OMB Approval: 1205-0466
Expiration Date: 11/30/2025

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

A. Job Offer Information

1. Job Title * CDL Driver

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	15	10	3. First Date * 4/1/2023	4. Last Date * 11/30/2023

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *(an entry is required for each box below)* *

48	**a. Total Hours**	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	8	h. Saturday

7. Hourly Work Schedule *
a. 4 : 00 ☑ AM ☐ PM
b. 12 : 30 ☐ AM ☑ 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 / Estimated Hourly Rate / Special Pay Information §
$ 18.00	☑ HOUR ☐ MONTH	$	

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * ☐ Yes ☑ N/A

10. Frequency of Pay: * ☑ Weekly ☐ Biweekly ☐ 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 Case Number: H-300-23017-706942 Case Status: Full Certification Determination Date: 02/21/2023 Validity Period: _____ to _____

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. *	12	3. Training: number of months required. *	0

4. Basic Job Requirements (check all that apply) §

- ☑ a. Certification/license requirements
- ☑ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 60 lbs.
- ☑ f. Exposure to extreme temperatures
- ☑ g. Extensive pushing or pulling
- ☑ h. Extensive sitting or walking
- ☑ i. Frequent stooping or bending over
- ☑ j. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	❑ Yes ☑ 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. Place of Employment Address/Location *
419 Main St

2. City *	3. State *	4. Postal Code *	5. County *
Cromwell	Connecticut	06416	Cromwell

6. Additional Place of Employment Information. *(If no additional information, enter "**NONE**" below)* *
Employer owns and/or controls all worksites.

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? *	☑ Yes ❑ N/A

D. Housing Information

1. Housing Address/Location *
421 Main Street

2. City *	3. State *	4. Postal Code *	5. County *
Cromwell	Connecticut	06416	Cromwell

6. Type of Housing *(check only one)* *	7. Total Units *	8. Total Occupancy *
☑ Employer-provided (including mobile or range) ❑ Rental or public	1	70

9. Identify the entity that determined the housing met all applicable standards: *
☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other (specify): _____

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and 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.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? *	❑ Yes ☑ N/A

E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per 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(g). 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. The employer: *	☐ **WILL NOT** charge workers for meals.		
	☑ **WILL** charge each worker for meals at	$ 14 . 00	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements 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. Workers responsible for securing inbound transportation arrangements. For non-local workers, employer reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable), at least-cost economy-class rates, from the place worker departed to the employer's place of employment.

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

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.)

Employer accepts referrals and applicants from all sources. Interview required. Employer's agent conducts interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in-person. Contact Employer 's agent Monday through Friday during the hours of 9:00 AM - 5:00 PM ET If unavailable, contact employer directly during the hours of 9:00 AM - 5:00 PM ET.
Employer Agent:
MAS Labor H2A, LLC
(434) 260-8833
referrals@maslabor.com
Referring State Workforce Agency (SWA) responsible for informing applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact employer or employers agent to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

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.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (860) 635-6988	N/A	elysat@cromellgrowers.com

5. 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

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 part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. 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 part 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 places of employment for which the employer is requesting temporary agricultural 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 or secure housing for the 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, and/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 or public housing 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, and/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 employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.

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), .210(d), or .302(c).

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). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

   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 came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. 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 be 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).

   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 place of employment to such subsequent employer's place of employment, 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 place of employment to such subsequent employer's place of employment, 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 employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 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 place(s) of employment 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 500.104 or 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. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). 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).

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), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, 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 wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

    If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if 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, 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 guarantees 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, the 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 U.S. 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 after the worker fails to show up for work at the regularly scheduled time 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 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 place of employment 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 place of employment to the subsequent employer's place of employment. 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 or who does not require a visa for entry to the United States, 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 work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).

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 first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (*e.g.*, email 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 first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first 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 first 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/or 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 §
Bartolotta	Edward	
4. Title *		
Chief Executive Officer		

H-2A Case Number: H-300-23017-706942 Case Status: Full Certification Determination Date: 02/21/2023 Validity Period: _____ to _____

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	1/18/2023

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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 §
Cromwell Growers, Inc.	Multiple pickup/delivery points within Fairfield County Connecticut FAIRFIELD		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Hartford County Connecticut EAST HARTFORD	Pickup/delivery points actually located in Hartford county, FLAG does not allow Hartford County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Litchfield County Connecticut LITCHFIELD		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Middlesex County Connecticut EAST HARTFORD	Pickup/delivery points actually located in Middlesex county, FLAG does not allow Middlesex County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within New Haven County Connecticut EAST HARTFORD	Pickup/delivery points actually located in New Haven County, FLAG does not allow New Haven County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within New London County Connecticut EAST HARTFORD	Pickup/delivery points actually located in New London County, FLAG does not allow New London County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Tolland County Connecticut TOLLAND		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Windham County Connecticut WINDHAM		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Barnstable County Massachusetts BOURNE	Pickup/delivery points actually located in Barnstable County, FLAG does not allow Barnstable County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Berkshire County Massachusetts HAMPDEN	Pickup/delivery points actually located in Berkshire county, FLAG does not allow Berkshire County as an option.	4/1/2023	11/30/2023	10

D. Additional Housing Information

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 §
Cromwell Growers, Inc.	Multiple pickup/delivery points within Bristol County Massachusetts HAMPDEN	Pickup/delivery points actually located in Bristol county, FLAG does not allow Bristol County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Dukes County Massachusetts HAMPDEN	Pickup/delivery points actually located in Dukes county, FLAG does not allow Dukes County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Essex County Massachusetts ESSEX		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Franklin County Massachusetts HAMPDEN	Pickup/delivery points actually located in Franklin county, FLAG does not allow Franklin County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Hampden County Massachusetts HAMPDEN		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Hampshire County Massachusetts HAMPDEN	Pickup/delivery points actually located in Hampshire county, FLAG does not allow Hampshire County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Middlesex County Massachusetts HAMPDEN	Pickup/delivery points actually located in Middlesex county, FLAG does not allow Midddlesex County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Nantucket County Massachusetts NANTUCKET		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Norfolk County Massachusetts NORFOLK		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Plymouth County Massachusetts PLYMOUTH		4/1/2023	11/30/2023	10

D. Additional Housing Information

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 §
Cromwell Growers, Inc.	Multiple pickup/delivery points within Suffolk County Massachusetts HAMPDEN	Pickup/delivery points actually located in Suffolk county, FLAG does not allow Suffolk County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Worcester County Massachusetts HAMPDEN	Pickup/delivery points actually located in Worcester county, FLAG does not allow Worcester County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Albany County New York ALBANY		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Allegany County New York ALLEGANY		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Bronx County New York BRONX		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Broome County New York BROOME		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Cattaraugus County New York CATTARAUGUS		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Cayuga County New York CAYUGA		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Chautauqua County New York CHAUTAUQUA		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Chemung County New York CHEMUNG		4/1/2023	11/30/2023	10

D. Additional Housing Information

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 §
Cromwell Growers, Inc.	Multiple pickup/delivery points within Chenago County New York CHENANGO		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Clinton County New York CLINTON		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Columbia County New York COLUMBIA		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Cortland County New York CORTLAND		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Delaware County New York DELAWARE		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Dutchess County New York DUTCHESS		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Erie County New York ERIE		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Essex County New York ESSEX		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Franklin County New York FRANKLIN		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Fulton County New York FULTON		4/1/2023	11/30/2023	10

D. Additional Housing Information

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 §
Cromwell Growers, Inc.	Multiple pickup/delivery points within Genesee County New York GENESEE		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Greene County New York GREENE		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Hamilton County New York HAMILTON		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Herkimer County New York HERKIMER		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Jefferson County New York JEFFERSON		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Kings County New York KINGS		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Lewis County New York LEWIS		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Livingston County New York LIVINGSTON		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Madison County New York MADISON		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Monroe County New York MONROE		4/1/2023	11/30/2023	10

D. Additional Housing Information

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 §
Cromwell Growers, Inc.	Multiple pickup/delivery points within Montgomery County New York MONTGOMERY		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Nassau County New York NASSAU		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within New York County New York NEW YORK		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Niagara County New York NIAGARA		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Oneida County New York ONEIDA		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Onondaga County New York ONONDAGA		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Ontario County New York ONTARIO		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Orange County New York ORANGE		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Orleans County New York ORLEANS		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Oswego County New York OSWEGO		4/1/2023	11/30/2023	10

D. Additional Housing Information

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 §
Cromwell Growers, Inc.	Multiple pickup/delivery points within Otsego County New York OTSEGO		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Putnam County New York PUTNAM		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Queens County New York QUEENS		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Rensselaer County New York RENSSELAER		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Richmond County New York RICHMOND		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Rockland County New York ROCKLAND		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within St. Lawrence County New York ST LAWRENCE		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Saratoga County New York SARATOGA		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Schenectady County New York SCHENECTADY		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Schoharie County New York SCHOHARIE		4/1/2023	11/30/2023	10

D. Additional Housing Information

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 §
Cromwell Growers, Inc.	Multiple pickup/delivery points within Schuyler County New York SCHUYLER		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Seneca County New York SENECA		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Steuben County New York STEUBEN		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Suffolk County New York SUFFOLK		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Sullivan County New York SULLIVAN		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Tioga County New York TIOGA		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Tompkins County New York TOMPKINS		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Ulster County New York ULSTER		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Warren County New York WARREN		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Washington County New York WASHINGTON		4/1/2023	11/30/2023	10

D. Additional Housing Information

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 §
Cromwell Growers, Inc.	Multiple pickup/delivery points within Wayne County New York WAYNE		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Westchester County New York WESTCHESTER		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Wyoming County New York WYOMING		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Yates County New York YATES		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Bristol County Rhode Island BRISTOL		4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Kent County Rhode Island NORTH PROVIDENCE	Pickup/delivery points actually located in Kent county, FLAG does not allow Kent County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Newport County Rhode Island NORTH PROVIDENCE	Pickup/delivery points actually located in Newport county, FLAG does not allow Newport County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Providence County Rhode Island NORTH PROVIDENCE	Pickup/delivery points actually located in Providence county, FLAG does not allow Providence County as an option.	4/1/2023	11/30/2023	10
Cromwell Growers, Inc.	Multiple pickup/delivery points within Washington County Rhode Island NORTH PROVIDENCE	Pickup/delivery points actually located in Washington county, FLAG does not allow Washington County as an option.	4/1/2023	11/30/2023	10

D. Additional Housing Information

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*) *

Crops/Commodities:
Annuals.
Drive semi tractor-trailer truck to/from delivery or pickup destinations. Regularly climb into and out of trucks and trailers. Check vehicles to ensure that mechanical, safety, and emergency equipment is in good working order. Inspect loads to ensure that cargo is secure. Secure cargo for transport using ropes, blocks, chains, binders, or covers. Check all load-related documentation for completeness and accuracy. Maneuver trucks into and out of loading and unloading positions. Load-unload trailers and cargo. Handle equipment and cargo carefully to prevent damage. Drive tucks to weigh stations before and after loading and along routes in compliance with state regulations. Interact with roadway officials. Complete pre-trip and post-trip inspection and paperwork on trucks and trailers. Clean/maintain lights, windows, and mirrors, and vehicle exterior. Add engine oil and fuel as needed. Perform preventative maintenance. Must be able to drive in rain, snow, and other hazardous conditions as needed. Drive in both on-road (paved) and off-road conditions. May drive other vehicle types. Use GPS and/or maps to navigate to destinations. Read/comprehend traffic signage and directions.

Workers must operate all equipment properly and in a manner that protects operator, others, the employer's products and property. Failure to comply with safety requirements and operating instructions may result in disciplinary action up to and including immediate termination.

Employer-paid post-hire drug testing is required upon reasonable suspicion of use. Must have and maintain a valid U.S. commercial driver's license (CDL) or Licencia Federal de Conductor with air brake and double/triple endorsements to permit driving of trucks. Must have clean driving record. Must comply with all applicable requirements of the USDOT regulations. Must have no disqualifying factors under applicable law or employer's motor vehicle insurance policy. Disqualifying factors include but are not limited to: conviction for driving under the influence, driving while impaired or the occurrence of a serious at-fault accident. A uniformly conducted motor vehicle records check will assess whether applicant has a clean driving record and is legally entitled to operate commercial motor vehicles in the United States.

Employer-paid pre-employment, as well as post-employment random, upon suspicion and post-accident drug testing required. Drug testing conducted uniformly for all employees, both foreign and domestic. Tests are conducted in accordance with USDOT standards after the initial employment offer has been extended and accepted. Drug test not required for prospective applicants prior to hiring decision. Any worker who fails a mandatory drug test and is unable to obtain the required licensing as a result will be terminated.

Supervisor(s) will provide instructions and directions to workers. Workers must be able to comprehend and follow instructions and communicate effectively to supervisors. Unusual, complex or non-routine activities will be supervised. Workers expected to perform basic duties in a proficient manner without close supervision.

Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. Workers will have an unpaid lunch break.
Certain long-haul delivery routes may require work shifts of up to 24 consecutive hours. Any long-haul delivery routes requiring work shifts in excess of 12 hours will be voluntary, available on a rotational basis, and performed in accordance with DOT regulations. Employer will comply with all DOT and FLSA requirements and obligations.

TERMINATION.

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 makes 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 wage advances and/or loans, health insurance premiums, retirement plan contributions, and/or third-party payments or wage assignments for products or services furnished for the worker’s benefit or convenience. All deductions comply with the Fair Labor Standards Act (FLSA) and applicable state law. Employer may deduct reasonable repair costs if the worker is found to be responsible for damage to housing beyond normal wear and tear. 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.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements

3. Details of Material Term or Condition (*up to 3,500 characters*) *

This job requires a minimum of 12 months of prior experience driving the combination of a tractor unit and semi-trailer, or a 3-axle or greater straight chassis tractor with a GVWR rating of greater than 26,001 lbs. with a trailer. Workers must be able to perform all duties with accuracy and efficiency. Saturday work required. Must be able to lift/carry 60 lbs. Employer-paid post-hire drug testing required. Must have and maintain a valid CDL with air brake and double/triple endorsements to permit driving of trucks.

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer provides incidental transportation between worksites at no cost to workers. For workers residing in employer-provided housing, employer also provides free daily transportation to and from the worksite, and weekly transportation to closest town/city for personal errands (e.g., groceries, banking services). Exact transportation schedule varies depending on work location, work/weather conditions, and other factors, but shall occur within a reasonable time before/after workday begins/ends.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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 - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Use of employer-provided transportation is voluntary. Workers who decline or are ineligible for employer-provided housing are responsible for own transportation. Employer attests that it will have enough vehicles, with appropriate seating capacity, to transport all workers eligible for employer-provided transportation. The employer will provide 11 vehicles.

1 Ford Van that will be used for weekly town visit. Seating Capacity is 16.
10 Volvo tractor/trailer trucks to be used for pickup/deliveries of products between each location. Seating Capacity is 2 per vehicle.

Transportation schedule:
The workers report daily to the Greenhouse which is within walking distance of their housing facility. Workers walk to office, which takes less than 1 minute.

Pick up and drop off times vary, but generally speaking:

Pick Up Time: 3:30 am
Drop Off Time: 1:00 pm

Travel distances vary by worksite. Vehicle safety standards at 29 CFR § 500.104 will apply to all vehicle classes in which round-trip travel in a workday is 75 miles or less. Vehicle safety standards at 29 CFR § 500.105 to the select classes of vehicle covered under such provision to the extent that round-trip travel exceeds 75 miles.

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Travel costs that bring workers' pay below the FLSA minimum wage reimbursed in first workweek; remainder of travel costs reimbursed upon completion of 50% of the contract period.

Workers responsible for securing outbound transportation arrangements. Employer pays/reimburses workers for outbound travel (transportation, subsistence, and lodging if applicable) at completion of contract, based on least-cost, economy-class rates. Employer does not pay/reimburse outbound travel costs to workers who resign voluntarily, abandon employment, or are terminated for cause.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 1

3. Details of Material Term or Condition (*up to 3,500 characters*) *

All workers will be subject to a five-day trial 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 trial 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 trial 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.
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.
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.
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.
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 of 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.
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 by 7:00 AM. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence).
5.

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 2

3. Details of Material Term or Condition (*up to 3,500 characters*) *

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.
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.
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.
8.Workers assigned to bunk beds in employer-provided housing may not separate bunk beds.
9.Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing.
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.
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.
12.Workers may not sleep, waste time, or loiter during working hours.
13.Workers may not leave the field or other assigned work area without permission of employer or supervisor.
14.Workers may not enter employer's premises without authorization.
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.
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.
17.Workers may not deliberately restrict production or damage products/commodities.
18.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.
19.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.
20.Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination.
21.Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination.
22.Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination.
23.Workers may not falsify identification, personnel, medical, production or other work-related records.
24.Workers may not drive any vehicles on employer's property without proper licensing, if required.
25.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.
26.Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer.
27.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 3

3. Details of Material Term or Condition (*up to 3,500 characters*) *

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.
28.Workers may not misuse or remove from the farm premises without authorization any employer-owned property.
29.Workers may not accept personal gifts from employer's vendors or customers without employer's authorization.
30.Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor.
31.Workers must follow supervisor's instructions. Insubordination is cause for termination.
32.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.
33.Workers may not make long distance phone calls on the employer's phone without employer's explicit permission.
34.Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule:
First Offense: Oral warning and correction.
Second Offense: Written warning and unpaid leave for balance of day.
Third Offense: Immediate termination. Worker will be asked to sign written fact statement.

j. Job Offer Information 10

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 1

3. Details of Material Term or Condition (*up to 3,500 characters*) *

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)(5)(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.

FIRST WEEK'S PAY. Failure to contact the respective SWA office within the timeframe specified in 20 CFR § 653.501(d)(4) shall disqualify any applicant from the assurances set forth therein.

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 non-discriminatory individualized factors.

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.

Employer will pay each worker by cash, check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is
weekly.
Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA).

ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.

SCHEDULING CHANGES. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods may occur anytime throughout the season. Workers may be assigned a variety of duties in any given day and different tasks on different days.

REASONABLE ACCOMMODATIONS. Qualified workers with disabilities must notify the employer of any accommodations needed to perform the job. Workers must be able to perform the work required, with or without reasonable accommodations. A worker is not eligible for the job if the worker is not able to perform the job duties even with the requested accommodation, or if the employer is not reasonably able to provide the accommodation (i.e., because the accommodation would cause undue hardship on the operation of the business).

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.

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 obtains an extension of status.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.