*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 * Farm Worker

| 2. Workers Needed * | a. Total | b. H-2A Workers | Period of Intended Employment | |
|---|---|---|---|---|
| | 144 | 144 | 3. First Date * 5/1/2023 | 4. Last Date * 6/29/2023 |

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. 2 : 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 | $ ____ . ___ | |

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-300-23046-777181 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. * 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 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)*

WORKERS MUST HAVE 3 MONTHS EXPERIENCE IN ASPARAGUS HARVESTING.
APPLICANTS MUST BE ABLE TO
FURNISH JOB REFERENCES ESTABLISHING ACCEPTABLE PRIOR EXPERIENCE.

## C. Place of Employment Information

1. Place of Employment Address/Location *
3590 88th Ave

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| New Era | Michigan | 49446 | Oceana |

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 *
20717 8th Ave

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Conklin | Michigan | 49403 | Ottawa |

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

7. Total Units * 3

8. Total Occupancy * 176

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.)*

The housing provided to non-commuting workers has free cooking and kitchen facilities. The employer provides free transportation to and from a neighboring town no less than once each week for supplies and/or banking to the non-commuting workers living in employer-provided housing. The dining, full kitchen/cooking facilities and other common areas will be shared by all workers.

The employer-provided housing provided to non-commuting workers has free and convenient kitchen facilities with appropriate equipment/appliances for meal preparation.

| | | | |
|---|---|---|---|
| 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.)*

The employer will provide transportation to and from the worksite at no cost to those workers living in employer provided housing. Such transportation shall be in accordance with applicable local, State, or Federal laws and regulations and meet all safety, licensure, and insurance requirements. The employer will not provide transportation to local workers, other than transportation from farm to worksite.

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. *<br>*(Please begin response on this form and use Addendum C if additional space is needed.)*<br>See Addendum C | | |
| 2. Telephone Number to Apply *<br>+1 (231) 861-5675 | 3. Extension §<br>N/A | 4. Email Address to Apply *<br>farmercaleb.cc48@gmail.com |
| 5. Website Address (URL) to Apply *<br>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 § |
|---|---|---|
| Coulter | Caleb | |
| 4. Title * | | |
| Owner | | |

| 5. Signature (or digital signature) * | 6. Date signed * |
|---|---|
| Digital Signature Verified and Retained By Certifying Officer | 2/20/2023 |

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

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

## 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 § |
|---|---|---|---|---|---|
| New Era American Asparagus Packing LLC | 2112 W Grant Road<br>New Era, Michigan 49446<br>OCEANA | | 5/1/2023 | 6/29/2023 | 144 |
| New Era American Asparagus Packing LLC | 2330 S. 100th Ave<br>Shelby, Michigan 49455<br>OCEANA | | 5/1/2023 | 6/29/2023 | 144 |
| New Era American Asparagus Packing LLC | 1718 W. Woodrow Road<br>Shelby, Michigan 49455<br>OCEANA | | 5/1/2023 | 6/29/2023 | 144 |
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## D. Additional Housing Information

*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<br>☐ Rental or public accommodations | 4537 12 Mile Road<br>Sparta, Michigan 49345<br>KENT | | 10 | 80 | ☐ Local authority<br>☑ SWA<br>☐ Other State authority<br>☐ Federal authority<br>☐ Other _____ |
| ☑ Employer-provided<br>☐ Rental or public accommodations | 1919 Coolidge<br>Conklin, Michigan 49403<br>OTTAWA | | 15 | 95 | ☐ Local authority<br>☑ SWA<br>☐ Other State authority<br>☐ Federal authority<br>☐ Other _____ |
| ☐ Employer-provided<br>☐ Rental or public accommodations | | | | | ☐ Local authority<br>☐ SWA<br>☐ Other State authority<br>☐ Federal authority<br>☐ Other _____ |
| ☐ Employer-provided<br>☐ Rental or public accommodations | | | | | ☐ Local authority<br>☐ SWA<br>☐ Other State authority<br>☐ Federal authority<br>☐ Other _____ |
| ☐ Employer-provided<br>☐ Rental or public accommodations | | | | | ☐ Local authority<br>☐ SWA<br>☐ Other State authority<br>☐ Federal authority<br>☐ Other _____ |

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



H-2A Case Number: H-300-23046-777181 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.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*) *

WORKERS MUST BE ABLE TO PERFORM ALL WORK ACTIVITIES WITH ACCURACY AND EFFICIENCY. WORKERS WILL PERFORM ANY OF THE FOLLOWING DUTIES: PULLING WEEDS, PICKING UP STONES AND ROOTS, REMOVAL OF REFLECTIVE TARPS THAT ARE IN THE ROWS, CLEANING EQUIPMENT, REMOVAL OF STRINGS AND WIRE FROM TRELLISES, AND OTHER HAND TASKS. WORKER MAY BE REQUIRED TO ENGAGE IN TASKS INVOLVED IN THE CARE FOR YOUNG TREES, SUCH AS WEEDING, TREE TRUNK PAINTING, AND HAND CLIPPING. INSTRUCTIONS AND OVERALL SUPERVISION AND DIRECTION OF THE WORKERS WILL BE PROVIDED BY A COMPANY SUPERVISOR. ALL WORKERS HIRED PURSUANT TO THIS LABOR CERTIFICATION MUST BE ABLE TO COMPREHEND AND FOLLOW INSTRUCTIONS OF A COMPANY SUPERVISOR AND COMMUNICATE EFFECTIVELY TO SUPERVISORS. UNUSUAL, COMPLEX, OR NON-ROUTINE ACTIVITIES WILL BE SUPERVISED. EMPLOYER RETAINS FULL DISCRETION TO MAKE WORK ASSIGNMENTS, TAKING INTO ACCOUNT
UNFORESEEN CIRCUMSTANCES SUCH AS WEATHER OR OTHER UNSCHEDULED/UNEXPECTED INTERRUPTIONS IN REGULAR WORK. ALL WORKERS MUST PERFORM THE WORK ASSIGNED BY THE FOREMAN OR CREW BOSS. WITHOUT SPECIFIC AUTHORIZATION BY THE FOREMAN OR CREW BOSS, WORKERS MAY NOT PERFORM DUTIES WHICH ARE NOT PROVIDED FOR IN THIS APPLICATION, OR WORK IN AREAS NOT ASSIGNED. WORKERS WILL BE EXPECTED TO PERFORM ANY OF THE LISTED DUTIES AS ASSIGNED BY HIS/HER SUPERVISOR. WORKERS MAY NOT LEAVE THEIR JOB ASSIGNMENT AREA UNLESS AUTHORIZED. LEAVING JOB AREA OR FARM WITHOUT PERMISSION MAY BE CONSIDERED VOLUNTARY RESIGNATION. PRIOR TO BEGINNING WORK ON OR AFTER THE DATE OF NEED, WORKERS WILL BE REQUIRED TO ATTEND AN ORIENTATION ON WORKPLACE RULES, POLICIES AND SAFETY INFORMATION. WORKERS SHOULD BE ABLE TO PERFORM REPETITIVE MOVEMENTS, ENGAGE IN EXTENSIVE WALKING, AND WORK ON FEET WHILE IN BENT POSITIONS FOR EXTENDED PERIODS OF TIME. ALLERGIES TO ITEMS SUCH AS RAGWEED, GOLDENROD, INSPECT SPRAY, AND RELATED CHEMICALS, MAY AFFECT WORKERS ABILITY TO PERFORM THIS JOB. WORKERS SHOULD BE PHYSICALLY ABLE TO DO THE WORK REQUIRED WITH OR WITHOUT REASONABLE ACCOMMODATION. WORK IS TO BE DONE FOR LONG PERIODS OF TIME. TEMPERATURES MAY RANGE FROM BELOW FREEZING TO 105 F. WORKER MAY BE REQUIRED TO WORK IN IN WET CONDITIONS AND SHOULD HAVE SUITABLE CLOTHING FOR VARIABLE WEATHER CONDITIONS. WORKERS MAY BE REQUIRED TO WORK DURING OCCASIONAL SHOWERS NOT SEVERE ENOUGH TO STOP FIELD OPERATIONS. SATURDAY WORK IS REQUIRED OF ALL WORKERS. ALL WORKERS MUST BE ABLE TO LIFT/CARRY 60 LBS. EMPLOYER MAY REQUIRE POST-HIRE DRUG TESTING UPON REASONABLE SUSPICION OF USE AND AFTER A WORKER HAS AN ACCIDENT AT WORK. EMPLOYER WILL PAY FOR SUCH DRUG TESTING. ALL WORKERS MUST OBEY ALL SAFETY RULES AND BASIC INSTRUCTIONS AND BE ABLE TO RECOGNIZE, UNDERSTAND AND COMPLY WITH SAFETY, PESTICIDE WARNING/RE-ENTRY AND OTHER ESSENTIAL POSTINGS. THE JOB REQUIRES EXTENSIVE STANDING AND WALKING. WORKERS ARE FREQUENTLY REQUIRED TO USE THEIR HANDS AND ARMS TO
HANDLE, FEEL, REACH, CLIMB, OR BALANCE. WORKERS ARE OCCASIONALLY REQUIRED TO STOOP, KNEEL, CROUCH, OR CRAWL UNDER LINES. WORKERS MUST BE ABLE TO LIFT/CARRY UP TO 60 LBS. THROUGHOUT THE COURSE OF THE DAY. SOME WORKERS WHO HAVE A LEGAL DRIVERS LICENSES MAY BE NEEDED TO DRIVE A TRUCK OR BUS TO AND FROM FIELD. WORKERS MUST BE ABLE TO PERFORM ALL DUTIES WITHIN THIS JOB DESCRIPTION IN WHAT CAN BE CONSIDERED A SAFE MANNER ADHERING TO ALL ESTABLISHED SAFETY GUIDELINES, PRACTICES AND PROCEDURES. SUPPLEMENTAL TO OTHER TASKS, WORKERS MAY PERFORM VARIOUS DUTIES ASSOCIATED WITH INSTRUCTING OTHER WORKERS ON HOW TO COMPLETE JOB DUTIES AS NEEDED AND TIME KEEPING. SUPPLEMENTAL TO OTHER TASKS, WORKERS THAT ARE ABLE TO BE PROPERLY LICENSED MAY ALSO TRANSPORT WORKERS. WORKERS MAY BE REQUIRED TO DRIVE FORK-LIFTS, DUMPCARTS, AND SKIDSTEERS. WORKERS MAY BE REQUIRED TO FILL OUT SHIPPING PAPERWORK.

*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*) *

THE EMPLOYER WILL FURNISH TO EACH WORKER ON PAY DAY AN ITEMIZED ACCOUNTING OF EARNINGS AND OF ALL LEGALLY-REQUIRED AND WORKER-AUTHORIZED DEDUCTIONS. IF REQUIRED BY THE INDIVIDUAL CIRCUMSTANCES, THE EMPLOYER WILL MAKE DEDUCTIONS FROM WORKERS PAYCHECKS FOR FICA AND FEDERAL/STATE TAX WITHHOLDING, COURT-ORDERED CHILD SUPPORT, GARNISHMENTS AND LIENS, AND ANY OTHER SUCH LEGALLY REQUIRED DEDUCTIONS AS REQUIRED BY LAW. ALL DEDUCTIONS WILL BE MADE IN ACCORDANCE WITH FLSA REGULATIONS. WORKERS MAY REPAY ANY ADVANCES AND/OR LOANS MADE TO WORKERS BY PRE-AUTHORIZED PAYROLL DEDUCTIONS. THE EMPLOYER DOES NOT ENVISION ANY OTHER UNIFORM WORKFORCE-WIDE PAYROLL DEDUCTIONS. REASONABLE REPAIR COSTS OF DAMAGE TO HOUSING OTHER THAN THAT CAUSED BY NORMAL WEAR AND TEAR WILL BE CHARGED TO THE WORKERS FOUND TO HAVE BEEN RESPONSIBLE FOR SUCH DAMAGE TO HOUSING.

**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 * | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions |
|---|---|---|---|

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

THE EMPLOYER RETAINS THE EXCLUSIVE RIGHT AND RESPONSIBILITY OF MAKING THE EMPLOYMENT OFFER. THE EMPLOYER ACCEPTS REFERRALS FROM MANY SOURCES, INCLUDING ALL OF THE FOLLOWING: THE STATE WORKFORCE AGENCIES (SWAS), DIRECTLY FROM APPLICANTS, WALK-INS, GATE HIRES, AND FROM OTHER SOURCES. SWAS SHOULD THOROUGHLY FAMILIARIZE EACH APPLICANT WITH THE JOB SPECIFICATIONS AND TERMS AND CONDITIONS OF EMPLOYMENT BEFORE A REFERRAL IS MADE. WORKERS MUST MEET ALL OF THE FOLLOWING CRITERIA: (1) BE AVAILABLE AND WILLING TO WORK FOR THE ENTIRE SEASON; (2) HAVE TRANSPORTATION TO JOB SITE AT START OF SEASON FOR NON-COMMUTING WORKERS, AND DAILY FOR COMMUTING WORKERS; (3) BE FULLY APPRAISED BY THE LOCAL EMPLOYMENT OFFICE OR THE EMPLOYER OF THE TERMS, CONDITIONS, AND NATURE OF EMPLOYMENT; (4) BE LEGALLY ENTITLED TO WORK IN THE U.S. AND POSSESS DOCUMENTATION TO PROVE IT; AND (5) BE ABLE, WILLING, AND QUALIFIED TO PERFORM THE WORK. THE EMPLOYER UTILIZES THE E-VERIFY SYSTEM. ALL WORKERS MUST POSSESS THE DOCUMENTATION REQUIRED TO ENABLE THE EMPLOYER TO COMPLY WITH THE EMPLOYMENT VERIFICATION REQUIREMENTS OF IRCA. WORKERS WHO CANNOT SUPPLY THE DOCUMENTATION REQUIRED TO ENABLE THE EMPLOYER TO COMPLY WITH THE EMPLOYMENT VERIFICATION REQUIREMENTS OF IRCA WILL NOT BE HIRED AND WILL NOT BE REIMBURSED FOR VISA APPLICATION FEES, BORDER CROSSING FEES, TRANSPORTATION COSTS, AND REASONABLE SUSTENANCE FROM THE PLACE FROM WHICH THE WORKER DEPARTED TO WORK FOR THE EMPLOYER TO THE PLACE OF EMPLOYMENT. EACH WORKER WILL BE REQUIRED TO ACCURATELY COMPLETE FORM I-9 WITHIN THREE (3) DAYS OF EMPLOYMENT PURSUANT TO U.S. LAW. FAILURE TO ACCURATELY COMPLETE FORM I-9 WITHIN THREE (3) DAYS OF EMPLOYMENT IS GROUNDS FOR TERMINATION. THE EMPLOYER WILL ABIDE BY THE REQUIREMENTS AND ASSURANCES OF 20 CFR 653.50. IN THE PROCESSING AND/OR HIRING OF INDIVIDUALS REFERRED THROUGH THE CLEARANCE SYSTEM. REFERRALS OF INDIVIDUALS SHALL BE MADE THROUGH THE ORDER HOLDING OFFICE OF THE SWA IN ORDER TO ASCERTAIN CURRENT EMPLOYMENT, CROP OR HOUSING INFORMATION AND TO ENABLE PROPER ARRANGEMENTS TO BE MADE. IT WILL BE THE RESPONSIBILITY OF THE REFERRING SWA OFFICE TO INFORM JOB SEEKERS OF THE TERMS AND CONDITIONS OF THIS CLEARANCE ORDER. THE REFERRING SWA OFFICE AFTER COORDINATING THE REFERRAL WITH THE ORDER HOLDING OFFICE WILL CONTACT THE EMPLOYER AND ADVISE THE EMPLOYER OF THE
REFERRAL OR REFERRALS. In designated significant MSFW multilingual offices the SWA offices may provide interpreter services if necessary, whenever possible. THE EMPLOYER WILL ATTEMPT TO INTERVIEW APPLICANTS AT THE TIME OF THE REFERRAL, OR AS SOON AS POSSIBLE AFTERWARDS. IF A HOLDING OFFICE PLANS TO REFER SEVERAL APPLICANTS AT THE SAME TIME, IT IS REQUESTED THAT THE EMPLOYER BE ADVISED IN ADVANCE AND A TIME SCHEDULED FOR THE INTERVIEW. IF AN EMPLOYMENT DECISION IS NOT RENDERED AT THE TIME OF THE INTERVIEW, THE EMPLOYER WILL COMMUNICATE A HIRING DECISION DIRECTLY TO THE APPLICANT AT THE CONTACT INFORMATION THE APPLICANT PROVIDED. REGARDLESS, THE APPLICANT SHOULD BE ADVISED TO STAY IN TOUCH WITH THE REFERRING SWA OFFICE. THE EMPLOYER WILL ABIDE BY THE ASSURANCES SET FORTH IN 20 CFR 655.135, INCLUDING BY NOT LIMITED TO SPECIFIC REGULATIONS REGARDING HIRING PRACTICES, POSITIVE RECRUITMENT, COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, AND ALL SPECIFIC OBLIGATIONS SET FORTH IN SUBPART (A) THROUGH (L) FOR ALL WORKERS WHO APPLY AND/OR ARE HIRED TO PERFORM THE SPECIFIC WORK DESCRIBED IN THIS CLEARANCE ORDER. WORKERS WILL BE PROVIDED A COPY OF THE JOB ORDER. applicants will be interviewed between 8 am and 5 pm Monday through Friday.

*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*) *

Workers will be reimbursed by the employer in the first work week for costs incurred by the worker for visa application fees, border crossing fees, transportation costs, and reasonable sustenance from the place from which the worker departed to work for the employer to the place of employment, to the extent that such worker-borne expenditures reduce the non-commuting worker's earnings below the FLSA minimum wage in the first work week.

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

**H. Additional Material Terms and Conditions of the Job Offer**

*e. Job Offer Information 5*

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

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

The employer will provide daily transportation for the non-commuting workers using employer-provided school buses (usually 50-person capacity). The employer will provide sufficient buses to transport all non-commuting workers to and from the employer-provided housing and worksite (i.e. usually at least one bus).

*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 |
|---|---|---|---|

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

The employer will provide daily transportation for the non-commuting workers using employer-provided buses. The employer reserves the right to pay employees for travel time on the employer-provided bus from employer-provided housing to a worksite that is more than an hour away one-way. If the employer pays for travel time, the employee will only be paid for travel time above an hour. This means the employee will not be paid for the first hour of travel. If travel time above an hour is paid, it will be paid at the provided hourly rate. Travel time above an hour will be rounded to the nearest quarter hour. The decision of whether to pay travel time to a particular employee or in a particular instance is in the discretion of the employer. Workers driving trucks or buses as part of their job duties will be paid for all travel time.

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

## H. Additional Material Terms and Conditions of the Job Offer

*g. Job Offer Information 7*

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

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

Quality is essential to a successful asparagus harvest. Workers will hand harvest asparagus. Asparagus plants can grow 3-10 inches per day, and during growing season, the field needs to be picked daily. In an asparagus field, the workers will sit in a bent position while riding on a specially designed picking cart, while one of the pickers is designated as the driver of the picking cart in which they pick asparagus in their row while steering the cart. Pickers use both hands to hand snap the asparagus spears just above the ground as to not leave tall stubble no more than inch allow, also no pulling of spear and root out from the ground causing white ends and place in plastic lugs in an oriented manner that hold approximately 25 points when full of asparagus. Workers may be required to walk
through rows behind the picking cart and stoop to hand snap spears just above ground that the workers on the picking cart missed.
Worker will pick according to grade, color and size. For fresh harvesting, workers will carry the full lugs off of the cart and hand stack onto each other on a pallet lifted up onto the bed of a truck and secure with tape and a top. For processing harvesting, workers will carry the full lugs off of the cart, life full lugs up to bed of truck and dump into 18-20 bushel wooden or plastic bin. Workers will be required to grade, size and prepare the asparagus. Workers will perform tasks associating with preparing the asparagus, inspecting the asparagus, removing segregated asparagus from sorting stations, placing in boxes or bags, stacking asparagus, and unloading/loading as needed. Workers will operate agricultural machinery/equipment. Some workers who have a legal driver's licenses may be needed to drive a truck to and from field. Workers will be required to bend, stoop, kneel and stand for long periods of time. Harvest conditions vary based on weather patterns and market demands.

*h. Job Offer Information 8*

| 1. Section/Item Number * | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - Meals |
|---|---|---|---|

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

Only the non-commuting employees who are assigned housing will be permitted to occupy the housing. The employer retains possession and control of the housing premises at all times. Any workers who is provided housing must vacate the housing promptly upon termination of employment with the employer who provides the housing, in accordance with state law. The employer attests that the housing complies with all local, state, and federal housing safety standards pursuant to 20 CFR 655.122(d)(1)(ii). All housing charges for rental will be paid by employer directly to the owner or operator of the rental and/or public accommodation unit(s). Overnight guests are not permitted. The employer hereby requests a timely inspection of employer-provided worker housing by representatives of the State Workforce Agency, the State Health Department and/or the US Employment and Training Administration to verify the condition of such housing so as to ensure that all worker housing meets standards not later than 30 days prior to occupancy. All workers who occupy employer-provided housing will be responsible for maintaining such housing and their living quarters in a neat, clean manner, and in compliance with Work Rules attached to this Application, which will also be provided upon hiring. Any failure to comply with these rules will result in disciplinary action, up to and including termination of employment and removal from the housing. Workers will be assigned to employer-provided housing by a designated company manager and must occupy the quarters assignwrovided to non-commuting workers has free cooking and kitchen facilities. The employer provides free transportation to and from a neighboring town no less than once each week for supplies and/or banking to the non-commuting workers living in employer-provided housing. The dining, full kitchen/cooking facilities and other common areas will be shared by all workers.

**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 * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Job Requirements |
|---|---|---|---|

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

To ensure worker safety, all workers must wear all required and assigned personal protective equipment. Workers must wear work clothing and boots or other durable footwear everyday. Shorts, bathing suits, or other casual clothing are not permitted. If a worker wears inappropriate clothing to work, that worker will not be permitted to start work. This is to ensure the safety of that worker, and all employees around that worker. The employer has strict policy banning use, possession, transfer, offer, sale or manufacture of any controlled substances. Under this policy, use of any controlled substance, except for prescription medications, is strictly prohibited. Also, alcohol consumption during work hours, in production areas, on employer-owned buses, or in employer-provided housing is strictly prohibited. An employee may be terminated for violating employer limitations on alcohol consumption. If the employee is involved in an accident involving injury or property, the employer may require a drug
test. Raises and/or end of season bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company?s
sole discretion, based on factors including work performance, skill, and tenure. Only those workers who remain to the end of the season, or to such point in time that the employer determines he has not further need for the worker?s services, are eligible for end of season bonuses. No worker is guaranteed an end of season bonus. The amount of an end of season bonus is in the sole discretion of the employer and may vary between workers awarded end of season bonuses. Workers paid on an hourly basis who fail to perform their duties in a timely and proficient manner will be provided up to three warnings, and will be coached/instructed regarding how to work faster and more efficiently. Upon issuance of the third warning, the employee may be terminated. Workers seeking employment under this job order must be available for entire period requested by the employer. Successful applicants will be given a one day (6 hour) training session. The employer retains the right to discharge any obviously unqualified worker, malingerer, or recalcitrant worker who is physically able to complete work, but does not demonstrate a willingness to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason. All terms
and conditions included in this job order will apply equally to all workers, both U.S. workers and H-2A workers, employed in the occupation described in this clearance.

*j. Job Offer Information 10*

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

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

Workers must work productively and in compliance with Employer policies and job instructions. Failure to follow rules and policies will result Worker discipline and may result in termination. Employer generally uses a 3-step disciplinary process: (1) verbal warning for first violation; (2) written warning for second violation; and (3) termination upon third violation. Certain violations are so severe that they may result in termination without prior warning. This procedure is not contractual or a guarantee of progressive discipline. Employer reserves the right to determine appropriate discipline based on circumstances of each case. If an employee presents a safety risk or is engaging in unsafe behavior, employer may, at its option, require the employee to stop working for the day. Employee may not participate in, or allow any illegal activities while on any farm premises or employee housing areas. This includes but is not limited to theft, assault, and illegal drug use. Failure to obey is grounds for immediate termination. Alcohol, firearms, and illegal drugs are not permitted in any field, farm building or work area anywhere on farm property or in employer-provided housing, or on employer-provided
transportation. Possession of prohibited items may result in immediate termination. This includes weapons under local carry and concealed weapons laws. Workers must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. Employer may require alcohol and drug testing when it has reasonable suspicion that Worker is under the influence at work, when Worker suffered an injury and requires medical attention or reporting to regulatory agency either while on duty or while on Employer?s work premises. The employer will cover the cost of any drug tests it requires. Testing may also be required if Worker is involved in a 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, paraphernalia, and/or the smell of alcohol or drugs on the Workers. Workers agree to testing under this policy as a condition of employment.

**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 * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Anticipated Hours |
|---|---|---|---|

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

Given that the demands of agricultural production are unpredictable and driven by factors such as weather, crop conditions, market demands, and numerous other factors, it is impossible to predict with any degree of accuracy how many hours per day or per week a worker will work or what percentage of time will be dedicated to specific tasks. Workers may be requested to work on their Sabbath or Federal holidays, but are not required to do so. Due to the unpredictable nature of agricultural work, workers may be offered more or less hours than the estimated hours per day and more ore less hours than the estimated hours per week.

*l. Job Offer Information 12*

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

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

All workers hired under this job order must be able, willing, and qualified to work. Additionally, all workers hired under this job order must be available at time and place needed to perform the work described in this job order. Cellphone use is strictly prohibited at the workplace during work hours. On-site supervisors will have access to a phone in the event of an emergency during work hours. During non-work hours and during breaks in the work day, workers may use their cell phones. If a worker quits or is terminated for cause prior to the end of the period of employment, he will not be eligible for the transportation reimbursement and may not be eligible for rehire in future years. Workers must notify the employer and secure permission for any necessary absences. The employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: (1) abandons the employment prior to the end of the employment period (five consecutive workdays of unexcused absence shall constitute abandonment of
employment); (2) malingers or refuses without justified cause to perform assigned work; (3) refuses without justified cause to follow housing rules or the workplace standards and rules; (4) does not demonstrate the willingness to perform the work necessary; (5) commits a serious act of
misconduct or serious or repeated violations of the employer's workplace standards and/or rules; (6) is found to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers; (7) commits acts of insubordination; (8) fails after completing the training period to perform the work as specified in Item 16; (9) falsifies identification, personnel, medical, production or other work related records; and/or (10) provides another lawful job-related reason for termination of employment (including termination caused by a U.S. worker becoming available for the job under the DOL 50% rule). This employer considers the following actions to constitute serious acts of misconduct, which may result in termination: (1) use of illegal drugs; (2) engaging in threatening behavior or workplace violence; (3) verbal, sexual, or physical harassment of other employees or the employer; (4) theft from employers or other workers; (5) engaging in demeaning behavior towards other employees or the employer, including but not limited to spitting and profanity; and (6) willful or malicious damage to the property of others. The above list is indicative of what the employer considers a serious act of misconduct, but is not allinclusive. This employer considers any willful or intentional failure to obey a lawful and reasonable request from the employer or supervisor to be insubordination which may result in termination. Workers who are consistently
unable to perform their duties in a timely and proficient manner, as compared with other workers and normally accepted standards, considering all factors, will be provided training in accordance with employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the worker to work more efficiently. If performance does not improve after coaching and three warnings, the worker may be terminated.

**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 * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Vaccine |
|---|---|---|---|

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

Workers may be required to provide proof of vaccination against COVID by a vaccine approved in the USA. Workers unable to provide proof of vaccination must wear a mask at all times while working. Vaccinated workers may be required to wear masks while working as well, depending on the current status of COVID risk in the area. Whether a worker must wear a mask will be clearly communicated by a supervisor. These requirements are subject to change due to State or Federal guidelines related to COVID, or the changing risk of COVID in the area.

*n. Job Offer Information 14*

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

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

The employer expects workers living in employer-provided housing to follow all house rules. These house rules are provided to give workers an idea of the expected behavior in employer provided housing. The following are a non-exclusive list of house rules:
1. Keep all common areas and living spaces clean;
2. Sweep floors daily;
3. Mop floors weekly;
4. Do not leave trash in the yard;
5. DO NOT damage the employer-provided housing;
6. DO NOT leave the AC unit running during the day;
7. DO NOT remove or cover smoke detectors/alarms;
8. DO NOT remove heaters/fire extinguishers from homes;
9. DO NOT use extension cords;
10. DO NOT remove/tear screen on doors/windows;
11. DO NOT remove batteries from smoke detectors for any reason;
12. No fighting or weapons allowed;
13. No consumption of alcohol or illegal substances permitted;
14. Flush toilet paper after every use;
15. Place used toilet paper in toilet before flushing (do not put in waste basket);
16. When dirty, clean off surfaces in bathroom;
17. Make your bed daily;
18. Do not take bed apart, or move beds;
19. No overnight guests allowed;
20. Keep personal belongings in own space; and
21. DO NOT store food in the bedrooms.

**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 * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Job Requirements |
|---|---|---|---|

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

The employer expects all employees to follow all performance standards and rules of conduct to ensure the company's safe and efficient operations. Though some performance standards are listed below, the list is not all-inclusive. Other performance standards may be established at the discretion of the employer. The listed standards simply provide guidance on the types of misconduct for which employees may be disciplined or terminated. These standards are provided to employees to provide a general understanding of what the employer considers to be unacceptable behavior. Engaging in any of the following activities may result in disciplinary action against that employee. Disciplinary actions range from a verbal warning up to and including termination of employment for cause.

1. Failure by the employee to perform work assigned by a supervisor or manager, consistent with the terms of the job clearance order.
2. Falsification of any company or government records or documents, or any other material forms of dishonesty, fraud, theft, or the misuse of property.
3. Leaving the farm property during scheduled working hours without the permission of your supervisor or manager.
4. Deliberately abusing, destroying, damaging, or defacing property, tools and/or equipment, including the personal property of others.
5. Taking part in any conduct with may endanger fellow employees or discredit the organization.
6. Improper or illegal use of alcoholic beverages, illegal drugs, controlled substances, or prescribed medications.
7. Failure or refusal to cooperate in a company or government investigation.
8. Improper behavior in performing the job.
9. Violation of the employer's policies or procedures, including but not limited to housing rules of occupancy, which have been established to protect the employer's property and equipment, as well as help safeguard the health and safety of its employees.
10. Tolerating, participating in, or initiating an event or act that is considered threatening behavior or workplace violence.

*p. Job Offer Information 16*

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

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

Workers may not remove the batteries from the smoke detectors in the provided housing. Violations will be cause for immediate removal from housing and termination of employment. Workers may not remove beds, refrigerators, stoves, tables, chairs, screens, ect., or any other equipment from the housing premises provided by Employer without specific authorization from Employer. Violators may be subject to immediate termination of employment. Workers are required to notify the employer prior to voluntarily terminating employment. If the worker fails to provide a forwarding address, all wages still due will be forwarded to the last known address for the worker. It is thus crucial that workers provide a complete and accurate address as soon as possible, but in no event later than the first work day. This employer has a no-complete, no-hire policy. This means that workers who fail to complete the full employment period due to termination for a lawful job-related reason, abandonment, or voluntarily resignation without notice are ineligible to work for the employer in the future. Workers who voluntarily resigned with notice may still be ineligible for rehire. The employer provides Worker?s Compensation Insurance for workers for injuries arising out of and in the course of employment. The employer?s proof of insurance coverage will be provided to the regional Administrator before certification is granted. If a sufficient number of qualified workers are available at the same time and place to come to work for the employer, the employer may, at the employer?s option, coordinate group transportation arrangement (such as arranging for group purchase of bus tickets, charter bus service, or employer provided transportation or other arrangements or assistance, as appropriate). The employer will notify the order-holding local office or State agency 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. The required terms of the job order and the certified Application for Temporary Employment Certification will be the work contract. The employer will provide to H-2A workers a copy of the job order 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 going form an H-2A employer to a subsequent H-2A employer, these documents will be provided no later than the time an offer of employment is made by the subsequent H-2A employer.

**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.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Pay Deductions |
|---|---|---|---|

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

All workers referred to the job through a State Workforce Agency shall contact that agency, or preferably the local holding office, to verify the date of need cited in the job order no sooner than nine (9) working days and no later than five (5) working days prior to the original date of need cited in the job order. Failure to contact such office shall disqualify the worker from the assurance provided in 20 CFR 653.501(d)(4). If the worker voluntarily abandons employment before the end of the job order period, or is terminated for jobrelated reasons or misconduct, the employer will notify DOL (and DHS in the case of an H-2A worker) not later than two (2) working days after such abandonment occurs; five (5) consecutive workdays of unexcused absence shall constitute abandonment of employment. The employer will not be responsible for providing or paying return transportation and subsistence expenses of the worker, and the worker is not entitled to the three-quarter guarantee. The employer will advise H-2A visa beneficiaries of their responsibility to return to their country of origin, or to subsequent employment-authorized work, at the end of the term of employment. The employer does not allow the payment of recruitment fees by workers. If a worker is asked to pay such a fee or has actually paid such a fee, he must inform the employer immediately so that the employer may take appropriate action.

*r. Job Offer Information 18*

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

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

All work is compensated at the provided hourly rate. Any employee who is terminated for cause will not be entitled to the three-fourths guarantee. If a worker makes a long distance telephone call using the employer's telephone line, the worker will be deemed to have consented to the deductions of the cost of such call(s) from his or her paycheck and will promptly confirm such authorization in writing. If the worker does not authorize such a deduction in writing, the worker will be expected to repay the employer for such telephone use upon demand. If the worker does not pay the cost of such telephone call(s) within a reasonable time after being asked to do so, the worker will be subject to discipline in accordance with the employer's policies. Workers are not generally entitled to overtime based upon the agricultural nature of work performed. If a worker engages in work that qualifies for overtime under state or federal law, the employer will pay overtime.

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

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

The worker will be reimbursed by the employer for the above transportation and reasonable subsistence costs in full no later than at the halfway point in the work contract ("50% period"), if such payment was not already paid in full to the worker prior to that time. Workers without acceptable receipts will be paid the legal minimum travel subsistence per day. Workers with acceptable receipts will be reimbursed up to the current maximum subsistence amount published in the Federal Register. The transportation reimbursement shall be calculated on the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation charges for the distances involved. If the worker completes the period of employment, the employer will provide
or pay for the worker's transportation and reasonable subsistence from the place of employment to the place from which the worker came to work for the employer, unless the worker has accepted subsequent employment with another employer who agrees to accept the return transportation costs. If the worker has accepted subsequent employment with another employer who agrees to accept the return transportation costs, than this employer only pays for transportation to the next job. If, prior to the expiration date specified in this clearance order, the services of the worker are no longer required for reasons beyond the control of the
employer due to events such as a fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the contract. In accordance with the law, the Certifying Officer will make the determination of whether such an event constitutes a contract impossibility. In the event of such termination of a contract, the employer will fulfill the three-fourths guarantee for the time that has elapsed from the first day of employment to the time of contract termination as described in 20 CFR 655. 122(i).Under such circumstances, the employer will make efforts to transfer the worker to
other comparable employment acceptable to the workers, consistent with existing immigration law, as applicable. If such transfer is not affected, the
employer will: (1) 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 the worker's next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by
the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment, if such payments were not already paid to the worker prior to the separation of employment. Daily subsistence must be computed as set forth in 20 CFR 655.122(h). The amount of the transportation payment will be equal the most economical and reasonable common carrier transportation charges for the distances involved. The employer will provide inbound and outbound transportation for workers using employer-provided buses or charter buses. The employer will pay for the costs of the buses up front and will reimburse the workers for the daily subsistence rate.

*t. Job Offer Information 20*

| 1. Section/Item Number * | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions - Spanish |
|---|---|---|---|

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

Workers will be provided a copy of the job order. The employer uses best efforts to ensure the translation is accurate, but if a conflict exists between the English and translations version, the English version controls.

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