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 * Tobacco Planter

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	7	7	3. First Date * 4/25/2023	4. Last Date * 11/30/2023

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**	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday

7. Hourly Work Schedule *
a. 8 : 00 ☑ AM ☐ PM
b. 3 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 13 . 67	☑ 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.)

Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law.

H-2A Case Number: H-300-23055-802605 Case Status: Full Certification Determination Date: 04/04/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. * 3

3. Training: number of months required. * 0

4. Basic Job Requirements (check all that apply) §

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☑ d. Drug screen
☑ e. Lifting requirement 75 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. Repetitive movements

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

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

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

See Addendum C

C. Place of Employment Information

1. Place of Employment Address/Location *
3163 Nine Run Rd

2. City *	3. State *	4. Postal Code *	5. County *
Screven	Georgia	31560	Wayne

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 *
3795 Nine Run Rd

2. City *	3. State *	4. Postal Code *	5. County *
Screven	Georgia	31560	Wayne

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

7. Total Units * 1

8. Total Occupancy * 14

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)* *

Only 7 of 14 available beds will be used on this application.
Family housing is not available. Housing is not available to non-workers.
Solo 7 de las 14 camas disponibles se utilizarán en esta aplicación. La vivienda familiar no está disponible. La vivienda no está disponible para los no trabajadores.

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

E. Provision of Meals

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

Employer does not provide meals. Employer-provided housing includes free and convenient cooking and kitchen facilities with appropriate equipment, appliances, cooking accessories, and dish washing facilities for meal preparation. Dining, kitchen/cooking facilities and other common areas shared by all workers. For workers residing in employer-provided housing, employer will provide free transportation once per week to/from closest town or city for personal errands (e.g., Purchase groceries, banking services, shopping). In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g) In such circumstances, employer will not charge for such 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.)

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.)

Employer will interview individuals referred through the local holding office (see below). The referring SWA is responsible for informing applicants of all terms and conditions of employment. After coordinating the referral with the order holding office, the referring SWA should contact the employer's the employer directly to provide notice of the referral. When possible and if necessary, the SWA should furnish translator services. Employer will communicate the hiring decision directly to the applicant at the phone number, address, or email address applicant provides. Employer advises all applicants to maintain communication with the referring SWA office: GA Career Center 2517 Tara Lane Brunswick, GA 31520-2758 In accordance with 20 CFR 653.501(c)(3)(i), employer guarantees to offer U.S. applicants and referrals the number of hours of work specified above for the week beginning with the H-2A contract start date indicated. Hired applicants must contact the SWA or order holding office to verify the start date of need no earlier than nine (9) working days, and no later than five (5) working days, prior to the start date of need specified in the job order. Failure to contact such office in accordance with this requirement shall disqualify the applicant from this assurance.
To be eligible for employment, applicants must:
1.Be able, willing, and available to perform the specified job duties for the duration of the contract period.
2.Have been apprised of all material terms and conditions of employment;
3.Agree to abide by all material terms and conditions of employment;
4.Be legally authorized to work in the United States; AND
5.Satisfy all minimum job requirement

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (912) 579-6647	N/A	fmrburch@hotmail.com

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

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   B. Transportation from Place of Employment (Outbound)

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

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

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

   C. Daily Transportation

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

   D. Compliance with Transportation Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Burch-Meeks	Joy	
4. Title *		
Grower		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	3/14/2023

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 §
Burch Farms LP	3616 Nine Run Road Screven, Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.51360912788094, -82.0646818842273 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.536955024219207, -82.02174210990906 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.530392359244612, -82.06626312687114 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.526021013082453, -82.06144587964482 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.50188213056962, -82.04967728839976 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.51896838337344, -82.05179086918443 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.516670943833585, -82.01987529249494 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.51969133926811, -82.06642014796091 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.508422915775885, -82.06466042656386 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7

D. Additional Housing Information

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Burch Farms LP	31.542139, -82.069750 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.526176, -82.066049 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.528222, -82.024111 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7
Burch Farms LP	31.51246536524271, -82.06036320922222 Georgia 31560 WAYNE		4/25/2023	11/30/2023	7

D. Additional Housing Information

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Workers will be working in planting of the following crops; Tobacco, Cotton, peanuts, pecans. Work may include but not limited to perform any combination of tasks related to the planting, cultivating, harvesting and curing of tobacco. Preparing soil, planting, pruning, weeding, and thinning. Harvest tobacco, stripping the stalk of all leaves. Wraps and ties tobacco plants. Loads and unloads harvested leaves onto truck or wagons. Pick up any loose leaves into crates and lift and load crates into assigned tobacco barn to be cured. After tobacco has cured, pull crates and pack cured tobacco into bales. Pick up any loose leaves that have fallen on the ground during the packing process. Load cured tobacco bales onto the truck. Grade, Sort, or classify agricultural products by size, weight, color, and condition. Workers will manually plant, hoe, weed, irrigate, clean spray, load/unload grain bins & trucks. Workers will till soil & apply fertilizers, transplant, weed, thin, prune, cultivate, harvest field crops; apply pesticides; clean, pack & load harvested products. Conduct post-harvest clean-up. Workers may construct trellises, repair fences, farm bldgs., and other farm related activities. Perform daily maintenance and service on farm equipment and machines. Use hand tools, such as shovels, trowels, hoes, tampers, prune hooks, shears, knives. Operate farm equip as determined by employer/supervisor if applicable. Workers may lift and carry up to 75 lbs. Work may be conducted in inclement weather conditions including extremely hot, humid, cold, and/or rainy weather. Employer provides 2 days training starting with first day of employment to new workers. Workers must adhere to all safety rules as instructed by the supervisor. Workers must take care to handle tools, equipment and crops in a manner to avoid injury or damage. The employer will comply with all federal, state, and local safety requirements. Operational specifications can change during the season due to crop or market conditions. Workers will be expected to conform to the specific instructions given for each day's work. Instructions and general supervision will be provided by the employer or a designated employee.

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*) *

The employer will only conduct a drug test only if the worker (employee) is in a work-related accident. The drug testing will be at the employers expense. If the worker fails the drug test or refuses the drug testing, this will be probable cause for termination of employment.

El empleador solo realizar una prueba de drogas solo si el trabajador (empleado) est en un accidente relacionado con el trabajo. Las pruebas de drogas sern a expensas del empleador. Si el trabajador no pasa la prueba de drogas o se niega a la prueba de drogas, esta ser una causa probable para la terminacin del empleo.

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

Employer will provide, without charge to workers incidental, transportation between worksites, and for workers residing in employer provided housing, employer will also provide daily transportation to and from the worksite in a Ford 2007 Econoline E-350 Van. The vehicle(s), provided by the fixed site employer, will adequately accommodate all workers who reside in employer based housing. All transportation shall be in accordance with applicable local, state, and federal laws and regulations.

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 contratacion

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

El empleador entrevistar a las personas referidas a travs de la oficina de retencin local (ver ms abajo). La SWA de referencia es responsable de informar a los solicitantes de todos los trminos y condiciones de empleo. Despus de coordinar la derivacin con la oficina que mantiene la orden, el SWA que realiza la derivacin debe comunicarse directamente con el empleador del empleador para notificar la derivacin. Cuando sea posible y si es necesario, la SWA debe proporcionar servicios de traduccin. El empleador comunicar la decisin de contratacin directamente al solicitante al nmero de telfono, direccin o direccin de correo electrnico que proporcione el solicitante. El empleador aconseja a todos los solicitantes que se mantengan en comunicacin con la oficina de SWA que los remiti: GA Career Center 2517 Tara Lane Brunswick, GA 31520-2758 De acuerdo con 20 CFR 653.501(c)(3)(i), el empleador garantiza ofrecer a los solicitantes y referencias de los EE. nmero de horas de trabajo especificado anteriormente para la semana que comienza con la fecha de inicio del contrato H-2A indicada. Los solicitantes contratados deben comunicarse con la SWA o con la oficina de mantenimiento de pedidos para verificar la fecha de inicio de la necesidad no antes de los nueve (9) das hbiles ni despus de los cinco (5) das hbiles antes de la fecha de inicio de la necesidad especificada en la orden de trabajo. . El no comunicarse con dicha oficina de acuerdo con este requisito descalificar al solicitante de esta garanta.
Para ser elegible para el empleo, los solicitantes deben:
1. Ser capaz, dispuesto y disponible para realizar las tareas laborales especificadas durante el perodo del contrato.
2.Haber sido informado de todos los trminos y condiciones materiales de empleo;
3. Aceptar cumplir con todos los trminos y condiciones materiales de empleo;
4. Estar legalmente autorizado para trabajar en los Estados Unidos; Y
5. Satisfacer todos los requisitos mnimos de trabajo

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

El empleador proporcionar, sin cargo a los trabajadores incidentales, transporte entre los lugares de trabajo, y para los trabajadores que residen en viviendas proporcionadas por el empleador, el empleador tambin proporcionar transporte diario hacia y desde el lugar de trabajo en una camioneta Ford Econoline E-350 2007. El(los) vehculo(s), proporcionado por el empleador del sitio fijo, acomodar adecuadamente a todos los trabajadores que residen en viviendas basadas en el empleador. Todo el transporte se realizar de acuerdo con las leyes y regulaciones locales, estatales y federales aplicables.

f. Job Offer Information 6

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

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

Transportation will comply with all safety, licensure, and insurance requirements, at a minimum, the vehicle insurance as required under 29 U.S.C. 1841, 29 CFR 500.104 or 500.105, and 29 CFR 500.120 through 500.128. Use of employer-provided transportation is voluntary. Properly licensed workers may drive themselves and other workers within compliance of regulations and with compensation. Daily transportation to/from the worksite not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing responsible for own daily transportation.

El transporte cumplir con todos los requisitos de seguridad, licencia y seguro, como mnimo, el seguro del vehculo segn sea necesario. bajo 29 U.S.C. 1841, 29 CFR 500.104 o 500.105, y 29 CFR 500.120 a 500.128. El uso del transporte proporcionado por el empleador es voluntario. Los trabajadores con licencia adecuada pueden conducir a s mismos y a otros trabajadores dentro del cumplimiento de las regulaciones y con compensacin. El transporte diario hacia/desde el lugar de trabajo no est disponible para los trabajadores que no residen en viviendas proporcionadas por el empleador. Los trabajadores locales y los trabajadores que rechazan la vivienda proporcionada por el empleador son responsables del transporte diario propio.

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 *	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*) *

Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment. In compliance with the applicable regulation found at 20 CFR 655.121(h)(2), for U.S. workers who complete the work contract & are eligible for the outbound transportation benefit & the U.S. worker has no immediate subsequent H-2A employment, the Employer will provide or pay the most economical & reasonable cost of return transportation & subsistence for the U.S. worker from the place of employment to the place from which the worker came to work for the employer, except when the U.S. worker will not be returning to the original place of departure due to subsequent H-2A employment with a different employer. If the subsequent employer has not agreed to provide or pay for the U.S. worker's transportation to the subsequent place of employment, the instant Employer will provide or pay for the transportation & subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the U.S. worker originally departed to work for the employer. If the subsequent employer has agreed to provide or pay for the U.S. worker's transportation & subsistence to the subsequent place of employment the instant Employer will not provide or pay for such expenses. In order to assure the lowest available outbound transportation cost, the Employer reserves the right to provide charter or other return transportation for groups of U.S. workers large enough to justify group transportation arrangements. U.S. workers eligible for this benefit who decline the provided return charter transportation will be provided their outbound transportation & subsistence checks. In that circumstance, the employer will disburse the checks as soon as all work is completed, as determined by the Employer, & the worker is ready to depart. U.S. workers may select any means of transportation home they choose, however, the reimbursement is limited to the charter cost, if available, or most economical & reasonable common carrier transportation cost for the distance involved, or the U.S. worker's actual cost, whichever is less. U.S. workers who arrange their own transportation understand they assume all liability & hold harmless the employer for any damages, injuries, personal or property losses. In compliance with the applicable regulation found at 20 CFR 655.121(h)(2), for foreign workers who complete the work contract & are eligible for the outbound transportation benefit & the foreign worker has no immediate subsequent H-2A employment & is returning to the place from which the foreign worker came to work for the instant employer, the instant Employer will provide charter bus transportation for the foreign workers from the farm where they are employed to their home country, & will pay by check the most economical & reasonable cost for the foreign worker's home based transportation & will pay for subsistence from the place of employment to the place from which the foreign worker came to work for the instant employer, except when the foreign worker will not be returning to the original place of departure due to subsequent authorized H-2A employment with another employer.

h. Job Offer Information 8

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

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

El empleador paga / reembolsa a los trabajadores extranjeros todos los costos relacionados con la visa (excluyendo las tarifas de pasaporte) en la primera semana laboral. Para los trabajadores que no se desplazan diariamente, el empleador paga / reembolsa los costos de viaje razonables (transporte, dietas y alojamiento, si corresponde) desde el lugar de partida del trabajador hasta el lugar de trabajo del empleador. De conformidad con la regulacin aplicable que se encuentra en 20 CFR 655.121 (h) (2), para los trabajadores estadounidenses que completan el contrato de trabajo y son elegibles para el beneficio de transporte de salida y el trabajador estadounidense no tiene un empleo H-2A posterior inmediato,el empleador proporcionar o pagar el costo ms econmico y razonable de transporte y subsistencia de regreso para el trabajador estadounidense desde el lugar de empleo hasta el lugar desde el cual el trabajador vino a trabajar para el empleador, excepto cuando el trabajador estadounidense no regrese al lugar de partida original debido a un empleo posterior H-2A con un empleador diferente. Si el empleador posterior no ha acordado proporcionar o pagar el transporte del trabajador estadounidense al lugar de trabajo posterior, el empleador instantneo proporcionar o pagar el transporte y la subsistencia hasta el lugar de empleo posterior en lugar de proporcionar o pagar dichos gastos desde el lugar de empleo hasta el lugar desde el cual el trabajador estadounidense parti originalmente para trabajar para el empleador. Si el empleador posterior ha acordado proporcionar o pagar el transporte y la subsistencia del trabajador estadounidense al lugar de trabajo posterior, el empleador instantneo no proporcionar ni pagar dichos gastos. Con el fin de asegurar el costo de transporte de salida ms bajo disponible, el Cliente se reserva el derecho de proporcionar transporte chrter u otro transporte de regreso para grupos de trabajadores estadounidenses lo suficientemente grandes como para justificar los arreglos de transporte grupal. Los trabajadores estadounidenses elegibles para este beneficio que rechacen el transporte chrter de regreso proporcionado recibirn sus cheques de transporte y subsistencia de salida. En esa circunstancia, el empleador desembolsar los cheques tan pronto como se complete todo el trabajo, segn lo determine el empleador, y el trabajador est listo para partir. Los trabajadores estadounidenses pueden seleccionar cualquier medio de transporte a casa que elijan, sin embargo, el reembolso se limita al costo del fletamento, si est disponible, o al costo de transporte de transporte ms econmico y razonable para la distancia involucrada, o al costo real del trabajador estadounidense, lo que sea menor. Los trabajadores estadounidenses que organizan su propio transporte entienden que asumen toda la responsabilidad y eximen de responsabilidad al empleador por cualquier dao, lesin, prdida personal o de propiedad. De conformidad con la regulacin aplicable que se encuentra en 20 CFR 655.121 (h) (2), para los trabajadores extranjeros que completan el contrato de trabajo y son elegibles para el beneficio de transporte de salida y el trabajador extranjero no tiene un empleo H-2A posterior inmediato y regresa al lugar desde el cual el trabajador extranjero vino a trabajar para

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

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

el empleador instantneo proporcionar transporte en autobs chrter para los trabajadores extranjeros desde la granja donde estn empleados hasta su pas de origen, y pagar con cheque el costo ms econmico y razonable para el transporte en el hogar del trabajador extranjero y pagar la subsistencia desde el lugar de empleo hasta el lugar desde el cual el trabajador extranjero vino a trabajar para el empleador instantneo, excepto cuando el trabajador extranjero no regrese al lugar original de salida debido a un empleo H-2A autorizado posterior con otro empleador.

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Provision de Comidas y Transporte

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

El empleador no proporciona comidas. La vivienda proporcionada por el empleador incluye instalaciones de cocina y cocina gratuitas y convenientes con el equipo adecuado, electrodomsticos, accesorios de cocina e instalaciones para lavar platos para la preparacin de comidas. Comedor, cocina / cocina y otras reas comunes compartidas por todos los trabajadores. Para los trabajadores que residen en viviendas proporcionadas por el empleador, el empleador proporcionar transporte gratuito una vez por semana hacia / desde el pueblo o ciudad ms cercana para recados personales.
(por ejemplo, comprar comestibles, servicios bancarios, compras). En el caso de que las instalaciones de cocina no estn disponibles durante el perodo del contrato, el empleador proporcionar tres comidas diarias en de acuerdo con 20 CFR 655.122(g) En tales circunstancias, el empleador no cobrar por dichas comidas.

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

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

Deducciones de Salario:
El empleador har todas las deducciones requeridas por la ley (por ejemplo, FICA, retenciones de impuestos federales / estatales, manutencin infantil ordenada por la corte, etc.). Los trabajadores deben preautorizar las deducciones voluntarias, que pueden incluir el reembolso de anticipos y/o prstamos, primas de seguro mdico, contribuciones al plan de jubilacin y/o pago de telfono celular, televisin por cable/satlite, Internet u otro servicio (s) para conveniencia y beneficio del trabajador. Todas las deducciones cumplirn con la Ley de Normas Laborales Justas (FLSA) y el estado aplicable con la Ley

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules - 16-31

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

Part 2 work rules 16-31 English
16. No children allowed on any farm property. This will be a cause for automatic dismissal.
17. Workers may not willfully abuse or destroy any machinery, equipment, tools, or other property belonging to the employer or other employees.
18. After completion of the introductory period, workers are to keep up with agricultural equipment and not detrimentally affect another workers productivity. Workers may not deliberately restrict production.
19. Employer will conduct drug test at employer's expense if accident occurs during work hours. Denial or failure of drug test results in termination of employment.
20. Workers may not disregard instructions of the employer or designated employees.
21. Workers may not interrupt other workers rest/sleep periods by excessive or unnecessary noise or commotion.
22. Workers may not have guests in employer-provided housing past 10:00pm, except on Saturday, not past 12:00am midnight. Workers and/or their guests may not engage in indecent, immoral, or illegal conduct at any time on the employer's premises.
23. Repeated failure to follow instructions, obey safety requirements, and equipment and vehicle operation instructions may result in termination.
24. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to picking standards, or rough handling of produce may be terminated.
25. No firearms or other weapons may be brought onto the employer's premises, housing, or worksites at any time. This is cause for immediate termination.
26. Use of personal electronic devices, including cell phones, is not permitted during working hours.
27. In the event that the employer issues electronic badges for timekeeping and/or piece rate tabulation, workers must keep badges in their possession at all times during work hours.
28. Workers may be discharged for fighting on the employer's premises.
29. Harassing behavior or actions that create a work environment that is intimidating, hostile, abusive, or offensive will subject an employee to disciplinary action, up to and including immediate discharge.
30. Threatening, intimidation, coercing or otherwise interfering with the performance of fellow employees is prohibited.
31. No jewelry, bracelets, watches, earrings, belly rings, except wedding bands are allowed.
Failure to comply with the above work rules may result in termination/discharge. If you do not understand any of the above rules, ask your supervisor for an explanation.

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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules 1-15 English

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

Work rules
The following rules are intended to provide standards of conduct expected of workers employed under this job order. Violations of these rules or other lawful, job-related employer requirements will be considered grounds for termination. In cases of less serious violations, penalties such as suspension without pay for up to three (3) days based on the supervisor's consideration of the degree of the infraction, the worker's prior record and other relevant factors for the purpose of considering if the worker is able and/or willing to do the job will be imposed. Workers are expected to comply with ALL rules related to discipline, attendance, work quality/quantity and the care/maintenance of all property.
1.Workers must be able to maintain the quality and quantity of work needed to complete the requirements of the job at all times. Workers may not misrepresent the quantity or quality of work performed.
2.No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used nor kept on the employer's premises.
3.Excessive absences or tardiness is not permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period. Excessive tardiness is defined as unexcused arrival for work after the regularly scheduled time for three consecutive days or late for five unexcused days within a 30-day period. Job abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five consecutive working days without the consent of the employer.
4.Workers are expected to maintain their living quarters to standards posted on the property and shall promptly report problems to employer. Workers shall cooperate with other workers assigned to the same housing in maintaining kitchen, dining, bathroom and living areas in the same general condition the unit was in prior to occupancy.
5.Workers living in employer-provided housing that are assigned bunk beds may not separate nor move bunk beds.
6.Workers living in employer-provided housing may not cook in sleeping rooms or any other non-kitchen areas.
7.Workers may not repeatedly drop paper, cans, bottles or other trash in fields, packinghouses or housing areas. Trash and waste receptacles must be used.
8.Except for the worker's assigned housing and/or work area/field, workers may not enter employer's premises without authorization by the person in charge.
9.Except for the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work.
10.Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer.
11.Workers may not abuse/extend break periods which may be provided or take unauthorized breaks from work.
12.Workers may not engage in horseplay, scuffling, throwing things, wasting time, or loitering during work hours.
13.Workers may not post nor remove any notices, signs, or other instructions from the employer's property.
14.Workers may be discharged if they steal from fellow workers or from the employer.
15.Workers may not falsify personnel, medical, production or other work-related records.

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reglas de Trabajo 1 - 10

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

Las siguientes reglas se hicieron con el propsito de proporcionar estndares de la conducta esperada de las trabajadoras empleadas bajo este contrato. La violacin de estas reglas u otros requerimientos legales del patrn que estn relacionadas al trabajo sern determinantes para su terminaci6n. En casos de menor violaci6n, las trabajadoras sern penalizados con una suspensin de su trabajo hasta par tres {3) das, segn la consideracin del supervisor del nivel de la infracci6n, el historial del trabajador y otros factores relevantes al propsito de considerar si el trabajador es capaz y dispuesto a hacer el trabajado. Se espera que las trabajadoras cumplan con TODAS las reglas relacionadas con la disciplina, atenci6n, calidad/cantidad de trabajo, as coma el cuidado/mantenimiento de la propiedad.
1. Los trabajadores deben ser capaces de mantener la calidad y cantidad de trabajo necesario para completar los requisitos de trabajo todo el tiempo. Los trabajadores no deben alterar la cantidad o calidad del trabajo realizado.
2. No se permite el uso o la posesi6n de alcohol o drogas ilegales durante el tiempo de trabajo o durante cualquier da antes de completar el trabajo para el da de trabajo {as coma durante sus comidas o descansos). Los trabajadores no debern presentarse bajo la influencia del alcohol o drogas ilegales. No puede usar o guardar drogas ilegales en la propiedad del patrn.
3. Ausencias excesivas o llegadas tarde no se permitirn. Se define “ausencias excesivas” coma tres das consecutivos sin excusa o cinco das consecutivos sin excusa en un periodo de treinta das. Llegadas tardes excesivas se define coma llegar al trabajo sin permiso despus el horario regular planeado par tres das consecutivos o /legar tarde par cinco das sin excusa en un periodo de treinta das. El abandono del trabajo se considerar que comienza despus de que un trabajador no reporte para el trabajo en el tiempo regularmente programado por cinco das laborables consecutivos sin el consentimiento del patrn
4. Los trabajadores deben mantener sus viviendas segn los estndares colocados en la propiedad y reportaran inmediatamente cualquier problema al patrn. Los trabajadores deben cooperar con otros trabajadores asignados a la misma vivienda, y deberan trabajar juntas para mantener la cocina compartida, el comedor, el barrio, y la sala a la condici6n general en el cual estuvo la vivienda antes de ser ocupada.
5. Los trabajadores que vivan en viviendas del patrn, se les asignarn literas, las cuales no debern separar o mover.
6. Los trabajadores que vivan en viviendas del patrn no podrirla cocinar en los dormitorios de en otras reas que no correspondan a la cocina.
7. Los trabajadores no debern tirar papales, latas, botellas u otras basuras en los campos, en la empacadora o en reas de vivienda. Deberan usar los botes de basura.
8. Los trabajadores no debern entrar en la propiedad del patol sin autorizacin, excepto en sus viviendas asignadas y reas de trabajo.
9. Los trabajadores no debern entrar en la propiedad del patrn excepto en sus propias viviendas durante las horas que no trabajen.
10. Los trabajadores no debern empezar su trabajo antes de lo planeado ni continua, su trabajo despus de la hora de terminar a menos que el patrn lo autorice.

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

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reglas de Trabajo 11-31

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

11. Los trabajadores no debern abusar de sus periodos de descanso. No se tomarn descansos que no sean autorizados.
12. Los trabajadores no debern jugar, pelear, tirar cosas, perder el tiempo o vagar durante las horas de trabajo.
13. Los trabajadores no podrn pegar o quitar alguna nota, letrero u otras instrucciones de la propiedad del patrn.
14. Los trabajadores podrn ser despedidos si roban a sus compaeros de trabajo o al patrn.
15. Los trabajadores no podrn falsificar ningn documento personal, medico, de produccin u otro documento relacionado con su empleo.
16. No se permitan nios en la propiedad de trabajo o viviendas. Es una causa para el despido automtico.
17. Los trabajadores no debern abusar o destruir a propsito alguna maquinaria, equipo, herramientas, u otra propiedad que le pertenezca al patrn o a otros empleados.
18. Despus de completar el periodo introductorio, los trabajadores deben trabajar tan rpido como equipo agrcola y no afectar negativamente la productividad de ellos. Los trabajadores no pueden restringir la produccin deliberadamente.
19. El empleador realizar pruebas de drogas a cargo de los empleadores si ocurre un accidente durante las horas de trabajo. La negacin o el fracaso de los resultados de las pruebas de drogas en la terminacin del empleo.
20. Los trabajadores no deben ignorar las instrucciones del empleador ni de los empleados designados.
21. Los trabajadores no pondrn interrumpir los periodos de descanso/periodos con excesivo ruido o alboroto.
22. Los trabajadores no podrn recibir visitas despus de las 10:00pm de la noche durante la semana. En los sbados si permite la visita hasta las 12:00am de la noche en la vivienda del patrn. Los trabajadores y sus visitantes no deberan realizar actividades indecentes, inmorales o ilegales dentro de las instalaciones del patrn.
23. Dejar de seguir las instrucciones constantemente, obedecer requerimientos de seguridad, a instrucciones para operar equipo o vehculos puede resultar en despedido.
24. Cualquier trabajador que constantemente impida el progreso del grupo por estar atrasado, salir temprano, no rigiendo rigurosamente a las normas de cosecha o manipulando bruscamente los productos puede ser despedido.
25. No se permite traer armas de fuego o de otro tipo a la propiedad del patrn vivienda o sitios de trabajo, nunca. Es causa de despedida inmediata.
26. No se permite usar ningn artculo electrnico personal, incluyendo telfonos celulares, durante las horas de trabajo.
27. En caso de que el empleador les entregue a los trabajadores una plaque para mantener sus horas y/o recordar las tarifas por pieza (contrato), los trabajadores deben guardar las placas en su posesin todo el tiempo durante las horas de trabajo.
28. Los trabajadores pueden ser despedidos por pelear en la propiedad del empleador.
29. Comportamiento de acoso o acciones que crean un ambiente de trabajo intimidante, hostil, ofensivo o abusivo sometern a un empleado a una accin disciplinaria, hasta el punto de incluir su despido inmediato.
30. Est prohibido amenazar, intimidar, coaccionar o interferir de cualquier otro modo en el desempeo de los compaeros de trabajo.
31. No se permiten joyas, pulseras, relojes, aretes, ombligos, excepto alianzas de boda.

El incumplimiento de las reglas de trabajo anteriores puede resultar en la terminacin/despido. Si no entiende alguna de las reglas anteriores, pdale una explicacin

p. Job Offer Information 16

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

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

Job Requirements – Safety

Workers must be constantly alert and adhere to all safety rules as instructed by the supervisor. Workers must take care to handle tools, equipment and product in a manner to avoid injury or damage. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday on or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used nor kept on the employer's premises. With the exception of the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work or when authorized by the person in charge. Workers must use toilet and handwashing facilities and practice good personal hygiene. Raise safety and health concerns with the employer. Use of personal electronic devices, including cell phones is generally not permitted during working hours. No firearms or other weapons may be brought onto the employer's premises, housing or work sites at any time. Harassing behavior or actions that create a work environment that is intimidating, hostile, abusive or offensive will subject an employee to disciplinary action, up to and including immediate discharge. Threatening, intimidating, coercing or otherwise interfering with the performance of fellow employees is prohibited. Workers may not engage in horseplay, scuffling, or throwing things during work hours. Workers may be discharged for fighting on the employer's premises. If you are hurt on the job, or may have been exposed to COVID-19 tell your supervisor immediately.
Drink water often on hot days.

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

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

Los trabajadores deben estar constantemente alerta y cumplir con todas las reglas de seguridad segn las instrucciones del supervisor. Los trabajadores deben tener cuidado de manipular las herramientas, el equipo y el producto de manera que se eviten lesiones o daos. No se permite el uso o posesin de alcohol o drogas ilegales durante el horario de trabajo o durante cualquier da de trabajo antes de que se complete el trabajo para ese da (como durante los perodos de comida o de descanso). Los trabajadores no pueden presentarse a trabajar bajo la influencia del alcohol o drogas ilegales. No se pueden usar ni guardar drogas ilegales en las instalaciones del empleador. Con la excepcin de la vivienda asignada al trabajador, los trabajadores no pueden ingresar a las instalaciones del empleador en horarios que no sean los horarios en que el empleado est programado para trabajar o cuando lo autorice la persona a cargo. Los trabajadores deben usar los baos y las instalaciones para lavarse las manos y practicar una buena higiene personal. Plantee preocupaciones de seguridad y salud con el empleador. El uso de dispositivos electrnicos personales, incluidos telfonos celulares, generalmente no est permitido durante el horario laboral. No se pueden traer armas de fuego u otras armas a las instalaciones, la vivienda o los lugares de trabajo del empleador en ningn momento. El comportamiento o las acciones de acoso que crean un ambiente de trabajo intimidante, hostil, abusivo u ofensivo sometern al empleado a una accin disciplinaria, hasta e incluyendo el despido inmediato. Est prohibido amenazar, intimidar, coaccionar o interferir de cualquier otra forma con el desempeo de los compaeros de trabajo. Los trabajadores no pueden participar en juegos bruscos, peleas o tirar cosas durante las horas de trabajo. Los trabajadores pueden ser despedidos por pelear en las instalaciones del empleador. Si se lesiona en el trabajo, SI se lesiona en el trabajo o fue expuesto al COVID-19, informe a su supervisor de inmediato. Beba agua con frecuencia en los das calurosos.

r. Job Offer Information 18

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

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

Though not a hiring requirement, if a worker
drives a company vehicle during the period of employment then at the time of operating the company vehicle the driver must possess a valid driver's license issued by a U.S. state or foreign equivalent and operate the company vehicle in accordance with the license restrictions and vehicle classifications applicable to that license.
Requisito de conduccin Aunque no es un requisito de contratacin, si un trabajador conduce un vehculo de la empresa durante el perodo de empleo y, al momento de operar el vehculo de la empresa, el conductor debe poseer una licencia de conducir vlida emitida por un Estado de EE. UU. O equivalente en el extranjero y opere el vehculo de la empresa de acuerdo con las restricciones de licencia y las clasificaciones de vehculos aplicables a esa licencia.

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Prohibition of Fees/Prohibicin de tasas

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

Prohibitions against employee paying fees/prohibicion de que los empleados paguen honarios PROHIBITIONS AGAINST EMPLOYEES PAYING FEES: The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. § 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs, as prohibited by 20 CFR § 655.135(j). Costs that are the Responsibility and primarily for the benefit of the worker, such as government-required passport fees, are not included in this prohibition.
PROHIBICIONES CONTRA QUE EMPLEADOS PAGEN QUOTAS: El empleador y sus agentes no han solicitado o recibido pago de cualquier tipo de cualquier empleado sujeto a 8 USC § 1188 para cualquier actividad relacionada con la obtencin de la certificacin de trabajo H-2A, incluyendo el pago de honorarios de abogados del empleador, las tasas de
solicitud, o los costos de contratacin, que est prohibido por 20 CFR § 655.135 (j). Los costos que son la responsabilidad y sobre todo en beneficio del trabajador, tales como honorarios de pasaporte requerido por el gobierno, no estn incluidos en esta prohibicin. CONTRACTS WITH THIRD PARTIES COMPLY WITH PROHIBITIONS: The employer has contractually forbidden any foreign labor contractor or recruiter, if any, whom the employer engages, either directly or indirectly, in international recruitment of H-2A applicants to seek or receive payments from prospective employees, except as provided for in Department of Homeland Security regulations at 8 CFR § 214.2(h)(5)(xi)(A). Likewise, all employees are prohibited from collecting any money or other thing(s) of value from prospective employees or current employees in order for the payor to work for the employer. This employer has zero tolerance for prohibited payments. Employees should report to the employer immediately the name of any person seeking to collect a prohibited payment and the amount sought. Any employee found to have collected a prohibited payment will be required to reimburse the injured party immediately and will be terminated from employment. An employee cannot be discriminated against or discharged for reporting a prohibited payment. CONTRATOS CON GRUPOS QUE CUMPLEN CON PROHIBICIONES: El empleador ha prohibido por contrato cualquier contratista laboral extranjero o reclutador, en su caso, a quien el empleador se involucra, ya sea directa o indirectamente, en la contratacin internacional de los solicitantes de H-2A para buscar o recibir pagos de los futuros empleados, con excepcin de lo previsto en el reglamento del Departamento de Seguridad Nacional a las 8 CFR § 214.2(h)(5)(xi)(A). Del mismo modo, todos los empleados se les prohbe la recogida de dinero u otra cosa de valor a partir de los futuros empleados o empleados actuales a fin de que el pagador de trabajar para el empleador. Este patrn tiene cero tolerancias para los pagos prohibidos. Los empleados deben informar al empleador inmediatamente el nombre de cualquier persona que busca para recoger un pago prohibido y la cantidad solicitada. Cualquier empleado que haya recogido se requerir un pago prohibido a reembolsar a la parte prejudicada de inmediato y se dar por terminado de empleo. Un empleado no puede ser objeto de discriminacin o se descarga por informar de un pago prohibido.

t. Job Offer Information 20

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

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

Employer may request, but not require, workers to work more than 7.0 hours per day and/or on a worker's Sabbath or federal holidays, but no more than 34 hours per week for an individual worker or any combination of H-2A workers in any workweek for joint applications. Workers will have an unpaid lunch break. Worker must report to work at designated time and place each day. Work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers in advance of any change to start time.
All hours worked will be engaged in production of agricultural crops, with work activities divided among the specific tasks. Given that the demands of agricultural production are unpredictable and wholly dependent on external factors such as weather, sunlight, temperature, and market demands, it is impossible to predict with any degree of accuracy the percentage of time dedicated to each individual task or crop activity. The allocation of tasks and/or crop activities each workday may vary. Agricultural work is exempt from federal overtime requirements pursuant to 29 USC 213(a)(6). Overtime pay is only applicable if required by state law or as otherwise specified in this section.

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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

El empleador puede solicitar, pero no exigir, que los trabajadores trabajen ms de 7.0 horas por da y / o en el sbado de un trabajador o das festivos federales, pero no ms de 34 horas por semana para un trabajador individual o cualquier combinacin de trabajadores H-2A en cualquier semana laboral para solicitudes conjuntas. Los trabajadores tendrn un descanso para almorzar no remunerado. El trabajador debe presentarse a trabajar a la hora y lugar designados cada da. El horario de trabajo puede variar debido al clima, la luz solar, la temperatura, las condiciones del cultivo y otros factores. El empleador notificar a los trabajadores con anticipacin de cualquier cambio en la hora de inicio.
Todas las horas trabajadas se dedicarn a la produccin de cultivos agrcolas, con actividades laborales divididas entre las tareas especficas. Dado que las demandas de la produccin agrcola son impredecibles y dependen totalmente de factores externos como el clima, la luz solar, la temperatura y las demandas del mercado, es imposible predecir con algn grado de precisin el porcentaje de tiempo dedicado a cada tarea individual o actividad de cultivo. La asignacin de tareas y/o actividades de cultivo cada da laborable puede variar. El trabajo agrcola est exento de los requisitos federales de horas extras de conformidad con 29 USC 213 (a) (6). El pago de horas extras solo es aplicable si as lo exige la ley estatal o segn se especifique en esta seccin.

v. Job Offer Information 22

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

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

Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.
In accordance with 8 CFR 2 J4.2(h)(5)(xi)(A) and 20 CFR 655. I 35(j}--(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.
Se pueden ofrecer aumentos y / o bonificaciones a cualquier trabajador estacional empleado de conformidad con esta orden de trabajo, a discrecin exclusiva de la compaa, en funcin de factores individuales que incluyen el desempeo laboral, la habilidad y la antigedad. De acuerdo con 8 CFR 2 J4.2(h)(5)(xi)(A) y 20 CFR 655. I 35 j) - k), el empleador prohbe la solicitud y el pago de honorarios de contratacin por parte de los trabajadores. Los trabajadores que paguen o se les solicite que paguen dicha tarifa deben informar al empleador inmediatamente. El empleador investigar todos los reclamos de tarifas ilegales y tomar medidas correctivas inmediatas segn corresponda.

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