



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

A. Job Offer Information

1. Job Title * Farmworker							
2. Workers Needed *		a. Total		b. H-2A		Period of Intended Employment	
		8		8			
3. Begin Date * 10/4/2022						4. End Date * 11/11/2022	
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 *
40		a. Total Hours		8		c. Monday 8	
0		b. Sunday		8		d. Tuesday 8	
						e. Wednesday 8	
						f. Thursday 0	
						g. Friday	
						h. Saturday	
							a. 7 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM b. 5 : 00 <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 \$	
\$ 16.19		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 00.00		n/a	
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 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							



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

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	1	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) *			
See Addendum C			

C. Place of Employment Information

1. Address/Location *			
Bayer - 43.078800, -94.350000			
2. City *	3. State *	4. Postal Code *	5. County *
Aplington	Iowa	50604	Butler
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
None			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
1713 14th Avenue			
2. City *	3. State *	4. Postal Code *	5. County *
Eldora	Iowa	50627	Hardin
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
House		4	16
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) *			
None			
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



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

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 does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(9). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. If meals are provided, the employer: *

☐ **WILL NOT** charge workers for such meals.

☒ **WILL** charge workers for such meals at \$ 14 . 00 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.)

Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment.

See Addendum C

3. During the travel described in Item 2, the employer will pay for
or reimburse daily meals by providing each worker *

a. no less than \$ 14 . 00 per day *

b. no more than \$ 59 . 00 per day with receipts

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



G. Referral and Hiring Instructions

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

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

See Addendum C

2. Telephone Number to Apply *

+1 (956) 222-7781

3. Email Address to Apply *

N/A

4. Website address (URL) to Apply *

www.iowaworks.gov

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No



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

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

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

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

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

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

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

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

A. Transportation to Place of Employment (Inbound)

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

B. Transportation from Place of Employment (Outbound)

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



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

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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Trevino	Jesus	
4. Title *		
Owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		8/16/2022

Employment Service Statement

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

Public Burden Statement (1205-0466)

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



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	42.6538,-92.9270 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6537,-92.9238 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6507,-92.9256 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6505,-92.9226 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6510,-92.9195 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6484,-92.9250 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6484,-92.9201 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6163,-92.8980 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6197,-92.8951 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6177,-92.8961 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	42.6162,-92.8937 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6140,-92.8954 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6143,-92.8922 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6119,-92.8942 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6107,-92.8977 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6105,-92.8930 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5243,-92.7102 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.4753,-92.7506 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5787,-92.8892 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5724,-92.8639 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	42.5688,-92.8671 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5692,-92.8636 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5669,-92.8670 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5669,-92.8639 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5633,-92.8670 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5633,-92.8639 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5601,-92.8669 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5601,-92.8638 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5705,-92.8656 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5566,-92.8135 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	42.5955,-92.8497 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5343,-93.0163 Ackley, Iowa 50601 HARDIN		10/4/2022	11/11/2022	8
Bayer	42.5343,-93.0131 Ackley, Iowa 50601 HARDIN		10/4/2022	11/11/2022	8
Bayer	42.5343,-93.0101 Ackley, Iowa 50601 HARDIN		10/4/2022	11/11/2022	8
Bayer	42.5343,-93.0077 Ackley, Iowa 50601 HARDIN		10/4/2022	11/11/2022	8
Bayer	42.5312,-93.0163 Ackley, Iowa 50601 HARDIN		10/4/2022	11/11/2022	8
Bayer	42.5565,-92.9756 Ackley, Iowa 50601 HARDIN		10/4/2022	11/11/2022	8
Bayer	42.6469,-93.0338 Ackley, Iowa 50601 HARDIN		10/4/2022	11/11/2022	8
Bayer	42.6618,-93.0121 Ackley, Iowa 50601 HARDIN		10/4/2022	11/11/2022	8
Bayer	42.6320,-92.9914 Ackley, Iowa 50601 HARDIN		10/4/2022	11/11/2022	8



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	42.6348,-92.9900 Ackley, Iowa 50601 FRANKLIN		10/4/2022	11/11/2022	8
Bayer	42.6347,-92.9937 Ackley, Iowa 50601 FRANKLIN		10/4/2022	11/11/2022	8
Bayer	42.5156,-92.7040 Dike, Iowa 50624 GRUNDY		10/4/2022	11/11/2022	8
Bayer	42.4672,-92.7341 Dike, Iowa 50624 GRUNDY		10/4/2022	11/11/2022	8
Bayer	42.4674,-92.7371 Dike, Iowa 50624 GRUNDY		10/4/2022	11/11/2022	8
Bayer	42.4772,-92.7580 Dike, Iowa 50624 GRUNDY		10/4/2022	11/11/2022	8
Bayer	42.5404,-92.7383 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5375,-92.7384 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5404,-92.7335 Parkersburg, Iowa 50665 GRUNDY		10/4/2022	11/11/2022	8
Bayer	42.5404,-92.7301 Parkersburg, Iowa 50665 GRUNDY		10/4/2022	11/11/2022	8



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	42.6049,-92.9918 Ackley , Iowa 50601 FRANKLIN		10/4/2022	11/11/2022	8
Bayer	42.4053,-92.8365 Holland, Iowa 50642 GRUNDY		10/4/2022	11/11/2022	8
Bayer	42.4846,-92.8079 Holland, Iowa 50642 GRUNDY		10/4/2022	11/11/2022	8
Bayer	42.4806,-92.8101 Holland, Iowa 50642 GRUNDY		10/4/2022	11/11/2022	8
Bayer	42.5462,-92.8887 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.4967,-92.8568 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6774,-92.9075 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6747,-92.9076 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6636,-92.9459 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6564,-92.8771 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	42.6530,-92.8764 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6411,-92.9514 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6551,-92.8708 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6512,-92.8716 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5197,-92.8886 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6603,-92.8791 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6629,-92.8751 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6141,-92.8854 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6116,-92.8851 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5974,-92.6480 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	43.078800, -94.350000 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	43.078800, -94.350000 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5917,-92.6206 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5898,-92.6206 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5879,-92.6328 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5886,-92.6258 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5880,-92.6207 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6102,-92.6589 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5994,-92.6305 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5967,-92.6291 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	42.5924,-92.6301 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5945,-92.6753 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5629,-92.5809 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5030,-92.8373 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.4985,-92.8372 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.4902,-92.8297 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.4876,-92.8357 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.4811,-92.8263 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.4847,-92.8297 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5236,-92.7839 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	42.5236,-92.7882 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5265,-92.7845 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5265,-92.7875 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5979,-92.7152 Parkersburg, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.4976,-92.8495 Wellsburg , Iowa 50680 GRUNDY		10/4/2022	11/11/2022	8
Bayer	42.4051,-92.9241 Wellsburg , Iowa 50680 GRUNDY		10/4/2022	11/11/2022	8
Bayer	42.5966,-92.6111 New Hartford, Iowa 50665 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5949,-92.6111 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5895,-92.6133 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5895,-92.6088 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer	42.5850,-92.6066 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5850,-92.6112 New Hartford, Iowa 50660 BUTLER		10/4/2022	11/11/2022	8
Bayer	20298 J Ave Holland IA 50642 Holland, Iowa 50642 GRUNDY		10/4/2022	11/11/2022	8
Bayer	15100 N Ave Hwy 14 Holland, Iowa 50642 GRUNDY		10/4/2022	11/11/2022	8
Bayer	42.5196,-92.8959 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.5196,-92.8923 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8
Bayer	42.6553,-92.9270 Aplington, Iowa 50604 BUTLER		10/4/2022	11/11/2022	8

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



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	1701 14th Avenue Eldora, Iowa 50627 HARDIN		4	12	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	1402 15th Street Eldora, Iowa 50627 HARDIN		5	15	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	1107 12th Avenue Eldora, Iowa 50627 HARDIN		6	22	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	1319 19th Ave Eldora, Iowa 50627 HARDIN		4	11	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
labor camp	2313 15th Ave Eldora, Iowa 50627 HARDIN	employer will be utilizing 10 beds at this housing location	1	10	<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
					<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



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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * Soybeans: Rouging Soybeans – Ability to identify plants with different color pubescence (fine short hairs cover the pods and stem of the plant), different pod color, height (at least 1 hand taller), or late maturity (plants that are still green with leaves). Walk each row and pull the offtype plants out of the ground and then drop the plants outside of field. Soybean Roguing & Weeding: Workers will walk seed fields to identify and remove rogue plants and discard them as directed. Workers will clean farm equipment and perform farm maintenance. The worker in order to perform this kind of work must be able to work outside in all kinds of weather and be in a possession of the requisite physical strength and endurance, working quickly and skillfully with their hands repeatedly. The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the workers refusal or negligent failure to return the tools or due such workers willful damage or destruction of the tools. Workers that qualify may be required to operate Agriculture Machinery and farm vehicles to haul soybeans from the field to the indoor pack house. Workers must operate all equipment properly and in a manner that protects operator, others, the employers products and property. Failure to comply with safety requirements and operating instructions may result in disciplinary action up to and including immediate termination. Work may be performed during light rain and in high humidity and in temperatures up to 110 degrees F. Worker may be required to work in field when plants are wet with dew/rain and should have suitable clothing for variable weather conditions. Work is to be done for long periods of time. Workers are expected to perform duties including loading of product. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc., may affect workers ability to perform the work described herein. Workers may also drive pickup trucks, tractors or vans. Not all workers are requested to drive. Those that are requested to drive will be required to possess an appropriate license. No one will be rejected for the position that does not possess a drivers license. Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary and GAP practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering fields or for harvest activities of the packing facility for packing operations. Workers will perform various duties all associated with cultivation and harvesting soybeans. Workers will also clean, grade, sort pack and load harvested crops. Worker will place, not drop, product into harvest container and when full carry container to the designated area and either exchange for empty container or empty container then return to row and repeat process. Weekly and hourly work schedules in Boxes A.6 and A.7 are merely approximate; actual hours will depend on weather and needs of the growers. Workers may work in shifts/crews starting at 7 am.			

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



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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All referrals should be made directly to the employer. Information on referrals must include the full name, telephone number or email address of the applicant, and the name of the job, or job order number. The order holding office is also asked to provide the employer with a generic application form, resume or other evidence that the worker meets the requirements in the job order. The order holding office is asked to provide all referrals with a copy of the clearance order or at a minimum, a summary of wages, working conditions, and other material specifications. In the event of an amendment to the date of need, the employer requests that the state employment service attempt to inform referred migrant workers of that change. If the employer fails to notify the order-holding office of a delay in the date of need at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the clearance system that report for work and have made the required notice of availability to the job service office for the first week starting with the originally anticipated date of need. Failure by the worker to contact the local job service office or the order holding office to verify the date of need no sooner than 9 working days and no later than 5 working days prior to the original date of need in the job order will disqualify the referred migrant worker from the assurance provided in this section.</p> <p>Interested workers can contact the employer, Jesus Trevino at: 956-222-7781. Please provide your full name, a callback number, the name of the job you are applying for, your mailing address or e-mail address, and how you heard about the job. In person interviews may be available at the request of the applicant but are not required. The employer will review screening applications, resumes or other electronic self-referrals, conduct follow up telephone interviews and will consider the worker for the job based on the worker's qualifications.</p> <p>Standard office hours are Monday through Friday, 8:00a.m. - 12:00 p.m. and 1 p.m. to 5 p.m. To be eligible for employment, applicants must: 1. Be able, willing, and available to perform the specified job duties for the duration of the contract period 2. Have been apprised of all material terms and conditions of employment 3. Agree to abide by all material terms and conditions of employment 4. Be legally authorized to work in the United States AND 5. Satisfy all minimum job requirements.</p>			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For workers residing in employer provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for own daily transportation.</p> <p>Employer provides, at no cost, incidental transportation between worksites.</p>			



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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 3. Work Rules
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>38. Workers must not interfere with the performance of fellow workers. 39. Workers must drink water often on hot days.</p> <p>40. Workers who quit or are terminated for cause prior to the completion of the employment period may not be eligible for rehire in the future, unless the termination is a mutual agreement between the employer and employee.</p> <p>41. In the event that the employer issues electronic badges for timekeeping and/or piece rate tabulation, workers must keep badges in their possession at all times during work hours.</p> <p>42. Employer reserves the right to enter housing at any time. Inspections may be performed to ensure housing meets applicable standards.</p> <p>43. Excessive absences or tardiness is not permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period. Excessive tardiness is defined as unexcused arrival for work after the regularly scheduled time for three consecutive days or late for five unexcused days within a 30-day period. Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule:</p> <p>First Offense: Oral warning and correction.</p> <p>Second Offense: Written warning and unpaid leave for balance of day. Third Offense: Immediate termination. Worker will be asked to sign written fact statement.</p>			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 1. Work Rules
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Repeat or severe violations of the Work Rules may result in immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.</p> <p>1. Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property. Workers must raise safety and health concerns with the employer.</p> <p>2. Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses.</p> <p>3. Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence alcohol or illegal drugs. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing.</p> <p>4. Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness. Workers must report any absence from work prior to the scheduled start time. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence).</p> <p>5. Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them.</p> <p>6. Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters.</p> <p>7. Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning. Workers must close all doors and windows while using heat and during adverse weather conditions.</p> <p>8. Workers assigned to bunk beds in employer-provided housing may not separate bunk beds.</p> <p>9. Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing.</p> <p>10. Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles.</p> <p>11. Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand-washing facilities, or to obtain drinking water.</p> <p>12. Workers may not sleep, waste time, or loiter during working hours. Workers may not engage in horseplay, scuffle or throwing things during work hours.</p> <p>13. Workers may not leave the field or other assigned work area without permission of employer or supervisor.</p> <p>14. Workers may not enter employer's premises without authorization.</p>			



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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 2. Work Rules
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>15. Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time.</p> <p>16. Workers may not entertain guests in employer-provided housing premises after 10:30 PM, except on Saturdays when guest hours end at 12:00 midnight. No persons, other than workers assigned by employer, may sleep in housing.</p> <p>17. Workers may not interrupt other workers' rest/sleep periods by excessive or unnecessary noise or commotion.</p> <p>18. Workers may not deliberately restrict production or damage products/commodities.</p> <p>19. Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination.</p> <p>20. Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination.</p> <p>21. Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination.</p> <p>22. Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination.</p> <p>23. Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination.</p> <p>24. Workers may not falsify identification, personnel, medical, production or other work related records.</p> <p>25. Workers may not drive any vehicles on employer's property without proper licensing, if required.</p> <p>26. Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers.</p> <p>27. Workers must report any damage or breakdown of equipment, tools, or other property belonging to the employer.</p> <p>28. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer.</p> <p>29. Workers may not misuse or remove from the farm premises without authorization any employer-owned property.</p> <p>30. Workers may not accept personal gifts from employer's vendors or customers without employer's authorization.</p> <p>31. Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor.</p> <p>32. Workers must follow supervisor's instructions. Insubordination is cause for termination.</p> <p>33. Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records.</p> <p>34. Workers may not make long distance phone calls without employer's explicit permission.</p> <p>35. Workers must take care to handle tools and equipment and product in a manner to avoid injury or damage.</p> <p>36. Workers must use toilet and handwashing facilities and practice good personal hygiene.</p> <p>37. Use of personal electronic devices, including cell phones is generally not permitted during working hours.</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 - Workers Compensation Insurance
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Worker compensation insurance is provided. Carrier is Westfield Companies. Notify Jesus Trevino at (956) 222-7781 in case of injury within 5 days.</p>			

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



H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements - Housing
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.			

j. Job Offer Information 10

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

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



H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Cont'd
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>All workers must report all injuries and illnesses to their employer. As well any communicable diseases such as but not limited to diarrhea, or any other infectious disease or illness. Workers shall report immediately any cuts or abrasions that cause open bleeding. No tobacco, food, gum, candy, drink (other than water) or medication is allowed while working in the field. No jewelry, watches or fingernails longer than 1/8" are allowed. No open toe shoes or sandals are permitted. Glass bottles, drinking glasses, or any item made from glass are prohibited in the field. Improper hygiene will not be tolerated. Throw the used bathroom tissue into the toilet every time, then flush the toilet. Keep the restrooms, rest areas and portable facilities in the field clean for others. General Conditions: On the first workday, the employer will provide specific instructions and/or training (up to 1 hour) in the proper way to perform the crop activity.</p>			

l. Job Offer Information 12

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Unless paid in advance, employer reimburses inbound travel costs with pay for the first workweek to the extent that worker's out-of-pocket expenses reduce earnings below FLSA minimum wage; remainder of travel costs reimbursed upon completion of 50% of the contract period or earlier. Employer provides or pays outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause. Travel reimbursements are based on the least-cost, economy-class common carrier rate. In the event that the DOL publishes a new subsistence rate applicable to any portion of the employment period covered by this job offer which is higher or lower, the employer may pay the lower rate at the employer's discretion, beginning with the effective date of the published change.</p>			



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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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 (<i>up to 3,500 characters</i>) *</p> <p>Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence. If the employer receives a fine for acts committed by a worker on the road while driving an employer provided vehicle or equipment and he or she is at fault, the fine amount will be deducted from the employees' wages when expressly authorized by the worker in writing. No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. In accordance with 8 CFR 214.2(h)(S)(xi)(A) and 20 CFR 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.</p> <p>FIRST WEEK'S PAY. Failure to contact the respective SWA office within the timeframe specified in 20 CFR 653.501 (c)(3)(i) shall disqualify any applicant from the assurances set forth therein.</p> <p>RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.</p> <p>ADDITIONAL PAY DETAILS. In the event that the applicable H-2A wage rate decreases for any reason during the employer's recruitment and/or H-2A contract period in the instant job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower rate remains the highest of the AEWR, the prevailing hourly wage or piece rate, an agreed upon collective bargaining wage, and the federal and state minimum wages in effect at the time work is performed. Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA).</p> <p>ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.</p> <p>REASONABLE ACCOMMODATIONS. Workers should be able to do the work required with or without reasonable accommodations.</p> <p>NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.</p> <p>DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtain an extension of status.</p>			

n. Job Offer Information 14

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers may be subject to disciplinary action for failing to obtain employer's permission for a personal long-distance call or to repay the cost of such call within a reasonable time. Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence. If the employer receives a fine for acts committed by a worker on the road while driving an employer provided vehicle or equipment and he or she is at fault, the fine amount will be deducted from the employees' wages when expressly authorized by the worker in writing. No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. In accordance with 8 CFR 214.2(h)(S)(xi)(A) and 20 CFR 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.</p> <p>FIRST WEEK'S PAY. Failure to contact the respective SWA office within the timeframe specified in 20 CFR 653.501 (c)(3)(i) shall disqualify any applicant from the assurances set forth therein.</p> <p>ADDITIONAL PAY DETAILS. In the event that the applicable H-2A wage rate decreases for any reason during the employer's recruitment and/or H-2A contract period in the instant job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower rate remains the highest of the AEWR, the prevailing hourly wage or piece rate, an agreed upon collective bargaining wage, and the federal and state minimum wages in effect at the time work is performed. Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA).</p> <p>ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.</p> <p>REASONABLE ACCOMMODATIONS. Workers should be able to do the work required with or without reasonable accommodations.</p> <p>NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.</p> <p>DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtain an extension of status.</p>			