

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



**A. Job Offer Information**

1. Job Title * <b>Farmworkers and Laborers</b>							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		<b>37</b>	<b>37</b>	3. First Date * <b>5/29/2023</b>		4. Last Date * <b>11/12/2023</b>	
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.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
<b>36</b>	a. Total Hours	<b>6</b>	c. Monday	<b>6</b>	e. Wednesday	<b>6</b>	g. Friday
<b>0</b>	b. Sunday	<b>6</b>	d. Tuesday	<b>6</b>	f. Thursday	<b>6</b>	h. Saturday
						a. <b>7</b> : <b>00</b> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. <b>2</b> : <b>00</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
<b>Temporary Agricultural Services and Wage Offer Information</b>							
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.)							
<p>Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time. If operating a company vehicle during the period of employment the driver must possess a valid CDL Class B issued by the United States or foreign equivalent license to operate the company vehicle in accordance with license restrictions and vehicle classification applicable to that license. Following the Supervisors instructions, the worker will perform the following task.</p> <p>Sweet Potatoes: Workers will transplant, pull weeds, and harvest sweet potatoes in the fields indicated. Transplanting sweet potatoes plants into the soil by hand and machine. Pulling weeds by hand in sweet potatoes fields. The worker will pick the potatoes up by hand into buckets. These buckets will be carries to a truck in the fields with empty bin boxes.</p> <p>Tobacco Planting: Transplanting tobacco plants into the ground by hand. Suckering and Topping tobacco by hand. Worker will remove the tobacco plant from trays by hand and drop it in the ground. Remove weed by hand from the tobacco fields along with any suckers that might be growing in the plant.</p>							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
<b>\$ 14 .91</b>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		<b>\$ 00 .50</b>		\$0.50/bucket. Sweet Potato Harvesting - \$0.50 per unit. Estimated hourly wage equivalent is \$18.00, or 36 buckets per hour. \$14.91 per hour guaranteed.	
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
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.) <b>See Addendum C</b>							

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**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		1	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>35</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 " <b>NONE</b> " below) Drug/Alcohol Testing: EB Harvesting may conduct a drug test post-employment at the employer's expense. Per the Department of Labor O-Net survey for job code 45.2092.02, Job Zone 1, SVP <4.0, the employer requires 1 month verifiable harvesting experience.			

**C. Place of Employment Information**

1. Place of Employment Address/Location *			
3314 E Hwy 42 W			
2. City *	3. State *	4. Postal Code *	5. County *
Wilson	North Carolina	27893	Wilson
6. Additional Place of Employment Information. (If no additional information, enter " <b>NONE</b> " below) *			
Jeff Barnes, LLC			
7. Is a completed <b>Addendum B</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? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

**D. Housing Information**

1. Housing Address/Location *			
8355 Newsome Mill Road			
2. City *	3. State *	4. Postal Code *	5. County *
Lucama	North Carolina	27851	Wilson
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		2	38
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
Employer-provided housing.			
Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered. All female workers will be housed with other females and all male workers will be housed with other males.			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

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**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

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

2. The employer: \*

☒ **WILL NOT** charge workers for meals.

☐ **WILL** charge each worker for meals at \$ \_\_\_\_ . \_\_\_\_ per day, if meals are provided.

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

The employer will provide daily transportation between the employer-provided housing and worksites, and weekly transportation to a banking facility, laundry facility, and grocery store, utilizing one authorized passenger bus (seating capacity 41) listed on EB Harvesting's FLC Certificate which will be operated by an authorized FLCE.

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.)

**INBOUND** - Workers coordinate their own travel and pay for their own travel expenses from their hometown to the consulate city in Mexico. Workers will be brought by charter bus from Monterey City to McAllen, Texas, and then on to the place of employment at the Employer's expense.

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**

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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply \*  
+1 (863) 993-3038

3. Extension §  
N/A

4. Email Address to Apply \*  
ebhapplicants@yahoo.com

5. Website Address (URL) to Apply \*  
<https://seasonaljobs.dol.gov/>

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

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No

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

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

- 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.
- 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).
- 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.
- 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).
- 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).



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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).





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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



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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)(3)(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 * Barajas	2. First (given) name * Ernesto	3. Middle initial §
4. Title * President		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/31/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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**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
	Sweet Potato Harvesting	\$ 00 50	Piece Rate	\$0.50 per bucket. Estimated hourly wage equivalent is \$18.00 or 36 buckets per hour. \$14.91 per hour guaranteed.
	Sweet Potato Planting	\$ 14 91	Hour	\$14.91 per hour guaranteed
	Tobacco Planting/Harvesting	\$ 14 91	Hour	\$14.91 per hour guaranteed
	Vegetable/Grain Harvesting	\$ 14 91	Hour	\$14.91 per hour guaranteed
	Wheat/Soybean Field Weeding	\$ 14 91	Hour	\$14.91 per hour guaranteed
	Field Weeding	\$ 14 91	Hour	\$14.91 per hour guaranteed
	Bucket Unloading	\$ 14 91	Hour	\$14.91 per hour guaranteed
	Loading/Unloading plants	\$ 14 91	Hour	\$14.91 per hour guaranteed
	Driving Agricultural Equipment	\$ 14 91	Hour	\$14.91 per hour guaranteed
	Ticketer	\$ 14 91	Hour	\$14.91 per hour guaranteed

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

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**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
	General Farm Labor	\$ 14 . 91	Hour	\$14.91 per hour guaranteed
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

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

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**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 §
Jeff Barnes, LLC.	3314 E Hwy 42 W. Wilson, North Carolina 27893 WILSON	Farm 1	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	1749 B Airport Blvd. Wilson, North Carolina 27893 WILSON	Farm 2	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	4401 Merck Rd. Wilson, North Carolina 27893 WILSON	Farm 3	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	5231 Lamm Rd. Wilson, North Carolina 27893 WILSON	Farm 4	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	5029 Hwy 42 W. Wilson, North Carolina 27893 WILSON	Farm 5	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	6152 Flowers Rd. Wilson, North Carolina 27893 WILSON	Farm 6	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	6831 Wheat Swamp Rd. Lucama, North Carolina 27851 WILSON	Farm 7	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	9258 St. Mary's Church Rd. Lucama, North Carolina 27851 WILSON	Farm 8	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	7035 Wheat Swamp Rd. Lucama, North Carolina 27851 WILSON	Farm 9	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	6527 St. Mary's Church Rd. Lucama, North Carolina 27851 WILSON	Farm 10	5/29/2023	11/12/2023	37

**D. Additional Housing Information**

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**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 §
Jeff Barnes, LLC.	6935 Mobley Rd. Lucama, North Carolina 27851 WILSON	Farm 11	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	5439 Radford Rd. Lucama, North Carolina 27851 WILSON	Farm 12	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	5656 St. Mary's Church Rd. Lucama, North Carolina 27851 WILSON	Farm 13	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	6237 Blalock Rd. Lucama, North Carolina 27851 WILSON	Farm 14	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	6127 Blalock Rd. Lucama , North Carolina 27851 WILSON	Farm 15	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	5554 Blalock Rd. Lucama, North Carolina 27851 WILSON	Farm 16	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	5357 Blalock Rd Lucama, North Carolina 27851 WILSON	Farm 17	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	1762 Memorial Church Rd. Fremont, North Carolina 27830 WAYNE	Farm 18	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	585 Washington St. Pikeville, North Carolina 27863 WAYNE	Farm 19	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	1273 Nahunta Rd Pikeville, North Carolina 27863 WAYNE	Farm 20	5/29/2023	11/12/2023	37

**D. Additional Housing Information**

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**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 §
Jeff Barnes, LLC.	9097 Upper Black Creek Church Rd. Kenly, North Carolina 27542 WILSON	Farm 21	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	7571 Little Rock Church Rd. Lucama, North Carolina 27851 WILSON	Farm 22	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	7538 Tedder Rd. Lucama, North Carolina 27851 WILSON	Farm 23	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	7346 Little Rock Church Rd. Lucama, North Carolina 27851 WILSON	Farm 24	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	304 US 301 S. Lucama, North Carolina 27851 WILSON	Farm 25	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	606 Little Church Road Lucama, North Carolina 27851 WILSON	Farm 26	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	7430 Little Rock Church Road Lucama, North Carolina 27851 WILSON	Farm 27	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	7118 Little Rock Church Rd. Lucama, North Carolina 27851 WILSON	Farm 28	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	7458 Wheat Swamp Road Lucama, North Carolina 27851 WILSON	Farm 29	5/29/2023	11/12/2023	37
Jeff Barnes, LLC.	7501 Wheat Swamp Rd. Lucama, North Carolina 27851 WAKE	Farm 30	5/29/2023	11/12/2023	37

**D. Additional Housing Information**



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**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 §
Bissette Farms, Inc	10055-10089 Debnam Rd Zebulon, North Carolina 27597 WAKE	Farm 1	5/29/2023	11/12/2023	37
Bissette Farms, Inc	1424-1480 Old Bunn Road Zebulon, North Carolina 27597 WAKE	Farm 2	5/29/2023	11/12/2023	37
Bissette Farms, Inc	96-274 Wake County Line Road Zebulon, North Carolina 27597 WAKE	Farm 3	5/29/2023	11/12/2023	37
Bissette Farms, Inc	892 Earpsboro Road Zebulon, North Carolina 27597 WAKE	Farm 4	5/29/2023	11/12/2023	37
Bissette Farms, Inc	1401-1521 NC 96 N Zebulon, North Carolina 27597 WAKE	Farm 5	5/29/2023	11/12/2023	37
Bissette Farms, Inc	10621 Old Middlesex Road Middlesex, North Carolina 27557 NASH	Farm 6	5/29/2023	11/12/2023	37
Bissette Farms, Inc.	702 W Barbee St Ext Zebulon, North Carolina 27597 WAKE	Farm 7	5/29/2023	11/12/2023	37
Bissette Farms, Inc.	545 W Barbee St Ext Zebulon, North Carolina 27597 WAKE	Farm 8	5/29/2023	11/12/2023	37
Bissette Farms, Inc.	1604 Mack Todd Road Zebulon, North Carolina 27597 WAKE	Farm 9	5/29/2023	11/12/2023	37
Bissette Farms, Inc.	1637 Mack Todd Road Zebulon,, North Carolina 27597 WAKE	Farm 10	5/29/2023	11/12/2023	37

**D. Additional Housing Information**

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**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 §
Bissette Farms, Inc.	2300 Morphus Bridge Road Zebulon, North Carolina 27597 WAKE	Farm 11	5/29/2023	11/12/2023	37
Bissette Farms, Inc.	6201-6275 Weathers Road Wendell, North Carolina 27591 WAKE	Farm 12	5/29/2023	11/12/2023	37
Bissette Farms, Inc.	113 Proctor Street Zebulon, North Carolina 27597 WAKE	Farm 13	5/29/2023	11/12/2023	37
Bissette Farms, Inc.	9136 Pippin Road Zebulon, North Carolina 27597 WAKE	Farm 14	5/29/2023	11/12/2023	37
Scott Brothers, Inc.	7368 Wheat Swamp Road Lucama, North Carolina 27851 WILSON	Farm 1	5/29/2023	11/12/2023	37
Scott Brothers, Inc.	8355 Newsome Mill Road Lucama, North Carolina 27542 WILSON	Farm 2	5/29/2023	11/12/2023	37
Scott Brothers, Inc.	7801 NC Hwy 581 Kenly, North Carolina 27542 JOHNSTON	Farm 3	5/29/2023	11/12/2023	37
Scott Brothers, Inc.	8863 Frank Road Kenly, North Carolina 27542 JOHNSTON	Farm 4	5/29/2023	11/12/2023	37
Scott Brothers, Inc.	971 Bagley Road Kenly, North Carolina 27542 JOHNSTON	Farm 5	5/29/2023	11/12/2023	37
Scott Brothers, Inc.	1135 Piney Grove Church Road Kenly, North Carolina 27542 JOHNSTON	Farm 6	5/29/2023	11/12/2023	37

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**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 §
Scott Brothers, Inc.	8901 Fabwhitley Road Kenly, North Carolina 27542 JOHNSTON	Farm 7	5/29/2023	11/12/2023	37
Scott Brothers, Inc.	4825 NC Hwy 581 Fremont, North Carolina 27830 WAYNE	Farm 8	5/29/2023	11/12/2023	37
Zackly - Rite Farms	10729 NC-58 Elm City, North Carolina 27822 WILSON	Farm 1	5/29/2023	11/12/2023	37
Zackly - Rite Farms	6209 William Chapel Church Rd Elm City, North Carolina 27822 WILSON	Farm 2	5/29/2023	11/12/2023	37
Zackly - Rite Farms	6162 William Chapel Church Rd Elm City, North Carolina 27822 WILSON	Farm 3	5/29/2023	11/12/2023	37
Zackly - Rite Farms	4874 London Church Rd Elm City, North Carolina 27822 WILSON	Farm 4	5/29/2023	11/12/2023	37
Zackly - Rite Farms	5246 Pridgen Rd Elm City, North Carolina 27822 WILSON	Farm 5	5/29/2023	11/12/2023	37
Zackly - Rite Farms	4523 Adolphus T Boone Rd Elm City, North Carolina 27822 WILSON	Farm 6	5/29/2023	11/12/2023	37
Zackly - Rite Farms	4253 Bend of the River Rd Elm City, North Carolina 27822 WILSON	Farm 7	5/29/2023	11/12/2023	37
Zackly - Rite Farms	7092 Vaughan Chapel Rd Elm City, North Carolina 27822 WILSON	Farm 8	5/29/2023	11/12/2023	37

**D. Additional Housing Information**

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**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 §
Zackly - Rite Farms	2131 NC-42 Wilson, North Carolina 24893 WILSON	Farm 9	5/29/2023	11/12/2023	37
Zackly - Rite Farms	8045 NC-58 Elm City, North Carolina 27822 WILSON	Farm 10	5/29/2023	11/12/2023	37
Tim Davis	6011 Radio Tower Rd Wilson, North Carolina 27893 WILSON	Farm 1	5/29/2023	11/12/2023	37
Tim Davis	5462-5476 NC 42 Wilson, North Carolina 27893 WILSON	Farm 2	5/29/2023	11/12/2023	37
Tim Davis	6526 Governor Hunt Rd Kenly, North Carolina 27542 WILSON	Farm 3	5/29/2023	11/12/2023	37
Tim Davis	5575-5401 Jonesey Rd Wilson, North Carolina 27893 WILSON	Farm 4	5/29/2023	11/12/2023	37
Tim Davis	1680 Airport Blvd NW Wilson, North Carolina 27893 WILSON	Farm 5	5/29/2023	11/12/2023	37
Tim Davis	6152 Flowers Rd Wilson, North Carolina 27893 WILSON	Farm 6	5/29/2023	11/12/2023	37
Kendall Nichols	5043 Boswellville Rd Wilson, North Carolina 27893 WILSON	Farm 1	5/29/2023	11/12/2023	37
Kendall Nichols	6256 Old Raleigh Rd Sims, North Carolina 27880 WILSON	Farm 2	5/29/2023	11/12/2023	37

**D. Additional Housing Information**

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**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 §
Kendall Nichols	7612 Hwy 42 W Kenly, North Carolina 27542 WILSON	Farm 3	5/29/2023	11/12/2023	37
Kendall Nichols	5250 Ernest Rd Wilson, North Carolina 27893 WILSON	Farm 4	5/29/2023	11/12/2023	37
Kendall Nichols	6664 Rock Ridge School Rd Sims, North Carolina 27880 WILSON	Farm 5	5/29/2023	11/12/2023	37
Kendall Nichols	5451 Old Raleigh Rd Sims, North Carolina 27880 WILSON	Farm 6	5/29/2023	11/12/2023	37

**D. Additional Housing Information**



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

*a. Job Offer Information 1*

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 ( <i>up to 3,500 characters</i> ) *			
<p>FICA taxes, state income tax, income tax, cash advances, overpayment of wages; and charges for any loss to the employer due to the worker's damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker in writing.</p> <p>** Please note that if the worker is paid a piece rate for any of these activities, the worker will be guaranteed the pay rate that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage</p>			

*b. Job Offer Information 2*

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job side to begin work; c) confirmation of full disclosure of all terms, conditions, and nature of work; d) confirmation of legal qualifications to work in the US. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p> <p>All referrals are encouraged to contact their nearest career center for pre-employment screening before contacting employer.</p> <p>All referrals are to be made to Neyre Barajas at 2509 SE West Farms Rd, Arcadia, FL 34260 Telephone: 863-993-3038, email: ebhapplicants@yahoo.com. Collect calls will not be accepted. Walk-in applicants will be accepted. The office hours are Monday thru Friday from 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer. All interstate applicants are encouraged but not required to first contact the nearest [one-stop] career center prior to contacting the employer for any updated information regarding the job prior to referral. The employer will contact all applicants who have submitted an application by phone to schedule an interview.</p> <p>Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer, and workers who are not residing in employer provided housing must have transportation to the designated pickup location/worksites.</p> <p>All hired referred and walk-in applicants must bring with them original documentation of identity and employment eligibility documents (original documents only), sufficient to complete the I-9 Form within 3 days of employment. All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation.</p>			

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

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

*c. Job Offer Information 3*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Cont. - I
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Tobacco Harvesting: Harvest tobacco by hand (workers will pull 3 or 4 leaves at a time from each plant and put it in a trailer.) Once it reaches the barn, the worker will place the tobacco in boxes to prepare for the heating process. After curing process the worker will remove the tobacco and bale it by filling a metal container to desired weight that will compact the leaves together into bales.</p> <p>Bucket Unloading: Worker will be standing inside the plastic or wood boxes and receiving full buckets of sweet potatoes from the other workers that harvesting and unloading buckets full of sweet potatoes into the plastic or wood boxes. Workers are required to lift and carry at least 35 pounds.</p> <p>Soybean/Wheat Field Weeding: Workers will walk through the soybean fields and pull weeds.</p> <p>Driving Agricultural Equipment: Duties may vary from time to time. Applicants must be 18 years or older. Following the Supervisors instructions, the workers will operate or tend equipment used in agricultural production in the fields or packing housing hauling tools, plants, weeds, fruits and vegetable production. Ten percent of the job duties are contained in this description.</p>			

*d. Job Offer Information 4*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Cont. - II
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Ticketer: The worker will hand out tickets to the hand harvesters when a full bucket is brought to the truck. The worker will unload a full bucket into bins and drive the farm trucks to haul tools/material, plants, vegetables, shovels, boxes, etc. to the packinghouse located on the farm.</p> <p>General Farm Labor: Workers on physical work restrictions or when harvesting work is not available may be required to perform miscellaneous clean-up work on farm property, on structures utilized in the operation, and on housing for harvesting workers. Such clean-up activities include the weeding, trimming, digging, cutting, topping, irrigation repair, debris removal, housing and structure cleaning and repair; and general clean-up as required. May be necessary to assist in the use and repair of farm equipment such as tractors, trucks, buses, trailers, and harvest machinery, etc. Workers will be paid the highest of the adverse effect wage rate, the prevailing wage rate, or the applicable minimum wage rate for time spent performing such clean-up work.</p> <p>Workers are required to have at least (1) one month of verifiable harvesting experience. The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the workers refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.</p>			

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

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

*e. Job Offer Information 5*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Range of Hours:
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Six (6) hours per day, Monday through Saturday, is normal, however, the worker may be requested but not required to work additional hours per day and the Sabbath and/or federal holidays and Sunday depending upon the condition of the crop, weather, maturity of the crop and market conditions. All workers will be required to take a one-hour lunch period in order to rest and eat their noon meal.			

*f. Job Offer Information 6*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules - I
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The employer expects all employees to adhere to the standards and expectations for conduct (Work Rules) which it believes are necessary for the company's safe and efficient operations.  The Work Rules listed below, and others that may be established from time to time, are not all-inclusive. These standards are only examples of the types of prohibited conduct for which employees may be disciplined or terminated. They are published to provide a general understanding of what your employer considers to be unacceptable conduct. The employer may impose disciplinary action in those instances where management decides such action is appropriate up to and including termination of employment for cause.  1.Failure to perform work assigned by a supervisor or manager, consistent with the terms of your contract.  2.Falsification of company records or documents, or other material forms of dishonesty, fraud, theft, or the misuse of property.  3.Leaving the farm property during scheduled working hours without the permission of your supervisor or manager.  4.Deliberately abusing, destroying, damaging, or defacing farm property, tools and/or equipment, including the personal property of others.			

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

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

*g. Job Offer Information 7*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules - II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>5. Taking part in any conduct which may endanger health or safety of fellow employees or bring discredit to employer, its supervisors or managers.</p> <p>6. Improper or illegal use of alcoholic beverages, illegal drugs, controlled substances, or prescribed medications.</p> <p>7. Failure or refusal to cooperate in a company investigation.</p> <p>8. Improper behavior in performing your job.</p> <p>9. Violation of the employer's policies or procedures - including but not limited to housing rules of occupancy - which have been established to protect the employer's property and equipment, as well as to help safeguard the health and safety of its employees.</p> <p>10. Tolerating, participating in, or initiating an event or act that is reasonably considered to be threatening verbal or written behavior or workplace violence. This type of prohibited conduct may include engaging in verbal or harassing conduct or behavior towards a co-worker.</p> <p>11. Engaging in verbal or prohibited acts of prohibited employment discrimination or retaliation against another employee.</p> <p>12. Possessing cell phones inside work areas such as the fields, groves, orchards and/or packing facility. Cell phones must be left during working hours in the bus, van or at the housing facilities.</p>			

*h. Job Offer Information 8*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Termination or Other Discipline: Employer may discipline and/or terminate the worker from their employment with notification to the Job Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow housing rules; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses to work in accordance with directions or otherwise demonstrates that they are unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) fails to meet the established productivity standard indicated in the petition after the one-day (6 hour) training and 6-day acclimation period; (f) or other job-related reasons; (g) falsifies identification, personnel, medical or other work-related records; (h) commits acts of violence towards another employee or third party; (i) has a record of a criminal conviction or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p> <p>In general, with respect to Item A(b) above, serious acts of misconduct? include but are not limited to one or more of the following: theft from the employer or other workers; fraud or falsifying work related records, intoxication during the work day; use of illegal drugs; disobeying a reasonable instruction given by the employer, supervisor or manager; abusing or threatening other employees or a supervisor or manager; spitting on another employee, using profanity or other demeaning words towards another employee; engaging in physical or verbal bullying or harassment of another employee engaging in conduct which physically harms another employee or damages the employer's or another worker's personal property.</p> <p>Five unexcused absences by the worker will be considered a job-related reason for worker termination. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and continuously that are reasonable under the working conditions. Each worker must clean their work area each day and dispose of trash and discarded items in provided receptacles. The employer will report workers who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs.</p>			

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

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

*i. Job Offer Information 9*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Reasons for Termination - II</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive working days without the written consent of the employer. The employer will not be responsible for providing or paying for transportation and subsistence expenses of absconders, and such absconders will not be entitled to the 3/4 guarantee.</p> <p>Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice, once address verification has been provided. It is imperative that workers provide a complete and accurate permanent address to the employer no later than the first day of employment. The employer has a no rehire policy for workers who fail to complete their contract of employment. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement also will be disqualified from future employment opportunities.</p> <p>Voluntary resignations before the specified ending date listed in this application may also disqualify the employee from future employment opportunities. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no rehire policy.</p>			

*j. Job Offer Information 10*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Reasons for Termination - III</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>In the event of termination for medical reasons occurring after arrival on the job as a result of employment, or in the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.</p> <p>Pursuant to DOL regulations at 20 CFR 655.122(o), if, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the Certifying Officer. In the event of contract impossibility, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not available, the employer will: (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expensed to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence will be computed as set forth in subparagraph (h) of 20 CFR 655.122. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.</p>			

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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 - HOUSING RULES
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>General:</p> <ul style="list-style-type: none"><li>1.Keep house Clean</li><li>2.Sweep all floors daily</li><li>3.Mop all floors weekly</li><li>4.Do not leave trash in yard</li><li>5.DO NOT DAMAGE HOUSE</li><li>6.No loud music or parties after dark</li><li>7.Do NOT leave A/C on during the day</li><li>8.Do not cover/remove smoke alarms</li><li>9.Do not remove heaters/fire extinguishers from home</li><li>10.Do not use extension cords</li><li>11.Do not remove/tear screen on doors/windows</li><li>12.No fighting or weapons will be allowed</li><li>13.No alterations to units are allowed</li><li>14.No consumption of alcohol or illegal substances are permitted</li></ul> <p>Bathroom:</p> <ul style="list-style-type: none"><li>1.Flush toilet paper after every use</li><li>2.Place toilet paper, after use, in toilet before flushing. Don't put in waste basket.</li><li>3.When dirty, clean off surfaces: top of toilet bowl, sink and shower</li><li>4.Take out waste basket when full</li></ul> <p>Bedroom:</p> <ul style="list-style-type: none"><li>1.Make your bed</li><li>2.Do not take beds apart or move beds</li><li>3.No guest allowed staying overnight</li><li>4.Keep personal belongings in own space</li><li>5.No food is allowed to be stored in bedrooms</li></ul> <p>This housing is being offered to you by your employer as an extra benefit from this company. You have to be employed by this company to be permitted to live in the housing provided. Non?employees are not allowed to stay at the worker housing. The tenancy is from week to week. In the event that your employment ceases, workers will have reasonable time to find alternative housing.</p> <p>Your housing unit can be and will be inspected by a company representative weekly or monthly by the Department of Health. These inspections are to help assure that all housing units are maintained in healthy and neat conditions.</p>			

l. Job Offer Information 12

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Continued
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>After arriving at the place of employment, workers submit receipts of their expenses to the Employer and will be reimbursed for all travel and daily subsistence expenses incurred from their hometowns to the place of employment pursuant to U.S. Department of Labor regulations.</p> <p>OUTBOUND - The Employer will help coordinate workers travel from the place of employment back to their hometowns or to the next place of employment, and will reimburse workers for outbound travel and related daily subsistence expenses, except if those expenses will be paid by a subsequent employer as described in 20 CFR 655.122(h)(2). If workers are returning to their hometown, the Employer will either book and purchase airline tickets for the workers, or provide a charter bus from the place of employment to Monterey City, Mexico. Workers will coordinate their travel arrangements from the airport or from Monterey City to their hometowns, and the Employer will reimburse workers for all return travel and daily subsistence expenses incurred. Reimbursements will be no less than the most economical and reasonable common carrier transportation charges for the distances involved.</p> <p>The employer attest to abide by all guidelines listed within items 7.a &amp; 7.b of Conditions of Employment and Assurances</p>			

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**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 - Daily transportation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Each vehicle will pick up workers in the morning to begin the workday and will return workers to the housing site in the afternoon following the completion of the workday. All transportation is employer provided and at no cost to the workers. Daily transportation to and from the worksite is available to all workers, including those who do not reside in employer-provided housing.</p>			

*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 ( <i>up to 3,500 characters</i> ) *			

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