑ Local ☑ State ☑ Federal
Motel	Economy Inn - 9439 W. State Rd. 114 Rensselaer, Indiana 47978 JASPER		28	84	☑ Local ☑ State ☑ Federal
					□ Local □ State □ Federal
					□ Local □ State □ Federal
					□ Local □ State □ Federal
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#### H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

Section/Item Number * A.8a 2. Name of Section or Category of Material Term or Condition	Job Duties
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# 3. Details of Material Term or Condition (up to 3,500 characters) \*

Workers will perform assigned duties as instructed by their supervisor. The worker will walk down the aisles between the plants in the corn fields, for the purpose of detasseling seed corn, remove rogue plants, weeds and volunteer corn plants from seed corn production fields. The worker in order to perform this kind of work must be able to work outside for at least 6 hours a day in all kinds of weather and be in possession of the requisite strength and endurance, working quickly and skillfully with their hands.

Workers will assist in the unloading of corn. Corn delivered from field will be unloaded onto conveyer belts and moved to the grading area where workers will remove corn with quality issues as well as trash. Any waste generated by the grading of corn. Workers will loaded into waste trucks by workers. Workers will load graded corn into bins. The corn will be unloaded from bins with the use of the conveyer belts. Empty bins will be cleaned. Workers will be required to stand for long periods of time and perform repetitious activities. Workers will be asked to clean work areas including break rooms and bathrooms. Both day and night shifts are available

Employer will train workers, Training will include but is not limited to safety training and worker protection training videos. Training includes general discussion of job duties and policies, Training will take place at Orientation prior to working. Employees will be explained and have read to them the Job Order. The employer will answer any questions the workers may have.

and more than forty (40) hours are worked. Overtime will not be paid for workweeks when workers become eligible to perform only exempt work and are paid on a salary basis for all hours worked.

Based upon work performance, advancement is a possibility. This advancement includes, but is not limited to, supervising/managing a crew, as well as possibly driving a bus as long as licensing requirements are met.

Must wear assigned personal protective equipment when required. Must report for work daily wearing work clothing and boots or other durable foot wear. Workers wearing clothing inappropriate for work will not be permitted to start work

Outdoor work required when plants are wet, or during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Temperatures in fields during working hours may vary. Workers may be required to work during occasional showers not severe enough to stop field operations. Allergies to ragweed, goldenrod, honey bees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Work is done outdoors for long periods of time and requires prolonged periods of standing and/or walking, repetitive movements, and frequent bending and/or stooping. Workers must be able to handle, lift, and carry heavy or bulky objects (product, containers) in accordance with the specified lifting requirements. 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. NO cell phones, radios, CD players, MP3 players, or other electronic devices with headphones are permitted during work activity and/or while driving company vehicles.

Employer requires all newly-hired employees to take and pass an employer-paid drug test before starting work. Drug test not required for prospective applicants prior to hiring decision

#### b. Job Offer Information 2

1. Section/Item Number 2. Name of Section or Category of Material Term or Condition \* **Deductions from Pay** A 11

3. Details of Material Term or Condition (*up to 3,500 characters*) \* DEDUCTIONS. Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Workers must obtain employer's permission to make personal long distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. Worker must promptly confirm such authorization in writing.

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#### 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 Continued 1

3. Details of Material Term or Condition (up to 3,500 characters) \*
All testing is conducted uniformly after an initial job offer has been extended and accepted by the new hire. Workers testing positive will be immediately terminated and paid for all hours worked between the first date of employment and the date of termination, if any. In the case of a nonlocal or foreign worker who is terminated for failure to pass a drug test, the employer will arrange least-cost transportation to the worker's place of recruitment, at the worker's expense. The employer will also test after a worker has an accident at work.

Workers may not report for work while under the influence of alcohol or drugs. The possession or use of illegal drugs or marijuana, or alcohol consumption on company premises or housing is prohibited and may be cause for termination. Use, possession, transfer, offer, sale or manufacture of alcohol, marijuana and/or controlled substances strictly prohibited. All work sites are alcohol and drug free work places. Employees must not report for work, enter the employers' property or perform service while under the influence of or having used alcohol, marijuana. illegal controlled substances, or any other substance that may in any way adversely affect their alertness, coordination, reaction or safety.

Employer requires all newly hired employees to take and pass an employer-paid background check. All background checks are conducted uniformly after an initial job offer has been extended and accepted by the new hire. Applicants found to have felony convictions (including, but not limited to assault, child molestation, sex or drug-related convictions) will be immediately terminated out of concern for general public safety, and paid for all hours worked between the first date of employment and the date of termination, if any. In the case of a non-local worker who is terminated for cause resulting from findings of the background check, the employer will arrange least-cost transportation to the worker's place of recruitment, at the worker's expense,

Workers with a clean driving record (no major moving violations such as but not limited to Driving While Intoxicated or Reckless Driving) and able to obtain an insurable driver's license may drive company vehicles. Workers with appropriate licenses and a valid doctor's certificate may transport other workers. Workers who are properly licensed may be asked to drive a truck to move portable toilets from field to field and within the field, as well as deliver meals in the field.

Supervisor(s) will provide instructions and directions to workers. Workers must be able to comprehend and follow instructions and communicate effectively to supervisors. Unusual, complex or non-routine activities will be supervised. Workers expected to perform basic duties in a proficient manner without close supervision.

Corn Harvest Workers will be required to take a one uninterrupted 30-minute meal break per 6-hour work shift.

Employer attests that it has sent (or will promptly send) original surety bond to CNPC.

Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Workers will have an unpaid lunch break. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time.

TERMINATION.

#### d. Job Offer Information 4

Section/Item Number * A.8a	* Job Duties - Job Duties Continued 2
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3. Details of Material Term or Condition (up to 3,500 characters) \*
All workers will be subject to a five-day trial period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the trial period if the worker's performance fails to satisfy the employer's reasonable expectations, or is otherwise unacceptable. Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the five day trial period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.

These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Repeat or severe violations of the Work Rules may result in immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.

- 1. Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property.
- 2. Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses.
- 3. Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence of alcohol or illegal drugs. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing.
- 4. Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness. Workers must report any absence from work by 7:00 AM. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence). 5.

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

e. Job Offer Information 5

 Section/Item Number A.8a 2. Name of Section or Category of Material Term or Condition \* Job Duties - Job Duties Continued 3

# 3. Details of Material Term or Condition (up to 3,500 characters) \* Workers must keep employer-provided living quarters and common areas neat, clean. and in or

d in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them.

- 6. Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters,
- 7. Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning. Workers must close all doors and windows while using heat and during adverse weather conditions.
- 8. Workers assigned to bunk beds in employer-provided housing may not separate bunk beds.
- 9. Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing.
- 10. Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles.
- 11. Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand-washing facilities, or to obtain drinking water.
- 12. Workers may not sleep, waste time, or loiter during working hours.
- 13. Workers may not leave the field or other assigned work area without permission of employer or supervisor.
- 14. Workers may not enter employer's premises without authorization.
- 15. Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time.
- 16. Workers may not entertain guests in employer-provided housing premises after 10:30 PM, except on Saturdays when guest hours end at 12:00 midnight. No persons, other than workers assigned by employer, may sleep in housing.
- 17. Workers may not deliberately restrict production or damage products/commodities.
- 18. Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination
- 19. Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination.
- 20. Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination.
- 21. Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination.
- 22. Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination.
- 23. Workers may not falsify identification, personnel, medical, production or other work-related records.
- 24. Workers may not drive any vehicles on employer's property without proper licensing, if required.
- 25. Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers.
- 26. Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer.

#### f. Job Offer Information 6

Section/Item Number * A.8a     Name of Section or Category of Material Term or Condition	Job Duties - Job Duties Continued 4
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3. Details of Material Term or Condition (up to 3,500 characters) \*
Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer.

- 28. Workers may not misuse or remove from the farm premises without authorization any employer-owned property.
- 29. Workers may not accept personal gifts from employer's vendors or customers without employer's authorization.
- 30. Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor.
- 31. Workers must follow supervisor's instructions. Insubordination is cause for termination.
- 32. Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records.
- 33. Workers may not make long distance phone calls on the employer's phone without employer's explicit permission.
- 34. Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule:

First Offense: Oral warning and correction.

Second Offense: Written warning and unpaid leave for balance of day.

Third Offense: Immediate termination. Worker will be asked to sign written fact statement

#### NO COMPLETE NO REHIRE POLICY:

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The employer has a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disgualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with the employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with the employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntary terminating their employment to be considered and eligible for exemption to the no complete, no rehire policy.

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

g. Job Offer Information 7

 Section/Item Number \* A.11 2. Name of Section or Category of Material Term or Condition \* Pay Deductions - Deductions Continued 1

3. Details of Material Term or Condition (up to 3,500 characters) \*
Workers may be subject to disciplinary action for failing to obtain employer's permission for a personal long-distance call or to repay the cost of such call within a reasonable time. Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence In accordance with 8 CFR § 214.2(h)(5)(xi)(A) and 20 CFR § 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.

RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.

ADDITIONAL PAY DETAILS. In the event that the applicable H-2A wage rate decreases for any reason during the employer's recruitment and/or H-2A contract period in the instant job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower rate remains the highest of the AEWR, the prevailing hourly wage or piece rate, an agreed-upon collective bargaining wage, and the federal and state minimum wages in effect at the time work is performed. Employer will pay each worker by check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is

Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA).

ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.

REASONABLE ACCOMMODATIONS. Qualified workers with disabilities must notify the employer of any accommodations needed to perform the job. Workers must be able to perform the work required, with or without reasonable accommodations. A worker is not eligible for the job if the worker is not able to perform the job duties even with the requested accommodation, or if the employer is not reasonably able to provide the accommodation (i.e., because the accommodation would cause undue hardship on the operation of the business).

NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.

DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status. All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. In the event that the SWA/DOL promulgates new prevailing piece rate(s) lower than the specified piece rates, the employer reserves the right to pay the new, lower piece rate(s) for the applicable activities.

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1. Section/Item Number 3 A.11 2. Name of Section or Category of Material Term or Condition \* Pay Deductions - Deductions Continued 2

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

When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate. See Addendum A for piece rate schedule.

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

i. Job Offer Information 9			
1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued 1
3. Details of Material Term Employer provides	or Condition , at no c	n (up to 3,500 characters) * cost, incidental transportation between worksi	tes.
j. Job Offer Information 10			
1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Cor
<ol><li>Details of Material Term Unless paid in adv</li></ol>	or Conditionance, er	n (up to 3,500 characters) * mployer reimburses inbound travel costs with	pay for the first workweek to the extent that worker's out-of-
			der of travel costs reimbursed upon completion of 50% of the orkers who complete the contract or are dismissed early.
Employer does not	t pay or	reimburse travel costs to any worker who vol	untarily resigns, abandons employment, or is terminated for
cause. Travel rein	nbursem	nents are based on the least-cost, economy-c	lass common carrier rate.

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