



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

**A. Job Offer Information**

1. Job Title * Ag Equipment Operator							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	15	15	3. Begin Date * 7/15/2022	4. End Date * 10/15/2022			
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 *
50	a. Total Hours	8.34	c. Monday	8.33	e. Wednesday	8.33	g. Friday
0	b. Sunday	8.33	d. Tuesday	8.33	f. Thursday	8.34	h. Saturday
							a. 8 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 5 : 00 <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.) Job requires the operation of self-propelled custom class harvesting machines and tractors to harvest a variety of grain and foraging crops; adjusting the speed of cutters, blowers, conveyors, and height of cutting heads using hand tools; changing cutting heads as appropriate for crops; performing mechanical repair, maintenance, and regular service of machinery; blowing out radiators when temps rise; driving heavy trucks to transport crops to elevators or storage facilities; and driving trucks to transport harvesting equipment between work locations. Manual labor in the form of pressure washing and tire cutting, moving, and changing while machines are in fields will also be required. Daily duties may vary depending on crop, weather, and field conditions. Pay increase or bonus may be possible depending on experience and merit.							
8b. Wage Offer *		8c. Per *	8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$		
\$ 16.47		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$				
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 type="checkbox"/> Weekly <input checked="" 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. *	
6		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 checked="" 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 type="checkbox"/> d. Drug screen <input 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? *		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 " <b>NONE</b> " below) *			
Job requires having or being able to obtain a driver's license after 30 days of hire. Basic English literacy and math skills are required. Time spent taking one written license test and one driving test will be considered paid time. Additional testing, if required, will be the workers' expense. Extensive sitting or walking will be required when operating harvesting equipment for multiple hours per day.			

**C. Place of Employment Information**

1. Address/Location *			
46287 209th St			
2. City *	3. State *	4. Postal Code *	5. County *
Volga	South Dakota	57071	Brookings
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 *			
46287 209th St			
2. City *	3. State *	4. Postal Code *	5. County *
Volga	South Dakota	57071	Brookings
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Employer owned housing		3	18
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) *			
From Volga, SD, follow 464th Ave for 2.2 miles. Turn left onto 209th St. In 1.1 miles, you will arrive at the location.			
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 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.)  
The employer will provide, without charge or deposit, free and convenient kitchen and cooking facilities to prepare meals. The workers will be allowed time to drive themselves or will be transported to a store or market to purchase their own food and cooking supplies. The housing contains a refrigerator, stove, oven, and operational sink with hot and cold water under pressure. At the sole discretion of the employer, one meal per day may occasionally be provided to the workers, free of charge, if they are unable to make it to their housing with reasonable time to prepare an evening meal.

2. If meals are provided, the employer: *	<input checked="" type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.
	<input type="checkbox"/> <b>WILL</b> 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.)  
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.)*

Prospective applicants will be considered for employment by contacting the hiring manager and showing proof that they meet the desired qualifications/ experience. Contact Daleena Van Kooten during normal business hours M-F 7am-5pm at (605) 695-9686.

2. Telephone Number to Apply \*

+1 (605) 695-9686

3. Email Address to Apply \*

jndvk@msn.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 \$
Van Kooten	Daleena	
4. Title *		
Owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		5/25/2022

**Employment Service Statement**

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

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

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



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Milo, corn, sorghum, hay	\$ 16 . 47	Hour	SD AEWR for all job duties performed in SD. See itinerary.
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		



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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 §
Van Kooten Ag Service, Inc.	46287 209th St Volga, South Dakota 57071 BROOKINGS		7/15/2022	7/16/2022	15
Joel Koch	21008 484th Ave Elkton, South Dakota 57026 BROOKINGS		7/16/2022	8/15/2022	15
Don Bauman	48324 US-14 Elkton, South Dakota 57026 BROOKINGS		7/16/2022	8/15/2022	15
Dutch Dakota Dairy, LLC	20418 439th Ave Lake Preston, South Dakota 57249 KINGSBURY		7/16/2022	8/15/2022	15
Greg Josephsen	20411 450th Ave Lake Preston, South Dakota 57249 KINGSBURY		7/16/2022	8/15/2022	15
Edelman Farm	18958 429th Ave Willow Lake, South Dakota 57278 CLARK		7/16/2022	8/15/2022	15
Dave Josephsen	20417 Hwy 81 Arlington, South Dakota 57212 KINGSBURY		7/16/2022	8/15/2022	15
Kevin Stormo	19123 US-81 Lake Norden, South Dakota 57248 HAMLIN		7/16/2022	8/15/2022	15
Nick Stormo	18678 450th Ave Hayti, South Dakota 57241 HAMLIN		7/16/2022	8/15/2022	15
Orland Dairy	Hwy 47 Junius, South Dakota 57042 LAKE		7/16/2022	8/15/2022	15



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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 §
Mark Stormo	18730 443rd Ave Bryant, South Dakota 57221 HAMLIN		7/16/2022	8/15/2022	15
Glen Buehner	20237 480th Ave White, South Dakota 57276 BROOKINGS		7/16/2022	8/15/2022	15
Monte Mousel	47395 231st Ave Flandeau, South Dakota 57028 MOODY		7/16/2022	8/15/2022	15
Doyle Renaas	22223 459th Ave Nunda, South Dakota 57050 LAKE		7/16/2022	8/15/2022	15
KC Dairy	48612 212th St Elkton, South Dakota 57026 BROOKINGS		7/16/2022	8/15/2022	15
Matt Field	44750 209th St Lake Preston, South Dakota 57249 KINGSBURY		7/16/2022	8/15/2022	15
Greg Skyberg	46390 223rd St Nunda, South Dakota 57050 LAKE		7/16/2022	8/15/2022	15
Chet Myers	47068 223rd St Colman, South Dakota 57017 MOODY		7/16/2022	8/15/2022	15
Steve Namken	45168 185th St Hayti, South Dakota Hamlin HAMLIN		7/16/2022	8/15/2022	15
Rick Ford	46272 200th St Bruce, South Dakota 57220 BROOKINGS		7/16/2022	8/15/2022	15



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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 §
Steve Sapp	46375 206th St Bruce, South Dakota 57220 BROOKINGS		7/16/2022	10/14/2022	15
Drumgoon Farm Management	19048 US-81 Lake Norden, South Dakota 57248 HAMLIN		7/16/2022	8/15/2022	15
Orland Dairy	Hwy 47 Junius, South Dakota 57042 LAKE		7/16/2022	9/30/2022	15
Jon Anderson	19137 437th Ave Bryant, South Dakota 57221 HAMLIN		8/16/2022	9/30/2022	15
Jon Nelson	44490 204th St Lake Preston, South Dakota 57249 KINGSBURY		8/16/2022	9/30/2022	15
Don Bauman	48324 US Hwy 14 Elkton, South Dakota 57026 BROOKINGS		8/16/2022	9/30/2022	15
Olsen Custom Farms	1355 300th St Hendricks, South Dakota 56136 LINCOLN		8/16/2022	9/30/2022	15
Pleasant Dutch	46833 205th St Bruce, South Dakota 57220 BROOKINGS		8/16/2022	9/30/2022	15
Sako Vander Meer	19976 476th Ave White, South Dakota 57276 BROOKINGS		8/16/2022	9/30/2022	15
T&M Farms	45205 Hwy 21 Hayti, South Dakota 57241 HAMLIN		8/16/2022	9/30/2022	15



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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 §
Dutch Dakota Dairy	20418 439th Ave Lake Preston, South Dakota 57249 KINGSBURY		8/16/2022	9/30/2022	15
Dallas Laube	19207 437th St Bryant, South Dakota 57221 HAMLIN		8/16/2022	9/30/2022	15
Dean Tolzin	21071 443rd Ave Lake Preston, South Dakota 57249 KINGSBURY		8/16/2022	9/30/2022	15
Jimmy Jensen	20426 459th St Bruce, South Dakota 57220 BROOKINGS		8/16/2022	9/30/2022	15
Greg Josephsen	20411 450th Ave Arlington, South Dakota 57212 KINGSBURY		8/16/2022	9/30/2022	15
Hollywood Feeders	1355 300th St Hendricks, South Dakota 56136 LINCOLN		8/16/2022	10/14/2022	15
Chad Wosje	45877 218th St Volga, South Dakota 57071 BROOKINGS		8/16/2022	9/30/2022	15
Gaylord Haroldson	20039 465th Ave Bruce, South Dakota 57220 BROOKINGS		8/16/2022	10/14/2022	15
Joel Koch	21008 484th Ave Elkton, South Dakota 57026 BROOKINGS		8/16/2022	10/14/2022	15
John Cotton	21239 458th Ave Volga, South Dakota 57071 BROOKINGS		8/16/2022	9/30/2022	15



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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 §
Mark Jacobson	19938 446th Ave Lake Preston, South Dakota 57249 KINGSBURY		8/16/2022	9/30/2022	15
Edelman Farms	18958 429th Ave Willow Lake, South Dakota 57278 CLARK		8/16/2022	9/30/2022	15
Sottie Hojer	21569 448th Ave Oldham, South Dakota 57051 KINGSBURY		8/16/2022	9/30/2022	15
Jay Hojer	44525 216th St Oldham, South Dakota 57097 KINGSBURY		8/16/2022	9/30/2022	15
Duane Hojer	44525 216th St Oldham, South Dakota 57051 KINGSBURY		8/16/2022	9/30/2022	15
Duane Thull	44327 215th St Oldham, South Dakota 57051 KINGSBURY		8/16/2022	9/30/2022	15
Jackie Leonhart	21444 444th Ave Lake Preston, South Dakota 57249 KINGSBURY		8/16/2022	9/30/2022	15
Gale Nelson	46430 29th St Volga, South Dakota 57071 BROOKINGS		8/16/2022	9/30/2022	15
Peter Thiex	46747 214th St Brookings, South Dakota 57006 BROOKINGS		8/16/2022	9/30/2022	15
Tom Vander Wal	20571 469th Ave Brookings, South Dakota 57006 BROOKINGS		8/16/2022	9/30/2022	15





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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 §
Clark Dairy	41575 178th St Raymond, South Dakota 57258 CLARK		8/16/2022	9/30/2022	15
Garfield Dairy	19287 440th Ave Bryant, South Dakota 57221 HAMLIN		8/16/2022	9/30/2022	15
Rex Schwartz	19565 463rd Ave Bruce, South Dakota 57220 BROOKINGS		10/1/2022	10/14/2022	15
Glen Buehner	20237 480th Ave White, South Dakota 57276 BROOKINGS		10/1/2022	10/14/2022	15
Phil Maher	46118 224th St Nunda, South Dakota 57050 LAKE		10/1/2022	10/14/2022	15
Nelson Farms	46336 213th St Volga, South Dakota 57071 BROOKINGS		10/1/2022	10/14/2022	15
John Heylens	20836 464th Ave Volga, South Dakota 57071 BROOKINGS		10/1/2022	10/14/2022	15
Roger Schwartz	Estelline Estelline, South Dakota 57234 HAMLIN		10/1/2022	10/14/2022	15
Jeff Sapp	21832 465th Ave Volga, South Dakota 57278 BROOKINGS		10/1/2022	10/14/2022	15
Northern Sky	20165 468th Ave Bruce, South Dakota 57220 BROOKINGS		10/1/2022	10/14/2022	15

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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 §
Lakeside Dairy	20165 468th Ave Bruce, South Dakota 57220 BROOKINGS		10/1/2022	10/14/2022	15
Van Kooten Ag Service, Inc.	46287 209th St Volga, South Dakota 57071 BROOKINGS		10/14/2022	10/15/2022	15



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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 *
Employer owned housing	515 Kasan Ave Volga, South Dakota 57071 BROOKINGS	From the intersection of US-14 and 464th Ave, head south on 464th Ave for 0.3 miles. Turn left onto W 4th St. In 450 ft, turn right onto Kasan Ave. The housing is in 0.1 miles on the right.	1	6	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	210 East 7th St Volga, South Dakota 57071 BROOKINGS	From the intersection of US-14 and I-29, head west on 6th St toward 25th Ave. In 0.3 miles, turn right onto 22nd Ave. In 0.5 miles, continue straight to stay on 22nd Ave. In 0.5 miles, turn left onto 18th St. In 3.0 miles, continue onto US-14 W/211th St. In 4.8 miles, turn left onto Kasan Ave. In 0.6 miles, turn left onto E 7th St. The housing will be on the left in 0.1 miles.	1	2	<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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					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



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

a. Job Offer Information 1

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Attendance and Work Schedule
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p><b>**All job requirements and Work Rules provided in this contract provide guidance to workers regarding acceptable conduct standards. These rules are not intended to be comprehensive. Violation of any lawful, job-related employer requirements are grounds for disciplinary action, up to and including immediate termination at the employer's discretion. **</b></p> <p>Workers will report to work at the specified time and place as directed by the employer each day and must be able and willing to perform. Workers will be expected to clock in and out every day on the time keeping program used by the employer. Each employee is responsible for documenting hours worked on the time sheet app that will be provided. Workers will clock-in at the beginning of the day with a notation of their primary assigned job for that day, and clock-out as soon as work is completed for the day. Excessive tardiness or absences is not permitted. Excessive tardiness is defined as unexcused arrival for work after the regularly scheduled time for five unexcused days within a 30-day period or late arrival for three consecutive days. Excessive absence is defined as 5 days of unexcused absence within a 30-day period or three consecutive days of unexcused absence. Workers must report any absence from work prior to the scheduled start time. Due to conditions outside of the employer's control such as weather, crop condition, etc., workers should expect occasional periods of little or no work any time throughout the contract period. Workers may not extend/abuse work breaks to use sanitation facilities including toilet and hand washing facilities. Any breaks from work during the work day for non-work related instances should be recorded with a clock-out on the time clock. Repeated failure to clock-in or clock-out may result in no earnings for the time in which workers have failed to clock-in or clock-out.</p> <p>Busy week daily schedules will be Monday through Sunday (work will be offered on Sunday, but workers are not required to work on the Sabbath) from 6:00 AM until the job is completed for the day. Shifts will last 12 hours and work will be performed 24 hours per day by different shifts. If lunch is provided in the field, no deduction will be made from workers' pay. Workers will be offered no less than 8:00 AM to 4:00 PM Monday through Friday. Work on Saturday will be optional during non-busy weeks, based on a 40-hour work week with 30 minutes of unpaid lunch per day.</p>			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Safety
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers must follow all safety rules as instructed by the employer or supervisor. Workers may not report for work under the influence of alcohol or illegal drugs. Workers may not possess, use, manufacture, or sell illegal drugs. Workers must handle all work-related materials with care to avoid injury or damage, use toilet and hand washing facilities and practice good personal hygiene, raise safety and health concerns with the employer, inform the employer or supervisor immediately in the event of an injury, and drink water often on hot days to ensure adequate hydration while working. Workers may not enter the employer's premises without authorization, except the housing location assigned to the workers. Workers may not harass, threaten, intimidate, coerce or otherwise interfere with the performance of fellow employees. Behavior or actions that create an intimidating or hostile work environment will result in immediate disciplinary action. Throwing objects or engaging in scuffling or fighting on the employer's premises may result in immediate termination. Use of personal electronic devices is generally not permitted during work hours. Workers may not possess, carry, or use any dangerous or deadly weapon. Violation of any safety rules could result in immediate termination. When working in fields, workers should wear long pants.</p>			



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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 *	Job Requirements - Additional Work Rules
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Workers must be present at the scheduled start time at their assigned worksite. Work may not be performed by the workers prior to the scheduled start time and may not be performed after the scheduled stoppage of work on any workday without express consent from the employer. Workers may not remove, damage, or amend any employer notices/posters that are required by federal or state law. Workers may not operate or use any equipment that has not been specifically assigned to them. Personal use of vehicles or other property is permitted only if workers have express permission from the employer. Workers must follow all instructions from the employer or supervisors. Workers may not leave the assigned work area during work hours without the employer's permission. Workers may not take unauthorized breaks from work, except to use of toilet, field sanitation facilities, or to obtain drinking water. Workers may not waste time, sleep, or other delay work during work hours. Workers may not perform careless/sloppy work. Workers performing careless/sloppy work may be suspended from work for up to two work days, depending on the severity of the infraction or other factors. Workers may not interfere with the performance of fellow workers, steal from fellow workers, deliberately restrict production of or damage products, or abuse or destroy any employer property. Workers must report any damage to or breakdown of equipment or tools to the employer or supervisor. Tools will be available will be available for all workers and will be the responsibility of the workers. An inventory of the tools will be taken at the end of each week.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Employer Provided Housing
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Employer possesses and controls employer-provided housing at all times. Workers may not have guests in employer provided housing after 11:00 PM, except on Saturdays when guest may not stay past 12:00 midnight. Individuals other than the workers may not sleep in the employer-provided housing. Workers must keep employer-provided living quarters, common areas, and kitchen and cooking facilities clean, neat, and in good repair, with the exception of normal wear and tear. Workers must report any problems with the assigned living quarters to the employer immediately upon discovery. Workers may not separate, disassemble, or move beds. Workers may not cook in non-kitchen areas in employer-provided housing. Workers may not leave trash in the fields, housing premises, or other work areas. Trash should be disposed of in the proper waste repositories, which must otherwise remain lidded. Workers and guests may not engage in illegal activities on employer's premises. Workers may not interrupt or interfere with other workers' rest/sleep periods with excessive or unnecessary noise or commotion. Employer reserves the right to enter the housing at any time. Random inspections may be performed to ensure that housing is properly maintained to applicable standards. If workers would like someone to help keep it clean, the employer will assist the workers with hiring a cleaning service at the workers' expense. Upon termination of employment or end of contract, workers must leave employer-provided housing.  Smoking is not permitted in employer provided housing. Individuals of the opposite sex may not stay in rooms with workers in employer provided housing overnight. If heat or air conditioning is running, all windows and doors should be closed. If doors or windows are left opening while heat or air conditioning is running, heat and air conditioning will be turned off and locked. The heat and air conditioning system filter located in the basement of the housing locations is to be checked monthly. Heat is to be left ON when leaving the housing at the end of the season.  Housing will be provided close to job sites. If workers choose to live in housing that is a further commute to their job site than the houser that is closer, which will be offered to them, the workers will be responsible for covering their own transportation cost to get to the job site.  Workers will be responsible for cleaning out refrigerators, taking out trash, and washing all dirty laundry and bedding before leaving at the end of the contract.			

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

e. Job Offer Information 5

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Employer will make all deductions required by law (e.g., federal/state tax withholdings, court ordered child support, etc.). If workers voluntarily and explicitly authorize the employer in writing, the employer may deduct income taxes from H-2A worker wages. When explicitly authorized by the worker in writing, the cost of elected healthcare benefits; reimbursement of approved cash advances; retirement plan contributions; cell phone, cable/satellite TV, internet or other service(s) for workers? benefit and convenience may be deducted from workers? pay. Employer may charge reasonable costs for lost, replacement, or damaged tools, equipment, or property or fines for acts committed by the worker on the road while driving an employer provided vehicle, and he or she is at fault. To make long distance phone calls, workers must obtain express written authorization from the employer. By making long distance phone calls, workers consent for the employer to deduct the cost of such calls from the workers? pay. Reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage, may be deducted from payroll of worker for such damage.</p> <p>Any deductions for tools that were lost by an employee will be divided between all employees and taken from workers' pay. These deductions will be listed on your pay stubs accordingly.</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 Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment to the place of employment. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence from the place of employment to the place of recruitment, 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 which case the employer will only pay for the transportation and subsistence to the next job. Travel reimbursement subsistence will be paid at the minimum stated amount without receipts, and up to the maximum stated amount with proof of costs with receipts. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were advanced and/or reimbursed to the worker.</p>			



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

g. Job Offer Information 7

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will provide transportation to the worker from the employer provided housing to the work site at no cost to the worker. A vehicle to drive for personal use will be provided to workers that live in employer provided or secured housing. Workers will be responsible for putting gasoline in the vehicle being used for personal reasons. A licensed driver must drive the vehicle at all times when operating the vehicle for personal reasons. Insurance will be provided for each vehicle. Any fines or fees acquired while driving the vehicle will be the responsibility of the employee to pay (Seatbelt, drinking and driving, or reckless driving tickets). Any and all lawyer fees for tickets will be the responsibility of the employee.			

h. Job Offer Information 8

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