



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

A. Job Offer Information

1. Job Title * Farm Worker							
2. Workers Needed *		a. Total	b. H-2A	Period of Intended Employment			
		76	76	3. Begin Date * 7/15/2022		4. End Date * 1/15/2023	
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 *	
40	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	0	h. Saturday
						a. 7 : 00	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
						b. 3 : 30	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ 13.89		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *						<input type="checkbox"/> Yes <input checked="" 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):						N/A	
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3. Training: number of <u>months</u> required. *	
0		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 type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>80</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) *			
See Addendum C			

C. Place of Employment Information

1. Address/Location *			
2160 Schochoh Road			
2. City *	3. State *	4. Postal Code *	5. County *
Adairville	Kentucky	42202	Logan
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
Robey Farms' (also referred to herein as "Robey Farms" "Employer" or "Company") headquarters is located at 2160 Schochoh Road, Adairville, Kentucky 42202, telephone: (270) 539-8231. Robey Farms is a fixed-site grower which owns, operates and/or controls its worksites and all agricultural commodities produced at such sites. Robey Farms is not a Farm Labor Contractor.			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
7398 Nashville Rd			
2. City *	3. State *	4. Postal Code *	5. County *
Adairville	Kentucky	42202	Logan
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
House		5	7
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. Robey Farms offers housing located at the following locations in Adairville and Russellville, Kentucky			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)
Employer will furnish free and convenient cooking and kitchen facilities, so workers may prepare their own meals. Kitchens, utilities and cooking and eating utensils will be provided at no cost to occupants of Employer-provided housing. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the Employer-provided housing facilities. No kitchen facilities or meals are provided to workers not occupying Employer-provided housing. The employer will provide transportation to stores at least once a week to assure workers have access to stores for shopping for food and other necessary items at no cost to the worker.

See Addendum C

2. If meals are provided, the employer: *	<input checked="" type="checkbox"/> WILL NOT charge workers for such meals.
	<input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> per day per worker.

F. Transportation and Daily Subsistence

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

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

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

Inbound and Return Transportation: The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.

See Addendum C

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



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G. Referral and Hiring Instructions

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

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

Robey Farms Referral Contact: Ashley Stuart or Adam Robey, (270) 539-8231, 2160 Schochoh Road, Adairville, Kentucky 42202, email address: robeyfarms@logantele.com/ adamrobey@logantele.com. Contacts may be made by telephone, email, or in person on the following days Monday through Friday, between the hours of 7:00 a.m. to 4:00 p.m. All referrals from State Workforce Agencies must be sent to the employer by email and must include referral contact name, phone number, and email address if an email address is available. Telephone or in-person interviews will be at no cost to workers. Directions to our facilities will be provided.

Applicants who express an interest in the employment will be interviewed by telephone or in person. The employer will explain the job description and if the applicant is interested in the job, an application will be provided. There is an orientation on the first day of the job which workers are required to attend.

Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Referring local offices should fully apprise workers of this requirement.

2. Telephone Number to Apply *

+1 (270) 539-8231

3. Email Address to Apply *

robeyfarms@logantele.com

4. Website address (URL) to Apply *

N/A

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No



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

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

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

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

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

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

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

A. Transportation to Place of Employment (Inbound)

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

B. Transportation from Place of Employment (Outbound)

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



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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:

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

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

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Robey	Delmar	L.
4. Title *		
Farmer/Owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		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.

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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 §
Robey Farms	Schochoh Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Duncan Chapel Road Auburn, Kentucky 42206 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Denise Corinth Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Hwy 100 Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Elis Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	B Huffines Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Hall Store Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Hwy 431 Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Bores Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Rodgers Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76

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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 §
Robey Farms	Kirby Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Denise Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Loy Moore Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Roy Orndorff Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Trimble Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Schley Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	State Line Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Stovall Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Conn Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Rouse Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76



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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 §
Robey Farms	Mortermoir Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Beauchamp Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Oakville Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Orndorff Mill Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Allen Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Wheeley Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	C Lawrence Road Olmstead, Kentucky 42265 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Lickskillet Road Olmstead, Kentucky 42265 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Allensville Road Allensville, Kentucky 42204 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Keysburg Road Olmstead, Kentucky 42265 LOGAN		7/15/2022	1/15/2023	76



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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 §
Robey Farms	Wellsland Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Dot Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Barren Plain Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Tyler Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Penrod Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Berea Church Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Stevenson Mill Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Price Mill Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Gossett Hines Road Allensville, Kentucky 42204 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Corinth Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76



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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 §
Robey Farms	Bailey Benton Road Olmstead, Kentucky 42265 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Jouhn Young Road Olmstead, Kentucky 42265 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Watermelon Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Campground Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Hichman Mill Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Dockins Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	James Smith Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Kayler Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Armistead Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Barnes Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76



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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 §
Robey Farms	Miller Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Spring Valley Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Lawrence Road Olmstead, Kentucky 42265 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	J Harper Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Kees Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Green Down Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Beaty Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Jim Soyars Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Logan Mill Road Adairville, Kentucky 42202 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Johnson Young Road Russellville, Kentucky 42276 LOGAN		7/15/2022	1/15/2023	76

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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 §
Robey Farms	P Lawrence Road Olmstead, Kentucky 42265 LOGAN		7/15/2022	1/15/2023	76
Robey Farms	Edison Road Franklin, Kentucky 42134 SIMPSON		7/15/2022	1/15/2023	76
Robey Farms	Hwy 103 Franklin, Kentucky 42134 SIMPSON		7/15/2022	1/15/2023	76
Robey Farms	Hwy 665 Franklin, Kentucky 42134 SIMPSON		7/15/2022	1/15/2023	76
Robey Farms	Gunn Road Springfield, Tennessee 37172 ROBERTSON		7/15/2022	1/15/2023	76
Robey Farms	Hwy 431 Springfield, Tennessee 37172 ROBERTSON		7/15/2022	1/15/2023	76
Robey Farms	James Hallman Road Springfield, Tennessee 37172 ROBERTSON		7/15/2022	1/15/2023	76
Robey Farms	James Roe Road Springfield, Tennessee 37172 ROBERTSON		7/15/2022	1/15/2023	76
Robey Farms	Holland Road Springfield, Tennessee 37172 ROBERTSON		7/15/2022	1/15/2023	76
Robey Farms	Barbee Road Springfield, Tennessee 37172 ROBERTSON		7/15/2022	1/15/2023	76



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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 §
Robey Farms	Hwy 25 Springfield, Tennessee 37172 ROBERTSON		7/15/2022	1/15/2023	76
Robey Farms	Hardisty Road Springfield, Tennessee 37172 ROBERTSON		7/15/2022	1/15/2023	76
Robey Farms	Brick School Road Springfield, Tennessee 37172 ROBERTSON		7/15/2022	1/15/2023	76
Robey Farms	Valley Road Springfield, Tennessee 37172 ROBERTSON		7/15/2022	1/15/2023	76

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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 *
House	612 Stratton Road Russellville , Kentucky 42202 LOGAN		8	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	429 Mortimer Station Road Adairville , Kentucky 42202 LOGAN		6	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	481 Rogers Road Adairville , Kentucky 42202 LOGAN		5	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	1973 Schochoh Road Adairville , Kentucky 42202 LOGAN		5	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	105 Schochoh Road Adairville , Kentucky 42202 LOGAN		5	12	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	7438 Nashville Road Adairville , Kentucky 42202 LOGAN		5	7	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	743 Roy Orndorff Road Adairville , Kentucky 42202 LOGAN		8	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	7398 Nashville Rd Adairville , Kentucky 42202 LOGAN		5	7	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * <small>Workers will be required to perform a variety of duties related to the production of row crops (hay/straw, corn, beans, wheat, alfalfa, and barley) and tobacco, and livestock.</small> Diversified crops: corn, beans, wheat, alfalfa and barley <ul style="list-style-type: none">• Fill planters with seed from bags by hand.• Use equipment to plant seeds.• Load and unload seed bags from trucks.• Transport harvested crops for storage.• Clean and prepare equipment and tools.• Prepare fields for next crop. Diversified crops: hay/straw <ul style="list-style-type: none">• Clip and mow hay fields.• Use equipment to rake and bale hay.• Pick up bales and place on wagons or trucks.• Place bales in sheds and barns for storage.• Clean and prepare fields for next crop.• Cultivate and seed fields for next crop.• Move rolled hay with equipment to storage or shipping locations. Tobacco <ul style="list-style-type: none">• Participate in a safety meeting and Good Agricultural Practices (GAP) training.• Transport transplants to the field.• Prepare soil for tobacco transplanting.• Maintain and service tobacco transplanting equipment.• Transplant tobacco and monitor plant spacing and depth.• Replace any missing or problem tobacco transplants.• Prepare, maintain and operate cultivation equipment.• Manually hoe tobacco ground of any grass or broad leaf weeds.• Top tobacco at proper leaf count.• Apply sucker control material.• Maintain and operate irrigation equipment.• Train for safety and harvest of tobacco.• Cut tobacco and put it on sticks, careful not to break or sun burn tobacco.• Load tobacco onto outside frame and cover with shade cloth.• Load tobacco onto trailers for transport to tobacco curing barns.• House tobacco in curing barns with correct stick spacing.• Remove tobacco from curing barns 45 to 80 days after housing. Tobacco must be in cure or correct moisture content and inspected for proper curing.• Load and transport tobacco to tobacco processing facility.			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (up to 3,500 characters) * Authorized Deductions: The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable, i.e., Logan County, Kentucky has a county payroll tax program in place in which workers will be required to allow withholding of this tax from payroll checks (this in accordance with local county laws); recovery of any loss to the Company due to damage or loss of equipment/tools; housing or furnishings (beyond normal wear and tear) caused by the worker (if any); medical insurance payments, if applicable; and deductions expressly authorized by the worker in writing (i.e. advances or loan repayments, if any). No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) *			
General Requirements No previous experience is required. However, workers must be able to lift at least 60 but up to 80 lbs up to 4 ft for extended periods. Cannot be color blind due to the need to distinguish colors of crops, must be able to use both hands, able to use shears and other agricultural tools. No smoking, illegal drugs, alcohol, or weapons of any sort are allowed in the dormitories or work fields. Workers must be able to physically perform the work stated herein. Work is performed outdoors in open fields and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal field environment. Temperatures can range from 30 degrees F to over 100 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described. See Addendum C			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (up to 3,500 characters) *			
Daily Transportation: Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company will also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick-up points to and from the daily work site. The use of this transportation is voluntary. See Addendum C			



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Additional Inbound/Outbound Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For workers who complete 50 percent of the work period, the Company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the employer which is the place of recruitment, Baja California, Guanajuato, and Michoacán, Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.</p> <p>Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e. if an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)</p> <p>Inbound: The employer will provide bus transportation from the place of recruitment to the consulate, at no cost to the employee. Robey Farms will provide bus transportation from the point of entry to Kentucky (the place of employment), at no cost to the employee. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite.</p> <p>Outbound: The employer will provide bus transportation from Kentucky (place of employment) to the border and provide employees with outbound subsistence in order for the employees to return to the place of recruitment in Mexico, at no cost to the employee. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.</p>			

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Daily Transportation Information I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. All transportation to and from the daily work site is offered solely for the convenience of the workers and is strictly voluntary. No worker is required to use such transportation. Such voluntary transportation will include company-provided vehicles and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use. Workers are free to provide their own transportation to and from the daily work site.</p> <p>Workers who commute daily have the option to drive their own vehicles to the work site or come to pre-designated pickup point to ride free bus transportation to and from the work site. The pre-designated pickup points are located at the following housing locations:</p> <p>7398 Nashville Rd, Adairville, KY 42202 612 Stratton Road, Russellville, KY 42202 429 Mortimer Station Road, Adairville, KY 42202 481 Rogers Road, Adairville, KY 42202 1973 Schochoh Road, Adairville, KY 42202 105 Schochoh Road, Adairville, KY 42202 7438 Nashville Road, Adairville, KY 42202 743 Roy Orndorff Road, Adairville, KY 42202</p> <p>Workers living in Company provided housing will be provided free transportation to and from the company-provided housing and the work site. The Employer may utilize the services of a carpool/van service. Workers who choose to utilize the vanpool will not be charged for such use.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Qualifications I
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>This work may entail exposure to plant pollens, insects and noxious plants, and to fields and plant materials, which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times.</p> <p>Workers must stand, walk, sit, crouch, bend, stoop, reach, lift and carry items weighing up to 60-80 pounds in the course of performing required activities and work outdoors for up to 8 hours per day. Instruction, training and general supervision will be provided by the farm operator or a designated employee. However, the worker must perform required duties without close supervision and listen to, understand and follow simple instructions of the employer or supervisor.</p> <p>Workers are expected to assist in maintaining work areas and company property in a neat and clean condition by not littering. Lunch must be eaten in the assigned area(s) away from the field.</p> <p>Daily individual work assignments will be made by, and at the sole discretion of, the employer as the needs of the operation dictate. Workers must perform the assigned work and work at the assigned field work site and may not switch assignments without the specific authorization of a company supervisor. Workers may be re-assigned to a different field site at various times during the work day and/or on different days.</p> <p>Workers will be expected to comply with all provisions of this Clearance Order and the employer's work rules and policies, and to perform any and all assigned tasks in a workmanlike and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures.</p> <p>All safety rules and instructions must be meticulously observed throughout the work day. All Employer rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with Company policies and/or meet expectations will result in application of specified disciplinary procedures, up to and including termination.</p> <p>Employees must not report for work, enter the work site or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform service, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Employer may require the worker to submit to a drug test post-employment at the employer's expense upon the occurrence of a reportable accident or upon reasonable suspicion.</p> <p>Drug Screening is post-offer, post hire, can be random and at no cost to the employee.</p>			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Offered Wage
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Offered Wage: Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will pay the hourly rate of \$13.89 per hour (unless the wage methodology is changed by government or legal action). Higher or different wage rates may apply during contract period based on market conditions and/or job/crop activity, but no less than the required wage rate. Employer assures that the required wage rate will be paid at the time that the work is performed. Employer may pay a lower AEWR or prevailing hourly or piece rate as long as such rate remains the highest of the above rates at the time that the work is performed.</p> <p>If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease or there is a "No Finding", employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.</p> <p>Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Hours
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The normal workweek is 8 hours per day, Monday through Friday (40 hours per week). The worker may be requested, but not required, to work on Saturday, Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. Workers will be given an unpaid lunch break of 30 minutes and no less than two paid 10-minute work breaks are provided; on workdays of less than 5 hours, no lunch break will be provided.</p> <p>The normal workday starts at 7:00 a.m. and end time is 3:30 p.m . (Start and end times may vary depending upon weather and crops.)</p> <p>The work described in this Clearance Order is regular, full-time work requiring all workers to be available for work on a daily basis. This is not "day work". Tardiness and/or unexcused absences will not be tolerated and will result in disciplinary action as set forth in the employer's employment policies.</p> <p>All workers not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information will be used to notify the worker not to report to work due to inclement weather or when work is not available or to notify the worker of any change in the worker's daily work schedule, or for any other reason.</p>			

j. Job Offer Information 10

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Housing Information I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All housing locations are owned by the employer. Each worker will be provided with their own bed. Robey Farms housing contains laundry facilities that on site and are at no cost to workers. Each house contains a full and furnished kitchen facility for workers to prepare their own meals.</p> <p>Housing is offered to workers only. No housing will be provided to non-workers. Housing will be clean and meet applicable Federal Housing Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor). Failure to comply with these rules may result in disciplinary action, up to and including removal from the housing and termination of employment.</p> <p>Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer. Common areas of the housing may be shared with male workers.</p> <p>Family Housing: As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is our understanding that it is not the practice in Logan County to provide family housing.</p> <p>Workers may be reached at the following address and phone number: ADDRESS: 2160 Schochoh Road, Adairville, Kentucky 42202 PHONE: (270) 539-8231</p> <p>The following provisions apply to workers occupying employer-provided housing: Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The employer assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered daily transportation to and from the work site and must provide or arrange their own transportation.</p> <p>Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.</p> <p>No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all times. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Housing Information II
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful, dishonest, or gross negligent action resulting to damage to housing or furnishings.			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workers' Compensation Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers' Compensation: Employer will provide workers' compensation in compliance with State law covering injury and disease arising out of and in the course of employment. If employment is not covered by or is exempt from State law, employer will provide, at no cost to the worker, workers' compensation providing benefits at least equal to those under State law or other comparable employment. Due to the need to renew Workman's Compensation Insurance each and every year, the policy may expire within the contract period requested. If employer's Workman's Compensation policy should expire during the certified contract period, employer agrees to renew the policy on or before the expiration date and maintain Workman's Compensation coverage for H-2A employees, and employees in corresponding employment, throughout the certified contract period. Robey Farms is insured by Kentucky Employers Mutual Insurance, Policy Number 332640. This policy is in effect December 23, 2021 and expired December 23, 2022. Robey Farms will timely renew the policy throughout the contract period.			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Terminations
3. Details of Material Term or Condition (up to 3,500 characters) * TERMINATIONS: The employer or its agent may terminate the worker with notification to the Department of Labor (if applicable) if the worker: (a) fails to complete or refuses to carry out work as assigned (including unexcused absences from work); (b) fails to work in accordance with the terms of this clearance order; (c) commits an act of misconduct; (d) commits a violation of the laws of the United States, the State or the local jurisdiction; (e) tests positive or fails to comply with the employer's current drug testing policy. Employer required drug testing, post-employment, will be completed at no charge to the worker.			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Training & Production Standards
3. Details of Material Term or Condition (up to 3,500 characters) * TRAINING AND PRODUCTION STANDARDS: Workers will be trained for two days (16 hours) from the initial date of employment. After training, workers will be expected to operate the corn planter at the highest speed that would insure the seed is planted at the proper depth based upon conditions of the ground. Additionally, a crew of 6 men will need to place 400 bales of straw in storage per hour. Tobacco workers must lift 60-80 lbs up to 4 ft for extended periods.			



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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Covid Precautions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>To the extent consistent: All federal, state and local COVID 19 requirements and guidelines will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination.</p> <p>Weekly transport into town for shopping will be subject to approval by the local public health departments COVID 19 requirements and are subject to change per federal, state, and local COVID 19 guidelines.</p> <p>Housing: Isolation/self-quarantine housing will be available on or off-site. Alternative emergency housing may be coordinated through the county's emergency services at the time of need if on site isolation/quarantine housing is filled to capacity.</p> <p>There will be no charge for any alternative COVID 19 housing and meals will be brought to the self-quarantined employee three times per day, seven days per week.</p> <p>COVID-19 Testing and Vaccinations: Employer will provide transportation, aid in the coordination of vaccinations for employees, and pay for the employees for time to receive vaccinations. Non-vaccinated employees will be required to obtain regular mandatory testing. COVID testing MAY be required of any persons who are having COVID symptoms. Further, vaccines may be required by the U.S. government in order to enter the United States by land or air. The employer is encouraging workers to receive COVID-19 vaccinations, but such vaccinations are not mandatory.</p>			

p. Job Offer Information 16

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Arrival/Departure Record
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Arrival/Departure Records</p> <p>Employees permit the employer and/or employer's agents to access electronically-issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections.</p> <p>REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Pay Period Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Pay Periods: Workers will be paid once each week by check.			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Itinerary
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Work will be performed simultaneously at all worksites throughout the contract period, July 15, 2022 through January 15, 2023.			