



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

**A. Job Offer Information**

|   |                |  |            |                               |              |   |  |
|---|----------------|--|------------|-------------------------------|--------------|---|--|
| 1. Job Title * Agricultural Worker  |                |  |            |                               |              |   |  |
| 2. Workers Needed *   |                | a. Total   | b. H-2A    | Period of Intended Employment |              |   |  |
|   |                | 5  | 5          | 3. Begin Date * 12/1/2022     |              | 4. End Date * 9/30/2023                         |  |
| 5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? *<br>If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.  |                |  |            |                               |              |   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                        |
| 6. Anticipated days and hours of work per week *  |                |  |            |                               |              |   | 7. Hourly work schedule *  |
| 40  | a. Total Hours | 8  | c. Monday  | 8                             | e. Wednesday | 8   | g. Friday  |
| 0   | b. Sunday      | 8  | d. Tuesday | 8                             | f. Thursday  | 0   | h. Saturday  |
|   |                |  |            |                               |              |   | a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM |
|   |                |  |            |                               |              |   | b. <u>4</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM |
| <b>Temporary Agricultural Services and Wage Offer Information</b>   |                |  |            |                               |              |   |  |
| 8a. Job Duties - Description of the specific services or labor to be performed. *<br>(Please begin response on this form and use Addendum C if additional space is needed.)<br>See Addendum C   |                |  |            |                               |              |   |  |
| 8b. Wage Offer *  |                | 8c. Per *  |            | 8d. Piece Rate Offer \$       |              | 8e. Piece Rate Units/Special Pay Information \$ |  |
| \$ <u>12</u> <u>45</u>  |                | <input checked="" type="checkbox"/> HOUR<br><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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No                        |
| 10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>  |                |  |            |                               |              |   |  |
| 11. State all deduction(s) from pay and, if known, the amount(s). *<br>(Please begin response on this form and use Addendum C if additional space is needed.)<br>Social Security<br>Federal Income Tax<br>State Income Tax<br>Willful destruction of property |                |  |            |                               |              |   |  |



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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. *   |  | 3. Training: number of <u>months</u> required. *                                     |  |
| 0   |  | 0  |  |
| 4. Basic Job Requirements (check all that apply) *  |  |  |  |
| <input type="checkbox"/> a. Certification/license requirements  |  | <input checked="" type="checkbox"/> g. Exposure to extreme temperatures              |  |
| <input type="checkbox"/> b. Driver requirements   |  | <input type="checkbox"/> h. Extensive pushing or pulling                             |  |
| <input type="checkbox"/> c. Criminal background check   |  | <input checked="" type="checkbox"/> i. Extensive sitting or walking                  |  |
| <input checked="" type="checkbox"/> d. Drug screen  |  | <input checked="" type="checkbox"/> j. Frequent stooping or bending over             |  |
| <input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.   |  | <input checked="" type="checkbox"/> k. Repetitive movements                          |  |
| 5a. Supervision: does this position supervise the work of other employees? *  |  | 5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$ |  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |  |  |
| 6. Additional Information Regarding Job Qualifications/Requirements.<br>(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) *                       |  |  |  |
| See Addendum C  |  |  |  |

**C. Place of Employment Information**

|   |            |                  |   |
|---|------------|------------------|---|
| 1. Address/Location *   |            |                  |   |
| 1407 Maxie Hwy  |            |                  |   |
| 2. City *   | 3. State * | 4. Postal Code * | 5. County *   |
| Iota  | Louisiana  | 70543            | Acadia  |
| 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

**D. Housing Information**

|   |            |   |   |
|---|------------|---|---|
| 1. Housing Address/Location *   |            |   |   |
| 623 Simar St.   |            |   |   |
| 2. City *   | 3. State * | 4. Postal Code *  | 5. County *   |
| Iota  | Louisiana  | 70543   | Acadia  |
| 6. Type of Housing *  |            | 7. Total Units *  | 8. Total Occupancy *  |
| Woodframe House,2br/bath/ktichen/den  |            | 1   | 5   |
| 9. Housing complies or will comply with the following applicable standards: *   |            | <input type="checkbox"/> Local <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal |   |
| 10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *   |            |   |   |
| See Addendum C  |            |   |   |
| 11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? * |            |   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |



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

**E. Provision of Meals**

|   |   |
|---|---|
| <p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Free housing includes kitchen and cooking utensils so that entitled workers may prepare their own meals. In addition, employer will provide entitled worker with transportation to town so that the worker may purchase supplies and/or for banking purposes. The use of this employer provided weekly transportation is voluntary and no worker is required to utilize the services offered by employer. The kitchen facilities may be shared.</p> |   |
| 2. If meals are provided, the employer: *   | <div><input checked="" type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.</div> <div><input type="checkbox"/> <b>WILL</b> charge workers for such meals at \$ <u>      </u> . <u>      </u> per day per worker.</div> |

**F. Transportation and Daily Subsistence**

|   |  |                       |                                  |           |                 |                                  |                       |
|---|--|-----------------------|----------------------------------|-----------|-----------------|----------------------------------|-----------------------|
| <p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>SEE ADDENDUM C</p>   |  |                       |                                  |           |                 |                                  |                       |
| <p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>SEE ADDENDUM C</p> |  |                       |                                  |           |                 |                                  |                       |
| 3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *   | <table border="1"><tr><td>a. no less than</td><td>\$ <u>  14  </u> . <u>  00  </u></td><td>per day *</td></tr><tr><td>b. no more than</td><td>\$ <u>  59  </u> . <u>  00  </u></td><td>per day with receipts</td></tr></table> | 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 |
| a. no less than   | \$ <u>  14  </u> . <u>  00  </u>   | per day *             |                                  |           |                 |                                  |                       |
| b. no more than   | \$ <u>  59  </u> . <u>  00  </u>   | per day with receipts |                                  |           |                 |                                  |                       |



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

**G. Referral and Hiring Instructions**

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

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

Contact Marcus Miller 1407 Maxie Hwy., Iota, LA 70543 Ph# 337-789-9868

M-F 7:00 am 9:00 am & 1:00 pm 3:00 pm

Referrals from the State Workforce Agencies or individual applicants who arrive at the place of employment commonly

referred to as walk-ins or gate hires and from other sources will be accepted until 50% of the contract period has elapsed

from the application start date. It will be the responsibility of the referring SWA office to thoroughly familiarize and inform job seekers of the job specifications, and terms and conditions of this clearance order before a referral is made.

Only workers meeting all qualifications on the job order should be referred. Interview may be performed, either in person or by telephone. If several applicants are to be referred at one time, it is suggested to contact the employer in

advance to schedule a time and date for an interview. It is requested that SWA give each referral a copy of the clearance

order ETA 790 along with all attachments or at a minimum, a summary of wages, working conditions and other specifications. Workers must meet all of the following criteria:

- Available and ready to work for the entire season.
- Fully apprised and aware of the terms and conditions of employment.
- Legally entitled to work in the US, worker must be able to provide documentation required to enable employer to comply with the US employment verification requirements. Employers must receive the accurate and complete I-9 within three (3) days of employment according the US law.
- Able, willing and qualified to perform offered, at the wage offered.

Workers hired pursuant to the job offer from within normal commuting distance will not be provided housing, subsistence or transportation. The actual employment offer is at the sole discretion of the employer. Order holding office: Louisiana Department of Labor, Foreign Labor Certification Unit, PO Box 94094, (1001 N. 23rd Street, 3rd Floor

Annex) Baton Rouge, LA 70804. Phone: 225-342-7632 or Fax: 225-342-3367.

2. Telephone Number to Apply \*

+1 (337) 789-9868

3. Email Address to Apply \*

SheltonMarcus.Miller@gmail.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



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 \$ |
| Miller   | Shelton and Marcus      |                      |
| 4. Title *   |                         |                      |
| Employer   |                         |                      |
| 5. Signature (or digital signature) *                                |                         | 6. Date signed *     |
| Digital Signature Verified and Retained By <i>Certifying Officer</i> |                         | 9/19/2022            |

**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 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 |
|---|------|--|------------|
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Worker needed for rice, soybean, and crawfish farm. Work includes tractor driving, field prep, water maintenance, fertilizing, planting and harvesting of crop. Field prep includes manual shovel work on levees and manually hoeing weeds, spot spraying of treatments and general farm labor. General farm labor includes walking levees to check for water leaks and manually shovel to repair breaches, (16%). Crawfishing involves manually cutting up fish bait, baiting and checking traps and maintaining fields. Checking traps involves walking in water to lift trap, empty crawfish into a floating container then re-bait trap, then pull floating container to next trap, (75%). 25% of crawfish traps are checked with a motorized boat. At the end of a levee the crawfish are transferred from the floating container into a sack with 50 lb +/- in each sack. Later the sacks are manually loaded on a motorized ATV and brought to a pick-up truck. All transfers are manually done. Workers must be able to lift/carry 50 lbs. M-F, some Sat/Sun, OT varies.</p> <p>Employees may be compensated above the stated hourly wage, this decision to pay above the prevailing hourly wage will be made by the employer, basing this decision on factors that include the individual recipients performance and work history. Allergies to ragweed, goldenrod, insect spray and related chemicals, etc. may affect workers' ability to perform the job. Repair and maintain equipment i.e. crawfish traps that are bent or crushed need to be re-molded by hand to their original shape, (3%). Harvesting rice and soybeans-individual is required to climb on top of transport truck and level grain; the filled truck is covered with a tarp, (6%). Employer may require drug testing upon - post hire, random, upon suspicion or post accident, at no cost to employee. Testing positive or failure to comply may result in immediate termination from employment. Job involves stooping, lifting and working outside in inclement weather conditions. All tools necessary for job are provided. Some OT may be requested at \$12.45/hour.</p> <p>The Adverse Effect Wage Rate of \$12.45 Employer will comply with all obligations under 20 CFR 655.120(a) an employer must offer, advertise in its recruitment, and pay a wage that is the highest of the AEWR, the prevailing hourly rate or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment. Employees may be compensated above the stated hourly wage, this decision to pay above the prevailing hourly wage will be made by the employer, basing this decision on factors that include the individual recipient's performance and work history.</p> |      |  |            |

b. Job Offer Information 2

| 1. Section/Item Number *   | B.6 | 2. Name of Section or Category of Material Term or Condition * | Additional Information Regarding Job Qualifications/Requirements |
|--|-----|--|--|
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>General conditions applicable to All Crops: Work begins at an assigned period. Work is performed under various weather conditions. Workers will work and perform repetitive task on their feet in bent and stooped positions for long periods of time. Workers will use muscles to lift, push, pull or carry heavy objects in loading and unloading trucks. All of the task in this job description constitute one (1) job; the employer may assign workers to different task on any day or to multiple task during the same day in the sole judgment of the employer. Workers may be required to perform work on the farm that is incidental to producing the crops such as maintaining grounds, operate tractor/farm equipment, and incidental crop setup when needed. Workers may operate tractors, sprayers, harvester or other equipment, whether it is manual or power equipment.</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**

c. Job Offer Information 3

|   |      |  |                                |
|---|------|--|--------------------------------|
| 1. Section/Item Number *  | D.10 | 2. Name of Section or Category of Material Term or Condition * | Additional Housing Information |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Capacity-5 persons; Wood frame house; 2 bed rooms, bath, kitchen & den.;Furnished-BR ie single beds, cooking utensils & furniture.<br>All utilities paid. Medical & recreational facilities in Crowley.<br>Housing provided by employer. Transportation to & from housing work site will be provided. |      |  |                                |

d. Job Offer Information 4

|   |     |  |  |
|---|-----|--|--|
| 1. Section/Item Number *  | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Addendum C for F.2 |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Employer will provide workers with transportation<br>(A) to the place of employment from the place which the worker has come to work for the employer (i.e., inbound) and (B) from the place of employment to the place from which the worker has come to work for the employer (i.e, outbound). Transportation and related daily subsistence will be provided by the employer or paid by the employer to the worker for reasonable cost incurred (e.g., advance payment or reimbursement) and the employer will provide or pay for the charter bus services or other modes of transportation to groups of H-2A or U.S. workers, or permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved. |     |  |  |

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 *  | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - Addendum C for Transportation |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>The employer will reimburse the worker for the cost incurred by the worker for visa, MRV application fees, (if not previously paid by employer) border crossing fees, transportation cost and reasonable subsistence from the place from which the worker came to work for the employer to the place of employment to the extent that such worker - borne expenditures reduce the workers' FLSA earnings at the first pay period, or, no later than at the half way point in the contract ("50% period"). Daily subsistence (not less than \$14.00 per day) or the current minimum subsistence amount as published in the Federal Register from the place from which the worker, without intervening employment will come to work for the employer, will be paid to workers who cannot provide receipts and the maximum or the current maximum subsistence amount published in the Federal Register travel subsistence of \$59.00 per day will be paid to the workers with acceptable receipts. The transportation reimbursement will be calculated on the workers' actual cost but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved. At the option of the employer, the entire inbound transportation and subsistence expenses may be paid on or before the first payday. In the case of termination as a result of an Act of God, the employer will provide or pay the cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker is not returning to the place of departure and has subsequent employment with H2A employer who will bear transportation expenses. In the event of such termination of a contract, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. Whether such an event constitutes a contract impossibility will be determined by the CO. If the worker completes his contract, meaning his "period of employment", the employer will provide or pay the cost of return transportation and subsistence enroute from the place of employment, except when the worker is not returning to the place of departure, and has subsequent employment with an employer who will bear transportation expenses. In case of emergency call, Marcus Miller PH# 337-789-9868. |     |  |  |

f. Job Offer Information 6

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