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 * Agricultural Equipment Operators

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	4	4	3. First Date * 5/1/2023	4. Last Date * 11/1/2023

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)* *

56	**a. Total Hours**	10	c. Monday	10	e. Wednesday	10	g. Friday
0	b. Sunday	10	d. Tuesday	10	f. Thursday	6	h. Saturday

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 5 : 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.)

Agricultural equipment operators and mechanics may operate, service, and/or repair a variety of farm equipment. Agricultural equipment mechanic will, with supervisor's instructions; diagnose, repair and overhaul engines, transmissions, components, electrical and fuel systems, etc. for various powered and rolling equipment such as cars, trucks, buses, farm equipment and generators. Agricultural equipment will include tractors, truck tractors, front loaders, skid steers, forklifts, vegetable harvesters, lawn mowers, and trailers hauling vegetables and/or grain to main farm location and/or to plants. Agricultural equipment operators may haul fertilizer and/or water trucks to or from plant and/or main farm location to main farm location and/or farm field. Agricultural equipment operators and mechanics will keep the inside and outside of the equipment clean. Agricultural equipment operator and mechanics may also drive other H2A workers to and from housing, main farm location, worksites and/or stores, bank, etc. Agricultural equipment operators and mechanics will maintain service records. Raises and bonuses may be offered to any seasonal worker, at the employer's discretion, based on individual factors including but not limited to performance, experience, number of hours worked in the season, number of seasons worked with the company, adherence to work rules & ability to follow supervisor instructions.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 16 . 95	☑ HOUR ☐ MONTH	$ 00 . 00	Employer may offer payment through check, direct deposit, or cash card. When multiple options are given the employee can choose how to receive wages.

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.)

Social Security
Federal Tax
State Tax (if required)

H-2A Case Number: H-300-23055-803009 Case Status: Full Certification Determination Date: 03/15/2023 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. * 6

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 50 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 *
Route 63, left onto Batavia-Oakfield Townline Road

2. City *	3. State *	4. Postal Code *	5. County *
Oakfield	New York	14125	Genesee

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

This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions. 4 Workers needed from 5/1/2023 to 11/1/2023.

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 *
8202 Lewiston Road

2. City *	3. State *	4. Postal Code *	5. County *
Batavia	New York	14020	Genesee

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

7. Total Units * 1

8. Total Occupancy * 4

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)* *

See Addendum C

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

E. Provision of Meals

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

The employer will provide housing with a free, convenient, and fully equipped kitchen facilities with refrigerator, stove, pots, pans, utensils, and counter space for cooking, that will enable the workers to prepare their own meals. Kitchen facilities will include dishwashing facilities with adequate sinks that will have hot and cold water under pressure that are in working conditions to sufficiently prepare three (3) meals a day. Employer will also provide free transportation once per week to/from closest town or city to buy food, banking services, and other necessaries. Transportation will be in an approved bus/van/car/truck at no cost to workers.

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.)

My-T Acres, Inc. will provide 15 trucks and 3 vans, at no cost to the workers. Workers will be picked up at 6:45AM from employer-provided housing to worksite(s) and returned to housing at 5:15PM each day. Free transportation is offered to U.S. Domestic workers, who do not reside in employer-provided housing.

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.)

Inbound: Employer will provide and pay for lodging in consulate city, a charter bus/van/car/truck/public transportation or plane (travel insurance may be required), to the place of employment from the place from which the worker has come to work for the employer.

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.)

For referrals from beyond normal commuting distance, an application or resume can be sent to the employer for a telephone interview. Telephone interviews for this work will be scheduled from 10AM to 4PM Eastern time, Monday-Thursday @585-343-1026, ask for Peter Call. Resumes and applications emailed to mytacres@hotmail.com Applicants may contact the SWA 877-466-9757. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. Go to your local Job Center to inquire about this position. All workers should also be advised that they will be expected to work for the total period of employment noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer.
Applicants must be 18 years or older.
This employer may participate in the E-Verify program.
Workers should bring with them original documentation of identity and employment eligibility (original documentation), to complete the I-9 form.
A copy of the work contract or a copy of the ETA 790 in lieu of a work contract, and any modification, will be provided to the worker on the day the work commences.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (585) 343-1026	N/A	mytacres@hotmail.com

5. Website Address (URL) to Apply *
dol.ny.gov/career-centers

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 §
Call	Peter	
4. Title *		
President		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	2/27/2023

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
8113	Equipment Repair and Maintenance	$ 16 . 95	Hour	Employer may offer payment through check, direct deposit, or cash card. When multiple options are given the employee can choose how to receive wages.
3331	Operate Farm Equipment	$ 16 . 95	Hour	Employer may offer payment through check, direct deposit, or cash card. When multiple options are given the employee can choose how to receive wages.
4842	Driving 18 Wheeler and Semi-Trucks	$ 16 . 95	Hour	Employer may offer payment through check, direct deposit, or cash card. When multiple options are given the employee can choose how to receive wages.
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		

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 §
Branton Farm	N Rte 63, L on Galloway Rd, Left on Kelsey Rd, cross over Interstate 90, Farm is on E&W sides of Rd Batavia, New York 14020 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Pratt Road	N Rte 63, L on Galloway, L on Kelsey, Cross Interstate 90, R Pratt Rd, Fields on N&S side of Pratt near Powers Rd Pembroke, New York 14036 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Bushville Farm	N Rte 63, L on Galloway Rd, L on Kelsey Rd, R on Main Rd-Rte 5, Cross over 1st bridge, farm is on N&S side of road Pembroke, New York 14036 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Snell, Phelps, and Pelton Farms	N Rte 63, L on Galloway Rd, ends at Maple/N Pembroke, fields begin on E side of N Pembroke @ intersection with Phelps Rd Pembroke, New York 14036 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Slusser Road	N Rte 63, L on Kelsey Rd, Cross over Interstate 90, R on Pratt Rd, L on Slusser, Fields N,E, & W side at Killan Rd Pembroke, New York 14036 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Brundage Farm	N Rte 63, through town of Oakfield, Pass Intersection @ Macumber Rd, Farm is on R side Oakfield, New York 14125 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Oakfield/Elba Farm	N Rte 63, R on Fisher Rd, cross Drake St & Maltby Rd, R on Lockport Rd, Farm is on Right Oakfield, New York 14125 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Shepard Farm	N Rte 63, R on Batavia-Elba, L Rte 98, R Rte 262, L intersection of Transit Rd, Farm is on L&R sides corner of Transit Byron, New York 14422 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Elba Farm	N Rte 63, R Batavia-Elva, L Rte 98 go through town of Elba, stay R when leaving Elba, now on Old Oak Orch Rd Farm on R Elba, New York 14058 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Bater/Genegon	N Rte 63, R on Batavia-Elba, L Bank St Rd go through Chapel Rd Intersection, Farm on R&L of Bank St Rd Byron, New York 14422 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4

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 §
Lydonville Farm	N Rte 63, Continue on Rte 63 to Rte 104, quick R then L to stay on Rte 63, pass Mill St Inter, farm is on R&L of Rte 63 Lyndonville, New York 14098 ORLEANS	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
George Farm	S Rte 63, L on Veterans Drive, L Rte 98, Over Interstate 90, Farm on R side of Road Batavia, New York 14020 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Grinnell Farm	S Rte 63, R Lehigh Rd, L on Creek Road, farm is on R&L side Batavia, New York 14020 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Brookville Farm	S Rte 63, R on Lehigh Rd, L on Creek Rd, R on Brookville Rd, Farm is on R&L side of road Alexander, New York 14005 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Stafford Farm	S Rte 63, L on Rte 5, Pass Rte 237, Farm is on Left side of road Stafford, New York 14143 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Avon Farm	S Rte 63, L on Rte 20, right on Rte 36, farm is on L side of the road before Rte 39 Avon , New York 14414 LIVINGSTON	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Batzing Fox Farm	S Rte 63, L Rte 20, farm is on L&R before intersection of Rte 20 and Batzing Rd Avon, New York 14414 LIVINGSTON	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4
Slusser Road & Beckwith	N Rte 63, L on Galloway, L on N Pembroke, L on Beckwith, Fields on N&S side of Rd, other fields L on Slusser L side Rd Pembroke, New York 14036 GENESEE	This itinerary is subject to change without notice due to the following: crop, weather, conditions, disease factors, maturation of the crop, availability of labor, scheduling of delivery orders for packing house, and market conditions.	5/1/2023	11/1/2023	4

D. Additional Housing Information

OMB Approval: 1205-0466
Expiration Date: 11/30/2025

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ❑ Rental or public accommodations	8148 Lewiston Road Batavia, New York 14020 GENESEE	Gas, electricity, heat is provided; furniture, eating and cooking utensils are also provided. Family housing is not available and is not a prevailing practice in the area of intended employment. Housing will accommodate sufficient room for workers requested. Housing complies or will comply with the following applicable standards, local, state, and federal, if required, for the state of "New York".	1	4	☑ Local authority ☑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	8169 Lewiston Road Batavia, New York 14020 GENESEE	Gas, electricity, heat is provided; furniture, eating and cooking utensils are also provided. Family housing is not available and is not a prevailing practice in the area of intended employment. Housing will accommodate sufficient room for workers requested. Housing complies or will comply with the following applicable standards, local, state, and federal, if required, for the state of "New York".	2	18	☑ Local authority ☑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____

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

H-2A Case Number: H-300-23055-803009 Case Status: Full Certification Determination Date: 03/15/2023 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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*) *

Applicants must be 18 years or older. Agricultural equipment operators and mechanics must possess a valid CDL. Agricultural equipment operator and mechanics referred against this order must have a minimum of 6 months verifiable experience in performing the tasks posted in the job order. Agricultural equipment operators and mechanics must have experience in agricultural equipment. Random drug and alcohol testing may be done if required by a government regulation, post-hire at employers expense. Agricultural equipment operators and mechanics rarely stand in one place for any period of time. Agriculture equipment operators and mechanics must be able to stand, sit, stoop, squat, kneel, crouch, bend, (from the waist), push, pull, reach, lift and carry items weighing up to 50 pounds in the course of performing required activities.

b. Job Offer Information 2

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information

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

Gas, electricity, heat is provided; furniture, eating and cooking utensils are also provided. Family housing is not available and is not a prevailing practice in the area of intended employment. Housing will accommodate sufficient room for workers requested. Housing complies or will comply with the following applicable standards, local, state, and federal, if required, for the state of "New York".

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

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

Employer will reimburse or give advance payment to the worker or group of workers, at a minimum, for transportation cost and any related/reasonable daily subsistence incurred to the employer's work site from 50 percent of the contract period. Employer may permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved. Subject to change with the publication of new rates by the Office of Foreign Labor Certification is the Federal Register. Workers who provide receipts for meals and non-alcoholic beverages in excess of $15.46 will be reimbursed up to the maximum amount of $59.00 per 24-hour period of travel per 20 CFR 655.122 (h)(I).

Outbound: Employer will follow all H-2A regulations and assurance 7.B of this clearance order to pay for outbound travel from the place of employment to the place from which the worker departed or permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges from the distances involved. Transportation provided at no cost to workers, in an approved vehicle, whether bus/van/car/truck/public transportation or plane (travel insurance may be required).

d. Job Offer Information 4

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

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

These workers will be picked up from employer-provided housing or a designated reporting site. Transportation, at no cost to worker, bus/van/car/truck, will be provided at least once each week for errands, groceries, and/or laundry. Approved vehicle information provided below:

Type of Vehicle:	Seating Capacity:
2007 Dodge Pickup	3
2013 Ford Pickup	6
2011 Ford Pickup	6
2012 Ford Pickup	6
2018 Ford Van	12
1998 Ford Van	8
2012 Ford Pickup	6
2019 Ford Pickup	5
2001 Chevy Van	2
2000 Ford Pickup	5
2001 Ford Pickup	3
2005 Chevy Pickup	5
2003 Ford Pickup	6
2005 Ford Pickup	6
2009 Chevy Pickup	6
2012 Ford Pickup	6
2019 Ford Pickup	4
2009 Chevy Pickup	6

Back-Up Vehicles are available, if needed!

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 *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - E.1. Meal (Contingency Plan)

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

Contingency Plan: If the kitchen facilities become temporarily inoperable or otherwise unavailable, a catering company will be hired to provide three meals per day and deduct the daily food amount of $15.46 per day as published by OFLC in the Federal Register. Meal charges are subject to limitations and recordkeeping obligations. This will be disclosed to workers of how meals will be provided and appropriate meal charges.

f. Job Offer Information 6

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

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

Random drug testing may occur, pre-hire for any new client or post-hire for any reason deemed necessary. Employees may be required to work near the machinery with moving parts, placing them in a safety-sensitive environment, which can carry high risk of injury to oneself or others, as well as damage to the crop, product, or property. As such, the employer reserves the right to require drug testing in the following situations: (1) Required before hands-on work can begin. (2) When management observes the employee's behavior placing his own or another employee's safety at risk. (3) After an accident, injury or damage is observed which negatively impacts any employee, product, machinery, or real property. Testing will only occur in these cases when employer determines there is probable cause that substance abuse is/was a contributing factor in the occurrence. All mandated drug testing will occur at employer's expense.

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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

The company may conduct criminal background checks on all new applicants for employment. Seasonal Employees seeking rehire will not be required to submit a new background check. For purposes of this policy, rehires shall be defined consistently with IRCA's employment eligibility re-verification requirements for former hires. As a general rule, absent compelling circumstances, qualified applicants with criminal records will not be considered for employment if any of the following criteria are met: The conviction was for a violent crime against one or more persons or property, (e.g., battery, assault, lewdness, sexual battery, molestation, arson or criminal mischief); The conviction was for any felony committed or which resulted in the applicant's incarceration at any time within the past 5 years (i.e., a crime which subjects the individual convicted to imprisonment for longer than a year); or The conviction was for a crime committed or which resulted in the applicant's incarceration at any time within the past 5 years involving theft or disorderly conduct. Employer has identified these limited categories of recent criminal convictions as those which raise an unnecessary risk of further criminal conduct and the potential of injury to co-workers due to the physically strenuous work being offered with communal temporary living quarters and daily transportation to and from the place of employment which is being provided. For purposes of this policy, a plea of nolo contender to a disqualifying criminal record as described above shall be deemed to be a disqualifying event for employment purposes, irrespective of whether adjudication was withheld. Employer will pay all fees associated with conducting a criminal background check on any applicants.

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - B.6. New York State Specific Assurances:

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

New York State Assurances:
3. Housing for workers: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law. Therefore, the employer may NOT require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for the damage.
12. Frequency of Pay: Article 6 of the NYS Labor Law, section 191.1a, requires that employer pay wages weekly to manual workers (farmworkers are manual workers) no later than 7 calendar days after the end of the week in which wages are earned. Therefore, manual workers can be paid weekly or biweekly (up to date; where all days, including payday hours are paid).
15. Deductions from Worker's Pay: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law. Therefore, the employer may NOT make any other deductions NOT required by law.

Additional Assurances:

-Per the Farm Laborer Fair Labor Protections Act, all farmworkers, including H-2A foreign guest workers, will earn one and a half times the regular rate for all hours worked over 60, and for any hours voluntarily worked on a worker's designated day of rest.
-NYS Labor Law section 201g requires that employers adopt a sexual harassment prevention policy. Interactive training and a copy of the written policy must be provided to all workers. The policy must be provided in the language spoken by the workers.
-Per the New York Paid Sick Leave Law, all employees must be provided sick leave as applicable. Hours earned (up to a prescribed maximum) are rolled over from year to year for seasonal workers.
-Employers with 4 or fewer employees and a net income of less than 1 million in the prior tax year must provide employees with up to 40 hours of unpaid sick leave per year.
-Employers with between 5 and 99 employees and employers with 4 or fewer employees and a net income of greater than 1 million in the prior tax year must provide each employee with up to 40 hours of paid sick leave per year.
-Employers with 100 or more employees will provide up to 56 hours of paid sick leave per year.

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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Work is performed in both outdoor agricultural fields and involves exposure to sun, wind, rain, soil, mud, dust, heat, cold, and other natural elements as well as in a shop environment. Agricultural equipment operator and mechanics must be able to withstand working in the direct sunlight, and weather conditions ranging from hot and humid weather, moderate rain and cold while performing their required job duties. Agricultural equipment operator and mechanics may also work inside moving crates, pallets, etc. with skid steers and/or forklifts. The employer will provide tools necessary as well as protective clothing including but not limited to gloves, eye protection and hearing protection, to do the job duties required without charge. If the employee is unable to perform the duties listed after the 14-day pretrial, the employee will receive warnings, hours may be reduced to the minimum allowed in the certified petition or terminated. Agricultural equipment operators and mechanics should come prepared wearing appropriate clothing and footwear for the environmental and working conditions described.

j. Job Offer Information 10

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

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

Workers may be offered more than the standard hours of work in a single workday. Workers may volunteer to work additional hours and hours on Sundays when work is available. Hours of work may increase/decrease depending on crop yield and/or weather and an occur at any time throughout the season.

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 - A.8D. Wage/Bonus Offer

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

OFLC Administrator publishes new AEWR rates yearly and we reserve the right to adjust our job order to the new published rate with the exception of decreases.

Raises and bonuses may be offered to any seasonal workers, at the employer's discretion, based on individual factors including but not limited to, performance, experience, number of hours worked in the season, number of seasons worked with the company, adherence to work rules and ability to follow supervisor's instructions.

l. Job Offer Information 12

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

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

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