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

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	61	61	3. First Date * 4/24/2023	4. Last Date * 9/17/2023

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. 7 : 00 ☑ AM ☐ PM
b. 1 : 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 . 20	Asparagus Harvest (fresh & processed), per pound

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-300-23048-783668 Case Status: Full Certification Determination Date: 03/24/2023 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)*

This job requires a minimum of 3 months of agricultural experience handling both manual and mechanized tasks. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. Saturday work required. Must be able to lift/carry 60 lbs. Employer-paid pre-employment and post-hire drug testing required. Criminal background check required.

C. Place of Employment Information

1. Place of Employment Address/Location *
6733 N 144th Ave

2. City *	3. State *	4. Postal Code *	5. County *
Hart	Michigan	49420	Oceana

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

All work is performed on the farm.

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 *
3744 E. Winter Rd.

2. City *	3. State *	4. Postal Code *	5. County *
Hart	Michigan	49420	Oceana

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

7. Total Units * 1

8. Total Occupancy * 28

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

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *

Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.

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

E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

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

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (*i.e.*, inbound) and (b) from the place of employment (*i.e.*, outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-local workers, employer arranges/provides inbound transportation via common carrier mode of transportation (e.g., bus or plane) and reimburses workers for daily subsistence and reasonable lodging costs, if applicable. Use of employer-offered transportation is voluntary.

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

To be eligible for employment, applicants must:
1. Be able, willing, and available to perform the specified job duties for the duration of the contract period;
2. Have been apprised of all material terms and conditions of employment;
3. Agree to abide by all material terms and conditions of employment;
4. Be legally authorized to work in the United States; AND
5. Satisfy all minimum job requirements. Applicants may apply at nearest Michigan Works! office, which will apprise applicant of material/terms and conditions of employment and will only refer applicant to employer upon confirming hiring eligibility (i.e., that applicant is qualified, able, willing, and available). Visit Pure Michigan Talent Connect (mitalent.org) or call 800-285-9675 to find nearest Michigan Works! office.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
N/A	N/A	arubio@overlookharvesting.com

5. Website Address (URL) to Apply *
www.overlookharvesting.com

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 §
Bentley	Raymond	O.
4. Title *		
President		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	2/23/2023

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
	Asparagus Harvest (fresh & processed)	$ 00 . 20	Piece Rate	per pound. Please see Addendum. A.9 continued for additional piece rate information.
	Zucchini Harvest	$ 15 . 00	Piece Rate	per 18 bushel box/bin. Please see Addendum. A.9 continued for additional piece rate information.
	Apple Harvest	$ 14 . 00	Piece Rate	per 18 bushel box/bin. (Production to meet per hour = 0.77 lbs.) Please see Addendum. A.9 continued for additional piece rate information.
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		

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 §
Oomen Farms	6733 N 144th Ave Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	4315 E Winter Rd Walkerville, Michigan 49459 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	3770 E Winter Rd Walkerville, Michigan 49459 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	2930 E Jackson Rd Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	6167 N 144th Ave Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	1075 E Jackson Rd Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	1999 E Minke Rd Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	5105 N. 128th Ave Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	5140 N. 136th Ave Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	5000 N 140th Ave Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35

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 §
Oomen Farms	6163 E Tyler Rd Walkerville, Michigan 49459 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	8500 N 188th Ave Walkerville, Michigan 49459 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	7600 N 192nd Ave Walkerville, Michigan 49459 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	6397 N 168th Ave Walkerville, Michigan 49459 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	5900 E Monroe Ave Walkerville, Michigan 49459 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	4500 N 136th Ave Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	4700 N 140th Ave Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	4301 N 140th Ave Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	3000 E Amber Rd Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	4801 E Hazel Rd Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35

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 §
Oomen Farms	3401 E Filmore Rd Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	1849 W Tyler Rd Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	5401 N 72nd Ave Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	1125 Meisenheimer Rd. Scottville, Michigan 49454 MASON		4/24/2023	6/30/2023	35
Oomen Farms	2800 Marrison Pentwater, Michigan 49449 MASON		4/24/2023	6/30/2023	35
Oomen Farms	7002 S Brye Rd Pentwater, Michigan 49449 MASON		4/24/2023	6/30/2023	35
Oomen Farms	15600 Peters Farm Rd Irons, Michigan 49644 MANISTEE		4/24/2023	6/30/2023	35
Oomen Farms	7000 N Comstock Ave Hesperia, Michigan 49421 NEWAYGO		4/24/2023	6/30/2023	35
Oomen Veggie Co.	7430 N. 120th Ave. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	1736 E. Jackson Rd. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16

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 §
Oomen Veggie Co.	1953 E. Wolf Rd. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	8828 N. 120th Ave. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	910 E. Jackson Rd. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	5159 N. 120th Ave. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	N. 120th Ave. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	2157 E. Jackson Rd. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	E. Minke Rd. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	Adams Rd. Pentwater, Michigan 49449 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	N. 96th Ave. Pentwater, Michigan 49449 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	N. 104th Ave. Pentwater, Michigan 49449 OCEANA		4/24/2023	6/30/2023	16

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 §
Oomen Veggie Co.	Monroe Rd. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	Oceana Drive Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	W. Jackson Rd. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	3433 Monroe Rd. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	72nd Ave. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	5170 Oceana Dr. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	120th Ave. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	N. 168th Ave. Walkerville, Michigan 49459 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	W. Polk Rd. Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	16
Oomen Veggie Co.	6232 S. Custer Rd. Custer, Michigan 49405 MASON		4/24/2023	6/30/2023	16

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 §
Oomen Veggie Co.	6401 S. Custer Rd. Custer, Michigan 49405 MASON		4/24/2023	6/30/2023	16
Oomen Veggie Co.	W. Chauvez Rd. Scottville, Michigan 49454 MASON		4/24/2023	6/30/2023	16
Third Day Orchard Company, LLC	96TH AVE Shelby, Michigan OCEANA		4/24/2023	9/17/2023	5
Third Day Orchard Company, LLC	WOODROW RD Shelby, Michigan OCEANA		4/24/2023	9/17/2023	5
Third Day Orchard Company, LLC	102ND AVENUE Shelby, Michigan OCEANA		4/24/2023	9/17/2023	5
Third Day Orchard Company, LLC	South 96th Ave Shelby, Michigan OCEANA		4/24/2023	9/17/2023	5
Roossinck Orchards	5180 S. Dickinson Ave Fremont, Michigan 49412 NEWAYGO		4/24/2023	9/17/2023	5
Roossinck Orchards	6970 W. Baseline Rd Fremont, Michigan 49412 NEWAYGO		4/24/2023	9/17/2023	5
Roossinck Orchards	8592 W. 60th St Fremont, Michigan 49412 NEWAYGO		4/24/2023	9/17/2023	5
Roossinck Orchards	8990 W. 60th St Fremont, Michigan 49412 NEWAYGO		4/24/2023	9/17/2023	5

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 §
Roossinck Orchards	9333 W. 56th St Fremont, Michigan 49412 NEWAYGO		4/24/2023	9/17/2023	5
Eugene Kokx Farms, LLC	West Jackson Road Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	6
Eugene Kokx Farms, LLC	West Monroe Roadd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	6
Eugene Kokx Farms, LLC	North 108th Avenue Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	6
Eugene Kokx Farms, LLC	Minke Road Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	6
Eugene Kokx Farms, LLC	4426 East Madison Rd. Walkerville, Michigan 49459 OCEANA		7/1/2023	9/17/2023	6
Eugene Kokx Farms, LLC	N. 128th Ave. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	6
Eugene Kokx Farms, LLC	694 East Thistle Rd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	6
Eugene Kokx Farms, LLC	1233 E Madison Rd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	6
Eugene Kokx Farms, LLC	North 128th Avenue Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	6

D. Additional Housing Information

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Eugene Kokx Farms, LLC	5548 North 108th Avenue Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	6
Eugene Kokx Farms, LLC	5548 N 108th Ave Michigan 49420 OCEANA		7/1/2023	9/17/2023	6
Eugene Kokx Farms, LLC	5984 N. 120th Ave. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	6
Crystal Valley Organics	4700 North 160th Ave Michigan 49459 OCEANA		7/1/2023	9/17/2023	35
Crystal Valley Organics	2155 West Jefferson Road Michigan 49449 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	6733 N 144th Ave Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	4315 E Winter Rd Walkerville, Michigan 49459 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	3770 E Winter Rd Walkerville, Michigan 49459 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	2930 E Jackson Rd Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	6167 N 144th Ave Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35

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 §
Oomen Farms	1075 E Jackson Rd Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	1999 E Minke Rd Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	5105 N. 128th Ave Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	5140 N. 136th Ave Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	5000 N 140th Ave Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	6163 E Tyler Rd Walkerville, Michigan 49459 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	8500 N 188th Ave Walkerville, Michigan 49459 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	7600 N 192nd Ave Walkerville, Michigan 49459 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	6367 N 168th Ave Walkerville, Michigan 49459 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	5900 E Monroe Ave Walkerville, Michigan 49459 OCEANA		7/1/2023	9/17/2023	35

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 §
Oomen Farms	4500 N 136th Ave Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	4700 N 140th Ave Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	4301 N 140th Ave Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	3000 E Amber Rd Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	4801 E Hazel Rd Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	3401 E Filmore Rd Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	1849 W Tyler Rd Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	5401 N 72nd Ave Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35
Oomen Farms	1125 Meisenheimer Rd. Scottville, Michigan 49454 MASON		7/1/2023	9/17/2023	35
Oomen Farms	2800 Marrison Pentwater, Michigan 49449 MASON		7/1/2023	9/17/2023	35

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 §
Oomen Farms	7002 S Brye Rd Pentwater, Michigan 49449 MASON		7/1/2023	9/17/2023	35
Oomen Farms	15600 Peters Farm Rd Irons, Michigan 49644 MANISTEE		7/1/2023	9/17/2023	35
Oomen Farms	7000 N Comstock Ave Hesperia, Michigan 49421 NEWAYGO		7/1/2023	9/17/2023	35
Oomen Veggie Co.	7430 N. 120th Ave. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	1736 E. Jackson Rd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	1953 E. Wolf Rd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	8828 N. 120th Ave. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	910 E. Jackson Rd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	5159 N. 120th Ave. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	N. 120th Ave. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10

D. Additional Housing Information

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Oomen Veggie Co.	2157 E. Jackson Rd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	E. Minke Rd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	Adams Rd. Pentwater, Michigan 49449 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	N. 96th Ave. Pentwater, Michigan 49449 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	N. 104th Ave. Pentwater, Michigan 49449 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	Monroe Rd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	Oceana Drive Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	W. Jackson Rd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	3433 Monroe Rd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	72nd Ave. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10

D. Additional Housing Information

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Oomen Veggie Co.	5170 Oceana Dr. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	120th Ave. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	N. 168th Ave. Walkerville, Michigan 49459 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	W. Polk Rd. Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	10
Oomen Veggie Co.	6232 S. Custer Rd. Custer, Michigan 49405 MASON		7/1/2023	9/17/2023	10
Oomen Veggie Co.	6401 S. Custer Rd. Custer, Michigan 49405 MASON		7/1/2023	9/17/2023	10
Oomen Veggie Co.	W. Chauvez Rd. Scottville, Michigan 49454 MASON		7/1/2023	9/17/2023	10
Oomen Farms	4227 W. Tyer Rd Hart, Michigan 49420 OCEANA		4/24/2023	6/30/2023	35
Oomen Farms	4227 W. Tyer Rd Hart, Michigan 49420 OCEANA		7/1/2023	9/17/2023	35

D. Additional Housing Information

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ☐ Rental or public accommodations	3841 E. Winter Rd. Hart, Michigan 49420 OCEANA		1	24	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	5159 N. 120th Ave. Hart, Michigan 49420 OCEANA		1	18	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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

H-2A Case Number: H-300-23048-783668 Case Status: Full Certification Determination Date: 03/24/2023 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*) *

Crops/Commodities:
asparagus and zucchini, but not limited to, broccoli, cauliflower, parsnip, buckskin squash, green beans, beets, butternut squash, and carrots.
Rock/Roots/Stick/Brush Pick-Up and Removal:
Worker will pick up hand rocks, roots, sticks, brush from ground and place on trailers, in loader buckets or piles. The use of pointed shovel, ax, loppers or pry bar may be necessary for help with pick up. Pay will be hourly. Worker will be required to walk, bend, kneel, stoop and lift for long periods of time.

Weeding:
Workers will walk down rows of planted crops using a garden hoe to remove weeds from growing around and within the plants. Care must be exercised as to not dig up or harm the adjacent vegetable plants. Worker must be able to walk, bend, kneel, stoop and stand for long periods of time and work at a steady and efficient pace. Workers will remove weeds by use of a hoe/pickaxe from the walk-way and remove all weeds growing around plants by hand. Workers will remove weeds from the growing area by raking piles of debris and dispose of it as directed by the farm manager and or/crew supervisor.

General Farm Labor:
Some of the work required from the worker to be performed that is incidental to farming crops listed in this application may be described as performing hand cultivation duties, planting crops/trees, transplanting (may include riding on a transplant machine), cutting spears and sorting, weeding or hoeing crops, root stock work, cleaning, repairing seed beds and racks, setting up and moving irrigation pipes and equipment. Tasks the worker must be able to perform include: assist in pest controls; install culverts for field drainage; remove and reinstall sprinklers, remove debris, boxes, and discarded plants from fields to keep clean growing areas; general ranch maintenance; basic irrigation maintenance; clean and maintenance equipment and tools, assist in equipment cleaning, assist in applications by hand or tractor of fertilizers and or/pesticides; frost control of sprinklers, frost blanket coverings, or hoop coverings. Assist with farm building/field maintenance and repairs. Build/repair fences.

Plant, cultivate and harvest vegetables. Use hand tools including, but not limited to: shovels, hoes and knives. Plant roots, seeds and bulbs. Till soil. Weed and thin plants. Transplant plants by hand. Stake/tie plants and trellis/prune plants. Pick, cut, lift, or pull crops. Tie vegetables in bunches. Grade, size and field pack product. Take care to prevent damaging produce and plants.

Asparagus Harvest:
Worker will hand harvest asparagus and plant asaparagus. Asparagus plants can grow 3-10 inches per day, and during growing season, the field needs to be picked daily, or as often that is needed to meet quality and length requirements. In an asparagus field, asparagus pickers will sit in bent positions 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 with their feet. Pickers use both hands to hand snap the asparagus spears just above the ground as to not leave tall stubble no more than inch allowed. Pickers may be asked to cut asparagus in the field using a cutting tool or knife. There is no pulling of spear and root out from the ground causing white ends. Asparagus is placed in plastic lugs in an orientated manner-butts to the center of the lug and heads or tips to the end. While workers are picking, any non-marketable product will be harvested and thrown on the grown so as to prevent from becoming a continuous problem. Each lug holds approximately 25 pounds 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.

b. Job Offer Information 2

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

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

DEDUCTIONS. Employer makes all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of wage advances and/or loans, health insurance premiums, retirement plan contributions, and/or third-party payments or wage assignments for products or services furnished for the worker’s benefit or convenience. All deductions comply with the Fair Labor Standards Act (FLSA) and applicable state law. Employer may deduct reasonable repair costs if the worker is found to be responsible for damage to housing beyond normal wear and tear. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence.

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

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

d. Job Offer Information 4

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

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

For Fresh Harvesting, workers will carry the full lugs off of the cart and hand stack onto each other on the pallet in the correct manner so that the lugs don't crush any of the harvested spears, This will require the lugs to be lifted onto the truck bed or trailer and place on the pallet, secured with top and strap. For Processing harvesting, workers will carry the full lugs off of the cart, lift full lugs up to the truck or trailer and dump into 18-20 bushel wooden or plastic bin. Processing asparagus will be graded accordingly to the processor specifications. Workers may be asked to take asparagus out of boxes to lay on the line for re-grading.

Apple Harvest: Quality is essential. Different varieties of apples will be picked according to established company procedures based on the end use (spot picking for fresh; small percentage of culls for processing.) Workers must be able to differentiate between colors accurately in order to perform color-specific picking. Care must be taken when picking so as not to damage or bruise fruit. Workers must be able to pick and dump fruit without stem pulls, punctures, bruising or other damage which diminishes quality. Observation of bruised, damaged or cull fruit by the supervisor, or as indicated on the pick quality report will result in a verbal disciplinary warning. A written disciplinary warning may occur when a bin is inspected and a significant number of culls, bruised or damaged fruit are found by the supervisor. Upon the third notice a worker's employment may be terminated. Company supervisors will explain and demonstrate if necessary picking requirements to all workers at the start of the season and as needed thereafter to ensure quality standards. Workers will be expected to pick apples in a timely manner, free of bruises and defects. For food and general safety purposes, all workers will be required to follow common sanitary practices, as specified by the employer, at all times. Work area must be kept clean and safe by keeping dropped fruit away from the bin in order to prevent missteps when emptying the picking bucket.

Harvesting apples may require the use of ladders. The harvesting begins at the bottom of the tree, then the worker moves to the middle of the tree utilizing an aluminum ladder, then completes the harvest of the tree at the top, utilizing a wooden ladder, at the direction of the supervisor. Workers must be able to carry an 18- foot ladder and must be able to harvest at a height of up to 16 feet.

Employer may discipline and/or terminate the worker with notification to the Job Service local office if the worker fails to meet the established production standard contained in this petition when employed under the piece rate system after the first 6 work days.

Depending on responsibilities performed, registration certificates and licenses held, workers will be paid on an hourly, piece rate or salary basis. Regardless of the method of pay, workers will earn at least the Adverse Effect Wage Rate for all hours worked, and overtime (if applicable) will be paid for workweeks in which nonexempt work and more than forty (40) hours are worked. Overtime will not be paid for workweeks when workers become eligible to perform only exempt work and are paid on a salary basis for all hours worked.

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

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

Based upon work performance, advancement is a possibility. This advancement includes, but is not limited to, supervising/managing a crew, as well as possibly driving a bus as long as licensing requirements are met.

Must wear assigned personal protective equipment when required. Must report for work daily wearing work clothing and boots or other durable foot wear. Workers wearing clothing inappropriate for work will not be permitted to start work.

Outdoor work required when plants are wet, or during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Temperatures in fields during working hours may vary. Workers may be required to work during occasional showers not severe enough to stop field operations. Allergies to ragweed, goldenrod, honey bees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Work is done outdoors for long periods of time and requires prolonged periods of standing and/or walking, repetitive movements, and frequent bending and/or stooping. Workers must be able to handle, lift, and carry heavy or bulky objects (product, containers) in accordance with the specified lifting requirements. Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non-passenger intended equipment unless instructed and authorized by the employer or supervisor to do so. NO cell phones, radios, CD players, MP3 players, or other electronic devices with headphones are permitted during work activity and/or while driving company vehicles.

For food and general safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when working in agricultural crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields. All workers must report all injuries and illnesses to their employer. As well as any communicable diseases such as but not limited to diarrhea, or any other infectious disease or illness. Workers shall report immediately any cuts or abrasions that cause open bleeding. No tobacco, food, gum, candy, drinks (other than water) or medication is allowed while working in the field. No jewelry, watches or fingernails longer than 1/8" are allowed. No open toe shoes or sandals are permitted. Glass bottles, drinking glasses, or any item made from glass are prohibited in the field. Improper hygiene will not be tolerated. Keep the restrooms, rest areas and portable facilities in the filed clean for others at all times.

Employer requires all newly-hired employees to take and pass an employer-paid drug test before starting work. Drug test not required for prospective applicants prior to hiring decision. All testing is conducted uniformly after an initial job offer has been extended and accepted by the new hire. Workers testing positive will be immediately terminated and paid for all hours worked between the first date of employment and the date of termination, if any. In the case of a non-local or foreign worker who is terminated for failure to pass a drug test, the employer will arrange least-cost transportation to the worker's place of recruitment, at the worker's expense. The employer will also test after a worker has an accident at work.

f. Job Offer Information 6

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

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

Workers may not report for work while under the influence of alcohol or drugs. The possession or use of illegal drugs or marijuana, or alcohol consumption on company premises or housing is prohibited and may be cause for termination. Use, possession, transfer, offer, sale or manufacture of alcohol, marijuana and/or controlled substances strictly prohibited. All work sites are alcohol and drug free work places. Employees must not report for work, enter the employers' property or perform service while under the influence of or having used alcohol, marijuana, illegal controlled substances, or any other substance that may in any way adversely affect their alertness, coordination, reaction or safety.

Employer requires all newly hired employees to take and pass an employer-paid background check. All background checks are conducted uniformly after an initial job offer has been extended and accepted by the new hire. Applicants found to have felony convictions (including, but not limited to assault, child molestation, sex or drug-related convictions) will be immediately terminated out of concern for general public safety, and paid for all hours worked between the first date of employment and the date of termination, if any. In the case of a non-local worker who is terminated for cause resulting from findings of the background check, the employer will arrange least-cost transportation to the worker's place of recruitment, at the worker's expense.

Workers with a clean driving record (no major moving violations such as but not limited to Driving While Intoxicated or Reckless Driving) and able to obtain an insurable driver's license may drive company vehicles. Workers with appropriate licenses and a valid doctor's certificate may transport other workers.

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

Workers under this job are not required to take a lunch break and the break will not be deducted.
Employer attests that it has sent (or will promptly send) original surety bond to CNPC.
Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. Workers will have an unpaid lunch break.

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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 4

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

TERMINATION. All workers will be subject to a five-day trial period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the trial period if the worker's performance fails to satisfy the employer's reasonable expectations, or is otherwise unacceptable. Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the trial period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.

These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Repeat or severe violations of the Work Rules may result in immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.

1.Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property.
2.Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses.
3.Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence of alcohol or illegal drugs. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing.
4.Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness. Workers must report any absence from work by 7:00 AM. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence).

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 5

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

5.Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them.
6.Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters.
7.Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning. Workers must close all doors and windows while using heat and during adverse weather conditions.
8.Workers assigned to bunk beds in employer-provided housing may not separate bunk beds.
9.Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing.
10.Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles.
11.Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand-washing facilities, or to obtain drinking water.
12.Workers may not sleep, waste time, or loiter during working hours.
13.Workers may not leave the field or other assigned work area without permission of employer or supervisor.
14.Workers may not enter employer's premises without authorization.
15.Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time.
16.Workers may not entertain guests in employer-provided housing premises after 10:30 PM, except on Saturdays when guest hours end at 12:00 midnight. No persons, other than workers assigned by employer, may sleep in housing.
17.Workers may not deliberately restrict production or damage products/commodities.
18.Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination.
19.Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination.
20.Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination.
21.Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination.
22.Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination.
23.Workers may not falsify identification, personnel, medical, production or other work-related records.

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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 6

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

24.Workers may not drive any vehicles on employer's property without proper licensing, if required.
25.Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers.
26.Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer.
27.Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer.
28.Workers may not misuse or remove from the farm premises without authorization any employer-owned property.
29.Workers may not accept personal gifts from employer's vendors or customers without employer's authorization.
30.Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor.
31.Workers must follow supervisor's instructions. Insubordination is cause for termination.
32.Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records.
33.Workers may not make long distance phone calls on the employer's phone without employer's explicit permission.
34.Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule:
First Offense: Oral warning and correction.
Second Offense: Written warning and unpaid leave for balance of day.
Third Offense: Immediate termination. Worker will be asked to sign written fact statement

NO COMPLETE NO REHIRE POLICY:
The employer has a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with the employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with the employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntary terminating their employment to be considered and eligible for exemption to the no complete, no rehire policy.

j. Job Offer Information 10

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

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

If workers decline employer-offered transportation, employer reimburses such workers reasonable travel costs (transportation, daily subsistence, and lodging if applicable), at least-cost economy-class rates, from the place worker departed to the employer's place of employment. Travel costs that bring workers' pay below the FLSA minimum wage reimbursed in first workweek; remainder of travel costs reimbursed upon completion of 50% of the contract period. Employer arranges/provides outbound travel via common carrier mode of transportation (e.g., bus or plane) to workers who complete the contract or are dismissed early without cause. Use of employer-provided transportation is voluntary. If workers decline employer-offered transportation, employer pays/reimburses such workers reasonable travel costs (transportation, daily subsistence, and lodging if applicable) at completion of contract, based on least-cost economy-class rates. No outbound travel benefits provided to workers who resign voluntarily, abandon employment, or are terminated for cause.

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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

Use of employer-provided transportation is voluntary. Workers who decline or are ineligible for employer-provided housing are responsible for own transportation. Employer attests that it will have enough vehicles, with appropriate seating capacity, to transport all workers eligible for employer-provided transportation. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: bus (quantity: 78, seats per: 66). Pick-up time is approximately 6:00am, and drop-off time is approximately 2:00pm.All vehicles are/will be authorized for use under employer's FLC Certificate of Registration. Travel distances vary by worksite. Vehicle safety standards at 29 CFR § 500.104 will apply to all vehicle classes in which round-trip travel in a workday is 75 miles or less. Vehicle safety standards at 29 CFR § 500.105 to the select classes of vehicle covered under such provision to the extent that round-trip travel exceeds 75 miles.

l. Job Offer Information 12

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

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

If the employer receives a fine for acts committed by a worker on the road while driving an employer provided vehicle or equipment and he or she is at fault, the fine amount will be deducted from the employees' wages when expressly authorized by the worker in writing.

No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.
In accordance with 8 CFR § 214.2(h)(5)(xi)(A) and 20 CFR § 655.135(j)–(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.

FIRST WEEK'S PAY. If an applicant fails to verify the start date of need between 9 and 5 business days prior to the original date of need, then they are disqualified from the first weeks' pay obligations listed in 20 C.F.R. § 653.501(c)(3)(i).

RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on non-discriminatory individualized factors.

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

ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.

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

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

NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.

DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status.
All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity.

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

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

Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate. See Addendum A for piece rate schedule.

n. Job Offer Information 14

1. Section/Item Number *	A.9	2. Name of Section or Category of Material Term or Condition *	Additional Crop or Agricultural Activities and Wage Offer Information

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

In apple harvest, Overlook adjust our piece pay's daily, depending on variety, size of fruit and quality expected, and overall size of crop which is direct result of Weather conditions. $14/box, is the LOWEST we would ever pay per box. Piece rates range from $14/box - $30/Box - depending on varietal expectations and size of crop. For example, if harvesting processing apples (fruit tends to be larger in diameter - equating to less pieces to fill box) and the quality expectations are low - resulting in a higher number of boxes per day. For that reason, we then pay $14/box - pending a good portion of our workers make above the state's AEWR. In a good processing block, workers can harvest up to 1.5 boxes per hour = 1.5/Bins/hour X $14/Bin = $18.00/hour. If harvesting Fresh apples (fruit tends to be smaller in diameter and must be treated delicately) and often times we're picking by size and color - resulting in a lower number of boxes per hour. For that reason, we then pay $20-$22/box - pending a good portion of our workers make above the state's AEWR. In a fresh block, workers can harvest up to 0.9 boxes per hour= 0.9/boxes/hour X $20/box = $18/hour. If we're picking a crop that is of pour quality or smaller than average, we work with the grower to increase our piece rates from $14/box up to meet the thresholds of the AEWR - or minimum wage makeup is paid to workers. Estimated hourly wage rate equivalent for this piece rate is $18/hr. Guaranteed $17.34/hr.

In asparagus harvest, Overlook recently adjusted our piece rates to $.20/c/lb - up from $.18/c/lb. We did this solely due to the increased AEWR @ $17.34/hour. Overlook's daily production in Asparagus varies, based on seasonal trends, weather and size of crop. For example, during the first 3 - 4 weeks of Michigan Asparagus season -the production is at its peak - pending good weather conditions, and workers can pick up to., 100/lbs./hour - resulting in a pay of 100 lbs. X .20 = $20/hour. During the last 3 - 5 weeks, production decreases substantially and workers can pick up to., 90/lbs/hour - resulting in a pay of 90/lbs. X .20 = $18/hour. Some days production dips, and other days it increases, so these can vary substantially depending on Weather and Growing Conditions. If we're picking a crop that is of pour quality or smaller than average, we work with the grower to increase our piece rates from .20/c/lb. up to meet the thresholds of the AEWR - or minimum wage makeup is paid to workers. Estimated hourly wage rate equivalent for this piece rate is $18-20/hr. Guaranteed $17.34/hr.

In Zucchini harvest, Overlook's production in Zucchini depends on size of crop - which is a result of weather and growing conditions, and in some cases prevalent diseases this crop may incur. On an average to good crop, a picker can pick up to 1.25/boxes of Zucchini per hour - resulting in a pay of: 1.25/boxes hour X $15 - $18.75/hour. If we're picking a crop that is of pour quality or smaller than average, we work with the grower to increase our piece rates from $15/box up to meet the thresholds of the AEWR - or minimum wage makeup is paid to workers. Estimated hourly wage rate equivalent for this piece rate is $18.75/hr. Guaranteed $17.34/hr.

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