

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



A. Job Offer Information

1. Job Title * Blueberry farm worker							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		35	35	3. First Date * 3/31/2023		4. Last Date * 7/8/2023	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
35	a. Total Hours	6	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	6	d. Tuesday	7	f. Thursday	2	h. Saturday
						a. 8 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. 3 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) Workers will be manually picking and packing blueberries by hand. Workers may lift and carry up to 30 lbs. Work can be in inclement weather conditions including extremely hot, humid, cold, and/or rainy weather to maturity of the plants. Workers will be picking, packing, sorting, grading, carrying blueberries to the trailer for loading and unloading. Blueberries cannot be picked when wet. Workers will be required to pick up 30 lb containers of ungraded berries. Workers will be required to palletize finished blueberries for palletization. The workers will pick up trash, clean, sweep, mop, weed, take out trash, and other farm duties as needed. Tools are provided by employer at no cost. Must show proof of legal authority to work in USA. Must be 18 years old. Long sleeve shirts and long pants are recommended to minimize contact with the plants and thereby reduce the exposure to cuts and scrapes caused by the plants. Perform prolonged walking over uneven ground in dusty or muddy conditions, bending and reaching. Workers must adhere to all safety rules as instructed by the supervisor. Workers must take care to handle tools, equipment and produce in a manner to avoid injury or damage. Tools will be provided at no cost to the worker. Operational specifications can change during the and due to crop or market condition. Workers will be expected to conform to the specific instructions given for each day's work. Instructions and general supervision will be provided by the employer or a designated employee. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instructions. Work will be closely monitored and reviewed for quality. Daily individual work assignments, crew assignments and location of work will be made by the employer or designated employee as the needs of the operation dictate. Workers may be assigned a variety of duties in any given day and different tasks on different days.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 13 . 67		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> 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? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See addendum C							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input type="checkbox"/> h. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>30</u> lbs.		<input type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
245 Preston Drive			
2. City *	3. State *	4. Postal Code *	5. County *
Douglas	Georgia	31535	Coffee
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
See addendum c			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
Benton's Motel 1660 S Peterson Ave			
2. City *	3. State *	4. Postal Code *	5. County *
Douglas	Georgia	31535	Coffee
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input type="checkbox"/> Employer-provided (including mobile or range) <input checked="" type="checkbox"/> Rental or public		12	36
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
Housing lease agreement will be sent as an attachment. No charges to the workers. Family housing is not available. Housing is not provided to non-workers. Separate toilet facilities shall be provided by the employer for males and females. Workers who reside in employer provided housing agree to be responsible for maintaining the housing in a neat and clean manner.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

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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 will provide workers with 3 meals per day and will deduct \$12.68 per day from each worker for meals.

El empleador proporcionara a los trabajadores 2 comidas por dia y deducira \$12.68 por dia de cada trabajador para las comidas.

2. The employer: *

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

☒ **WILL** charge each worker for meals at \$ 12 . 68 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.)

Employer will provide transportation to and from the work site location at no cost to the workers on a daily basis.

Transportation to the grocery store and laundromat will be provided on a weekly basis or as needed at no cost to the worker.

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.)

The employer will reimburse all travel and subsistence from the country in which their Visa is issued after the worker arrives to housing or work site location. After completion of the work contract, the employer will provide transportation reimbursement payment equal to the workers actual transportation cost not to exceed the most economical and reasonable common carrier transportation charges for the distance involved.

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

\$ 15 . 46

per day *

b. no more than

\$ 59 . 00

per day with receipts

G. Referral and Hiring Instructions



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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.)

Applicants will be accepted from all sources. Only applicants that meet all qualifications on the job order should be referred by the SWA, including availability to work the whole contract, work in inclement weather (rain, heat, cold). In the event the employer receives phone calls, or walk in applicants, the employer will inform the potential employee of the job requirements and will consider workers based on qualifications. Applicants can call the employer Monday through Thursday from 10AM to 3PM.

Los solicitantes sern aceptados de todas las fuentes. Slo los solicitantes que cumplan con todos los requisitos en la orden de trabajo deben ser referidos por la SWA, incluyendo la disponibilidad para trabajar todo el contrato, trabajar en condiciones climticas inclementes (lluvia, calor, fro). En el caso de que el empleador reciba llamadas telefnicas, o camine en los solicitantes, el empleador informar de los requisitos y considerar a los trabajadores en funcin de las calificaciones del empleador. Los solicitantes pueden llamar al Empleador de lunes a jueves de 10 AM to 3 PM.

2. Telephone Number to Apply *
+1 (912) 383-4600

3. Extension §
N/A

4. Email Address to Apply *
segablueberry@gmail.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:

- 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.
- 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).
- 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.
- 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).
- 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).



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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).



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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



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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)(3)(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 * Morgan	2. First (given) name * Diskin	3. Middle initial §
4. Title * Grower/Co-Owner		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/11/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Blueberry Harvesting	\$ 00 55 _____ . _____	Piece Rate	\$0.55 per pound \$0.55 por libra
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation - Spanish
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador proporcionara transporte hacia y desde la ubicaci3n del sitio de trabajo, sin costo para los trabajadores, diariamente. El transporte al supermercado y la lavanderia se proporcionara semanalmente o segun sea necesario, sin costo alguno para el trabajador.</p> <p>A van will be used daily to take workers to and from the employer-provided housing to our job site. There will be one 15 passenger van used for SEGA Blueberry. The pickup schedule is: 7:00AM, 7:20AM, and 7:40AM. Each group will be assigned a pickup time. The take home schedule will depend on the length of the workday but it will also be in three stages. The vehicle we use will be leased from a rental car company (e.g. Enterprise) prior to workers arrival in the United States. SEGA Blueberry will provide full auto insurance coverage for the passenger van during the entire time of our use of it. Workers who do not reside in our employee-provided housing will not be eligible for free transportation to and from our job site. I, Diskin Morgan, of SEGA Blueberry LLC will provide full auto insurance coverage on the rental van used for employee transportation once it is in our possession. The company does not own a vehicle.</p>			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Information Regarding Job Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will only conduct a drug test only if the worker (employee) is in a work-related accident. The drug testing will be at the employers expense. If the worker fails the drug test or refuses the drug testing, this will be probable cause for termination of employment.</p> <p>El empleador solo llevar a cabo una prueba de drogas solo si el trabajador (empleado) est en un accidente laboral. La prueba de drogas ser a expensas de los empleadores. Si el trabajador no pasa la prueba de drogas o rechaza la prueba de drogas, esto ser causa probable para la terminacin del empleo.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions - Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * Seguro Social - No H2A Impuesto Federal - No H2A Impuesto estatal - No H2A LOS REGISTROS DE GANANCIAS SE MANTENDRN DE ACUERDO CON 655.12 (J) A (M). EN O ANTES DE CADA DA DE PAGO, CADA TRABAJADOR RECIBIR UNA DECLARACIN DE HORAS Y GANANCIAS QUE MUESTRE LAS FECHAS DE INICIO Y FINALIZACIN DEL PERODO DE PAGO,EL NOMBRE DEL EMPLEADOR, LA DIRECCIN Y EL NMERO DE IDENTIFICACIN FEDERAL (FEIN), LAS HORAS OFRECIDAS, LAS HORAS REALMENTE TRABAJADAS, LA TARIFA POR HORA Y / O LA TARIFA DE PAGO A DESTAJO, Y SI ES POR PIEZA SE UTILIZAN LASTARIFAS, LAS UNIDADES PRODUCIDAS DIARIAMENTE. EL ESTADO DE HORAS Y GANANCIAS TAMBIN INDICAR LAS GANANCIAS TOTALES PARA EL PERODO DE PAGO Y TODAS LAS DEDUCCIONES DE LOS SALARIOS. Los trabajadores deben esperar que los periodos ocasionales de poco o ningn trabajo debido al clima de la cosecha u otra condicin estn fuera del control del empleador. Estos periodos pueden ocurrir en cualquier momento a lo largo de la temporada. Nuestra solicitud de licencia debe hacerse al empleador por escrito. Todas las ausencias se contabilizarn para las horas ofrecidas a efectos de la garanta 3/4.			

d. Job Offer Information 4

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Damages - English/Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * Any damages to company property, housing, equipment, will be deducted from worker paycheck. Cualquier dano a la pro pied ad, vivienda, equipo de la empresa se deducira del cheque de pago del trabajador.			

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

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Spanish
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Los trabajadores recoger y empacarn manualmente los arndanos a mano. Los trabajadores pueden levantar y cargar hasta 30 libras. El trabajo puede ser en condiciones climticas adversas, incluyendo clima extremadamente caluroso, hmedo, fro y / o lluvioso hasta la madurez de las plantas. Los trabajadores recoger, empacarn, clasificarn, clasificarn, llevarn arndanos al remolque para cargarlos y descargarlos. Los arndanos no se pueden recoger cuando estn mojados. Los trabajadores debern recoger contenedores de 30 libras de bayas sin clasificar. Se requerir que los trabajadores paleticen los arndanos terminados para la paletizacin. Los trabajadores recoger la basura, limpiarn, barrern, trapearn, desmalezarn, sacarn la basura y otras tareas agrcolas segn sea necesario. Las herramientas son proporcionadas por el empleador sin costo alguno. Debe mostrar prueba de autoridad legal para trabajar en los Estados Unidos. Debe tener 18 aos. Se recomiendan camisas de manga larga y pantalones largos para minimizar el contacto con las plantas y as reducir la exposicin a cortes y rasguos causados por las plantas. Realice caminatas prolongadas sobre terreno irregular en condiciones polvorientas o fangosas, doblando y alcanzando. Los trabajadores deben cumplir con todas las reglas de seguridad segn las instrucciones del supervisor. Los trabajadores deben tener cuidado de manejar herramientas, equipos y productos de manera que se eviten lesiones o daos. Las herramientas se proporcionarn sin costo alguno para el trabajador. Las especificaciones operativas pueden cambiar durante el y debido a la condicin del cultivo o del mercado. Se espera que los trabajadores se ajusten a las instrucciones especificas dadas para cada da de trabajo. Las instrucciones y la supervisin general sern proporcionadas por el empleador o un empleado designado. Se espera que los trabajadores realicen sus tareas de manera oportuna y competente y tendrn una estrecha supervisin para asegurar el cumplimiento de las instrucciones. El trabajo ser monitoreado de cerca y revisado para determinar su calidad. Las asignaciones diarias de trabajo individuales, las asignaciones de tripulacin y la ubicacin del trabajo sern realizadas por el empleador o el empleado designado segn lo dicten las necesidades de la operacin. A los trabajadores se les puede asignar una variedad de tareas en un da determinado y diferentes tareas en diferentes das.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Housing Regulation - English
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Family housing is not available. Housing is not provided to non-workers. Separate toilet facilities shall be provided by the employer for males and females. Workers who reside in employer provided housing agree to be responsible for maintaining the housing in a neat and clean manner. Before occupancy, housing shall be in compliance with all local, state, and federal standards. Workers residing in employer provided housing are expected to maintain their living quarters to standards posted on the property and shall promptly report problems to the employer. Workers shall cooperate with other workers assigned to same housing in maintaining kitchen, dining, bathroom and living areas in the same general condition the unit was in prior to occupancy. The employer retains possession and control of the employee provided housing at all times. Workers provided housing under the terms of this job order shall vacate the housing promptly upon termination of employment.</p>			

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

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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 - Housing Regulation - Spanish
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Vivienda familiar no esta disponible para gente que no trabajan. Instalaciones de aseo seran proporcionadas por el patrono para machos y hembras. Los trabajadores que residen en empleador proporcionado vivienda aceptan ser responsable para el mantenimiento de la vivienda de una manera aseada y limpia. Antes de ocupaci6n, vivienda sera conforme a los estandares locales, estatales y federales. Trabajadores que residan en empleador proporcionada vivienda esperan mantener sus viviendas a estandares en la propiedad y deberan reportar con prontitud problemas al empleador. Los trabajadores deberan cooperar con otros trabajadores asignados a la misma vivienda en mantener la cocina, comedor, bafio y salon en la misma condici6n general que la unidad era de antes de la ocupacion. El empleador conserva la posesi6n y el control del empleado proporcionado vivienda en todo memento. Los trabajadores de la vivienda en los terminos de esta orden de trabajo deberan desocupar la vivienda inmediatamente a la terminaci6n del empleo.			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Driving Requirements - English
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Though not a hiring requirement, if a worker drives a company vehicle during the period of employment then at the time of operating the company vehicle the driver must possess a valid driver's license issued by a U.S. state or foreign equivalent and operate the company vehicle in accordance with the license restrictions and vehicle classifications applicable to that license.			

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

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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 - Driving Requirements - Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * Requisito de conduccion Aunque no es un requisito de contratacion, si un trabajador conduce un vehiculo de la empresa durante el periodo de empleo y, al momenta de operar el vehiculo de la empresa, el conductor debe poseer una licencia de conducir valida emitida por un Estado de EE. UU. 0 equivalente en el extranjero y opere el vehiculo de la empresa de acuerdo con las restricciones de licencia y las clasificaciones de vehiculos aplicables a esa licencia.			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Requirement/Safety
3. Details of Material Term or Condition (up to 3,500 characters) * Workers must be constantly alert and adhere to all safety rules as instructed by the supervisor. Workers must take care to handle tools, equipment and product in a manner to avoid injury or damage. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday on or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used nor kept on the employer's premises. With the exception of the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work or when authorized by the person in charge. Workers must use toilet and handwashing facilities and practice good personal hygiene. Raise safety and health concerns with the employer. Use of personal electronic devices, including cell phones is generally not permitted during working hours. No firearms or other weapons may be brought onto the employer's premises, housing or work sites at any time. Harassing behavior or actions that create a work environment that is intimidating, hostile, abusive or offensive will subject an employee to disciplinary action, up to and including immediate discharge. Threatening, intimidating, coercing or otherwise interfering with the performance of fellow employees is prohibited. Workers may not engage in horseplay, scuffling, or throwing things during work hours. Workers may be discharged for fighting on the employer's premises. If you are hurt on the job, tell your supervisor immediately. Drink water often on hot days.			

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

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Requirement - Safety - Spanish
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Requisitos laborales: seguridad</p> <p>Los trabajadores deben estar constantemente alerta y cumplir con todas las reglas de seguridad segun las instrucciones del supervisor. Los trabajadores deben tener cuidado de manipular las herramientas, el equipo y el producto de manera que se eviten lesiones o daños. No se permite el uso o posesión de alcohol o drogas ilegales durante el horario de trabajo o durante cualquier día de trabajo antes de que se complete el trabajo para ese día (coma durante los periodos de comida o de descanso). Los trabajadores no pueden presentarse a trabajar bajo la influencia del alcohol o drogas ilegales. No se pueden usar ni guardar drogas ilegales en las instalaciones del empleador. Con la excepción de la vivienda asignada al trabajador, los trabajadores no pueden ingresar a las instalaciones del empleador en horarios que no sean los horarios en que el empleado esta programado para trabajar o cuando lo autorice la persona a cargo. Los trabajadores deben usar los baños y las instalaciones para lavarse las manos y practicar una buena higiene personal. Plantee preocupaciones de seguridad y salud con el empleador. El uso de dispositivos electrónicos personales, incluidos telefonos celulares, generalmente no esta permitido durante el horario laboral. No se pueden traer armas de fuego u otras armas a las instalaciones, la vivienda o las lugares de trabajo del empleador en ningun momento. El comportamiento o las acciones de acoso que crean un ambiente de trabajo intimidante, hostil, abusivo u ofensivo someteran al empleado a una acción disciplinaria, hasta e incluyendo el despido inmediato. Esta prohibido amenazar, intimidar, coaccionar o interferir de cualquier otra forma con el desempeño de los compañeros de trabajo. Los trabajadores no pueden participar en juegos bruscos, peleas o tirar cosas durante las horas de trabajo. Los trabajadores pueden ser despedidos por pelear en las instalaciones del empleador. Si se lesiona en el trabajo, informe a su supervisor de inmediato. Beba agua con frecuencia en las días calurosos.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules - Part 1 English
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The following rules are intended to provide standards of conduct expected of workers employed under this job order. Violations of these rules or other lawful, job-related employer requirements will be considered grounds for termination. In cases of less serious violations, penalties such as suspension without pay for up to three (3) days based on the supervisor's consideration of the degree of the infraction, the worker's prior record and other relevant factors for the purpose of considering if the worker is able and/or willing to do the job will be imposed. Workers are expected to comply with ALL rules related to discipline, attendance, work quality/quantity and the care/maintenance of all property.</p> <ol style="list-style-type: none">Workers must be able to maintain the quality and quantity of work needed to complete the requirements of the job at all times. Workers may not misrepresent the quantity or quality of work performed.No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used nor kept on the employer's premises.Excessive absences or tardiness is not permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period. Excessive tardiness is defined as unexcused arrival for work after the regularly scheduled time for three consecutive days or late for five unexcused days within a 30-day period. Job abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five consecutive working days without the consent of the employer.Workers are expected to maintain their living quarters to standards posted on the property and shall promptly report problems to employer. Workers shall cooperate with other workers assigned to the same housing in maintaining kitchen, dining, bathroom and living areas in the same general condition the unit was in prior to occupancy.Workers living in employer-provided housing that are assigned bunk beds may not separate nor move bunk beds.Workers living in employer-provided housing may not cook in sleeping rooms or any other non-kitchen areas.Workers may not repeatedly drop paper, cans, bottles or other trash in fields, packinghouses or housing areas. Trash and waste receptacles must be used.Except for the worker's assigned housing and/or work area/field, workers may not enter employer's premises without authorization by the person in charge.Except for the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work.Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer.Workers may not abuse/extend break periods which may be provided or take unauthorized breaks from work.Workers may not engage in horseplay, scuffling, throwing things, wasting time, or loitering during work hours.Workers may not post nor remove any notices, signs, or other instructions from the employer's property.Workers may be discharged if they steal from fellow workers or from the employer.Workers may not falsify personnel, medical, production or other work-related records.			

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



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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules Part 2 - English
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>16. No children allowed on any farm property. This will be a cause for automatic dismissal.</p> <p>17. Workers may not willfully abuse or destroy any machinery, equipment, tools, or other property belonging to the employer or other employees.</p> <p>18. After completion of the introductory period, workers are to keep up with agricultural equipment and not detrimentally affect another workers productivity. Workers may not deliberately restrict production.</p> <p>19. Employer will conduct drug test at employer's expense if accident occurs during work hours. Denial or failure of drug test results in termination of employment.</p> <p>20. Workers may not disregard instructions of the employer or designated employees.</p> <p>21. Workers may not interrupt other workers resVsleep periods by excessive or unnecessary noise or commotion.</p> <p>22. Workers may not have guests in employer-provided housing past 10:00pm, except on Saturday, not past 12:00am midnight. Workers and/or their guests may not engage in indecent, immoral, or illegal conduct at any time on the employer's premises.</p> <p>23. Repeated failure to follow instructions, obey safety requirements, and equipment and vehicle operation instructions may result in termination.</p> <p>24. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to picking standards, or rough handling of produce may be terminated.</p> <p>25. No firearms or other weapons may be brought onto the employer's premises, housing, or worksites at any time. This is cause for immediate termination.</p> <p>26. Use of personal electronic devices, including cell phones, is not permitted during working hours.</p> <p>27. In the event that the employer issues electronic badges for timekeeping and/or piece rate tabulation, workers must keep badges in their possession at all times during work hours.</p> <p>28. Workers may be discharged for fighting on the employer's premises.</p> <p>29. Harassing behavior or actions that create a work environment that is intimidating, hostile, abusive, or offensive will subject an employee to disciplinary action, up to and including immediate discharge.</p> <p>30. Threatening, intimidation, coercing or otherwise interfering with the performance of fellow employees is prohibited.</p> <p>31. No jewelry, bracelets, watches, earrings, belly rings, except wedding bands are allowed.</p> <p>Failure to comply with the above work rules may result in termination/discharge. If you do not understand any of the above rules, ask your supervisor for an explanation.</p>			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules Part 1 - Spanish
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>REGLAS DE TRABAJO</p> <p>Las siguientes reglas se hicieron con el proposito de proporcionar estandares de la conducta esperada de las trabajadoras empleadas bajo este contrato. La violacion de estas reglas u otros requerimientos legales del patron que esten relacionadas al trabajo seran determinantes para su terminaci6n. En casos de menor violaci6n, las trabajadoras seran penalizados con una suspension de su trabajo hasta por tres (3) dias, segun la consideraci6n del supervisor del nivel de la infracci6n, el historial del trabajador y otros factores relevantes al proposito de considerar si el trabajador es capaz y dispuesto a hacer el trabajo. Se espera que las trabajadoras cumplan con TODAS las reglas relacionadas con la disciplina, atenci6n, calidad/cantidad de trabajo, asi como el cuidado/mantenimiento de la propiedad.</p> <p>1. Los trabajadores deben ser capaces de mantener la calidad y cantidad de trabajo necesario para completar los requisitos de trabajo todo el tiempo. Los trabajadores no deben alterar la cantidad o calidad del trabajo realizado.</p> <p>2. Nose permite el uso o la posesi6n de alcohol o drogas ilegales durante el tiempo de trabajo o durante cualquier dia antes de completar el trabajo para el dia de trabajo (asi coma durante sus comidas o descansos). Los trabajadores no deberan presentarse bajo la influencia del alcohol o drogas ilegales. No puede usar o guardar drogas ilegales en la propiedad del patron.</p> <p>3. Ausencias excesivas o llegadas tarde no se permitiran. Se define "ausencias excesivas" coma tres dias consecutivos sin excusa o cinco dias consecutivos sin excusa en un periodo de treinta dias. Llegadas tardes excesivas se define coma llegar al trabajo sin permiso despues del horario regular planeado por tres dias consecutivos o /legar tarde por cinco dias sin excusa en un periodo de treinta dias. El abandono del trabajo se considerara que comienza despues de que un trabajador no reporte para el trabajo en el tiempo regularmente programado por cinco dias laborables consecutivos sin el consentimiento del patron</p> <p>4. Los trabajadores deben mantener sus viviendas segun los estandares colocados en la propiedad y reportaran inmediatamente cualquier problema al patron. Los trabajadores deben cooperar con otros trabajadores asignados a la misma vivienda, y deberian trabajar juntas para mantener la cocina compartida, el comedor, el barrio, y la sala a la condi6n general en el cual estuvo la vivienda antes de ser ocupada.</p> <p>5. Los trabajadores que vivan en viviendas del patron, se les asignaran literas, las cuales no deberan separar o mover.</p> <p>6. Los trabajadores que vivan en viviendas del patron no podria cocinar en los dormitorios de en otras areas que no correspondan a la cocina.</p> <p>7. Los trabajadores no deberan tirar papales, latas, botellas u otras basuras en los campos, en la empacadora o en areas de vivienda. Deberian usar los boles de basura.</p> <p>8. Los trabajadores no deberan entrar en la propiedad del patol sin autorizacion, excepto en sus viviendas asignadas y areas de trabajo.</p> <p>9. Los trabajadores no deberan entrar en la propiedad del patron excepto en sus propias viviendas durante las horas que no trabajen.</p> <p>10. Los trabajadores no deberan empezar su trabajo antes de lo planeado ni continua, su trabajo despues de la hora de terminar a menos que el patron lo autorice.</p> <p>11. Los trabajadores no deberan abusar de sus periodos de descanso. Nose tomaran descansos que no sean autorizados.</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules - Part 2 Spanish
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>12. Los trabajadores no deberan jugar, pelear, tirar cosas, perder el tiempo o vagar durante las horas de trabajo.</p> <p>13. Los trabajadores no podrn pegar o quitar alguna nota, letrero u otras instrucciones de la propiedad del patrón.</p> <p>14. Los trabajadores podrn ser despedidos si roban a sus compalieros de trabajo a al patrón.</p> <p>15. Los trabajadores no podrn falsificar ningln documento personal, medico, de produccin u otro documento relacionado con su empleo.</p> <p>16. Nose permitan nlios en la propiedad de trabajo o viviendas. Es una causa para el despido automctico.</p> <p>17. Los trabajadores no deberan abusar o destruir a propósito alguna maquinaria, equipo, herramientas, u otra propiedad que le pertenezca al patrón o a otros empleados.</p> <p>18. DespuEls de completar el periodo introductorio, los trabajadores deben trabajar tan rpido coma equipo agrícola y no afectar negativamente la productividad de ellos. Los trabajadores no pueden restringir la produccin deliberadamente.</p> <p>19. El empleador realizara pruebas de drogas a cargo de las empleadores si ocurre un accidente durante las horas de trabajo. La negación o el fracaso de las resultados de las pruebas de drogas en la terminación del empleo.</p> <p>20. Los trabajadores no deben ignorar las instrucciones del empleador ni de las empleados designados.</p> <p>21. Los trabajadores no podrn interrumpir las periodos de descanso/periodos con excesivo ruido a alboroto.</p> <p>22. Los trabajadores no podran recibir visitas despues de las 10:00pm de la noche durante la semana. En las sabados si permite la visita hasta las 12:00am de la noche en la vivienda del patrón. Los trabajadores y sus visitantes no deberian realizar actividades indecentes, inmorales o ilegales dentro de las instalaciones del patrón.</p> <p>23. Oejar de seguir las instrucciones constantemente, obedecer requerimientos de seguridad, a instrucciones para operar equipo o vehiculos puede resultar en despido.</p> <p>24. Cualquier trabajador que constantemente impida el progreso del grupa par estar atrasado, salir temprano, no rigiendo rigurosamente a las normas de cosecha o manipulancJo bruscamente las productos puede ser despido.</p> <p>25. No se permite traer armas de fuego o de otro tipo a la propiedad del patrón vivienda o sitios de trabajo, nunca. Es causa de despedida inmediata.</p> <p>26. Nose permite usar ningUn articulo electrónico personal, incluyendo teléfonos celulares, durante las horas de trabajo.</p> <p>27. En caso de que el empleador les entregue a las trabajadores una plaque para mantener sus horas y/o recordar las tarifas par pieza (contrato), las trabajadores deben guardar las placas en su posesión todo el tiempo durante las horas de trabajo.</p> <p>28. Los trabajadores pueden ser despedidos par pelear en la propiedad del empleador.</p> <p>29. Comportamiento de acoso o acciones que crean un ambiente de trabajo intimidante, hostil, ofensivo o abusive someteran a un empleado a una acción disciplinaria, hasta el punto de incluir su despido inmediato.</p> <p>30. Se prohíbe amenazar, intimidar, coaccionar ode alguna manera interferir con el rendimiento de sus compalieros de trabajo.</p> <p>31. Nose permite joyas, relojes, pendientes, anillos del vientre, con excepción de la alianza de boda.</p> <p>LOS QUE NO SIGAN LAS REGLAS DE TRABAJO Y MENCIONADOS PUDE SER DESPEDIDOS. SI NO ENTIENDE CUALQUIERA DE LAS REGLAS YA MENCIONADOS, PIDALE A SU SUPERVISOR UN EXPLICACION.</p>			

p. Job Offer Information 16

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Social Security - Non H2A Federal Tax - Non H2A State Tax - Non H2A EARNINGS RECORDS WILL BE MAINTAINED IN ACCORDANCE WITH 655.12(J) THROUGH (M). ON OR BEFORE EACH PAYDAY, EACH WORKER WILL BE GIVEN AN HOURS AND EARNINGS STATEMENT SHOWING THE BEGINNING AND ENDING DATES OF PAY PERIOD, EMPLOYER NAME, ADDRESS, AND FEDERAL IDENTIFICATION NUMBER (FEIN), HOURS OFFERED, HOURS ACTUALLY WORKED, HOURLY RATE AND/OR PIECE RATE OF PAY, AND IF PIECE RATES ARE USED, THE UNITS PRODUCED DAILY. THE HOURS AND EARNINGS STATEMENT WILL ALSO INDICATE TOTAL EARNINGS FOR THE PAY PERIOD AND ALL DEDUCTIONS FROM WAGES.</p> <p>Workers should expect occasional periods of little or no work because of weather crop or other condition to be beyond the employer's control. These periods can occur any time throughout the season. Our request for leave of absence must be made to the employer in writing. All absences will be counted towards hours offered for the purpose of the guarantee.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * El empleador reembolsara todos los viajes y manutención, desde el país en el que se emitió su Visa, después de que el trabajador llegue a la vivienda o al lugar de trabajo. Después de la finalización del contrato de trabajo, el empleador proporcionara un pago de reembolso de transporte equivalente al costo de transporte real de los trabajadores sin exceder los cargos de transporte de transporte público mas económicos y razonables para la distancia involucrada.			

r. Job Offer Information 18

1. Section/Item Number *	D.11	2. Name of Section or Category of Material Term or Condition *	Housing
3. Details of Material Term or Condition (up to 3,500 characters) * The company will rent Benton's Motel in Douglas, GA for employee housing. The accommodations are compliant with applicable housing health and safety standards. The company will rent 12 rooms with 3 beds per room for a total occupancy of 36. The signed rental agreement is below. The hotel inspection report is below.			

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