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 * Farmworker/Laborer

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	6	6	3. First Date * 4/24/2023	4. Last Date * 10/31/2023

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)* *

36	**a. Total Hours**	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday

7. Hourly Work Schedule *
a. 8 : 00 ☑ AM ☐ PM
b. 3 : 00 ☐ 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.)

Job requires worker to complete tasks in general farm labor, hand harvest of bell peppers, specialty peppers, eggplant, squash, broccoli and tomatoes.

Farm Laborer: Worker must exercise caution at all times to not break or damage crops, plants, equipment, or harm other workers. Worker will be required to stoop, bend, and lift up to 60 pounds throughout the day.
Train Plants: Worker may be required to properly place plants back in strings if they are disturbed by the weather or if the stakes break. This will be done according to supervisor instructions.

Weeding: Worker will remove weeds on plastic beds by hand, as instructed by supervisor. Worker will be required to safely use a hoe to weed between plastic. Worker will be required to safely use hoe and clippers throughout the day. Worker will throw weeds onto ground.

General Farm Maintenance: Worker may be required to fix or repair plastic that is loose or damaged. Worker will dig ditches in plastic for drainage. Worker will install, repair and replace or remove irrigation lines as instructed by supervisor. Worker will be required to use shovel throughout the day.

General Field Clean-Up: Worker will clean field of plastic, trash, or crop-growing materials, as instructed by supervisor.

Seeding & Planting: Worker will perform hand tasks in Greenhouse to sow seed. Worker will take plants from flat and place into the ground where the root ball is completely covered. Worker will gently firm soil around the plant. This will be done either by sitting on a transplanter or by walking through the field. At times, this will be a replanting process where worker may have to remove a dead or damaged plant according to supervisor instructions.

Pay will be hourly.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 17 . 34	☑ HOUR ☐ MONTH	$ 00 . 44	per 100 feet of plastic bed (Tying). Estimated hourly rate $19.36/hr. Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.

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-300-23040-761158 Case Status: Full Certification Determination Date: 03/23/2023 Validity Period: _____ to _____

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. * 2

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 *
68900 C.R. 376

2. City *	3. State *	4. Postal Code *	5. County *
Hartford	Michigan	49057	Van Buren

6. Additional Place of Employment Information. *(If no additional information, enter "**NONE**" below)* *

None

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *
8940 Industrial Drive

2. City *	3. State *	4. Postal Code *	5. County *
Watervliet	Michigan	49098	Van Buren

6. Type of Housing *(check only one)* *
☑ Employer-provided (including mobile or range) ☐ Rental or public

7. Total Units * 2

8. Total Occupancy * 64

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)* *

none

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-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Worker purchases food and prepares meals. Employer offers no cost transportation to worker at least once a week to stores for food and other items.

2. The employer: *	☑ **WILL NOT** charge workers for meals.		
	❑ **WILL** charge each worker for meals at	$ _____ . ____	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.)

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 15 . 46	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 from any source. Candidates are encouraged to register at nearest employment office (i.e. Michigan Works!), to receive terms and conditions of employment. Van Buren Michigan Works! may be reached at 800-285-9675 or by visiting their website at www.michiganworks.org.

Applicants should apply for job opportunity at nearest SWA office (20 CFR 655.152(j)). SWA advises applicants of material terms and conditions of employment, and only refers applicants for employment if applicant confirms he or she is qualified, able, willing, and available for employment. (20 CFR 655.155). SWA refers applicants to employer agent, Great Lakes Ag Labor Services, via email at wuglals@michfb.com

Candidates may call Great Lakes Ag Labor Services at 517-391-5090, for interview during hours listed below. Employer makes hiring decision upon verification of employment qualifications.

Interview Hours:
Tuesday, Wednesday, Friday: 8:00 a.m. 12:00 p.m.
Thursday: 8:00 a.m. 4:30 p.m.

Employer will not employ undocumented or fraudulently documented workers. Upon hiring and by end of third work day, workers must present original document(s) to establish identity and employment eligibility required by INA to continue employment.
Candidates should check with Employer one week prior to contract start date to confirm no changes to job opportunity. Candidates referred by employment office (i.e. Michigan Works!) should check with employment office 9 days and no later than 5 days prior to date of need to preserve rights under 20CFR653.501(d)(4).

Employer is equal opportunity employer and agrees to comply with assurance at 20 CFR 655.135

Employer will notify Local Office or State agency if employment terms and conditions change due to factors including crop, weather, or recruitment conditions. Work Agreement terms may be changed upon posted notice to workers and ETA Regional Administrator approval.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (517) 391-5090	N/A	wuglals@michfb.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 §
Kuehnle	Kurt	
4. Title *		
Owner		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	2/15/2023

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

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
	Cutting String	$ 00 . 62	Piece Rate	per 100 feet of plastic bed. Estimated hourly rate $19.84/hour Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.
	Pulling Plastic and Drip Tape	$ 00 . 62	Piece Rate	per 100 feet if lifted. Estimated hourly rate $19.22/hour Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.
	Pulling Plastic and Drip Tape	$ 01 . 01	Piece Rate	per 100 feet if not lifted. Estimated hourly rate $18.18/hour. Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.
	Bell Pepper Hand Harvest	$ 00 . 85	Piece R	per 46-quart bucket harvested. Estimated hourly rate $19.55/hour. $0.05 per bucket of peppers for workers who complete the full season. Bonus will be calculated at the end of season and included in final paycheck. Bonus is calculated based on piece rate. Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.
	Summer Squash/Zucchini Harvest	$ 01 . 23	Piece Rate	per bushel waxed box harvested. Estimated hourly rate $18.45/hour. Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.
	Eggplant (Bucket Picking)	$ 00 . 65	Piece Rate	per 46-quart bucket harvested. Estimated hourly rate $19.50/hour Pay will be a team-based piece rate which will be divided equally between team members. Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.
	Eggplant Harvest (Mobile Harvester)	$ 01 . 23	Piece Rate	per 1 1/9 bushel box harvested. Estimated hourly rate $18.45/hour Pay will be a team-based piece rate which will be divided equally between team members. Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.
	Staking Bell Peppers	$ 01 . 41	Piece Rate	per 100 feet of plastic bed. Estimated hourly rate $18.37/hour Pay will be a team-based piece rate which will be divided equally between team members. Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.
	Staking Eggplant	$ 01 . 41	Piece Rate	per 100 feet of plastic bed. Estimated hourly rate $18.37/hour Pay will be a team-based piece rate which will be divided equally between team members. Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.
	Pulling Stakes	$ 00 . 79	Piece Rate	per 100 feet of plastic bed. Estimated hourly rate $18.17/hour Pay will be a team-based piece rate which will be divided equally between team members Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.

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 §
Kuehnle Farms LLC	68210 C.R. 376 Hartford, Michigan 49057 VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	66341 48th Ave Hartford, Michigan 49057 VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	66935 48th Ave Hartford, Michigan 49057 VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	45722 68th St Hartford, Michigan 49057 VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	66940 48th Ave Hartford, Michigan 49057 VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	8940 Industrial Drive Watervliet, Michigan 49098 VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	4215'6.77" N 8610'34.58" W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	4212'33.49" N 8611'23.94" W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	4214’51.74” N 8611’39.97” W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	4213’38.60” N 8610’53.22” W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6

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 §
Kuehnle Farms LLC	4214’31.20” N 8611’27.22” W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	4214’41.45” N 8611’15.00” W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	4214’42.66” N 8611’3.27” W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	4214’44.43” N 8610’45.66” W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	4214’42.02” N 8610’19.00” W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	4215’23.19” N 868’46.01” W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	4215’6.54” N 8612’36.22” W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6
Kuehnle Farms LLC	4215’31.33” N 8612’40.53” W Michigan VAN BUREN	none	4/24/2023	10/31/2023	6

D. Additional Housing Information

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ☐ Rental or public accommodations	58615 60th Ave Hartford, Michigan 49057 VAN BUREN	stick built	2	12	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	71003 62nd Street Hartford, Michigan 49057 VAN BUREN	stick built	2	15	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	66341 48th Ave Hartford, Michigan 49057 VAN BUREN	stick built	1	10	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	45722 68th St. Hartford, Michigan 49057 VAN BUREN	Duplex, stick built	1	8	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	66935 48th Ave Hartford, Michigan 49057 VAN BUREN	quad plex, stick built	6	81	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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

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

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ❑ Rental or public accommodations	68210 C.R. 376 Hartford, Michigan 49057 VAN BUREN	duplex, stick built	11	98	❑ Local authority ☑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____

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

H-2A Case Number: H-300-23040-761158 Case Status: Full Certification Determination Date: 03/23/2023 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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*) *

Employer will make following deductions from worker's wages:
•FICA taxes if required,
•Federal, state and local income tax if required,
•Other deductions expressly authorized or required by state or federal law,
•Other deductions worker authorizes in writing.

b. Job Offer Information 2

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

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

Experience Requirement: 2 verifiable months of commercial agricultural hand harvest experience in vegetable or fruit fields. Applicants must furnish job references from employers within the last 7 years establishing acceptable prior experience.

Season Commitment: Job offered requires worker be available for and worker agrees to work every day that work is available for entire employment period.

Drug testing may be required if worker is involved in workplace injury resulting in damage to property or injury to others. Worker agrees to testing as a condition of employment. Testing done at employers expense and not utilized as a pre-employment tool.

Worker must be able to perform job description duties in safe manner consistent with established safety procedures.

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 *	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*) *

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

Employer provided transportation to/from housing site(s), worksite(s), and weekly errands will include:
VEHICLE MAKE- Bluebird VEHICLE MODEL - Bus # OF SEATS - 71

d. Job Offer Information 4

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

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

Employer will arrange inbound transportation via charter of 48-50 seat bus, 10-20 seat passenger van, or commercial airplane as needed. Worker may select means of transportation to place of employment, however, reimbursement is limited to lesser of per worker cost of Employer provided transportation or most economical and reasonable common carrier transportation cost. Employer will advance inbound transportation amount no later than first workweek.

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.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Additional Inbound Transportation Information

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

Employer will not reimburse, pay for or provide inbound transportation and subsistence to worker who resides within reasonably commutable distance or who does not provide identity and employment eligibility documentation required to complete Form I-9, who has knowledge at recruitment place that worker cannot perform job order duties, who abandons employment, or who is discharged for lawful job related reasons.

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 - Outbound Transportation Information

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

Criteria for benefit are identical for foreign and domestic workers. Worker may select means of transportation home, however, reimbursement is limited to lesser of per worker cost of Employer provided transportation or most economical and reasonable common carrier transportation cost. Worker who arranges own transportation assumes all liability and holds Employer harmless for damages, injuries, and personal or property losses, pays for transportation and subsistence and submits expense documents to Employer for reimbursement (as detailed above) to be paid by check sent via US mail or other delivery system worker requests.

Employer will not reimburse, pay for or provide outbound transportation and subsistence to worker who resides within reasonably commutable distance, who does not provide documentation of identity and employment eligibility required to complete Form I-9, who has knowledge at recruitment place that worker cannot perform job order duties, who abandons employment, or who is discharged for lawful job related reasons

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 *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Daily Transportation

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

Vehicle(s) used will be determined by needs of the day. If number of workers requiring transportation exceeds number of seats in vehicle, Employer will make multiple trips. Sometimes, workers may walk from housing to worksite location due to proximity. All employer provided vehicles are properly inspected and insured. All drivers are properly licensed.

VEHICLE MAKE- Ford (5) MODEL- E-350 # OF SEATS- 15

h. Job Offer Information 8

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

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

Field work begins at assigned time shortly after daylight. Work may be scheduled during moderate rain, in high humidity, when trees are wet with dew/rain, and in temperatures as low as 30 degrees F and up to 105 degrees F. Worker should have suitable clothing for variable weather conditions.

Employer conducts and worker must attend orientation on workplace rules, harvest methods, crop specific issues, policies and safety information. Employer provides and worker must comply with instructions and general supervision.

Other duties assigned under this order will be consistent with Farmworkers and Laborers, Crop, Nursery, and Greenhouse under Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092.

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 - Tractor & Farm Vehicle Driving

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

Tractor Driving: Worker may be required to safely move tractors, golf carts and gators, both within the field and to transport on roads between fields. Worker must exercise caution at all times as to not harm themselves, other workers or the equipment. Additional training will be provided to these workers.
Pay will be hourly.

Farm Vehicle Driving: If eligible to drive under Michigan law, worker may be required to drive in Employer provided vehicle to and from the worksite and locations within 35 miles as directed. Worker must possess a valid, insurable drivers' license for this task. To be eligible for job, worker must understand and agree to driving rules, as outlined in work rules below.
Pay will be hourly.

j. Job Offer Information 10

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

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

Tying: Worker will be required to tie pepper and eggplant plants using supplied string. Worker will wrap string around each stake 2 times. Worker will apply the string in a manner that the string is taut. Worker will tie the string at heights determined by the supervisor. Worker will be required to stoop, bend and use string tool throughout the day. Stringing requirements will vary between peppers and eggplants, and supervisors will provide instructions on requirements.
Pay will be piece rate.

Pulling Stakes: Worker will be required to pull all stakes out of their assigned row. They will collect stakes and bring stakes to a wagon where they will put stakes in a bin. Worker must exercise care at all times to remove all stakes, including broken stakes. This activity may be done as a team as instructed by the supervisor. Worker will be required to stoop and bend throughout the day.
Pay will be team-based piece rate, with piece rate earnings split evenly among stake pulling crew members.

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

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 - Cutting String & Staking

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

Cutting String: Worker will be required to use a knife to cut all strings at the stake. Worker will hold the knife with one hand and gather the cut strings with the other. Worker will pile the cut string in areas designated by the supervisor. Worker must exercise caution not to leave any string in the field. Worker will be required to stoop, bend and safely use knife throughout the day.
Pay will be piece rate.

Staking: Worker will be required to remove stakes from trailer and carry them to their assigned row. Worker will put 1 stake every 5 plants, as well as 2 stakes at every walkway, or place stakes in the row at a spacing designated by the field supervisor. For each plastic bed, there are 2 rows of plants that will be staked. After stakes have been placed in the row, worker will use a field hammer to pound each stake 10”-12” into the ground. Worker will return all unused or broken stakes back to the trailer. Worker will be required to drive only double stakes in at an angle; all other stakes must be straight. Worker will be required to bend, stoop, use field hammer and lift up to 60 pounds throughout the day. Workers will be given the opportunity to work in pairs or individually.
Pay will be piece rate, either on an individual or team-based rate, depending on if worker works alone or in a pair.

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Plastic Laying & Pulling Plastic and Drip tape

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

Plastic Laying: Worker will unload plastic and drip-tape from truck and load plastic and drip-tape on plastic machine as needed. Workers may be asked at times to jointly lift up to 120lbs of plastic. One worker will ride the machine monitoring the distribution of plastic as the machine creates the row. Another worker will hold plastic at ends of the rows as machine moves down the row.
Pay will be hourly.

Pulling Plastic and Drip Tape: Worker will pull plastic drip tape from the field. Worker will place this material in piles at intervals designated by the supervisor. Worker will exercise care to ensure that all plastic and drip tube is removed from the field, including small pieces that may be under field debris. Worker will be required to stoop, bend and lift up to 45 pounds throughout the day.
Pay will be piece rate.

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

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 - Harvest Jobs

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

Worker will be assigned row(s), packing station(s), or mule train harvester by supervisor. Worker will harvest in assigned area and may be directed to help others work as necessary. Worker will select produce to harvest based on quality standards that can change throughout the season based on crop, market, and weather conditions. Worker will harvest all crops that meet quality standards specified by supervisor. Worker must take care to avoid damaging or scarring produce. Worker must also harvest produce in a manner that is not detrimental to plant health. Training will be provided on how to harvest without adverse effects to plant and produce if necessary. Worker will be required to stoop, bend, and lift up to 60 pounds throughout the day.
Pay will be hourly and piece rate.

n. Job Offer Information 14

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

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

Worker will harvest all peppers in row that meet specified quality standards. Worker may not skip any plants unless directed by supervisor. Worker may be instructed to help others complete their assigned row. Worker will harvest peppers as instructed by the supervisor in a manner that doesn't damage the plant or bruise/break the pepper. Peppers will be gently placed in a 46-quart bucket, without leaves or stems. A bucket is considered full when peppers are above the top rim of the bucket and crowned towards the center. Shaking the bucket to change position of peppers so that it appears full is not permitted. When the bucket is full, the worker will carry it to the harvest wagon via designated walkways. A dumper will empty it, record it, and the worker will return to assigned row.
Pay will be piece rate.

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

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 - Eggplant Harvest

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

Eggplant harvest (mobile harvester): Worker will be given clippers and will be instructed to safely and gently cut the eggplant at the calyx end with care to not damage the fruit. Worker will then carefully place the fruit on the mule train field harvester belt where it will be taken to be sorted, packed into 1 1/9th bushel box, and stacked on the field trailer. Field supervisor may also instruct worker to harvest and discard on the ground any fruit that is sunburnt, diseased or rotten. Worker will be required to safely use clippers.
Pay will be team-based piece rate.

Eggplant harvest (bucket picking): Worker will harvest the eggplant by size, color and shape. Worker will be given clippers to cut the eggplant at the calyx end. Worker will place eggplant in a 46-quart harvesting bucket to above rim to a crown, but not overfill with fruit falling out. Shaking, stacking or fluffing harvesting buckets to appear full will not be permitted. Worker will then take full buckets via designated walkways to harvesting wagon where buckets will be scanned and dumped carefully into bins. Worker may also be required to harvest and discard on the ground fruit that is sunburnt, diseased or rotten. Worker will be required to safely use clippers.
Pay will be team-based piece rate.

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Summer Squash, Zucchini & Winter Squash Harvest

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

Summer squash/zucchini harvest: Workers will either cut or twist squash at stem end as instructed by field supervisor. Worker will then gently place squash on the belt of the mule train field harvester where other workers will sort, pack and stack full bushel waxed boxes on field trailer. Worker will be required to safely use knife.
Pay will be piece rate.

Winter squash harvest: Worker will harvest all mature fruit by cutting stem ends. Field supervisor will instruct worker if worker will place fruit in piles on the plastic for curing or placed into buckets and hauled to field trailer and emptied into bins. Worker will be required to safely use clippers.
Pay will be hourly.

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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

Broccoli harvest: Worker will harvest broccoli by hand or with hand tools. Worker will manually gather or sever the crops from the soil, stems, or roots at its growing position in the fields. Hand-harvest requires workers to be in a bent over position for long periods of time. Workers are required to be able to lift bins of produce that weigh up to 35 pounds. Workers may be required to put produce onto harvest wagons by hand. Pay will be hourly.

Tomato harvest: Worker will harvest tomatoes as instructed by supervisor. Worker will pick mature tomatoes and gently place into 5/8-bushel harvesting bucket without leaves, stems or debris. Worker will carry their full bucket to a harvesting wagon via designated walkways. A dumper will empty the bucket, record, and worker will return to assigned row. Tomatoes that are defective will be picked and discarded onto the ground while taking extreme caution to protect the tomato plant from damage.
Pay will be hourly.

r. Job Offer Information 18

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

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

Workers will pack employer grown vegetables. Worker will pack product into various containers as determined by market conditions, weather conditions, and as orders change. Worker will be required to stand on feet for long periods of time and bend, stoop, lift, perform repetitive motions and stack up to 60 lbs. Worker must gently handle all produce in order to prevent bruising or other damage to vegetables.
Worker may be required to move between multiple packing line positions within a single work cycle or may be assigned a different position each work cycle or may remain at the same position for multiple work cycles with no reassignment. Size, color, and conditions of incoming products may vary throughout each work cycle causing different areas of the packing line to be busier or less busy than other areas. Worker must help and assist coworkers as instructed by Employer or Supervisor. Worker must inspect final packaging and final product containers before each use.
Worker will be required to inspect produce on moving belts and conveyors and sort by size, color, grade, or other specification by gently handling produce and placing it on another moving belt to re-route its intended destination on the packing line. Worker must have good eyesight in order to inspect produce for long periods of time. Worker will gently place and layer produce into final packaging of various dimensions as directed by Supervisor. Worker will fill and pick up full container, weighing up to 60 lbs, from the pack table, walk with the full container and place container onto moving rollers to send off for palletization.
Worker will be required to clean and sanitize equipment, buildings, packing line, food contact surfaces, and variety of bins and containers using push brooms, squeegees, water hoses and spray nozzles, and help make packaging. Worker must follow all safety and food security policies, wear personal protective equipment and follow chemical and sanitizer label instructions.
Worker may be required to drive forklift. Additional training will be provided for this task.
Worker will perform job duties in a typical fresh produce pack house environment that is subject to the noise of packing line equipment, forklift traffic and airflow from fans. Worker must be able to perform a task while looking up and using their hands above their forehead such as overhead cleaning or lifting final product up to shoulder height when performing stacking activities. Worker will be required to pull boxes out of overhead box chutes. Worker will be required to use scales for weighing and run different parts of the packing line equipment and machinery, or box making station. Worker must be able to safely climb stairs and safely step up and down off a variety of heights because of the step stools and standing boards stationed throughout different parts of the packing line. Worker will be required to help palletize produce and do other jobs around packing houses as directed by Supervisor.

Pay will be hourly.

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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

Worker will be responsible for the maintenance, operation, assembly, testing, and repairs of the packaging line to include dumper, sizer, RPC fillers, and conveyor motors/belts. Worker will be required to do minor maintenance and minor repairs on tractors, trucks, lift truck and semi-trailers and other agricultural equipment. Worker will repair farm equipment using shop tools such as a wrench, torch, power saw, air impact, and welding equipment. Worker must be able to lift 60 pounds. Additional training will be provided for these tasks. Shop tools will be provided by employer. Worker will be responsible for maintaining maintenance records in accordance with food safety policies and procedures. Worker may be required to operate a tractor and engage in general tractor work, including tillage and the loading of equipment and supplies.

1.Spraying: Worker will be required to clean and maintain sprayer equipment and apply pesticides via tractor and sprayer under supervision of licensed applicator and after receiving appropriate training. Worker will be required to spray crops in assigned fields and rows as directed by supervisor, using tractor and large spray attachment. Worker must be able to safely drive tractor, exercising caution to not damage crops or other objects. Worker must be able to read measurements including quarts, pints, ounces, and accurately combine chemicals according to supervisor's instructions. Worker will be required to wear personal protective equipment in accordance with company policies. Worker will complete preparation tasks including measuring and pouring chemicals into tank and greasing tractor. During peak spray season, worker may be required to occasionally work overnight shifts due to weather conditions. Worker may have phone in possession. Worker may not use phone while spraying.

2.Trailer driving: If worker is eligible to drive under Michigan law, Employer may require worker to transport employer provided vehicles/trailers to and from worksites and to locations within a 45-mile radius. To be eligible for driving jobs, worker must understand and agree to driving rules, as outlined in work rules below.

3.Irrigation Operations: Worker will be required to install, operate, maintain, repair, and recover irrigation systems to ensure proper distribution of water in the field.

Pay will be hourly.

t. Job Offer Information 20

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

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

Employer retains possession and control of housing and will conduct weekly inspections for compliance with rules. Worker and other housing occupants must vacate housing within 48 hours of termination of employment. No person not authorized by Employer may occupy housing. 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).
Employer distributes and posts housing rules. Workers who do not comply with housing rules will face progressive discipline, up to and including termination of employment and removal from housing.
Employer generally uses 3-step disciplinary process:
1) written warning for first violation,
2) written warning for second violation,
3) termination upon third violation.

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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workers Compensation Information

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

Worker's Compensation Insurance Carrier: Farm Bureau Insurance
Deadline for filing claim: Notice should be given as soon as practical following date of injury or death, but no later than 24 hours after incident.
Contact information for person who is to be notified in order to file a claim: Kurt Kuehnle at 269-207-2400

v. Job Offer Information 22

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Anticipated Work Schedule

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

Contract hours represent anticipated work schedule. Prevailing practice results in adjusting hours and work schedule to meet agriculture needs due to crop conditions, weather, and requirement to send product to market when fresh. When hours per day exceed job order hours, Employer offers, but not requires worker additional hours.

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

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - No Complete, No Re-Hire Policy

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

No Complete, No Re-Hire: Voluntary termination, abandonment or termination for lawful job-related reasons before specified end date will disqualify worker from future employment opportunities with Employer. For worker who resigns employment voluntarily, Employer will consider and evaluate special circumstances and hardship on case by case basis. Worker is required to notify Employer prior to voluntarily terminating employment to be considered and eligible for exemption to no complete, no rehire policy. If no notice provided, Employer sends wages due to worker's last known address. Worker must provide complete accurate address no later than first day of employment.

x. Job Offer Information 24

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Training Provided

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

-Good Agricultural Practices
-Worker Protection Standards
-Right to Know
-Heat Safety
-Worker Safety

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

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Pay Period & Wages

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

Pay Period: Pay period is Friday through Thursday, paid Saturday.

Employer issues paper checks or electronic deposit.

Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked.

Wage offered is current AEWR or as amended by law.

z. Job Offer Information 26

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

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

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