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	
	53	53	3. First Date * 4/24/2023	4. Last Date * 10/25/2023

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)* *

40	**a. Total Hours**	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday

7. Hourly Work Schedule *
a. 7 : 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.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 17 . 34	☑ HOUR ☐ MONTH	$ 00 . 70	BLUEBERRY HARVEST $0.70 PER POUND HARVESTED Estimated hourly rate of $17.34. 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 foreachhourworked

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-300-23041-765954 Case Status: Full Certification Determination Date: 03/17/2023 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. * 3

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 75 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 *
42.0119979, -86.3587315

2. City *	3. State *	4. Postal Code *	5. County *
Sodus	Michigan	49126	Berrien

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 *
5109 RIVER ROAD

2. City *	3. State *	4. Postal Code *	5. County *
Sodus	Michigan	49126	Berrien

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

7. Total Units * 35

8. Total Occupancy * 238

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)* *

See Addendum C

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, necessities, and other items, as appropriate. In the event the housing indicated in this job order becomes unavailable and the employer secures alternate housing which does not contain cooking facilities, the employer will provide three prepared meals a day to worker, worker will not be charged more than the maximum allowable amount published in the Federal Register (currently $15.46 per day as of 02/09/2023) for meals, or as otherwise approved by the U.S. Department of Labor.

2. The employer: *	❑ **WILL NOT** charge workers for meals.		
	☑ **WILL** charge each worker for meals at	$ 15 . 46	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.)

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).

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.)

Criteria for benefit are identical for foreign and domestic workers. Worker may select means of transportation inbound, however, reimbursement is limited to lesser of per worker cost of Employer provided transportation or most economical and reasonable common carrier transportation cost.

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. BERRIEN COUNTY 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. Completing an application is part of the interview process. Employer makes hiring decision upon verification of employment qualifications.

Interview Hours (Eastern Time):
Tuesday, Wednesday, Friday: 8:00 AM 12:00 PM
Thursday: 8:00 AM 4:30 PM

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 §
Leitz	Fred	W
4. Title *		
Owner/Member		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	2/13/2023

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
	CUCUMBER HARVEST	$ 00 . 75	Piece Rate	CUCUMBER HARVEST: $0.75 PER 5/8 BUSHEL BUCKET HARVESTED Estimated hourly rate of $17.34. 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.
	ROMA TOMATO HARVEST	$ 01 . 00	Piece Rate	ROMA TOMATO HARVEST: $1.00 PER 5/8 BUSHEL BUCKET HARVESTED Estimated hourly rate of $17.34. 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.
	GRAPE TOMATO HARVEST	$ 04 . 00	Piece Rate	GRAPE TOMATO HARVEST: $4.00 PER 2 GALLON BUCKET HARVESTED Estimated hourly rate of $17.34. 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.
	ROUND TOMATO HARVEST	$ 00 . 90	Piece R	ROUND TOMATO HARVEST: $0.90 PER 5/8 BUSHEL BUCKET HARVESTED Estimated hourly rate of $17.34. 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.
	APPLE HARVEST	$ 20 . 00	Piece Rate	APPLE HARVEST: $20.00 PER 18-20 BUSHEL BOX HARVESTED Estimated hourly rate of $17.34. 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 §
LEITZ FARMS LLC	42.0119979, -86.3587315 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	41.993503, -86.351590 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.026343, -86.392845 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	41.998773, -86.374037 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.001965, -86.372321 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.052506, -86.405147 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.080213, -86.385053 Michigan 49022 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.075739, -86.387374 Michigan 49022 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.076547, -86.388446 Michigan 49022 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.075399, -86.318825 Michigan 49111 BERRIEN		4/24/2023	10/25/2023	53

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 §
LEITZ FARMS LLC	42.075443, -86.321610 Michigan 49111 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.0792152, -86.2667261 Michigan 49022 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.005484, -86.378695 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.012962, -86.380300 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.012532, -86.386566 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.013520, -86.382460 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.023706, -86.366230 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	42.021079, -86.366929 Michigan 49126 BERRIEN		4/24/2023	10/24/2023	53
LEITZ FARMS LLC	42.066788, -86.391949 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53
LEITZ FARMS LLC	41.989789, -86.365429 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53

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 §
LEITZ FARMS LLC	42.053304, -86.395399 Michigan 49126 BERRIEN		4/24/2023	10/25/2023	53

D. Additional Housing Information

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

GENERAL FARM LABOR:
Worker will manually plant, cultivate, and harvest Employer grown fruits and vegetables and in connection to crop production perform duties such as: tilling soil, transplanting, weeding, thinning, pruning crops, applying fertilizers/pesticides, irrigation activities, use of hand tools and power tools, operating farm machinery and equipment, other mechanized equipment, driving farm vehicles, cleaning, grading, sorting, packing, loading, general repairs and maintenance. Employer provides worker with the necessary tools, equipment, machinery, and vehicles. Employer provides workers with the appropriate training, instructions, and general oversight. Workers must comply with all safety, security, and quality practices and policies of Employer for all job duties.

FIELD SET-UP / PLANTING / TRANSPLANTING:
Worker with assistance from coworker(s) will be required to help lay plastic and lift plastic mulch rolls weighing 90 lbs. Worker will poke holes in plastic mulch for transplanting and plant transplant into soil through hole in plastic mulch by hand or using planting shovel. Worker will be required to help in other field set up tasks including low tunnel set up and trickle-irrigation set-up. Worker will assist Employer in repairing drain tile with mechanical or hand equipment, including digging of drain tile.

WEED / BRUSH / TREE REMOVAL:
Worker will be required to hoe or pull weeds / brush by hand as directed by Employer or Team Leader. Worker will operate mower or other mechanized equipment and machinery to prevent and control weeds / brush. Worker will perform tasks associated with the removal process of clearing trees from field or orchard. Manual and/or heavy machinery may be used.

STAKING AND TYING:
Workers will stake tomatoes with 24 -60 inch tomato stake that worker will pound into ground with stake pounder or 96 inch stake using water jet to make holes for stakes. Worker will apply tomato twine between tomato stakes at spacing interval designated by Employer or Team Leader. Worker will sprout young shoots as needed for optimum plant potential. Workers will thin tomatoes as needed for optimum plant potential.

FIELD CLEAN-UP:
Worker will complete other farm clean up tasks including picking up garbage, rocks, roots, and brush around the orchard and fruit/vegetable fields, removing old string and wire from trellis and orchard blocks, field and plastic mulch clean-up as directed by Employer or Team Leader, and other hand tasks. Worker will remove plastic mulch and drip tape from field by pulling out of dirt, picking up plastic mulch and drip tape, and moving both to driveways or end of field as instructed. Worker will pick up string and deposit into approved bulk boxes or containers. Workers will remove stakes by pulling them out of field and stacking tasks for off season storage. Workers will engage in land, water and other cultural management as directed by Employer or Team Leader.

THINNING:
Thinning is a manual process used to control the size and quality of grown fruit. Worker must possess ability to pick up, handle a 5-16 foot orchard ladder weighing 50 pounds. Worker will be required to take caution and safely use ladder during thinning as specified in employer ladder training. Worker will remove the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits.
Worker will be expected to be able to identify and remove fruit that is misshapen, damaged and/or with other quality problems as directed by Employer or Team Leaders.

b. Job Offer Information 2

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

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

FICA taxes if required,
Federal, state and local income tax if required,
Other deductions expressly authorized or required by state or federal law,
Deduction for damage to housing beyond normal wear and tear related to habitation with worker written authorization,
Recovery of Employer loss due to worker's damage (beyond normal wear and tear) or loss of equipment or housing items with written worker authorization.
Other deductions worker authorizes in writing.

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

JOB REQUIRES WORKER TO COMPLETE TASKS IN:
Blueberries - Cucumbers - Roma Tomatoes - Grape Tomatoes - Round Tomatoes - Apples.

EXPERIENCE REQUIREMENT:
90 verifiable days of agricultural experience on a commercial farm operation in fruit or vegetable harvest / production required. Applicants must furnish verifiable job references from recent employers within the last 5 years establishing acceptable prior experience.

Drug testing done at employers expense and not utilized as preemployment tool.

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information

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

Description
27 - 2(3) BEDROOM - MOBILE HOMES
2 - 3(4) BEDROOM - MOBILE HOMES
6 - 4 BEDROOM - STICK BUILT

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 - Inbound/Outbound Transportation Continued

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

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, direct deposit / pay card (Employer may offer but not require this as a reimbursement option), or other delivery system worker requests in writing. 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 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. 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 may attempt to arrange / provide collective transportation, when reasonable and appropriate. Worker must contact Employer ten days prior to departure to allow Employer opportunity to make travel arrangement. Employer may arrange / provide inbound transportation via common carrier mode of transportation (such as a charter bus, passenger van, or commercial airline). Other alternative modes of transportation may be utilized by the worker and/or Employer, as necessary and appropriate, of varying makes, models, and seating capacity including but not limited to; bus, van, car, truck, airplane, train, and/or other public transportation. Employer will provide inbound transportation amount no later than first full workweek.

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. Worker may select means of transportation from 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 may attempt to arrange / provide collective transportation, when reasonable and appropriate. Worker must contact Employer ten days prior to departure to allow Employer opportunity to make travel arrangement. Employer may arrange / provide outbound transportation via common carrier mode of transportation (such as a charter bus, passenger van, or commercial airline). Other alternative modes of transportation may be utilized by the worker and/or Employer, as necessary and appropriate, of varying makes, models, and seating capacity including but not limited to; bus, van, car, truck, airplane, train and/or other public transportation.

f. Job Offer Information 6

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

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

Employer provided transportation to/from housing site(s), worksite(s), and weekly errands may include any combination of options but is not limited to the following: Bus (Quantity: 3, Number of Seats: Generally, one hundred seventy-one), Van (Quantity: Four, Number of Seats: Generally, sixty capacity). 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. Drivers must be eligible to drive under Michigan law and holds appropriate license required to operate vehicle(s). Employer reserves the right to sell or acquire new vehicles during the employment period as needed.

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Drug Testing Additional Information

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

Worker must work productively and in compliance with Employer policies and job instructions. Failure to follow rules and policies will result in worker discipline and may result in termination. Without limitation on at-will status, Employer generally uses 3-step disciplinary process: 1) written warning for first violation, 2) written warning for second violation, 3) termination upon third violation. Certain violations are so severe that they may result in termination without prior warning. Discipline Process is not contractual or guarantee of progressive discipline. Employer reserves right to determine appropriate discipline based on circumstances. Employer may discipline and/or terminate for lawful job-related reasons including the following: A) not work efficiently or otherwise refuse without justified cause to perform directed work included in contract; B) commit serious act(s) of misconduct or serious or repeated violation(s) of Employer work rules; C) fail after completing training period to perform work; D) abandon employment; E) falsify identification, personnel, medical, production, or other records; F) fails or refuses to take drug test when requested (Employer reserves right to conduct for cause, non-discriminatory drug testing at Employer expense. Drug test will not be utilized as pre-employment tool); or G) fail to obey directions.

Worker must not be under influence or impaired by alcohol, marijuana, prescription legal or illegal drugs or medications, or other substance that may adversely affect alertness, coordination, reaction response or safety during work hours or illegal drugs at any time. Employer may require alcohol and drug testing if reasonable suspicion that worker is under influence at work, when worker suffers injury and requires medical attention or regulatory agency reporting either while on duty, or while on Employer's work premises. Testing may also be required if worker is involved in workplace injury resulting in damage to property or injury to others. Grounds for reasonable suspicion include, but are not limited to observation of slurred speech, bloodshot eyes, erratic behavior, difficulty walking, difficulty performing assignments, paraphernalia, and/or the smell of alcohol or drugs on worker. Worker agrees to testing as a condition of employment. Testing done at employer's expense and not utilized as a pre-employment tool.

h. Job Offer Information 8

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

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

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

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

Worker must possess requisite physical strength and endurance to repeat harvest, packing and general labor process throughout workday. Worker must work at sustained pace and make good faith efforts to work efficiently as reasonable under working conditions. For apple harvest, worker must work consistent with amount, quality and efficiency of 3/4 box per hour.

Field work begins at assigned time shortly after daylight. Work may be scheduled during moderate rain, in high humidity, when trees and plants are wet with dew/rain, and in temperatures that can range from below freezing and up to ~ 105 degrees Fahrenheit. Worker should have suitable clothing and footwear for variable weather conditions. Work performed can involve exposure to sun, wind, dust, mud, heat, cold and other natural elements, and allergens of the farm environment. This work may entail exposure to plant pollens, insects, and noxious plants.

Worker may never ride on agricultural equipment, or any other equipment not designed for riding purposes.

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 oversight.

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 - PRUNING

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

Pruning numerous varieties of trees and plants according to established company procedures based on the difference in the treatment of different varieties. Worker will perform pruning for long periods of time using a variety of pruning equipment including hand shears, hand loppers, hand saws, and 12-foot ladders. Pruning may be done from the ground or a ladder up to 12 feet in height or from a motorized platform. Workers may be required to selectively prune only trees or plants of a certain size and color as instructed by Employer or Team Leaders. Worker must have pruning skills in order to identify and remove stubs or broken branches, downward-growing branches, branches which rub against each other, shaded interior branches, dead wood and shoots/suckers and selectively remove diseased limbs and branches due to fire blight and/or bacterial canker with hand pruning saws and clippers, mechanized clippers and pole pruners or manually pulling/breaking new growth. Occasionally workers may be required to safely use chain saws and other mechanized equipment in pruning activities.

j. Job Offer Information 10

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

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

Worker will care for young non-producing fruit trees including planting, weeding, hoeing, trunk painting, hand fertilizing and growth selection by hand and clipping, or assist in clearing out poor producing, or no longer desired apple trees from an orchard. Worker will hand thin apple trees to ensure proper fruit load on tree.

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 - FRUIT TREE PLANTING / TRANSPLANTING

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

Trees will be unbundled and handled with care as not to break and damage young trees. Trees are planted mechanically with a planter and by hand. Worker will ride the machine and place plants in the holes as the machine moves along the row. Tree graft union height will be adjusted by pulling the tree until at a specific height using a specially marked stick as a measure. Straighten tree and compact soil around tree. Worker will be required to unload 75 lb boxes of trees to be planted. Worker will dig up tree and transplant to new spot then follow steps described for planting tree.

l. Job Offer Information 12

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

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

TRACTOR OPERATOR:
Worker may be required to safely operate farm tractor, including tractor attachments, as directed by Employer. Employer will provide additional training for this task. Worker may not operate tractor unless has completed training provided by Employer. Worker must inspect tractor prior to operating and report any issues immediately to Employer or main farm office prior to operating.

FORKLIFT OPERATOR:
Worker may be required to safely operate farm forklift in the field and in and around farm buildings and farm property as necessary and directed by Employer. Employer will provide additional training for this task. Worker may not operate forklift if has not completed Employer provided training. Worker must inspect forklift prior to operating and report any issues immediately to Employer or main farm office prior to operating.

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 - DRIVING

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

BUS / VAN DRIVING:
If worker is eligible to drive under Michigan law and holds appropriate license required to operate bus / van, Employer may require worker to drive Employer-provided bus / van to and from the worksite and to other locations within 30 miles as directed. To be eligible for driving job, worker must understand and agree to driving rules as outlined in work rules below. Worker must inspect bus / van prior to operating and report any issues immediately to Employer or main farm office prior to operating.

VEHICLE DRIVING (OTHER THAN BUS / VAN):
If worker is eligible to drive under Michigan law and holds appropriate license required to operate vehicle, Employer may require worker to drive Employer-provided vehicle to and from the worksite and to other locations as directed. To be eligible for driving job, worker must understand and agree to driving rules as outlined in work rules below. Worker must inspect vehicle prior to operating and report any issues immediately to Employer or main farm office prior to operating.

SEMI / TRUCK DRIVING:
If worker is eligible to drive under Michigan law and holds appropriate license required to operate truck / semi, Employer may require worker to drive Employer provided truck / semi to and from worksite and to other locations as directed. To be eligible for driving job, worker must understand and agree to driving rules as outlined in work rules below. Worker must inspect truck / semi prior to operating and report any issues immediately to Employer or main farm office prior to operating.

NIGHT MARKET DELIVERY:
Some workers may be asked to deliver Employer's product to the Detroit night market. Worker will load product onto Employer-provided truck / semi at farm and deliver to market. Worker will unload product at market. At end of market, worker will load unsold product onto truck / semi and return to farm.
Pay will be hourly.

n. Job Offer Information 14

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 fruits and vegetables including blueberries, roma tomatoes, round tomatoes, grape tomatoes, apples and cucumbers. Worker will pack product into various containers as determined by market conditions, weather conditions, supply chain 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 fruit and vegetables.

Team Leader will assign packing line work position as instructed by Employer. 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 Team Leader. 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 Team Leader or Employer. 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, disinfect, and sanitize equipment, machinery, forklifts, pallet jacks, tractors, cull spreader, 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 cleaner, disinfectant, and sanitizer label instructions.

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 safely 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 Employer or Team Leader.
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

o. Job Offer Information 15

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

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

Workers will hand harvest blueberries. Worker may be required to wear gloves as directed by Employer or Team Leader. Worker will attach harness, bucket or bag and pick fruit while standing on the ground. Worker must visually inspect harvest bucket and lug containers before each use. Worker will pick according to grade, color and size by grasping fruit with the fingers and removing from the bush in a motion so as not to harm or remove adjacent buds or immature fruit on bush branches. Worker will carry harness and bucket of up to 15 lbs and will place fruit into 40 lb lug. Worker must exercise care at all times to prevent damaging of fruit or breaking of branches. Harvested fruit must be bruise free. Some workers may be required to lift and examine harvested fruit in 40 lb lug and sort out any fruit not meeting the grade, color and size specifications. Worker must not handle or harvest contaminated produce. Workers must harvest in compliance with the FDA FSMA: Produce Safety Rule. Workers will be assigned a row and must stay on that row from start to finish. Workers must help other workers finish rows as instructed by Employer or Team Leader. Worker will be required to stoop and bend for long periods of time.
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.

p. Job Offer Information 16

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

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

Worker will hand harvest apples. Worker will attach harness, bucket or bag and pick fruit while standing on the ground and higher branches while safely standing on a 5-16 foot ladder. Worker will use picking bags and ladders to harvest numerous varieties of apples according to established company procedures accounting for difference in the treatment of different varieties. Worker may be required to selectively pick only fruit of a certain grade, color and/or size as instructed by the Employer or Team Leader, and pick and discard fruit that does not meet grade standards. Worker will be required to handle fruit carefully and not bruise or damage fruit when it is placed in the bin. Worker must visually inspect harvest bucket and bulk bins before each use. Worker will pick by grasping fruit with the hands and removing from the tree in a motion so as not to harm or pull off adjacent buds or immature fruit on the tree branches. Worker will carry harness, bucket or bag of up to 60 lbs. and will place fruit into bulk bins, which hold approximately 20 bushels of fruit. Worker must exercise care at all times to prevent bruising of fruit or breaking of branches. Some workers may be required to examine harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications. Worker must not handle or harvest contaminated produce. Workers must harvest in compliance with the FDA FSMA: Produce Safety Rule. Worker will complete harvest preparation including spreading liners in bins, rolling bins into blocks by hand. Worker will load and unload empty bins by hand and place in orchard. Worker will be required to help other workers finish rows as Employer or Team Leader instructs.
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.

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 - GRAPE TOMATOES HARVEST

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

Worker will be assigned a row and will hand harvest grape tomatoes in 2 gallon buckets and take full bucket and gently dump into bulk container on trailers. Worker will be required to visually inspect harvest bucket and bulk bins before each use. Workers must stay on the assigned row from start of row to end of row. Workers must help other workers finish rows as Employer or Team Leaders instruct. Workers will harvest to quality standards that include but are not limited to harvesting vine ripe tomatoes that are to be free of bruises, have color that is from a light red to red, free of surface defects and have no stems attached. These standards are all dependent on weather and marketing conditions. Worker must not handle or harvest contaminated produce. Workers must harvest in compliance with the FDA FSMA: Produce Safety Rule. Workers must exercise care to not harm or pull off adjacent immature fruit or fruit buds. Worker will be required to lift up to 25 pounds. Defective tomatoes or tomatoes that do not meet grade standards, as directed by Employer or Team Leader, will be harvested and thrown on the ground. 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.

r. Job Offer Information 18

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

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

Worker will gently hand harvest Roma tomatoes in 5/8 bushel bucket and gently dump into bulk bin container on trailers. Worker will be required to visually inspect harvest bucket and bulk bins before each use. Workers will be assigned a row and must pick that row from start of row to end of row. Workers must help other workers finish rows as Employer or Team Leaders instruct. Workers will harvest to quality standards, which includes but is not limited to harvesting vine ripe tomatoes that are to be free of bruises, have color that is from a light pink tip to a firm red, free of surface defects and have no stems attached. Standards are dependent on weather and marketing conditions. Worker must not handle or harvest contaminated produce. Workers must harvest in compliance with the FDA FSMA: Produce Safety Rule. Care must be exercised at all times to not harm or pull of adjacent immature fruit or fruit buds. Also harvesting mature green tomatoes that are picked by size or location on the plant, they are to be free of bruises, surface defects, and have no stems attached. The vine ripe and mature green tomatoes are to be harvested separately, depending on market and weather conditions. Defective tomatoes or tomatoes that do not meet grade standards, as directed by Employer or Team Leader, will be picked and thrown on ground. Workers will be required lift up to 50 pounds for long periods of time.
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.

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 - ROUND TOMATOES HARVEST

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

Workers will gently hand harvest round tomatoes in 5/8 bushel bucket and gently dump into bulk bin container on trailers. Worker will be required to visually inspect harvest bucket and bulk bins before each use. Worker will be assigned a row and must pick that row from start of row to end of row. Worker must help other workers finish rows as Employer or Team Leaders instruct. Worker will harvest to quality standards which are dependent on weather and marketing conditions. Standards include but are not limited to: harvesting vine ripe tomatoes that are free of bruises, have color that is from a light pink tip to a firm red, free of surface defects and have no stems attached; harvesting mature green tomatoes that are picked by size or location on the plant, are free of bruises, surface defects, and have no stems attached. Vine ripe and mature green tomatoes must be harvested separately, depending on market and weather conditions. Worker must not handle or harvest contaminated produce. Workers must harvest in compliance with the FDA FSMA: Produce Safety Rule. Workers must exercise care to not harm or pull of adjacent immature fruit or fruit buds. Defective tomatoes or tomatoes that do not meet grade standards, as directed by Employer or Team Leader, will be picked and thrown on ground. Worker will be required to lift up to 50 pounds. 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.

t. Job Offer Information 20

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

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

Workers will hand harvest cucumbers from plant. Worker will collect harvested cucumbers in a 5/8 bushel bucket and gently dump into bulk bin container on trailer. Worker will be required to visually inspect harvest bucket and bulk bins before each use. Worker will be required to gently handle the fruit when picking and emptying the bucket. Harvested fruit must not have stems attached. Workers will be assigned a row and must stay on that row from start to finish. Worker must help other workers finish rows as instructed by Employer or Team Leader. Worker will pick according to grade, color and size by length and diameter, and removing from the plant in a motion so as not to harm vines or adjacent cucumbers or cucumber buds. Worker must harvest to quality standards, which change depending on weather and market conditions. Standards are based on length, diameter, surface scratches and shape. Workers will pick and discard produce that does not meet quality standards as directed by Employer or Team Leader. Worker must not handle or harvest contaminated produce. Workers must harvest in compliance with the FDA FSMA: Produce Safety Rule. Worker will pick up hoop wires throughout field. Workers will vine and row cucumber plants both prior to and during harvest. Worker will be required to lift up to 50 pounds.
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.

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 - Housing Information

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

Worker that is offered housing under this Employer's H2A contract and by choice declines the benefit because the worker prefers to stay in housing they have independently arranged must immediately notify Fred Leitz, Jim Leitz, and/or Hailee Leitz in writing.
Employer retains possession and control of housing. Worker and other housing occupants must vacate housing within 48 hours of termination of employment. No person not authorized by Employer may occupy housing.

Employer distributes and posts housing rules listed below. 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.

HOUSING CONTACT:
James Leitz
Telephone: 1-269-876-6076 / 1-269-925-6987

v. Job Offer Information 22

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

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

Worker's Compensation Insurance Carrier: Farm Bureau Insurance
Policyholder: Leitz Farms, LLC
Deadline for filing claim: 24 hours
Contact information for person who is to be notified in order to file a claim: Fred Leitz at 1-269-925-6987; if Fred Leitz is unavailable please notify: Hailee Leitz at 1-269-925-0382.

UNEMPLOYMENT INSURANCE:
Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations.

Pay Period: THURSDAY through WEDNESDAY, paid MONDAY

Employer issues paper checks. Employer may offer but not require direct deposit and payroll card as options for worker to receive wages electronically. If wages paid electronically, Employer will distribute payroll check stubs to workers on pay day.

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 - Adverse Effect Wage Rate (AEWR)

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

Wage offered is current AEWR published in the Federal Register or as amended by law. Wage rates are subject to change and may increase or decrease during contract period. Unless changed by court order or other legal action, current AEWR = $17.34 per hour. If Department of Labor promulgates new AEWR higher than AEWR stated above, Employer pays higher AEWR beginning new AEWR effective date.

x. Job Offer Information 24

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 Fred Leitz, Jim Leitz, and/or Hailee Leitz directly, in writing at the main farm office 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 that worker provided in writing and/or by direct deposit. Worker must provide complete accurate permanent address, permanent email (if applicable), and telephone number (if applicable) in writing no later than first day of employment.
Worker may be disciplined and/or terminated for cause for violating work rules.

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 - Contract Hours

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.

z. Job Offer Information 26

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 Good Handling Practices Worker Protection Standards Injury and Illness Worker Safety Personal Protective Equipment Heat Safety Right to Know / Safety Data Sheets Food Safety FSMA: Produce Safety Rule HACCP Allergens Forklift Training and Safety Ladder Training and Safety Tractor Training and Safety Worker Health and Hygiene Transportation / Housing Food Security / Food Defense / Food Fraud Cleaning, Disinfection, Sanitation Emergency Information Farm Postings and Signage Information Anti-Harassment Policy Infectious Disease / COVID-19 / Pandemic / Epidemic Other training as necessary New training as necessary

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