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 * Farm Workers and Laborers, Crop

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	225	210	3. First Date * 5/24/2023	4. Last Date * 8/11/2023

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

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

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

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 3 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 17 . 34	☑ HOUR ☐ MONTH	$ 00 . 00	

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

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

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

H-2A Case Number: H-300-23075-854158 Case Status: Full Certification Determination Date: 04/27/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

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

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

3. Training: number of months required. * 0

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

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☐ d. Drug screen
☑ e. Lifting requirement 60 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. Repetitive movements

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

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

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

See Addendum C

C. Place of Employment Information

1. Place of Employment Address/Location *
15766 Floating Bridge Rd

2. City *	3. State *	4. Postal Code *	5. County *
Three Rivers	Michigan	49093	St Joseph

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

This address is the location of the main office. Work will be performed at several field locations listed in Addendum B.

Español: Esta dirección es la ubicación de la oficina principal. El trabajo se realizará en varios lugares sobre el terreno enumerados en la adición B.

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 *
25039 W US-12

2. City *	3. State *	4. Postal Code *	5. County *
Sturgis	Michigan	49091	St Joseph

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

7. Total Units * 33

8. Total Occupancy * 292

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)* *

The employer will provide housing without charge to the worker. Workers should maintain housing in a neat and clean manner. Family housing is not available and is not a prevailing practice in area of intended employment. In the event that a female worker is hired, separate toilet, shower, and sleeping area will be provided.

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 will provide free, convenient, and fully equipped cooking and kitchen facilities with refrigerator, stove, pots, pans, utensils, and counter space to workers residing in employer provided housing. This will enable workers to prepare their own meals. Employer will also provide transportation at least once per week to the grocery store by bus or van.

Español: El empleador no proporciona comidas. El empleador proporcionará instalaciones de cocina totalmente equipadas con refrigerador, estufa, ollas, sartenes, utensilios y espacio en el mostrador a los trabajadores que residen en viviendas proporcionadas por el empleador. Esto permitirá a los trabajadores preparar sus propias comidas. El empleador también proporcionará transporte al menos una vez por semana a la tienda de comestibles en autobús o camioneta.

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.)

Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this clearance order before contacting the employer or seeking a referral. Only those meeting all qualifications for employment, who are eligible, authorized, able, and willing to perform the work, who are eligible for employment in the United States, and who will be available at the time and place needed should contact or be referred to the employer. Referrals will be accepted directly from applicants, walk-ins, gate hires, State Workforce Agencies (SWA) and other sources. SWA should thoroughly familiarize each applicant with the job specifications and terms and conditions of employment before a referral is made. All referrals are to be made to the office of the employer at 269-858-8487, Monday through Friday between 10:00 am and 3:00 pm, or by email anytime at alexandra.perez@perezcompanies.com.

Espaol: Los solicitantes deben familiarizarse completamente con las especificaciones del trabajo y los trminos y condiciones de empleo en esta orden de autorizacin antes de comunicarse con el empleador o buscar una referencia. Solo aquellos que cumplan con todos los requisitos para el empleo, que sean elegibles, autorizados, capaces y dispuestos a realizar el trabajo, que sean elegibles para el empleo en los Estados Unidos y que estn disponibles en el momento y lugar necesarios deben comunicarse o ser referidos al empleador. Se aceptarn referencias directamente de solicitantes, personas sin cita previa, contrataciones, agencias estatales de fuerza laboral (SWA) y otras fuentes. SWA debe familiarizar completamente a cada solicitante con las especificaciones del trabajo y los trminos y condiciones de empleo antes de que se haga una referencia. Todas las referencias deben hacerse a la oficina del empleador al 269-858-8487, de lunes a viernes entre las 10:00 am y las 3:00 pm, o por correo electrnico en cualquier momento a las alexandra.perez@perezcompanies.com.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (269) 858-8487	N/A	alexandra.perez@perezcompanies.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 §
Perez	Alexandra	
4. Title *		
Managing Member, Office Manager		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	4/4/2023

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
010	Corn: High Clearance Roguing	$ 17 . 34	Hour	All work done in nearby fields located in the State of Indiana will be paid at the higher AEWR rate of $17.34.
010	Corn: Volunteer Roguing/ Roguing	$ 17 . 34	Hour	All work done in nearby fields located in the State of Indiana will be paid at the higher AEWR rate of $17.34.
010	Corn Detasseling	$ 17 . 34	Hour	All work done in nearby fields located in the State of Indiana will be paid at the higher AEWR rate of $17.34.
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		

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 §
Bayer	55789 Blossom Rd Colon, Michigan 49040 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	32507 Longnecker Rd Leonidas, Michigan 49066 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	58080 Angevine Rd Centreville, Michigan 49032 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	22235 Timm Rd Centreville, Michigan 49032 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	62354 Shimmel Rd Centrevilee, Michigan 49032 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	59771 Nottawa Rd Centreville, Michigan 49032 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	26991 Marvin Rd Centreville, Michigan 49032 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	23711 South River Rd Centreville, Michigan 49032 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	61801 Neaman Rd Constantine, Michigan 49042 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	64021 Sevison Rd Constantine, Michigan 49042 ST JOSEPH		5/24/2023	8/11/2023	210

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 §
Bayer	18671 Featherstone Rd Constantine, Michigan 49042 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	63280 US 131 Constantine, Michigan 49042 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	63916 US 131 Constantine, Michigan 49042 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	64890 US 131 Constantine, Michigan 49042 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	14001 Stears Rd Constantine, Michigan 49042 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	13820 Riverside Dr Constantine, Michigan 49042 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	15172 Dickinson White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	12059 North River Rd Constantine, Michigan 49042 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	12109 Quaker St Constantine, Michigan 49042 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	60317-60231 US 131 Three Rivers, Michigan 49093 ST JOSEPH		5/24/2023	8/11/2023	210

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 §
Bayer	19558 Michigan 86 Centreville, Michigan 49032 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	18372 Edgerton Rd Three Rivers, Michigan 49093 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	57000 Franklin Dr Three Rivers, Michigan 49093 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	51779 Lang Rd Three Rivers, Michigan 49093 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	19613 Moorepark Rd Three Rivers, Michigan 49093 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	17892 Muskrat Rd Three Rivers, Michigan 49093 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	51062 Hutchinson Rd Three Rivers, Michigan 49093 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	50869 Silver St Vicksburg, Michigan 49097 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	14403-14301 Portage Rd Vicksburg, Michigan 49097 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	5235-5465 E Hwy St Vicksburg, Michigan 49097 KALAMAZOO		5/24/2023	8/11/2023	210

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 §
Bayer	24122-24144 Flach Rd Vicksburg, Michigan 49097 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	11971 S Sprinkle Rd Vicksburg, Michigan 49097 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	7726 E U Ave Vicksburg, Michigan 49097 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	11120 S 26th St Vicksburg, Michigan 49097 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	14999-15999 S 27th St Vicksburg, Michigan 49097 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	27271-27827 E Z Ave Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	15810 S 40th St Fulton, Michigan 49052 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	15982 E V Ave Fulton, Michigan 49052 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	10781 S 8th St Schoolcraft, Michigan 49087 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	10901 S 12th St Schoolcraft, Michigan 49087 KALAMAZOO		5/24/2023	8/11/2023	210

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 §
Bayer	9001 W U Ave Schoolcraft, Michigan 49087 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	12480 S 14th St Schoolcraft, Michigan 49087 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	14250 S 10th St Schoolcraft, Michigan 49087 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	14639 US 131 Schoolcraft, Michigan 49087 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	1550 S 16th St Vicksburg, Michigan 49097 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	7351 W Y Z Ave Schoolcraft, Michigan 49087 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	3503 W Y Z Ave Schoolcraft, Michigan 49087 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	6023 W U Ave Schoolcraft, Michigan 49087 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	5325 W X Y Ave Schoolcraft, Michigan 49087 KALAMAZOO		5/24/2023	8/11/2023	210
Bayer	21309 Schweitzer Rd Three Rivers, Michigan 49093 ST JOSEPH		5/24/2023	8/11/2023	210

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 §
Bayer	18208 M-86 Three Rivers, Michigan 49093 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	22390 Featherstone Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	13059 Burlew Rd Marcellus, Michigan 49067 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	53470 Day Rd Marcellus, Michigan 49067 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	14798 Indian Prairie Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	14347 Dickinson Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	11349 US-12 White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	69362 Burke Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	68188 Lutz Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	16696 Fawn River Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210

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 §
Bayer	17972 Dickinson Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	68244 A Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	69527 Sevison Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	69341 Crooked Creek Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	20010 Fawn River Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	19651 Fawn River Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	20797 Mill Pond Rd White Pigeon, Michigan 49099 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	30399 Findley Rd Burr Oak, Michigan 49030 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	61590 Farrand Rd Burr Oak, Michigan 49030 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	32790 Steinbacher Rd Burr Oak, Michigan 49030 ST JOSEPH		5/24/2023	8/11/2023	210

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 §
Bayer	64394 Burr Oak Rd Burr Oak, Michigan 49030 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	960 Gunthorpe Rd Burr Oak, Michigan 49030 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	32781 US 12 Burr Oak, Michigan 49030 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	32652 Fawn River Rd Burr Oak, Michigan 49030 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	601 St Joseph Rd Burr Oak, Michigan 49030 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	32591 Kibiloski Rd Burr Oak, Michigan 49030 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	1051-1071 Brink Rd Bronson, Michigan 49028 BRANCH		5/24/2023	8/11/2023	210
Bayer	1169 Trayer Rd Bronson, Michigan 49028 BRANCH		5/24/2023	8/11/2023	210
Bayer	778 Orland Rd Bronson, Michigan 49028 BRANCH		5/24/2023	8/11/2023	210
Bayer	1051-1199 Slisher Rd Bronson, Michigan 49028 BRANCH		5/24/2023	8/11/2023	210

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 §
Bayer	542 Babcock Rd Bronson, Michigan 49028 BRANCH		5/24/2023	8/11/2023	210
Bayer	6998 E 100 N LaGrange, Indiana 46761 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	389 N 450 E LaGrange, Indiana 46761 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	3787 IN-9 Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	402 E 300 N LaGrange, Indiana 46761 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	851 E 300 N LaGrange, Indiana 46761 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	450 750 N Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	5350 N 450 W Shipshewana, Indiana 46565 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	54499 Co Rd 8 Middlebury, Indiana 46540 ELKHART		5/24/2023	8/11/2023	210
Bayer	13658 Co Rd 4 Middlebury, Indiana 46540 ELKHART		5/24/2023	8/11/2023	210

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 §
Bayer	5539 N 700 E Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	4749 N Co Rd 800 E Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	4101 N 900 E Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	4292 IN-120 Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	6810 IN-9 Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	892 W 700 N Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	6351 IN-9 Hower, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	1309 IN-120 Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	4600 IN-9 Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	238 E 405 N Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210

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 §
Bayer	433 E 400 N Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	1208 W 400 N Howe, Indiana 46746 LAGRANGE		5/24/2023	8/11/2023	210
Bayer	69300 Balk Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	70100 Balk Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	26400 Fawn River Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	26505 Fawn River Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	27030 Bogen Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	71329 S Lakeview St Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	70857 Miller Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	69600 Carls Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210

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 §
Bayer	22451 Fawn River Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	71361 Klinger Lake Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	70701 Shimmel Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	25133 Banker St Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	65001 N Centreville Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	25462 Schrader Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	67660 Sherman Mill Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	68099 Stubey Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	61409 Bucknell Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	68995 Shimmel Rd Sturgis, Michigan 49091 ST JOSEPH		5/24/2023	8/11/2023	210

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 §
Bayer	32333 W Palmer Lake Rd Colon, Michigan 49040 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	30950 Brandt Rd Colon, Michigan 49040 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	57974 M-66 Colon, Michigan 49040 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	57917 Hodges Rd Colon, Michigan 49040 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	32330 Custer Rd Burr Oak, Michigan 49030 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	61670 Burr Oak Rd Burr Oak, Michigan 49030 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	50592 Buchner Rd Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	56256 M-66 Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	26386 Spring Creek Rd Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	25754 Prairie Corners Rd Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210

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 §
Bayer	25198 Clark Rd Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	22060 Heimbach Rd Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	23955 Michigan Ave Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	27401 Michigan Ave Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	51351 Nottawa Rd Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	54559 Parkville Rd Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	52312 Parkville Rd Three Rivers, Michigan 49093 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	52426 US 131 Three Rivers, Michigan 49093 ST JOSEPH		5/24/2023	8/11/2023	210
Bayer	31631 Michigan Ave Leonidas, Michigan 49066 ST JOSEPH		5/24/2023	8/11/2023	200
Bayer	54501 Fulton Rd Leonidas, Michigan 49066 ST JOSEPH		5/24/2023	8/11/2023	210

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 §
Bayer	28600 Pleasant Rd Mendon, Michigan 49072 ST JOSEPH		5/24/2023	8/11/2023	210

D. Additional Housing Information

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ❑ Rental or public accommodations	1005 Canal St Three Rivers, Michigan 49093 ST JOSEPH	The employer will provide housing without charge to the worker. Workers should maintain housing in a neat and clean manner. Family housing is not available and is not a prevailing practice in area of intended employment. In the event that a female worker is hired, separate toilet, shower, and sleeping area will be provided.	1	8	❑ Local authority ☑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	1012 Canal St Three Rivers, Michigan 49093 ST JOSEPH	(English version of this text can be found in the "Additional Housing Information" under the other listed housing locations.) Espaol: El empleador proporcionar vivienda sin cargo al trabajador. Los trabajadores deben mantener la vivienda de una manera ordenada y limpia. La vivienda familiar no est disponible y no es una prctica predominante en el rea de empleo previsto. En el caso de que se contrate a una trabajadora, se proporcionar un inodoro, ducha y rea para dormir separados.	1	10	❑ 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. 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 perform assigned duties as instructed by their supervisor. The employer will provide the tools necessary to perform the described job duties without charge to the worker.
Volunteer Roguing and Roguing: the worker will walk down the aisles between the plants in the corn fields, removing the corn plants that are of a different variety, from a previous season, or one that competes with the current crop, leaving the field ready for detasseling. These activities require the use of shovels and hoes.
High Clearance Roguing: in addition to roguing, the worker rides on a high clearance machine above the corn in order to spot off-types of plants. As off-types are spotted, workers will get off the machine and remove the off-types.
Detasseling: the worker will walk down the aisles between the plants in the corn fields removing the tassels that are left after the detasseling machine passes through. Workers will remove the tassels and drop them to the ground. Workers might be required to go through the fields multiple times.
Installing deer fence in small fields: the worker will hammer rebar into the ground and install clips onto the rebar, which will hold up a strand of wire. This activity requires the use of a post driver and hand tools to attach the fence. At the end of the work season, this fencing will need to be uninstalled as well.
General Housekeeping and Maintenance: in order to prepare the warehouse for harvest, the worker will paint, rake, sweep, and perform general housekeeping tasks. The worker may also wash buses and other work vehicles at the end of the season.
Sanitation- the worker will assist in helping the supervisor stock and maintain the port-o-pots from field to field. This includes but is not limited to, refilling the supplies at the handwashing station, keeping the cups stocked for the water coolers, and refilling the water coolers.
In order to perform these types of activities, the worker must be able to work outside for at least eight (8) hours a day in all types of weather and have the requisite strength and endurance, working quickly and skillfully with their hands. A three (3) month experience in this type of work is required. Workers may volunteer to work additional hours when work is available. Workers should expect occasional periods of little to no work because of weather, crop, or other conditions beyond the employer's control. These periods can occur at any time throughout the season.

b. Job Offer Information 2

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

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

The employer will make the following deductions: social security tax, federal/state income tax withholding as required by federal, state, and local laws, cash advances, over-payment of wages, and any other deductions expressly authorized by the worker in writing.

Espaol: El empleador har las siguientes deducciones: impuesto de seguridad social, retencin de impuestos federales/estatales segn lo exijan las leyes federales, estatales y locales, adelantos en efectivo, pago excesivo de salarios y cualquier otra deduccin expresamente autorizada por el trabajador por escrito.

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

This type of work involves working conditions that require tremendous stamina and a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. Due to the type of physical conditioning needed, there is a probationary period of five (5) days beginning with the first day of employment to show possession of the required physical endurance to perform this type of work.

Espaol: Este tipo de trabajo implica condiciones que requieren mucha resistencia y un alto nivel de actividad fsica en condiciones fras o extremadamente calurosas bajo la luz solar directa y en condiciones climticas adversas como la lluvia. Debido al tipo de acondicionamiento fsico necesario, hay un perodo de prueba de cinco (5) das a partir del primer da de empleo, para demostrar la posesin de la resistencia fsica requerida para realizar este tipo de trabajo.

d. Job Offer Information 4

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*) *

For workers residing in employer-provided housing: transportation from the worker's living quarters and the work site will be provided at no cost to the worker. For workers not residing in employer-provided housing: workers will report to a designated job reporting site at the housing location and then be transported from that location to the work site and back at no cost to the worker. The mode of transportation will be by bus or van.

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

For workers hired from beyond normal commuting distance: after completion of fifty (50) percent of the work contract period, the employer will reimburse the worker for reasonable costs incurred by the worker for inbound transportation and daily subsistence from the place from which the worker has come to work, to the place of employment. The inbound transportation will be reimbursed on the basis of no less than the most economical and reasonable charges for the distance involved.

f. Job Offer Information 6

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

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

Los trabajadores realizarn las tareas asignadas segn las instrucciones de su supervisor. El empleador proporcionar las herramientas necesarias para realizar las tareas laborales descritas sin cargo para el trabajador.
Roguing y Roguing voluntarios: el trabajador caminar por los pasillos entre las plantas en los campos de maz, retirando las plantas de maz que sean de una variedad diferente, de una temporada anterior, o una que compita con el cultivo actual, dejando el campo listo para el destasseling. Estas actividades requieren el uso de palas y azadas.
Roguing de alto despeje: adems del roguing, el trabajador monta en una mquina de alto despeje sobre el maz para detectar tipos de plantas fuera de lugar. A medida que se detectan los tipos fuera de tipo, los trabajadores se bajarn de la mquina y eliminarn los tipos fuera de tipo.
Detasseling: el trabajador caminar por los pasillos entre las plantas en los campos de maz eliminando las borlas que quedan despus de que la mquina de destasseling pasa. Los trabajadores quitarn las borlas y las tirarn al suelo. Es posible que se requiera que los trabajadores revisen los campos varias veces.
Instalacin de cercas de ciervos en campos pequeos: el trabajador martillar barras de refuerzo en el suelo e instalar clips en la barra de refuerzo, que sostendrn una hebra de alambre. Esta actividad requiere el uso de un conductor de postes y herramientas manuales para sujetar la cerca. Al final de la temporada de trabajo, esta cerca tambin deber desinstalarse.
Limpieza y mantenimiento general: para preparar el almacn para la cosecha, el trabajador pintar, rastrillar, barrer y realizar tareas generales de limpieza. El trabajador tambin puede lavar autobuses y otros vehculos de trabajo al final de la temporada.
Saneamiento: el trabajador ayudar a ayudar al supervisor a almacenar y mantener las ollas portuarias de campo a campo. Esto incluye, pero no se limita a, rellenar los suministros en la estacin de lavado de manos, mantener las tazas abastecidas para los enfriadores de agua y rellenar los enfriadores de agua.
Para realizar este tipo de actividades, el trabajador debe ser capaz de trabajar al aire libre durante al menos ocho (8) horas al da en todo tipo de clima y tener la fuerza y resistencia necesarias, trabajando rpida y hbilmente con sus manos. Se requiere una experiencia de tres (3) meses en este tipo de trabajo. Los trabajadores pueden ofrecerse como voluntarios para trabajar horas adicionales cuando el trabajo est disponible. Los trabajadores deben esperar perodos ocasionales de poco o ningn trabajo debido al clima, la cosecha u otras condiciones fuera del control del empleador. Estos perodos pueden ocurrir en cualquier momento durante la temporada.

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.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation (Espaol)

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

Espaol: Para los trabajadores que residen en viviendas proporcionadas por el empleador: el transporte desde las viviendas del trabajador y el lugar de trabajo se proporcionar sin costo para el trabajador. Para los trabajadores que no residen en viviendas proporcionadas por el empleador: los trabajadores se reportarn a un sitio designado de informe de trabajo en el lugar de la vivienda y luego sern transportados desde ese lugar al sitio de trabajo y de regreso sin costo para el trabajador. El modo de transporte ser en autobs o furgoneta. El transporte proporcionado por el empleador cumplir con todos los estndares de seguridad locales, estatales y federales aplicables. Los vehculos de transporte estarn debidamente asegurados por responsabilidad civil, seguro de compensacin laboral y sern operados por conductores con licencia adecuada.

h. Job Offer Information 8

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

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

Employer provided transportation will meet all applicable local, state, and federal safety standards. Transportation vehicles will be properly insured for liability, worker's compensation insurance, and be operated by properly licenses drivers.

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 - Inbound/Outbound Transportation (continued)

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

If the worker completes the work contract period, the employer will provide or pay for the worker's transportation and daily subsistence in the amount of no less than the most economical and reasonable cost, from the place of employment to the place from which the worker came to work for the employer. If the worker has contracted with a subsequent employer, who in that contract has agreed to pay for the workers transportation and daily subsistence expenses from the employers work site to the subsequent employers work site, the employer is not required to provide or pay such expenses.

j. Job Offer Information 10

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

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

Para los trabajadores contratados ms all de la distancia normal de desplazamiento: despus de completar el cincuenta (50) por ciento del perodo del contrato de trabajo, el empleador reembolsar al trabajador los costos razonables incurridos por el trabajador para el transporte entrante y la subsistencia diaria desde el lugar desde el cual el trabajador ha venido a trabajar, hasta el lugar de empleo. El transporte entrante ser reembolsado sobre la base de no menos de los cargos ms econmicos y razonables por la distancia involucrada. Si el trabajador completa el perodo del contrato de trabajo, el empleador proporcionar o pagar el transporte y la subsistencia diaria del trabajador por un monto no inferior al costo ms econmico y razonable, desde el lugar de trabajo hasta el lugar desde el cual el trabajador vino a trabajar para el empleador. Si el trabajador ha contratado con un empleador posterior, que en ese contrato ha acordado pagar el transporte de los trabajadores y los gastos diarios de subsistencia desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador no est obligado a proporcionar o pagar dichos gastos.

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Worker Guidelines

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

1. Follow the directions of your supervisor at all times.
2. Worker must be 18 years of age or older.
3. No use or possession of alcohol is permitted during work time or during any workday before work is completed for the day (such as during meals); worker may not report for work under the influence of alcohol or drugs. Smoking is not allowed in the fields or on the bus; only in the headlands.
4. Field/Work dress code: Closed toed shoes or boots; long sleeve shirts, and long pants are required. No sandals or sleeveless shirts are allowed. Hats with face nets, safety glasses and gloves will be provided by the employer and must be worn at all times when in the field.
5. No horseplay or fighting will be tolerated. That includes bullying, harassment, throwing tassels/mud, vandalism, and stealing.

l. Job Offer Information 12

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

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

1. Siga las instrucciones de su supervisor en todo momento.
2. El trabajador debe tener 18 aos de edad o ms.
3. No se permite el uso o la posesin de alcohol durante el tiempo de trabajo o durante cualquier da de trabajo antes de que se complete el trabajo del da (como durante las comidas); El trabajador no puede presentarse a trabajar bajo la influencia del alcohol o las drogas. No se permite fumar en los campos ni en el autobs; slo en los promontorios.
4. Cdigo de vestimenta de campo / trabajo: zapatos o botas cerrados; Se requieren camisas de manga larga y pantalones largos. No se permiten sandalias ni camisas sin mangas. Los sombreros con redes faciales, gafas de seguridad y guantes sern proporcionados por el empleador y deben usarse en todo momento cuando estn en el campo.
5. No se tolerarn juegos de caballos o peleas. Eso incluye intimidacin, acoso, lanzamiento de borlas / barro, vandalismo y robo.

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 *	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*) *

• For workers residing in employer provided housing: at approximately 6:00 am each working day, workers will meet at a designated job reporting site and be taken to the job site via bus or van, at no cost to the worker. For workers not residing in employer provided housing: the worker will arrive at the designated job reporting site at approximately 6:00 am and be taken to the job site via bus or van, at no cost to the worker. At the end of the workday, all workers will be brought back to the same designated job reporting site as in the morning, at no cost to the worker.
• Daily transportation will be via bus or van. There are 10 buses and 10 vans available for transportation. All vehicles are owned by D Perez Harvesting, LLC and listed under a valid Farm Labor Contractor Certificate issued to D Perez Harvesting, LLC.
• Seating Capacity of Vehicles:
o10 vans- seating 15 passengers each
o3 buses- seating 45 passengers each
o2 buses- seating 53 passengers each
o2 buses- seating 23 passengers each
o1 bus- seating 48 passengers
o1 bus- seating 43 passengers
o1 bus- seating 21 passengers
• All transportation to and from the job reporting site will be at no cost to the worker. Weekly transportation to grocery stores will be at no cost to the worker and will be via the buses and vans used for daily work transportation.

n. Job Offer Information 14

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.