*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 * HARVESTING AGRICULTURE WORKER

| 2. Workers Needed * | a. Total | b. H-2A Workers | Period of Intended Employment | |
|---|---|---|---|---|
| | 2 | 2 | 3. First Date * 5/1/2023 | 4. Last Date * 12/10/2023 |

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)* *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 35 | **a. Total Hours** | 5 | c. Monday | 5 | e. Wednesday | 5 | g. Friday |
| 5 | b. Sunday | 5 | d. Tuesday | 5 | f. Thursday | 5 | h. Saturday |

7. Hourly Work Schedule *
a. 7 : 30 ☑ AM ☐ PM
b. 7 : 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 § |
|---|---|---|---|
| $ 17.17 | ☑ HOUR ☐ MONTH | $ ____.__ | |

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * ☑ Yes ☐ N/A

10. Frequency of Pay: * ☐ Weekly ☑ Biweekly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
*(Please begin response on this form and use Addendum C if additional space is needed.)*
See Addendum C



H-2A Case Number: H-300-23055-802166 Case Status: Full Certification Determination Date: 04/05/2023 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. * 0

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 80 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 *
7313 W US HWY 150

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| FREDRICKSBURG | Indiana | 47120 | Washington |

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

NONE

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

## D. Housing Information

1. Housing Address/Location *
826 E HWY 150

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| HARDINGSBURG | Indiana | 47125 | Washington |

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

7. Total Units * 1

8. Total Occupancy * 50

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)* *

Stumler Farms assures Chicago NPC that the permit is current and should be posted as such SWA. Stumler Farms assures Chicago NPC that any permits set to expire will be renew in a timely manner.

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

**E. Provision of Meals**

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

The housing site has sufficient kitchen amenities for 50 workers. One stove for every tenth person, one refrigerator for every tenth
person, one sink for every tenth person. Employer will provide transportation once per week to the workers to go to the store and purchase food to prepare at no cost to the employee.

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

Stumler Farms will transport the workers to and from work daily and to and from laundromats and shopping stores at least once a week. A 2000 Ford passenger van (VIN ending: 41373) and a 1991 Chevy truck (VIN ending: 04183) will be used to transport workers. This transportation will be provided at no cost to the employee.

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.)*

Stumler Farms will all provide workers with chartered buses to transport them to the place of employment from the place from which the worker has come to work for the employer (inbound) and from the place of employment to the place from which the worker departed (outbound) at no charge to them. Any reasonable daily subsistence cost incurred during travels will reimbursed to the to the worker at $15.46 per day at least.

| | | | |
|---|---|---|---|
| 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 | $ 14 . 00 | 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.)*

Candidate interested in this job opportunity should contact their nearest local CareerSource or state workforce office. Candidates should be fully apprised by the local service center of the terms, conditions and nature of the employment prior to referral and be given a copy of the ETA 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability and legality to work in the US may fax qualified referrals to vgomezllcs@gmail.com or call 863-517-4423 and speak with Vanessa Gomez to set up an interview. Completing an application is part of the interview process and will forwarded to applicant when contacted. Only workers legally entitled to work in the United States and who posses original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when
they arrive at the place of employment. Provided that workers complete section 1 of Form I-9, workers will have three business day to produce the required documentation to complete section 3 of Form I-9, as provided in the Act. Workers failing to provide this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

| 2. Telephone Number to Apply * | 3. Extension § | 4. Email Address to Apply * |
|---|---|---|
| +1 (863) 517-4423 | N/A | vgomezllcs@gmail.cm |

5. Website Address (URL) to Apply *
N/A

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

| | |
|---|---|
| 1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? * | ☑ Yes ☐ No |

## I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   *Request for Conditional Access to Intrastate or Interstate Clearance System*: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound*)

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   *B. Transportation from Place of Employment (Outbound)*

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

   If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

   The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

   *C. Daily Transportation*

   Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

   *D. Compliance with Transportation Standards*

   Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

   The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

   If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

*Important Note*: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

    For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

    If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable

to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

    A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (*e.g.*, email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

    If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

    B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

    C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).

    D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).

    E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

    F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.*

| 1. Last (family) name * | 2. First (given) name * | 3. Middle initial § |
|---|---|---|
| Stumler | Dean | |
| 4. Title * | | |
| Farmer | | |

| 5. Signature (or digital signature) * | 6. Date signed * |
|---|---|
| Digital Signature Verified and Retained By Certifying Officer | 3/1/2023 |

**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 |
|---|---|---|---|---|
| FL | HARVEST PRODUCE/PRODUCT | $ 17 . 17 | Hour | or $8.00 per bin divided by crew |
| FL | PLANTING PRODUCT | $ 17 . 17 | Hour | |
| FL | FIELD MAINTENACE | $ 17 . 17 | Hour | |
| FL | HARVESTING PRODUCT/PRODUCE | $ 17 . 17 | Hour | or $8.00 per bin divided by crew |
| AL | FORKLIFT DRIVER | $ 17 . 17 | Hour | |
| FL | PACKING PRODUCT/PRODUCE | $ 17 . 17 | Hour | or $8.00 per bin divided by crew |
| | | $ . | | |
| | | $ . | | |
| | | $ . | | |
| | | $ . | | |

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

## 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*) *

Planting: The worker, in order to perform this kind of work, must be able to work outside for at many hours a day in all kinds of weather and be in possession of the requisite physical strength and endurance to repeat the planting and picking process rapidly, the employer will provide the tools necessary to perform the described job duties without charge to the worker. To harvest watermelon , the worker will walk down the field rows where the product will be harvested. The worker will first cut the vine off the watermelon with a knife tool and place the product on to the bus . The worker will bend over harvesting the ripe watermelon which can vary in weight from 20lbs to 80lbs from the ground and tossing the watermelon to the worker next to him and this worker will toss the watermelon to the next worker and so on, until the watermelon is then tossed the person inside the bus who will place the watermelon on the floor, loaded buses will be transported by farm field driver to the packing location on the farm. Packing: When the bus is full, it will be taken to the packing house where the workers will unload the product, put it in a convener belt that will transport the product into the packing house where it will be separated by size, labeled and packed by workers. Driver will move/drive in field buses. Driver will drive harvesting (cut downs) buses through the field roads only, drivers will not be allowed to drive on public roads. Drivers will drive the length of the field as many time as needed to fill buses with product. Drivers will move at a slow pace a the field workers will be hand loading the harvesting bus being driven. Drivers will then park full buses at the entrance/exit of the field and retrieve an empty to bus to repeat the process of filling a harvesting bus. The anticipated range of scheduled work hours will be from 7:30am to 7:30pm, workers will be offered at least 5, but not more than 12 hours of work during the anticipated range. The anticipated range is set and based on the forecasted weather conditions and product orders and could change daily. Workers will be notified one day prior to reporting for daily tasks of the next day's work schedule.

*b. Job Offer Information 2*

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

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

The employer will make the following deductions form the worker's wages: FICA, Medicare and income taxes as required by law; cash advances and repayment of loans; repayment of over-payment of wages to the worker; long distance telephone charges; recovery of any loss to the employer due to the work's damage beyond normal wear and tear, or loss of equipment or housing items where it shown that the worker is responsible. No deduction not required by law will be made that brings the worker's hourly earnings below the higher of the federal minimum wage and State minimum wage.

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

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

*c. Job Offer Information 3*

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

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

This type of work, involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. The work requires a high level of physical conditioning. Due to the type of work involved, if worker can not maintain the level of production set forth by the farmer, the worker will have to be terminated for being unable to complete the work as deemed in this order.

*d. Job Offer Information 4*

| 1. Section/Item Number * | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions - Instrucciones de referencia y contratacin - Espaol |
|---|---|---|---|

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

El candidato interesado en esta oportunidad laboral debe comunicarse con su CareerSource local ms cercano o con la oficina de fuerza laboral estatal. Candidatos debe ser completamente informado por el centro de servicio local de los trminos, condiciones y naturaleza del empleo antes de la remisin y ser entregar copia del DITE 790 y sus correspondientes anexos. Agentes de SWA que han seleccionado candidatos durante toda la temporada disponibilidad y legalidad para trabajar en los EE. UU. puede enviar por fax referencias calificadas a vgomezllcs@gmail.com o llamar al 863-517-4423 y hablar con Vanessa Gomez para programar una entrevista. Completar una solicitud es parte del proceso de la entrevista y se enviar al solicitante cuando se le contacte. Solo los trabajadores legalmente autorizados para trabajar en los Estados Unidos y que posean documentos de elegibilidad de empleo e identidad originales suficientes para completar el Formulario I-9 del INS, segn lo exige la Ley de Inmigracin y Nacionalidad, podrn completar el proceso de contratacin. Se debe informar a los trabajadores referidos en contra de esta orden que deben tener estos documentos en su poder cuando
llegan al lugar de trabajo. Siempre que los trabajadores completen la seccin 1 del Formulario I-9, los trabajadores tendrn tres
da para producir la documentacin requerida para completar la seccin 3 del Formulario I-9, segn lo dispuesto en la Ley. Trabajadores que no brindan
esta documentacin no se permitir ir a trabajar en el cuarto da hbil de empleo, o cualquier da subsiguiente hasta que el
se aporta la documentacin, segn lo dispuesto en la Ley.

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

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

*e. Job Offer Information 5*

| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Transporte entrante y saliente - Espaol |
|---|---|---|---|

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

Stumler Farms proporcionar a los trabajadores autobuses fletados para transportarlos al lugar de trabajo desde el lugar de donde el trabajador ha venido a trabajar para el empleador (regreso) y desde el lugar de trabajo al lugar de donde parti el trabajador. (salida) sin cargo para ellos. Cualquier costo de subsistencia diario razonable incurrido durante los viajes se reembolsar al trabajador a $ 15.46 por da como mnimo.

*f. Job Offer Information 6*

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

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

Stumler Farms transportar a los trabajadores hacia y desde el trabajo todos los das y hacia y desde las lavanderas y tiendas de compras al menos una vez a la semana. Se utilizar una camioneta de pasajeros Ford 2000 (terminacin VIN: 41373) para transportar a los trabajadores. Este transporte se proporcionar sin costo alguno para el
empleado.

**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 * | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - Provisin de comidas - Espaol |
|---|---|---|---|

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

El sitio de vivienda tiene suficientes comodidades de cocina para 50 trabajadores. Una estufa por cada dcima persona, un refrigerador por cada dcima
persona, un lavabo por cada dcima persona. El empleador proporcionar transporte una vez por semana a los trabajadores para ir a la tienda y comprar alimentos para preparar sin costo alguno para el empleado.

*h. Job Offer Information 8*

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

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

Este tipo de trabajo implica condiciones de trabajo que requieren una gran resistencia, un alto nivel de actividad fsica en condiciones de fro o extremas. condiciones de calor bajo la luz directa del sol y en condiciones climticas adversas como la lluvia. El trabajo requiere un alto nivel de acondicionamiento fsico. Debido a el tipo de trabajo involucrado, si el trabajador no puede mantener el nivel de produccin establecido por el agricultor, el trabajador
tendr que ser rescindido por no poder completar el trabajo como se considera en esta orden.

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

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

El empleador har las siguientes deducciones del salario del trabajador: FICA, Medicare e impuestos sobre la renta segn lo exige la ley; dinero anticipos y reembolso de prstamos;
evolucin del pago en exceso del salario al trabajador; cargos telefnicos de larga distancia; recuperacin de cualquier prdida para el empleador debido a daos en el trabajo ms all del uso y desgaste normal, o prdida de equipo o artculos de vivienda donde demuestra que el trabajador es responsable. No se realizar ninguna deduccin no exigida por la ley que reduzca los ingresos por hora del trabajador por debajo el ms alto entre el salario mnimo federal y el salario mnimo estatal.

*j. Job Offer Information 10*

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

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

Siembra: El trabajador, para realizar este tipo de trabajo, debe poder trabajar al aire libre durante al menos 6 horas al da en todo tipo de clima y estar en posesin de la fuerza fsica y resistencia necesarias para repetir el proceso de siembra y recoleccin. rpidamente, el empleador proporcionar las herramientas necesarias para realizar las funciones de trabajo descritas sin cargo para el trabajador. Para cosechar la sanda, el trabajador caminar por las hileras del campo donde se cosechar el producto. El trabajador primero cortar la vid de la sanda con una herramienta de cuchillo y colocar el producto en el autobs. El trabajador se agachar para cosechar la sanda madura, que puede variar en peso de 20 libras a 80 libras desde el suelo y arrojar la sanda al trabajador que est a su lado y este trabajador arrojar la sanda al prximo trabajador y as sucesivamente, hasta que la sanda sea luego arroj a la persona dentro del autobs que colocar la sanda en el piso, los autobuses cargados sern transportados por el conductor del campo de la granja al lugar de empaque en la granja. Empaque: Cuando el bus est lleno, ser llevado a la empacadora donde los trabajadores descargarn el producto, lo colocarn en una cinta transportadora que transportar el producto a la empacadora donde ser separado por tamao, etiquetado y empacado. por los trabajadores El conductor se mover/conducir en autobuses de campo. El conductor conducir los autobuses de cosecha (recortes) solo a travs de los caminos del campo, los conductores no podrn conducir en los caminos pblicos. Los conductores conducirn
la longitud del campo tantas veces como sea necesario para llenar los buses con producto. Los conductores se movern a un ritmo lento y los trabajadores del campo cargarn a mano el autobs de cosecha que conducen. Luego, los conductores estacionarn los autobuses llenos en la entrada/salida del campo y recuperarn un autobs vaco para repetir el proceso de llenar un autobs de cosecha. El rango anticipado de horas de trabajo programadas ser de 7:30 a. m. a 7:30 p. m., a los trabajadores se les ofrecern al menos 5, pero no ms de 12 horas de trabajo durante el rango anticipado. El rango anticipado se establece y se basa en las condiciones climticas pronosticadas y los pedidos de productos y podra cambiar diariamente. Los trabajadores sern notificados un da antes de presentarse para las tareas diarias del horario de trabajo del da siguiente.

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