



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

**A. Job Offer Information**

1. Job Title * VEGETABLE PLANTING, HARVESTING, PACKING, AND							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	110	110	3. Begin Date * 7/1/2022		4. End Date * 11/15/2022		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
42	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	7	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>3</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>13</u> <u>89</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>00</u> <u>50</u>		Per 5 Gallon Bucket. Production Standard of 14 five-gallon buckets of cucumbers harvested per hour.	
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) The employer will make the following deductions: FICA taxes, income tax, cash advances, overpayment of wages, and charges for any loss to the employer due to the workers damage or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the worker in writing. State income tax will be deducted.							



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

**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	1	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>75</u> lbs.		<input type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
The worker must be responsible and consistent on the job. The worker must be able to lift 0-75 lbs., walk, bend, and stoop continuously throughout the day and work in all kinds of weather.			

**C. Place of Employment Information**

1. Address/Location *			
450 Dunn Cemetery Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Evensville	Tennessee	37332	Rhea
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
none			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
Best Western 7835 Rhea County Hwy.			
2. City *	3. State *	4. Postal Code *	5. County *
Dayton	Tennessee	37321	Rhea
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Hotel		37	111
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
None			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



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

**E. Provision of Meals**

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>The employer will provide three (3) meals per day: breakfast, lunch, and dinner and the worker will be charged a daily rate of \$14.00 for all three (3) meals. Employer will provide transportation (at no cost to employees) to grocery and/or department store, once per week, for workers to obtain other necessities.</p>	
2. If meals are provided, the employer: *	<input type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.
	<input checked="" type="checkbox"/> <b>WILL</b> charge workers for such meals at \$ <u>14</u> . <u>00</u> per day per worker.

**F. Transportation and Daily Subsistence**

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>All employer provided worker transportation meets the requirements of applicable Federal, State, and Local Laws and Regulations. Free transportation will be provided from the employer provided housing to the work site and back, for workers living in that housing and for commuting workers, if they need transportation to the harvesting site.</p>		
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>See Addendum C</p>		
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>14</u> . <u>00</u> per day *
	b. no more than	\$ <u>59</u> . <u>00</u> per day with receipts



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

**G. Referral and Hiring Instructions**

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

*(Please begin response on this form and use Addendum C if additional space is needed.)*

All referrals are to be made to Salvador Sanchez, Jr. by calling (239) 322-8781. Collect calls will not be accepted. All referrals are encouraged to contact their nearest state workforce agency or career center prior to contacting the employer. The employer will contact all applicants, who have submitted an application, by phone, to conduct an interview. Prior to referral, each applicant should read, or have read to them a copy of the job order. All applicants should have a clear understanding of the terms and conditions of employment as noted in the job order. All applicants, if hired, are expected to work for the total period of employment as stated in the job order. All applicants, if hired, should be available for work as described in the "Job Activities" section in the job order. All applicants referred to the employer, if hired, will provide the following: original identification and employment eligibility documents. Employer will be available Monday to Thursday from 10:00 A.M. to 12:00 P.M. and from 1:00 P.M. to 2:00 P.M., to conduct interviews of referred workers, at no cost to the worker.

2. Telephone Number to Apply \*

+1 (239) 322-8781

3. Email Address to Apply \*

ssanchezharvesting@outlook.com

4. Website address (URL) to Apply \*

<https://seasonaljobs.dol.gov/jobs>

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

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No



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

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

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

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

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

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

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

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

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

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

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

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



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

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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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

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

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

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

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





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

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

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

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

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

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

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

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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

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

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

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

1. Last (family) name * SANCHEZ, JR.	2. First (given) name * SALVADOR	3. Middle initial \$
4. Title * PRESIDENT		
5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>		6. Date signed * 5/9/2022

**Employment Service Statement**

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

**Public Burden Statement (1205-0466)**

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



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



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Incentive: Cucumber-Hang New Net	\$ 01 . 50	Piece Rate	Per 100 Ft. Row
	Incentive: Cucumber Hang Used Net	\$ 02 . 00	Piece Rate	Per 100 Ft. Row
	Incentive: Cucumber-Tie Net	\$ 02 . 50	Piece Rate	Per 100 Ft. Row
	Incentive: Train Cucumber-First Time	\$ 01 . 30	Piece Rate	Per 100 Ft. Row
	Incentive: Train Cucumber-2nd Time and Beyond	\$ 02 . 00	Piece Rate	Per 100 Ft. Row
	Incentive: Cucumber-Clean Net	\$ 02 . 00	Piece Rate	Per 100 Ft. Row
	Incentive: Cucumber-Cut String on Net	\$ 01 . 00	Piece Rate	Per 100 Ft. Row
	Incentive: Cucumber-Take Down and Roll Up Net	\$ 01 . 25	Piece Rate	Per 100 Ft. Row
	Incentive: Place Pack Cucumber	\$ 00 . 30	Piece Rate	Per 60 LB. Box. Production standard of 24 Sixty LB. Boxes of Long Green Cucumbers place packed per hour.
	Incentive: Pack Cucumber (ALDI Carton)	\$ 00 . 10	Piece Rate	Per Carton (ALDI)

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
	Incentive: Pack Cucumber	\$ 00 . 30	Piece Rate	per DRC (65 Count)
	Incentive: Harvest Pickle Cucumber	\$ 01 . 25	Piece Rate	Per 5 Gallon Bucket/RPC
	Incentive: Pack Pickling Cucumbers into 2 LB. Bags	\$ 00 . 45	Piece Rate	Per 10 Bag Box/RPC
	Incentive: Pack Pickling Cucumbers into 1LB. Bag	\$ 00 . 35	Piece Rate	Per 12 Bag Box/RPC
	Incentive: Harvest Hard Squash	\$ 00 . 70	Piece Rate	Per 5 Gallon Bucket/RPC
	Incentive: Pack 2 hard Squashes into Mesh Bag	\$ 00 . 03	Piece Rate	Per Bag
	Incentive: Harvest Squash	\$ 01 . 00	Piece Rate	Per 7 Gallon Bucket. Production Standard of 8 Seven Gallon Buckets of Zucchini harvested per hour.
	Incentive: Pack Squash	\$ 00 . 23	Piece Rate	Per 1/2 Bushel Box. Production standard of 35 Half Bushels of Squash Packed Per Hour.
	Incentive: Pack Squash	\$ 00 . 50	Piece Rate	Per Box (10, 2 LB. Bags)
	Incentive: Bag Squash	\$ 00 . 35	Piece Rate	Per Box (12, 20 oz. Bags or 6, 2 LB. Bags)



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
	Incentive: Harvest Cabbage	\$ 00 . 25	Piece Rate	Per 7 Gallon Bucket. Production Standard of 29 Seven Gallon Buckets of Cabbage Harvested Per Hour.
	Incentive: Harvest & Field Pack Cabbage	\$ 00 . 60	Piece Rate	Per 50 LB. Box. Production standard of 12 fifty (50) pound boxes of Cabbage harvested and field packed per hour.
	Incentive: Pack Cabbage On Line	\$ 00 . 30	Piece Rate	Per 50 LB. Box. Production Standard of 24 Fifty Pound Boxes of Cabbage Packed On Line Per Hour.
	Incentive: Non Wrap 12 Ct. Cabbage	\$ 00 . 25	Piece Rate	Per DRC
	Incentive: Wrap 12 Ct. Cabbage	\$ 00 . 46	Piece Rate	Per 33 LB. Box
	Incentive: Wrap 16 Ct. Cabbage	\$ 00 . 60	Piece Rate	Per 44 LB. Box
	Incentive: Wrap 18 Ct. Cabbage	\$ 00 . 65	Piece Rate	Per 50 LB. Box
	Incentive: Harvest Tomatillos	\$ 01 . 00	Piece Rate	Per 1/2 Bushel
	Incentive: Harvest Tomatillos	\$ 01 . 19	Piece Rate	Per 5 Gallon Bucket
	Incentive: Bag Tomatillos	\$ 00 . 40	Piece Rate	Per Box (12, 1 LB. Bags)



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
	Incentive: String Bell Pepper (4 string)	\$ 00 . 50	Piece Rate	Per 100 Ft. Row
	Incentive: Sting Bell Pepper (2 String)	\$ 00 . 40	Piece Rate	Per 100 Ft. Row
	Incentive: Unstring Bell Pepper	\$ 00 . 40	Piece Rate	Per 10 Ft. Row
	Incentive: Place Pack Bell Pepper	\$ 00 . 30	Piece Rate	Per 1 1/9 Bushel. Production Standard of 24 one and 1/9 Bushels of Bell Peppers Place Packed Per Hour.
	Incentive: Bag Bell Peppers	\$ 00 . 40	Piece Rate	Per Box, (12, 3 Count Bags or 6, 6 Count Bags)
	Incentive: Pack Bell Pepper	\$ 00 . 30	Piece Rate	Per DRC (48 Count)
	Incentive: Harvest Anaheim Peppers	\$ 01 . 00	Piece Rate	Per Bushel/RPC (Equivalent to \$0.63 Per 5 Gallon Bucket). Production Standard of 7 Bushels of Anaheim Peppers Harvested Per Hour.
	Incentive: Harvest Anaheim Peppers	\$ 00 . 50	Piece Rate	Per 1/2 Bushel (Equivalent to \$0.63 per 5 Gallon Bucket). Production Standard of 14 Half (1/2) Bushels of Anaheim Peppers Harvested Per Hour.
	Incentive: Harvest Anaheim Peppers	\$ 00 . 63	Piece Rate	Per 5 Gallon Bucket. Production Standard of 11 Five Gallon Buckets of Anaheim Peppers Harvested Per Hour.
	Incentive: Bag Anaheim Peppers	\$ 00 . 40	Piece Rate	Per 12 Bag Box

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
	Incentive: Harvest Cherry Peppers	\$ 02 . 40	Piece Rate	Per Bushel/RPC (Equivalent to \$1.20 per 5 Gallon Bucket). Production Standard of 3 Bushels of Cherry Peppers Harvested Per Hour.
	Incentive: Harvest Cherry Peppers	\$ 01 . 20	Piece Rate	Per 1/2 Bushel (Equivalent to \$1.50 per 5 Gallon Bucket). Production Standard of 6 half (1/2) Bushels of Cherry Peppers Harvested Per Hour.
	Incentive: Harvest Cubanelle Peppers	\$ 00 . 35	Piece Rate	Per 1/2 Bushel (Equivalent to \$0.44 per 5 Gallon Bucket). Production Standard of 20 half (1/2) Bushels of Cubanelle Peppers Harvested Per Hour.
	Incentive: Harvest Cubanelle Peppers	\$ 00 . 44	Piece Rate	Per 5 Gallon Bucket. Production Standard of 16 Five Gallon Bucket of Cubanelle Peppers Harvested Per Hour.
	Incentive: Harvest Finger Hot Peppers	\$ 03 . 50	Piece Rate	Per Bushel/RPC (Equivalent to \$2.19 per 5 Gallon Bucket). Production Standard of 2 Bushels of Finger Hot Peppers Harvested Per Hour.
	Incentive: Harvest Finger Hot Peppers	\$ 01 . 75	Piece Rate	Per 1/2 Bushel (Equivalent to \$2.19 per 5 Gallon Bucket). Production Standard of 4 half (1/2) Bushels of Finger Hot Peppers Harvested Per Hour.
	Incentive: Harvest Hot Finger Peppers	\$ 02 . 19	Piece Rate	Per 5 Gallon Bucket. Production Standard of 3 Five Gallon Buckets of Finger Hot Peppers Harvested Per Hour.
	Incentive: Harvest Hungarian Wax Peppers	\$ 01 . 39	Piece Rate	Per Bushel/RPC (Equivalent to \$1.25 per 5 Gallon Bucket). (Equivalent to \$25.00 Per 18 Bushel Bin). Production Standard of 5 Bushels of Hungarian Wax Peppers Harvested Per Hour.
	Incentive: Harvest Hungarian Wax Peppers	\$ 00 . 69	Piece Rate	Per 1/2 Bushel (Equivalent to \$1.25 per 5 Gallon Bucket). (Equivalent to \$25.00 per 18 Bushel Bin). Production Standard of 20 half (1/2) Bushels of Hungarian Wax Peppers Harvested Per Hour.
	Incentive: Harvest Hungarian Wax Peppers	\$ 01 . 25	Piece Rate	Per 5 Gallon Bucket. (Equivalent to \$25.00 Per 18 Bushel Bin). Production Standard of 5 Five Gallon Buckets of Hungarian Wax Peppers Harvested Per Hour.

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
	Incentive: Harvest Long Hot Peppers	\$ 01 . 00	Piece Rate	Per Bushel/RPC (Equivalent to \$0.63 per 5 Gallon Bucket). Production Standard of 7 Bushels of Long Hot Peppers Harvested Per Hour.
	Incentive: Long Hot Peppers	\$ 00 . 50	Piece Rate	Per 1/2 Bushel (Equivalent to \$0.63 per 5 Gallon Bucket). Production Standard of 14 half (1/2) Bushels of Long Hot Peppers Harvested Per Hour.
	Incentive: Harvest Long Hot Peppers	\$ 00 . 63	Piece Rate	Per 5 Gallon Bucket. Production Standard of 11 Five Gallon Buckets of Long Hot Peppers Harvested Per Hour.
	Incentive: Harvest Poblano Peppers	\$ 00 . 70	Piece Rate	Per 1/2 Bushel (Equivalent \$25.00 per 18 Bushel/Bin). Production Standard of 14 half (1/2) Bushel of Poblano Peppers Harvested Per Hour.
	Incentive: Harvest Poblano Pepper	\$ 00 . 75	Piece Rate	Per 5 Gallon Bucket (Equivalent to \$25.00 per 18 Bushel Bin). Production Standard of 15 half (1/2) Bushels of Pablano Peppers Harvested Per Hour.
	Incentive: Bag Poblano Peppers	\$ 00 . 35	Piece Rate	Per 12 Bag Box
	Incentive: Harvest Serrano Pepper	\$ 03 . 00	Piece Rate	Per Bushel /RPC ( Equivalent to \$1.88 Per 5 Gallon Bucket). Production Standard of 2 Bushels of Serrano Peppers Harvested Per Hour.
	Incentive: Harvest Serrano Pepper	\$ 01 . 50	Piece Rate	Per 1/2 Bushel. (Equivalent to \$1.88 per 5 Gallon Bucket). Production Standard of 4 half (1/2) Bushels of Serrano Peppers Harvested Per Hour.
	Incentive: Serrano Pepper	\$ 01 . 88	Piece Rate	Per 5 Gallon Bucket. Production Standard of 3 Five Gallon Buckets of Serrano Peppers Harvested Per Hour.
	Incentive: Harvest Shishito Pepper	\$ 03 . 00	Piece Rate	Per Bushel/RPC (Equivalent to \$1.88 per 5 Gallon Bucket).



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
	Incentive: Harvest Shishito Pepper	\$ 01 . 50	Piece Rate	Per 1/2 Bushel (Equivalent to \$1.88 per 5 Gallon Bucket).
	Incentive: Harvest Shishito Pepper	\$ 01 . 88	Piece Rate	Per 5 Gallon Bucket
	Incentive: Harvest Sweet China Peppers	\$ 00 . 70	Piece Rate	Per Bushel/RPC (Equivalent to \$0.44 Per 5 Gallon Bucket). Production Standard of 10 Bushels of Sweet China Peppers Harvested Per Hour.
	Incentive: Harvest Sweet China Peppers	\$ 00 . 35	Piece Rate	Per 1/2 Bushel (Equivalent to \$0.44 per 5 Gallon Bucket). Production Standard of 20 1/2 Bushels of Sweet China Peppers Harvested Per Hour.
	Incentive: Harvest Sweet China Peppers	\$ 00 . 44	Piece Rate	Per 5 Gallon Bucket. Production Standard of 16 Five Gallon Buckets of Sweet China Peppers Harvested Per Hour.
	Incentive: Harvest Habanero Pepper	\$ 02 . 40	Piece Rate	Per Bushel/RPC (Equivalent to \$1.50 per 5 Gallon Bucket). Production Standard of 3 Bushels of Habanero Peppers Harvested Per Hour.
	Incentive: Harvest Habanero Pepper	\$ 01 . 20	Piece Rate	Per 1/2 Bushel (Equivalent to \$1.00 Per 5 Gallon Bucket). Production Standard of 6 1/2 Bushels of Habanero Peppers Harvested Per Hour.
	Incentive: Harvest Habanero Pepper	\$ 01 . 50	Piece Rate	Per 5 Gallon Bucket. Production Standard of 4 Five Gallon Buckets of Habanero Peppers Harvested Per Hour.
	Incentive: Harvest Jalapeno Pepper	\$ 02 . 50	Piece Rate	Per Bushel/RPC (Equivalent to \$1.50 per 5 Gallon Bucket). Production Standard of 2 Bushels of Jalapeno Peppers Harvested Per Hour.
	Incentive: String Hot Pepper (4 String)	\$ 00 . 60	Piece Rate	Per 100 Ft. Row



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
	Incentive: Unstring Hot Pepper	\$ 00 . 40	Piece Rate	Per 100 Ft. Row
	Incentive: Harvest Mini Sweet Peppers	\$ 03 . 50	Piece Rate	Per RPC
	Incentive: Pack Mini Sweet Peppers Into 1 LB. Bags	\$ 00 . 40	Piece Rate	Per 12 Bags
	Incentive: Pack Mini Sweet Peppers Int 8 Oz. Bags	\$ 00 . 25	Piece Rate	Per 12 Bags
	Incentive: Pack Mini Sweet Peppers Into 1 LB. Bags	\$ 00 . 50	Piece Rate	Per 18 Bags
	Incentive: Harvest Eggplant	\$ 00 . 50	Piece Rate	Per 7 Gallon Bucket/RPC. Production Standard of 15 Seven Gallon Buckets of Eggplant Harvested Per Hour.
	Incentive: String Eggplants (2 String)	\$ 00 . 55	Piece Rate	Per 100 Ft. Row
	Incentive: Unstring Eggplant	\$ 00 . 60	Piece Rate	Per 100 Ft. Row
	Incentive: Pack Eggplant	\$ 00 . 23	Piece Rate	Per RPC/DRC/Bushel Box
	Incentive: Pack Eggplant	\$ 00 . 05	Piece Rate	Per 1/2 Bushel Box



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
	Incentive: Pick and Pack Round and Roma Tomatoes In Field	\$ 01 . 50	Piece Rate	Per 25 LB. Box
	Incentive: Harvest Jalapeno Pepper	\$ 02 . 50	Piece Rate	Per RPC/ 1 1/9 BUSHEL
	Incentive: Harvest Jalapeno Pepper	\$ 01 . 50	Piece Rate	Per 5 Gallon Bucket. Production Standard of 4 Five Gallon Bucket of Jalapeno Pepper Harvested Per Hour.
	Incentive: Bagged Jalapeno Pepper	\$ 00 . 50	Piece Rate	Per 18 Bag Box
	Incentive: String Bell Pepper (6 String)	\$ 00 . 70	Piece Rate	Per 100 Ft. Row
	Incentive: Cucumber-String Behind Old Pepper	\$ 00 . 45	Piece Rate	Per 100 Ft. Row
	Incentive: Harvest Bell Pepper	\$ 01 . 50	Piece Rate	RPC, DRC, 1 1/9 BUSHEL
	Incentive: Harvest Poblano Peppers	\$ 01 . 50	Piece Rate	Per 1 1/9 Bushel/RPC (Equivalent to \$25.00 per 18 Bushel Bin). Production Standard of 7 Bushels of Poblano Peppers Harvested Per Hour.
	Incentive: Harvest Jalapeno Pepper	\$ 02 . 67	Piece Rate	Per Bushel/RPC (Equivalent to \$1.50 per 5 Gallon Bucket). Production standard of 2 Bushels of Jalapeno Peppers Harvested Per Hour.
	Incentive: Harvest Jalapeno Pepper	\$ 01 . 20	Piece Rate	Per 1/2 Bushel/RPC (Equivalent to \$1.50 per 5 Gallon Bucket). Production standard 4- 1/2 Bushels of Jalapeno Peppers Harvested Per Hour.



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
	Incentive: Harvest Yellow Squash	\$ 01 . 75	Piece Rate	Per RPC
	Incentive: Harvest Cherry Peppers	\$ 01 . 50	Piece Rate	Production standard of 4-five gallon buckets of cherry peppers harvested per hour.
	Incentive: Harvest Cubanelle Peppers	\$ 01 . 00	Piece Rate	Per 1 1/9 Bushel/RPC (Equivalent to \$0.44 per 5 Gallon Bucket). Production Standard of 10 Bushels of Cubanelle Peppers Harvested Per Hour.
	Incentive: Harvest Tomatillos	\$ 01 . 75	Piece Rate	Per Bushel/RPC
	Incentive: Serrano	\$ 02 . 50	Piece Rate	RPC/ 1 1/9 Bushel
	Field Work	\$ 12 . 96	Hour	
	Incentive: Harvest Cucumber	\$ 00 . 50	Piece Rate	Per 5 Gallon Bucket. Production standard of 14 Five Gallon Buckets of cucumbers harvested per hour.
		\$ .		
		\$ .		
		\$ .		



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

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Henderson Farms	UNNUMBERED WASH PELFREY RD. EVENSVILLE, Tennessee 37332 RHEA	NONE	7/1/2022	11/15/2022	110
Henderson Farms	UNNUMBERED DUNN CEMETERY RD. EVENSVILLE, Tennessee 37332 RHEA	NONE	7/1/2022	11/15/2022	110
Henderson Farms	UNNUMBERED OLD HWY. 28 PIKEVILLE, Tennessee 37367 BLED SOE	NONE	7/1/2022	11/15/2022	110
Henderson Farms	UNNUMBERED SUMMER CITY RD. PIKEVILLE, Tennessee 37367 BLED SOE	NONE	7/1/2022	11/15/2022	110
Henderson Farms	494 LIBERTY HILL RD. EVENSVILLE, Tennessee 37332 RHEA	NONE	7/1/2022	11/15/2022	110
Henderson Farms	UNNUMBERED BILL VAUGHN RD. EVENSVILLE, Tennessee 37332 RHEA	NONE	7/1/2022	11/15/2022	110
Henderson Farms	100 LIBERTY HILL RD. EVENSVILLE, Tennessee 37332 RHEA	NONE	7/1/2022	11/15/2022	110
Henderson Farms	UNNUMBERED NELSON HARRIS RD. EVENSVILLE, Tennessee 37332 RHEA	NONE	7/1/2022	11/15/2022	110
Henderson Farms	UNNUMBERED NELSON HARRIS RD. EVENSVILLE, Tennessee 37332 RHEA	NONE	7/1/2022	11/15/2022	110
Henderson Farms	450 DUNN CEMETERY RD. EVENSVILLE, Tennessee 37332 RHEA	NONE	7/1/2022	11/15/2022	110



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 §
Henderson Farms	UNNUMBERED NELSON HARRIS RD. EVENSVILLE, Tennessee 37332 DUEA	NONE	7/1/2022	11/15/2022	110
HENDERSON FARMS	UNNUMBERED NELSON HARRIS RD. EVENSVILLE, Tennessee 37332 DUEA		7/1/2022	11/15/2022	110





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

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

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> The worker will perform job duties as assigned by supervisor. They will vary from time to time depending on crop ripening and weather. The vegetable season is temporary and will last from July to November.  Pepper and Jalapeno Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row carrying a harvesting bucket, bend down and look for the ripe peppers, gently twist them off the bush and place them in the harvesting bucket or in plastic bags. The worker then takes the full bucket or full boxes of peppers over to the loading truck and hands it to the truck loader to dump the bucket into large plastic bins or to place on the truck. The empty bucket is given back or a new box to the worker and the process is started again.  Cucumber & Pickling Cucumber Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row carrying a harvesting bucket or box and bend down and look for the ripe cucumbers, gently twist them off the vine and place them in the harvesting bucket or box. Some cucumber may be put in plastic bags or cartons before it is packed in the box. The worker then takes the full bucket or box of cucumbers over to the loading truck and hands it to the truck loader to dump the bucket into large plastic bins or to leave the full boxes on the truck. The empty bucket or box is given back to the worker and the process is started again.  Squash, Hard Squash, and Eggplant Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row carrying a harvesting box, bend down and look for the ripe squash or eggplant and cut the crop off the vine with a knife and place them in the harvesting box. The squash may be bagged before being placed in the box. The worker then takes the full box of squash or eggplant to the loading truck. An empty box is given back to the worker and the process is started again.  Cabbage Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row, bend down and look for the ripe cabbage and cut the crop off the plant with a knife and place them in packing cardboard box. The Cabbage and lettuce may be wrapped in plastic wrap before being placed in box. The worker then takes the full box to the loader on the loading truck. They are given an empty box and the process is started again.  Tomato Hand Harvesting-In order to perform this kind of work, the worker must be able to walk down the field row, bend down, and look for the ripe tomatoes and cut the crop off the plant by twisting and pulling. The tomato is then placed in boxes. The workers take the full box to the loader on the loading truck. They take the box and give the worker an empty box and the process is started again.  Tomatillo Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row, bend down and look for the ripe tomatillo crop that has grown out of its husk and cut the crop off the plant by using a twisting and pulling motion. The tomatillo is then placed in bags and the bags are placed in a box. The worker then takes the full box to the loader on the loading truck. They take the box and give the worker an empty box and process is started again.  Field Drivers-The field drivers will drive the farm vehicles out to the field where the field workers who are harvesting the crops will load the crops on to the bus until full. They will then drive the fully loaded farm vehicles back to the packing shed where the packing shed workers will unload them onto a belt. The process is then repeated again.  Equipment and Vehicle Operation-The workers may need to drive and/or operate various agricultural farm equipment and vehicles to perform the work on the farm such as field trucks, tractors, and forklifts. The workers must use safety and precaution when using agricultural farm equipment and vehicles.			

b. Job Offer Information 2

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> After the worker has completed 50% of the work period, the employer will reimburse the worker for the cost of transportation and subsistence expenses of at least \$14.00 per day with no receipts and a maximum of \$59.00 per day with receipts. This covers the cost from the place of recruitment to the place of employment. Upon completion of the work contract the employer will pay reasonable costs of return including transportation and subsistence from place of employment to place of recruitment.			



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

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

c. Job Offer Information 3

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Housing Rules
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>1. The home should be used only for living purposes not for business.</p> <p>2. Residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home.</p> <p>3. Only employees of S. Sanchez Harvesting, Inc. will be allowed to live in the employer provided housing. Overnight guests are not permitted.</p> <p>4. Keep the residence in good working condition. Workers will be liable for cost to repair damage purposely caused by them that is not considered normal wear and tear.</p> <p>5. The home shall be kept clean and free of any garbage inside and outside.</p> <p>6. Garbage shall be disposed of properly in provided receptacles and shall be taken out to the roadside on trash days.</p> <p>7. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains, such as toilets, showers, bathtubs, and sinks.</p> <p>8. All members will participate in keeping the house clean of common areas such as living room, bathroom, and dining room. Each worker is responsible for keeping their bedroom assigned area clean. Assigned house duties are to be completed on a weekly basis. If house and/or assigned bedroom area is not kept clean, a house cleaning service will be hired to do the cleaning at the expense of the worker(s).</p> <p>9. All appliances and power cords shall be turned off or unplugged when not in use. This includes but is not limited to air conditioners and cell phone chargers.</p> <p>10. Do not remove screens from windows and doors.</p> <p>11. Do not cover or remove fire alarms and fire extinguishers.</p> <p>12. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other resident's privacy, use, and quiet enjoyment of their homes or neighboring homes, at any time.</p> <p>13. Noise and Disturbances: Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and neighboring homes. Reasonable quiet enjoyment of their homes must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the time period specified in any applicable local by-law or ordinance.</p> <p>14. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the residence. The use of fireworks in the residence is prohibited.</p> <p>15. No illegal drug use will be permitted on the property.</p> <p>16. No drinking alcoholic beverages inside the living facility.</p>			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - undefined
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Field Work- During the contract, the worker will prepare the fields for planting. This will consist of putting down ground cloth, digging trenches, putting down irrigation, planting, weeding, and other miscellaneous work. Once some of the crops begin to grow they may require stringing and unstringing the vine or bushes by placing down stakes or hanging overhead wires and tying string from stake to stake or from wire to base of plant and then securing the vine or bush around the twine to help keep it off the ground. Other crops may require netting and un-netting the vine or bush by placing a net by crop and tying twine from plant to net to secure the crop and not let it touch the ground. At the end of the harvesting season the workers will remove the stakes, netting and twine.</p> <p>Planting- The worker will go down the fields carrying trays of transplants or seeds and plant them individually in the prepared planting bed by bending down and planting the transplants in the ground. This process will be repeated until all planting has been completed.</p> <p>The worker must be able to work outside for 7 hours a day in all kinds of weather including, but not limited to extreme cold and hot conditions, direct sunlight, and rain. Workers must have the required physical strength and endurance to repeat the process rapidly and skillfully involved in this type of work. Workers will perform prolonged walking, bending, stooping, reaching, pushing, pulling, lifting, and carrying 0-75 lbs. Due to the nature of this type of work, there will be a Probationary Period of six (6) days beginning on the first day of employment for the employee to acclimate to the job specifications listed under the Job Descriptions and Requirements. The worker will be given specific instructions as to how to properly perform the work specified in the Job Description and Requirements Section on the first day of work. Workers who do not perform the work as specified, may be terminated.</p> <p>The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.</p> <p>Sanitary Requirements-All workers are required to practice common sanitary requirements at all times for food and general personal safety purposes. This is particularly critical when harvesting crops by hand for human consumption. Employees should clean their hands by washing them thoroughly with soap and water after using the restroom and before entering the fields for harvest activities or the packing facility for packing operations. he workers must meet sanitation requirements. Any worker who willfully ignores the sanitation requirements will be terminated from their job.</p> <p>Workers may be asked to serve as team leaders and/or work in groups. The piece rate earnings for work performed in groups will be divided amongst group members.</p>			



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

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

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - A.8A. Job Duties (Continued)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All passengers must be seated and practice safety and precaution. The passengers must wait to exit the agricultural farm equipment and vehicles when the driver comes to a complete stop and gets off the vehicle. The workers will keep the agricultural farm equipment and vehicles free of trash. Only properly licensed drivers will be permitted to operate the agricultural farm equipment and vehicles. Workers must take care to operate all equipment safely and follow all safety requirements outlined by the employer.</p> <p>All of the crop harvesting, packing, and transporting labor are performed on the farms specifically in the work-sites listed on the application and itinerary and are all a part of the crop farming operation. The field drivers, which are employees of S. Sanchez Harvesting, Inc. are the ones that drive the farm vehicles being used in the field to load the crop and take them to the shed for packing. The packing shed workers are employees of S. Sanchez Harvesting, Inc. The packing shed is located on the farms listed on the harvesting itinerary. The packing of these crops is considered agriculture labor because the work is being done on a farm and the watermelons are a horticultural commodity that must be packed by grade before leaving the farm for selling purposes at the market. The watermelons are in unmanufactured state at the time of packing and all the crops are produced on the farm. S. Sanchez Harvesting, Inc. is the operator of the farms for the time period requested.</p> <p>The following offices will be notified in writing if a worker is terminated from their job: State Workforce Agency, Chicago National Processing Center, and U.S. Citizenship &amp; Immigration Services.</p> <p>The worker will be disciplined and/or terminated from the job if the worker: 1. Refuses to do the work or intentionally does not do the work correctly for which he/she was contracted to do, without just cause. 2. Misbehaves, commits serious acts, or repeatedly violates work rules. 3. Threatens, harasses, or intimidates any person at the worksite, transportation, or employee housing. 4. voluntarily abandons the job with our without prior notice five (5)consecutive unjustified absences) 5. Falsifies any work related document or is found guilty of identity theft. 6. Fails or refuses to take a Drug Test. Furthermore, the worker may be terminated if the employer finds a criminal conviction record of the employer or if the worker is found to be a registered sex offender and either present a threat to the safety and living conditions of the other workers.</p> <p>Reporting Concerns and Complaints-Any concerns or complaints should be reported verbally and in writing to the supervisor and/or the employer in order to be addressed and resolved. Complaints regarding bullying and harassment will be taken serious and fully investigated. There will be Zero Tolerance for Bullying and Harassment. Any worker found guilty of Sexual Harassment will be terminated immediately.</p> <p>The workers are prohibited from taking any kind of payments from other workers including but not limited to: bribes, recruiting fees, attorney fees, processing fees, placement fees, or any other type of fee or service.</p>			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will pay \$14.00 per day with no receipts and up to \$59.00 per day with receipts. This is true, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer, who agrees to pay such costs. In this case the employer will only pay for transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.</p>			



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

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

g. Job Offer Information 7

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.8B. WAGE OFFER
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * All domestic and foreign labor seasonal agricultural workers employed pursuant to this work order may be compensated above the indicated hourly wage rate. This is not promised or guaranteed. The decision to pay above the indicated rates will be made by the employer, in its sole discretion, and will be based on factors such as performance and tenure of the beneficiaries.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - WORK RULES
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Failure to respect the Work Rules can cause you to be fired from your job. 1. The worker must comply with the work for which he was hired following the specifications of the employer or supervisor. 2. No excessive absences or tardies are allowed. Workers must report to work during work hours and be ready to work. Workers are not allowed to start work before the indicated time or work later than the time indicated by the supervisor or employer. 3. The worker is not allowed to take breaks not authorized by the supervisor or employer. 4. The worker is not allowed to leave the workplace without permission from the supervisor or employer. 5. The use of any type of weapons, firearms, and fireworks will not be allowed: The discharge of weapons, firearms, paint guns or pistols, and fireworks in the workplace and surrounding property is prohibited in work transportation. 6. Illegal drug use will not be allowed in the workplace and surrounding property and on work transportation. 7. The consumption of alcoholic beverages will not be allowed in the workplace and surrounding property and in work transportation. 8. The use of the cell phone is not allowed during work hours unless it is in the position of Supervisor or allowed by the employer. 9. No jewelry is allowed during work hours. 10. Open-toe shoes, sandals, or sandals are not to be worn during work hours. They should wear closed shoes that protect their feet. 11. No person who is not an employee of Sunstate Harvesters, Inc. is allowed to enter the workplace, or the company's vehicles or machinery. 12. Misbehavior, bullying, or harassment is not allowed. 13. No fighting or horse play will be permitted at the worksite or employer transportation.			



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

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

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - WORK RULES
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Failure to respect the Work Rules can cause you to be fired from your job.</p> <p>1. The worker must comply with the work for which he was hired following the specifications of the employer or supervisor.</p> <p>2. No excessive absences or tardies are allowed. Workers must report to work during work hours and be ready to work. Workers are not allowed to start work before the indicated time or work later than the time indicated by the supervisor or employer.</p> <p>3. The worker is not allowed to take breaks not authorized by the supervisor or employer.</p> <p>4. The worker is not allowed to leave the workplace without permission from the supervisor or employer.</p> <p>5. The use of any type of weapons, firearms, and fireworks will not be allowed: The discharge of weapons, firearms, paint guns or pistols, and fireworks in the workplace and surrounding property is prohibited in work transportation.</p> <p>6. Illegal drug use will not be allowed in the workplace and surrounding property and on work transportation.</p> <p>7. The consumption of alcoholic beverages will not be allowed in the workplace and surrounding property and in work transportation.</p> <p>8. The use of the cell phone is not allowed during work hours unless it is in the position of Supervisor or allowed by the employer.</p> <p>9. No jewelry is allowed during work hours.</p> <p>10. Open-toe shoes, sandals, or sandals are not to be worn during work hours. They should wear closed shoes that protect their feet.</p> <p>11. No person who is not an employee of S. Sanchez Harvesting, Inc. is allowed to enter the workplace, or the company's vehicles or machinery.</p> <p>12. Misbehavior, bullying, or harassment is not allowed.</p> <p>13. No fighting or horse play will be permitted at the worksite or employer transportation.</p>			

j. Job Offer Information 10

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p>			