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 * Farmworkers and Laborers

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	85	85	3. First Date * 4/24/2023	4. Last Date * 11/11/2023

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *(an entry is required for each box below)* *

40	**a. Total Hours**	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	0	h. Saturday

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 3 : 30 ☐ 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 §
$ 14 . 26	☑ 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.)
The employer will make the following deductions: FICA taxes, income tax, state tax, cash advances, overpayment of wages; and charges for any loss to the employer due to the workers damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker in writing.

H-2A Case Number: H-300-23053-792409 Case Status: Full Certification Determination Date: 03/10/2023 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 30 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? * ☐ Yes ☑ No

5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §

6. Additional Information Regarding Job Qualifications/Requirements. *
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)*

See Addendum C

C. Place of Employment Information

1. Place of Employment Address/Location *
B & W Quality Workers, LLC 2950 Winchester Highway

2. City *	3. State *	4. Postal Code *	5. County *
Elora	Tennessee	37328	Lincoln

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

B & W Quality Growers owns and controls all work-site locations. B & W Quality Growers is not a farm labor contractor.

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 *
2785 Vanzant Bend Road #1 - 12

2. City *	3. State *	4. Postal Code *	5. County *
Belvidere	Tennessee	37306	Franklin

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

7. Total Units * 12

8. Total Occupancy * 60

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)* *

Employer owned housing.

Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all-female workers will be housed with other females and allmale workers will be housed with other males.

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 employer will provide free and convenient cooking and kitchen facilities and free weekly transportation to the grocery store to workers living in employer-provided housing which will enable workers to prepare their own meals.

2. The employer: *	☑ **WILL NOT** charge workers for meals.		
	☐ **WILL** charge each worker for meals at	$ _____ . _____	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

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

The employer attests to abide by all guidelines listed within items 7.a & 7.b of Conditions of Employment and Assurances.

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 15 . 46	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. * *(Please begin response on this form and use Addendum C if additional space is needed.)* See Addendum C		
2. Telephone Number to Apply * +1 (772) 571-1135	3. Extension § N/A	4. Email Address to Apply * mabellerodriguez@watercress.com
5. Website Address (URL) to Apply * http://www.jobs4tn.gov/		

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 §
Radock	Angie	
4. Title *		
HR Director/H-2A Compliance		

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
	Bunch Watercress	$ 14 . 26	Hour	$4.00/tote with 100 bunches to specifications (minimum 2.55 totes per hour); $13.67 (AL) or $14.26 (TN) per hour guaranteed.
	Loose Watercress	$ 14 . 26	Hour	$3.35/tote of 30 lbs. net to specifications (minimum 2.42 totes per hour); $13.67 (AL) or $14.26 (TN) per hour guaranteed.
	Bulk Watercress for Soup	$ 14 . 26	Hour	$1.50/tote of 25 - 30 lbs. net to specifications (minimum 5.18 totes per hour); $13.67 (AL) or $14.26 (TN) per hour guaranteed.
	Land Crops	$ 14 . 26	Hour	$13.67 (AL) or $14.26 (TN) per hour guaranteed.
	Packing House Labor	$ 14 . 26	Hour	$14.26 per hour guaranteed (Packinghouse Located in TN)
	Packinghouse Leader	$ 17 . 11	Hour	$17.11 (AL and TN) per hour guaranteed
	Field Leader	$ 17 . 11	Hour	$17.11 (AL and TN) per hour guaranteed
	Packing House Night Labor	$ 16 . 04	Hour	$16.04 (AL and TN) per hour guaranteed
	Packing House Night Leader	$ 18 . 68	Hour	$18.68 (AL and TN) per hour guaranteed
		$.		

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 §
B & W Quality Growers, LLC.	376 Old Mountain Fort Road New Market, Alabama 35761 MADISON		4/24/2023	11/11/2023	85
B & W Quality Growers, LLC	3254 Vanzant Bend Road Elora, Tennessee 37306 LINCOLN		4/24/2023	11/11/2023	85
B & W Quality Growers, LLC.	2785 Vanzant Bend Road Elora, Tennessee 37306 LINCOLN		4/24/2023	11/11/2023	85
B & W Quality Growers, LLC.	279-299 Gray Lane Winchester, Tennessee 37398 FRANKLIN		4/24/2023	11/11/2023	85
B & W Quality Growers. LLC.	Kelso Smithland Road Elora, Tennessee 37328 LINCOLN		4/24/2023	11/11/2023	85

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	285 Gray Lane Unit #1 Belvidere, Tennessee 37306 FRANKLIN		1	3	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	2950 Winchester Hwy # 46, 52, 58, 66 Elora, Tennessee 37328 LINCOLN		4	20	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	2950 Winchester Hwy # 112, 118, 124, 130, 131 Elora, Tennessee 37328 LINCOLN		5	25	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	2950 Winchester Hwy # 119, 125, 181, 187, 193, 199 Elora, Tennessee 37328 LINCOLN		6	24	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	280 Hillsboro Dr. Unit 616 New Market, Alabama 35761 MADISON		1	5	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____

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

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	280 Hillsboro Drive, Unit 621 New Market, Alabama 35761 MADISON		1	5	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	282 Hillsboro Dr. Unit 737 New Market, Alabama 35761 MADISON		1	5	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	282 Hillsboro Dr. Unit 739 New Market, Alabama 35761 MADISON		1	4	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	282 Hillsboro Dr. Unit 740 New Market, Alabama 35761 MADISON		1	4	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	282 Hillsboro Dr. Unit 741 New Market, Alabama 35761 MADISON		1	5	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____

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

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	282 Hillsboro Dr. Unit 742 New Market, Alabama 35761 MADISON		1	5	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	282 Hillsboro Dr. Unit 744 New Market, Alabama 35761 MADISON		1	5	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	320 A Old Mountain Fork Road New Market, Alabama 35761 MADISON		1	4	☑ 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-300-23053-792409 Case Status: Full Certification Determination Date: 03/10/2023 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*) *

Loose Watercress Harvest
• Watercress is grown in a “bed” which is a growing area surrounded by low banks and with water about inches deep flowing through it.
• Worker will be issued a set of waterproof rubber boots, Kevlar mesh gloves, a plastic apron and a harvesting knife.
• Worker is responsible for keeping their knife sharp.
• Prior to entering the bed, the worker must wash and sanitize their hands for food safety reasons.
• Worker enters the bed with their knife, either a cardboard carton or a plastic harvest tote and a shallow plastic tray to keep water out of the harvest carton or tote and moves to an area of uncut watercress.
• Worker bends down and gathers a hand-full of watercress with one hand and cuts through the stems with the knife in their other hand.
• Individual stems must be between 2.0 and 4.0 inches in length unless specified differently for a special order.
• The cut watercress is then placed in the harvest carton or tote and the worker begins to cut the next handful of watercress.
• The cutter must pull any weeds and cut any watercress that was not harvested to leave uniform stubble in the bed after harvest.
• When the cutter has 30 pounds of cress, which will fill the carton or tote, they will bring the carton or tote to scale for weighing.
• The worker deposits their wooden stick, (“paint stirrer”) pre-numbered with their cutter number to identify it as having been cut by them, in a receptacle used for keeping track of the number of totes cut by each cutter.
• If the product is being loaded into a cardboard carton, then the worker must close the flaps of the carton.
• If the weight of the carton is less than 30 pounds, the cutter may be asked to return to the bed and complete the weight.
• The completed tote or carton is then loaded onto the harvest truck.
• The cutter will place an electronic probe against their employee badge at the counting station to confirm the number of cartons or totes cut by them.
• The cutter will then take another empty carton or tote and return to cut another tote.
• As harvest of an area is completed, the cutters in the cutting crew are responsible for cleaning out any remaining watercress or weeds from the edges of the bed that might interfere with the free flow of water.
• At all times, the worker is responsible for following directions from the cutting supervisor to ensure uniform, high-quality product.

b. Job Offer Information 2

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

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

Criminal background check and drug/alcohol testing: B & W Quality Growers may conduct criminal background checks and/or drug/alcohol testing at the employer's expense on all new applicants post-employment. Failure to pass criminal background check and/or drug/alcohol screening is grounds for termination.

Due to communal living arrangements where workers entitled to free housing will reside in close proximity to one another with limited residential supervision, and due to food safety considerations, the employer will conduct criminal background checks on all hired applicants in order to minimize the occurrence of crimes among residents. In relation to the food safety considerations, and the fact that the workers are utilizing a harvesting knife to cut produce in water about inches deep, the employer will conduct random drug testing post-employment and at the employers expense.

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*) *

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work; c) confirmation of full disclosure of all terms, conditions, and nature of work; d) confirmation of legal qualifications to work in the US. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

All referrals are to be made to Angie Radock or Mabelle Rodriguez at 2950 Winchester Highway, Elora, TN Telephone: 772-571-1135 mabellerodriguez@watercress.com. Collect calls will not be accepted. The schedule for workers referred from the One-Stop Center will be Monday, Wednesday and Friday from 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. Walk-in applicants will be accepted. The office hours are Monday thru Friday from 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer. All interstate applicants are encouraged but not required to first contact the Job Order holding office prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, an application may be sent to the employer or a telephone interview may be requested. The employer will contact all applicants who have submitted an application by phone to conduct an interview.

Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer and workers must have transportation to the job site.

All hired referred and walk-in applicants must bring with them original documentation of identity and employment eligibility documents (original documents only), sufficient to complete the I-9 Form within 3 days of employment. All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation.

d. Job Offer Information 4

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

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

Termination or Other Discipline: Employer may discipline and/or terminate the worker from their employment with notification to the Job Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow housing rules; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses to work in accordance with directions or otherwise demonstrates that they are unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) fails to meet the established productivity standard indicated as follows

The employer will provide a 14-day training period. At the end of the training period the worker must produce enough to earn the production standards identified in this application at the end of the subsequent payroll period.

The productivity standard for each activity is listed below:

Bunch Watercress $4.00/tote with 100 bunches to specifications (minimum 2.55 totes per hour)
$13.67 (AL) – $14.26 (TN) per hour

Loose Watercress $3.35/tote of 30 lbs. net to specifications (minimum 2.42 totes per hour)
$13.67 (AL) – $14.26 (TN) per hour

Bulk Watercress for Soup: $1.50/tote of 25 - 30 lbs. net to specifications (minimum 5.18 totes per hour)
$13.67 (AL) – $14.26 (TN) per hour

(f) falsifies identification, personnel, medical or other work-related records; (g) commits acts of violence towards another employee or third party; (h) has a record of a criminal conviction 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.

In general, with respect to Item A(b) above, “serious acts of misconduct” include but are not limited to one or more of the following: theft from the employer or other workers; fraud or falsifying work related records, intoxication during the work day; use of illegal drugs; disobeying a reasonable instruction given by the employer, supervisor or manager; abusing or threatening other employees or a supervisor or manager; spitting on another employee, using profanity or other demeaning words towards another employee; engaging in physical or verbal bullying or harassment of another employee engaging in conduct which physically harms another employee or damages the employer’s or another worker’s personal property.

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - II

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

Five unexcused absences by the worker will be considered a job-related reason for worker termination. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and continuously that are reasonable under the working conditions. Each worker must clean their work area each day and dispose of trash and discarded items in provided receptacles. The employer will report workers who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs.

Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive working days without the written consent of the employer. The employer will not be responsible for providing or paying for transportation and subsistence expenses of absconders, and such absconders will not be entitled to the guarantee.

Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice, once address verification has been provided. It is imperative that workers provide a complete and accurate permanent address to the employer no later than the first day of employment. The employer has a no rehire policy for workers who fail to complete their contract of employment. 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 also will be disqualified from future employment opportunities.

Voluntary resignations before the specified ending date listed in this application may also disqualify the employee from future employment opportunities. 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 voluntarily terminating their employment to be considered and eligible for exemption to the no rehire policy.

f. Job Offer Information 6

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

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

In the event of termination for medical reasons occurring after arrival on the job as a result of employment, or in the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

Pursuant to DOL regulations at 20 CFR 655.122(o), if, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the Certifying Officer. In the event of contract impossibility, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not available, 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 workers 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 expensed 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. Daily subsistence will be computed as set forth in subparagraph (h) of 20 CFR § 655.122. 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.

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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules - I

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

B & W Quality Growers expects all employees to adhere to the standards and expectations for conduct ("Work Rules") which it believes are necessary for the company's safe and efficient operations.

The Work Rules listed below, and others that may be established from time to time, are not all-inclusive. These standards are only examples of the types of prohibited conduct for which employees may be disciplined or terminated. They are published to provide a general understanding of what your employer considers to be unacceptable conduct. The employer may impose disciplinary action in those instances where management decides such action is appropriate up to and including termination of employment for cause.

1. Failure to perform work assigned by a supervisor or manager, consistent with the terms of your contract.

2. Falsification of company records or documents, or 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 farm property, tools and/or equipment, including the personal property of others.

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules - II

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

5. Taking part in any conduct which may endanger health or safety of fellow employees or bring discredit to employer, its supervisors or managers.

6. Improper or illegal use of alcoholic beverages, illegal drugs, controlled substances, or prescribed medications.

7. Failure or refusal to cooperate in a company investigation.

8. Improper behavior in performing your 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 to help safeguard the health and safety of its employees.

10. Tolerating, participating in, or initiating an event or act that is reasonably considered to be threatening verbal or written behavior or workplace violence. This type of prohibited conduct may include engaging in verbal or harassing conduct or behavior towards a co-worker.

11. Engaging in verbal or prohibited acts of prohibited employment discrimination or retaliation against another employee.

12. Possessing cell phones inside work areas such as the fields, groves, orchards and/or packing facility. Cell phones must be left during working hours in the bus, van or at the housing facilities.

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 - Housing Rules - I

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

General:
1.Keep house Clean
2.Sweep all floors daily
3.Mop all floors weekly
4.Do not leave trash in yard
5.DO NOT DAMAGE HOUSE
6.No loud music or parties after dark
7.Do NOT leave A/C on during theday
8.Do not cover/remove smoke alarms
9.Do not remove heaters/fire extinguishers from home
10.Do not use extension cords
11.Do not remove/tear screen on doors/windows
12.No fighting or weapons will be allowed
13.No alterations to units are allowed
14.No consumption of alcohol or illegal substances are permitted

Bathroom:
1.Flush toilet paper after every use
2.Place toilet paper, after use, in toilet before flushing. Don?t put in waste basket.
3.When dirty, clean off surfaces: top of toilet bowl, sink and shower
4.Take out waste basket when full

Bedroom:
1.Make your bed
2.Do not take beds apart or move beds
3.No guest allowed staying overnight
4.Keep personal belongings in own space
5.No food is allowed to be stored in bedrooms

j. Job Offer Information 10

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

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

This housing is being offered to you by your employer as an extra benefit from this company. You have to be employed by this company to be permitted to live in the housing provided. Nonemployees are not allowed to stay at the worker housing. The tenancy is from week to week. In the event that your employment ceases, workers will have reasonable time to find alternative housing.

Your housing unit can be and will be inspected by a company representative weekly or monthly by the Department of Health. These inspections are to help assure that all housing units are maintained in healthy and neat conditions.

**IMPORTANT
You are responsible for ALL damages done to your housing unit during your stay. Any damages that are not caused by normal wear and tear will be deducted from your pay. Continuous violations of the housing rules can result in your termination of employment as well as your right to live at the housing provided by the company.

NOTE: The Company makes a big effort in finding good and secure housing for everyone’s convenience. It is important that you avoid leaving valuable items as well as money in the housing units when you leave. The company will be not responsible for any stolen items from the housing units.

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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

Bunch Watercress Harvest
• Watercress is grown in a “bed” which is a growing area surrounded by low banks and with water about inches deep flowing through it.
• Worker will be issued a set of waterproof rubber boots, kevlar mesh gloves, a plastic apron, wire rubber band holders and a harvesting knife.
• Worker is responsible for keeping their knife sharp. and for preparing as many sets of exactly 100 rubber bands as they will need to complete their day’s work.
• Rubber bands are prepared by counting out exactly 100 bands and placing two sets on each wire holder, which will be slipped to the worker’s belt.
• Prior to entering the bed, the worker must wash and sanitize their hands for food safety reasons.
• Worker enters the bed with their knife, a harvest tote and a shallow plastic tray to keep water out of the harvest tote and moves to an area of uncut watercress.
• The worker must avoid harvesting poor quality product, such as areas of yellowing leaves, diseased plants, weeds, insects or snails.
• Worker bends down and gathers a bunch of watercress with one hand and cuts through the stems with the knife in their other hand.
• Bunches must be uniform in size, and the bundled stems must measure 2 to 2.5 inches in diameter.
• Worker then places one rubber band from the holder over the bunch from the top and secures it around the stems of the bunch just below the leaves.
• Worker then checks to be sure that the bunch is even and trims the bottoms of the stems with a single sharp cut to leave a uniform bunch with a straight 90 cut across the bottom and a bunch length of between 6.0 and 7.0 inches in length.
• The finished bunch is placed in the harvest tote and the worker begins to cut the next bunch.
• The cutter must pull any weeds and cut any watercress that was not harvested to leave uniform stubble in the bed after harvest.
• When the cutter has completed 100 bunches, which they will count as they cut and confirms by using exactly the 100 rubber bands placed on the holder, they will bring the tote to the harvest truck on the bank of the bed.
• The worker places a wooden stick (“point stirrer”) pre-numbered with their cutter number in the tote to identify it as having been cut by them.
• The cutter places the tote in the back of the truck and covers the tote with a piece of wet burlap to avoid dehydration.
• The cutter will place an electronic probe against their employee badge at the counting station to confirm the number of totes cut by them.
• The cutter will then take another empty tote and another full rubber band holder and return to cut another tote.
• As harvest of an area is completed, the cutters in the cutting crew are responsible for cleaning out any remaining watercress or weeds from the edges of the bed that might interfere with the free flow of water.
• At all times, the worker is responsible for following directions from the cutting supervisor to ensure uniform, high-quality product.

l. Job Offer Information 12

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

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

Bulk Watercress for Soup
• Worker will be issued a set of waterproof rubber boots, Kevlar mesh gloves, a plastic apron and a harvesting knife.
• Prior to entering the bed, the worker must wash and sanitize their hands for food safety reasons.
• Worker enters the bed with their knife, either a cardboard carton or a plastic harvest tote and a shallow plastic tray to keep water out of the harvest carton or tote and moves to an area of uncut watercress.
• The worker must avoid harvesting poor quality product, such as areas of yellowing leaves, diseased plants, weeds, insects or snails.
• Worker bends down and gathers a hand-full of watercress with one hand and cuts through the stems with the knife in their other hand.
• Individual stems can be up to 8 or 9 inches in length
• The cut watercress is then placed in the harvest carton or tote and the worker begins to cut the next handful of watercress.
• The cutter must pull any weeds and cut any watercress that was not harvested to leave uniform stubble in the bed after harvest.
• When the cutter has 25 pounds of cress, which will fill the carton or tote, they will bring the carton or tote to scale for weighing.
• Switch Packer leads the group to move from station to station.
• Packer packs 24’s in 8 rows of 3 bunches and pack 12’s in 3 rows of 4 bunches according to procedures.
• Once full, the Packer rakes the stems clean of leaves.
• Carefully place the box on the conveyor.
• Helps setting up boxes on the conveyor.
• Sweeps the floor as needed.
• Discharge bad bunches on the bad bunches tub.
• Picks up and dispose any boxes packaging straps.

Packing Sleeves
• Packers sleeve bunches one by one then they pack these into carton boxes.
• These are packed 12 bunches per box.
• Packer discard bunches with low quality
• Keeps the area clean and free of debris

Icing the Boxes
• Before starting to pack the Employee has to pull out ice closer to the conveyors.
• Employee puts an equal and uniform amount of ice on each box up to the upper edge of the box.
• Keeps ice close to the conveyors during the slow times.
• Ices two dozens at a time.
• Makes sure that boxes do not fall from the conveyor and that the line is running.

Stacking the boxes

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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

Storing the pallets
• Using the forklift, moves the pallets to the stretch wrap machine.
• Once it is wrapped, Employee takes the pallet into the cooler.
• Help stacking when the line is slow.
• Follow all supervisors' instructions.

Packing House Labor-Watercress/Land Crops
•Watercress and Land Crop products are transported to the packing house on trucks. The product is unloaded, packed, and stored in the cooler by the packing house employees. Prior to work, all Packing House employees must wash and sanitize their hands for food safety reasons. Proper protective gear must be put on, hair net, beard net, gloves, sleeves and white smocks. All according to company GMPs.

Packing House Night Labor
•Responsible for cleaning up product after production.
•Sweeping debris from floors.
•Washing conveyor belts and machines.

Packinghouse Night Lead
•Responsible for monitoring employees punching in/out.
•Assigning duties to workers, such as daily station cleaning assignments.
•Ensures and reviews quality of work.
•Communicates with Plant Manager regarding schedule or quality of work with employees.
•Enforces safety and quality measures during the cleaning process.

Dumpers
• Once dumper has product, dumper has to check produce quality and report to the manager if there is any problems.
• Dumper removes totes from pallets or truck, placed on dumping platform, dumps according to timed dumping speed measured by dumping light.
• The dumper dumps the product down the shaker which will feed into the sorter.
• The dumper must maintain sufficient product flow to keep production flowing.

Graders
• Once product has passed through sorter, graders inspect product on conveyor belt.
• Grader removes foreign material or product that does not meet B & W standards.
• Grader inspects the product prior to entering wash tanks and cooling tunnel.

n. Job Offer Information 14

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

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

Stackers
• Stackers then stack each box in the applicable manner on the pallet that will then be shrink wrapped and loaded into the cooler.
• Stacker must stack 130 cases on each pallet.
• Stacker is responsible for tagging pallets and timing start and finish time of each pallet.
• Stacker wraps pallets with shrink-wrap and loads into cooler.

General Packing House Labor
• Workers are responsible for following the recommendations of supervisors in performing these tasks.
• Workers may be asked to operate pallet jackets to move product.
• Workers will be responsible to maintain their work area clean and free of debris.
• Workers may need to sweep floors and clean work areas as needed.
• Dispose of boxes or packaging straps.
• At the end of operation, workers help clean the packing house according to the established procedures.

General Farm Labor
•Hourly work may include different tasks of general farm labor such as: leveling beds, pulling weeds, cleaning ditches, planting, managing algae control in field and lab area, managing harvest totes during machine harvesting of watercress, arugulas, spinach tendrils and other leafy greens, scouting for insects, tractor spraying, general farm equipment repairs, repairing pvc irrigation lines, solid fertilization, regulating water, assuming harvest boxes, machine harvesting and washing harvest totes, tractor bedding, burning, mowing, scratching, loading/unloading plants, driving trucks with harvested produce or totes from the field to the pack house.
• Instructions in proper procedures for each of these jobs will be provided in training.
• Workers are responsible for following the recommendations of supervisors in performing these tasks.
• Volunteer workers may have the opportunity to assist in driving duties to include transporting workers from housing locations to/from work and to/from the grocery store, laundromat, and banking facility. Drivers may have the opportunity to work additional hours per week that exceed 20% of offered hours.

Research Labor: Research Labor consists of al previously listed production, harvest, and clean-up tasks performed in research plots.

Packinghouse Leader
• Assign duties to the packinghouse workers, such as daily stations and hours of work. Ensures and reviews the quality of the product. Communicates with Farm Manager regarding daily harvesting schedule and quality of product harvested in the field. Uses times keeping system to ensure employees are punching in and out. Documents daily production in packinghouse. Enforces safety and quality measure in the packinghouse.

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

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

Field Leader
• Assigns duties such as cultivation, irrigation, or harvesting of the crops to field workers. Trains workers on techniques such as planting, harvesting, and weeding. Operates farm machinery for cultivation, harvesting, or storing crops. Communicates with the Farm Manager regarding daily harvesting. Transports workers from the field to the field. Uses probe timekeeping system to ensure employees punch in and out. Documents data on ifoods software using ipad. Enforces safety measures on-site.

Equipment and tools
The following items will be provided to the employee as necessary to do work assigned. There will be no charge for items given to the employee the first time. Any worn out or damaged items must be returned to the farm manager and they will be replaced at no charge to the employee (all replacements are limited).

• Smocks
• Badge
• Knee boots
• Hip boots
• Rubber gloves
• Sleeves
• Hair/beard nets
Any items lost or abused will be charged to the employee at the actual purchase cost to the company. Any items charged to the employee will be deducted from employee's paycheck.

Job Location
The workers will work at a field that owned and controlled by B & W Quality Growers, LLC. It is estimated that 10% of the time will be spent packing, 10% growing and 80% harvesting the products.

p. Job Offer Information 16

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

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

Eight (8) hours per day, Monday through Friday, is normal. However, the worker may be requested but not required to work additional hours per day and the Sabbath and/or federal holidays and Sunday depending upon the conditions of the crop, weather, maturity of the crop and market conditions. All workers will be required to take a one-half hour lunch period in order to rest and eat their noon meal.

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

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

The employer will provide and pay for a charter bus service from the consulate city to the place of employment for more than 10 workers. Groups of less than 10 will select and pay for their own travel arrangements ("Inbound Travel"). Workers will also select and pay for their own travel arrangements from the place of employment back to the place from which the worker departed, or to the worker's next contracted job opportunity ("Outbound Travel").

Workers will be reimbursed for Inbound Travel and related daily subsistence expenses in their first paycheck. Outbound Travel and related daily subsistence expenses will be provided to the worker in their final paycheck, except if those expenses will be paid by a subsequent employer as described in 20 CFR § 655.122(h)(2). Reimbursements will be no less than the most economical and reasonable common carrier transportation charges for the distances involved.

r. Job Offer Information 18

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - More Details about the Pay:

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

**The employer will provide a 14 day training period. At the end of the training period the worker must produce enough to earn the production standards identified in this application at the end of the subsequent payroll period.

Alabama $13.67 per hour
Tennessee $14.26 Per hour

*Please note that if the worker is paid a piece rate for any of these activities, the workers will be guaranteed the pay rate that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment.

Most of the jobs associated with this employment are paid by the piece rate, however, $13.67 (AL) - $14.26 (TN) per hour or a higher prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the workers total pay for the pay period from piece-rate earnings and hourly wages divided by their total hours worked during that pay period results in average hourly earnings of less than the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate. Employees working under the piece rate system will be required to average no less than productivity standard indicated above after the 2-week training and acclimation period.

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.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 to place of employment, and weekly transportation to a banking facility, and grocery store utilizing eight (8) fixed-site employer-owned 15-passenger vans. Each workday, workers are picked up from assigned company housing in the morning and brought to the worksite. Workers are returned to assigned company housing from the worksite at the end of the workday. All transportation is at no cost to the worker and is available to all workers, including those who do not reside at employer-provided housing.

t. Job Offer Information 20

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

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

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