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 * Farmworker/Laborer

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	4	4	3. First Date * 6/9/2023	4. Last Date * 10/23/2023

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

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

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

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

Temporary Agricultural Services and Wage Offer Information

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

See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 17 . 34	☑ HOUR ☐ MONTH	$ 23 . 00	Apple Hand Harvest (All Varieties) 18-bushel boxes $23.00 per box. Average Hourly Rate $17.34 Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate

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.)

FICA taxes if required,
Federal, state and local income tax if required,
Other deductions expressly authorized or required by state or federal law,
Other deductions worker authorizes in writing.

H-2A Case Number: H-300-23086-881228 Case Status: Full Certification Determination Date: 05/03/2023 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 *
33736 Dixon Street

2. City *	3. State *	4. Postal Code *	5. County *
Dowagiac	Michigan	49047	Cass

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

NONE

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

D. Housing Information

1. Housing Address/Location *
32600 Swisher St.

2. City *	3. State *	4. Postal Code *	5. County *
Dowagiac	Michigan	49047	Cass

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

7. Total Units * 7

8. Total Occupancy * 32

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)* *

1 mobile home, 4 duplexes, 2 apartments

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-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Worker purchases food and prepares meals. Employer offers no cost transportation to worker at least once a week to stores for food and other items.

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.)

For workers eligible for housing benefit, Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).
Employer provided transportation to/from housing site(s), worksite(s), and weekly errands will include:
Ford Econo Van 200712 passenger seats

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.)

Employer will not reimburse, pay for or provide inbound transportation and subsistence to worker who resides within reasonably commutable distance or who does not provide identity and employment eligibility documentation required to complete Form I-9, who has knowledge at recruitment place that worker cannot perform job order duties, who abandons employment, or who is discharged for lawful job related reasons.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 15 . 46	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

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

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

Employer accepts referrals from any source. Candidates are encouraged to register at nearest employment office (i.e. Michigan Works!), to receive terms and conditions of employment. CASS COUNTY Michigan Works! may be reached at 800-285-9675 or by visiting their website at www.michiganworks.org.
Applicants should apply for job opportunity at nearest SWA office (20 CFR 655.152(j)). SWA advises applicants of material terms and conditions of employment, and only refers applicants for employment if applicant confirms he or she is qualified, able, willing, and available for employment. (20 CFR 655.155). SWA refers applicants to employer agent, Great Lakes Ag Labor Services, via email at wuglals@michfb.com
Candidates may call Great Lakes Ag Labor Services at 517-391-5090, for interview during hours listed below. Employer makes hiring decision upon verification of employment qualifications.
Interview Hours:
Tuesday, Wednesday, Friday: 8:00 am 12:00 PM
Thursday: 8:00 am 4:30 PM

Employer will not employ undocumented or fraudulently documented workers. Upon hiring and by end of third work day, workers must present original document(s) to establish identity and employment eligibility required by INA to continue employment.
Candidates should check with Employer one week prior to contract start date to confirm no changes to job opportunity. Candidates referred by employment office (i.e. Michigan Works!) should check with employment office 9 days and no later than 5 days prior to date of need to preserve rights under 20CFR653.501(d)(4).
Employer is equal opportunity employer and agrees to comply with assurance at 20 CFR 655.135
Employer will notify Local Office or State agency if employment terms and conditions change due to factors including crop, weather, or recruitment conditions. Work Agreement terms may be changed upon posted notice to workers and ETA Regional Administrator approval.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (517) 391-5090	N/A	wuglals@michfb.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 §
Grabemeyer	Dave	
4. Title *		
Owner		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	4/3/2023

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

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

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 §
Grabemeyer Farms	42.04948458657101, -86.20505243538666 Michigan CASS		6/9/2023	10/23/2023	4
Grabemeyer Farms	42.05035841479302, -86.19787134095232 Michigan CASS		6/9/2023	10/23/2023	4
Grabemeyer Farms	42.060786158527286, -86.21847062619942 Michigan CASS		6/9/2023	10/23/2023	4
Grabemeyer Farms	42.08946049999987, -86.19791461312471 Michigan BERRIEN		6/9/2023	10/23/2023	4
Grabemeyer Farms	42.055765146963886, -86.19645111197138 Michigan CASS		6/9/2023	10/23/2023	4
Grabemeyer Farms	42.07025432854481, -86.21254120100156 Michigan CASS		6/9/2023	10/23/2023	4
Grabemeyer Farms	42.02685096711989, -86.22560544618335 Michigan BERRIEN		6/9/2023	10/23/2023	4
Grabemeyer Farms	42.0578222235599, -86.23936794270821 Michigan BERRIEN		6/9/2023	10/23/2023	4
Grabemeyer Farms	42.0991760233726 , -86.1932675948904 Michigan VAN BUREN		6/9/2023	10/23/2023	4

D. Additional Housing Information

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

APPLE HAND HARVEST: Worker will be assigned a row, occasionally with a partner or team, and is responsible for picking all the specified fruit from that row, or half row as directed by supervisor. Fruit is selected from the tree according to size and/or color standard set by the picking supervisor. Worker will pick fruit by gently grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. Some varieties require the use of a stem clipping tool. Worker will check the entire tree to ensure removal of all fruit meeting picking requirements. Workers sill place fruit gently in the picking container until container is full.. The full picking container weighing up to 60 lbs. is then gently emptied into a field bin, taking care not to spill or bruise the fruit in the container or in the field bin. Workers are required to stay in their assigned row unless directed by supervisor to change rows or assist another worker with their row.. Picking units will be kept free of limbs, leaves or mushy fruit.

Workers must keep the work area clean and safe by removing dropped fruit from bin area to avoid slips and falls when emptying the bucket into the bin. Supervisors will explain and demonstrate picking requirements to all workers as needed at the start of the season and thereafter to ensure quality standards.

Workers must take when picking so as not to damage or bruise fruit, Workers is required to ck and dump fruit without stem pulls, punctures, bruising or other damage which diminishes quality. Observation of bruised, damaged or cull fruit by the supervisor, or as indicated on the pick quality report will result in progressive disciplinary action, described in attached work rules. Field sorting may be required during harvesting in certain apple blocks due to large frost damage.

In some instances, harvesting will be done from a picking platform or an 18-foot ladder weighing up to 50 lbs. All workers must be able to lift and carry the ladder, as well as work from the top of the ladder. When workers use ladders for harvesting, workers will be required to pick up and return ladders to the wagon provided by employer at the end of each workday or as directed by employer or supervisor. Worker will complete harvest preparation including spreading liners in bins and rolling bins into blocks by hand.
Pay will be individual or team-based piece rate.

PEACH HAND HARVEST: Worker hand harvests peaches to quality standards. Worker will use harvesting basket and pick fruit while standing on the ground and higher branches while standing on a ladder. Worker will pick according to grade, color, and size by gently grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. Worker will fill bucket in a way that will distribute weight of produce evenly. Worker will carry basket of up to 60 lbs. and will place basket into wooden bins which hold approximately 10 bushels of fruit. Worker must always exercise care to prevent bruising of fruit or breaking of branches. Workers must be able to pick fruit without stem pulls, punctures, bruising or other damage which diminishes quality. Worker must also exercise care to prevent knocking fruit with the ladder or a prop. Observation of bruised, damaged or cull fruit by supervisors will result in progressive disciplinary action, outlined in work rules below. Worker may not pick up fruit that has been in contact with the ground. Worker must pick all fruit on the tree that meets quality standards.
Pay will be hourly.

b. Job Offer Information 2

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

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

Job requires worker to complete tasks in hand harvesting of apples, peaches, and grapes. Additional tasks will be general farms labor such as packing and sorting, pallet and bin repair and cleaning, tree training, tree planting, trellis construction and installation, farm equipment operation, vehicle, van or bus driving, building repair and farm construction, vineyard maintenance, vineyard pruning and thinning, suckering, tucking, lateral and leaf removal, disbudding, fruit thinning, canopy management, hand planting, vine replanting, vine layering and grounds maintenance.
Experience Requirement: 3 months verifiable experience in commercial tree fruit hand harvest. Applicants must furnish job references from employers of the last 5 years establishing acceptable prior experience.
Drug testing done at employers expense and not utilized as preemployment tool.

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - INBOUND/OUTBOUND TRANSPORTATION CONTINUED

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

Employer will arrange inbound transportation via charter of 48-50 seat bus, 10-20 seat passenger van, or commercial airplane as needed. Worker may select means of transportation to place of employment, however, reimbursement is limited to lesser of per worker cost of Employer provided transportation or most economical and reasonable common carrier transportation cost. Employer will advance inbound transportation amount no later than first workweek.

Criteria for benefit are identical for foreign and domestic workers. Worker may select means of transportation home, however, reimbursement is limited to lesser of per worker cost of Employer provided transportation or most economical and reasonable common carrier transportation cost. Worker who arranges own transportation assumes all liability and holds Employer harmless for damages, injuries, and personal or property losses, pays for transportation and subsistence and submits expense documents to Employer for reimbursement (as detailed above) to be paid by check sent via US mail or other delivery system worker requests.

Employer will not reimburse, pay for or provide outbound transportation and subsistence to worker who resides within reasonably commutable distance, who does not provide documentation of identity and employment eligibility required to complete Form I-9, who has knowledge at recruitment place that worker cannot perform job order duties, who abandons employment, or who is discharged for lawful job related reasons.

d. Job Offer Information 4

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*) *

Vehicle(s) used will be determined by needs of the day. If number of workers requiring transportation exceeds number of seats in vehicle, Employer will make multiple trips. Sometimes, workers may walk from housing to worksite location due to proximity. All employer provided vehicles are properly inspected and insured. All drivers are properly licensed.

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Season Commitment

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

Job offered requires worker be available for and worker agrees to work every day that work is available for entire employment period. Worker must be able to perform job description duties in safe manner consistent with established safety procedures.
Field work begins at assigned time shortly after daylight. Work may be scheduled during moderate rain, in high humidity, when trees are wet with dew/rain, and in temperatures as low as 30 degrees F and up to 105 degrees F. Worker should have suitable clothing for variable weather conditions.
Employer conducts and worker must attend orientation on workplace rules, harvest methods, crop specific issues, policies and safety information. Employer provides and worker must comply with instructions and general supervision.
Other duties assigned under this order will be consistent with Farmworkers and Laborers, Crop, Nursery, and Greenhouse under Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092.

f. Job Offer Information 6

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

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

1.Orchard Maintenance: Workers involved in orchard maintenance may be required to strip suckers or unwanted growth from trees, knock fruit off trees and strap and tie trees. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

2.Produce Checker: Worker may be required to analyze product boxes to ensure quality standards are being met. Supervisor will train workers to analyze product and ensure quality standards are fulfilled. When checking quality for the fruit, workers will walk through orchard rows and ensure product in boxes meet quality standards. Worker will report any quality issues to their supervisor. After quality standards are ensured, Worker will load 2 full boxes of fruit on forklift and line the boxes up as instructed by supervisor.

3.Thinning: Thinning is a manual process used to control the size and quality of grown fruit. Worker must possess ability to pick up and handle an 18-foot orchard ladder weighing 50 lbs. Worker will remove the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. Workers will be expected to be able to identify and remove fruit that is misshapen, damaged and/or with other quality problems as directed by supervisors. Thinning may be done from the ground or a ladder up to 16 feet in height or from a motorized platform.

4.Worker will care for young non-producing fruit trees including weeding, hoeing, trunk painting, and hand fertilizing and growth selection by hand and clipping as well as install, maintain and repair drip irrigation lines.

5.Worker will provide general labor to assist in the establishment of new orchard properties by clearing property, planting trees, building trellis, repair and spreading of composted material and any other labor considered necessary for the efficient structure of new orchard properties.

6.Worker will care for trees during growing process-and must recognize tree disease such as of blighted branches in apples.

7.Worker will prop and tie fruit trees and limbs or vines.

8.Worker will complete farm clean up tasks to include picking up garbage and sticks as well as weed around the orchard, removing old string and wire from trellis and orchard blocks, and other hand tasks.

9.Worker will complete farm/orchard maintenance and clean up tasks such as cutting down blocks of trees, cutting and stacking wood, picking up rocks and roots, clearing fence rows and painting outbuildings.

Pay will be hourly.

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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TREES

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

ATTACHING, TYING AND SPREADING TREES/TRAINING TREES: Worker will attach, train and position trees to the trellis system. This will include clipping, tying or spreading limbs and shoots to wire from ground or up to 8' ladder or from motorized platform. Worker will bend limbs to desired angle as instructed by supervisor.
Pay will be hourly.

TREE PLANTING: Worker will unbundle trees, handing with care to not to break and damage young trees. Worker will safely use knife to cut twine bundling trees. Worker must use care to not cut themselves or the bark of the tree when unbundling. Worker will plant trees mechanically with a planter and by hand. Worker will ride the ma
chine and place plants in the holes as the machine moves along the row. Tree graft union height will be adjusted by pulling the tree until at a specific height using a specially marked stick as a measure. Worker will straighten tree and compact soil around tree. Worker will be required to unload 60 lb. boxes of trees to be planted.
Pay will be hourly.

TREE TRANSPLANTING: Worker will dig up tree and transplant to new location then follow steps described for planting tree.
Pay will be hourly.

h. Job Offer Information 8

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

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

Worker will place metal earth anchors and end post, end angle post and inline post using tools such as shovel or posthole digger. Worker will assist in the placement of all wood posts so that the excavator can drill for posts. Posts are up to 14 feet tall. Posts may need to be re-aligned after placement with shovel, posthole digger, and level. Worker will pull wire down row and will anchor wire to each post with a barbed staple using a ladder if necessary. Worker will loop wire around end post and tie to metal earth anchor. Worker will then tie/train tree to the wire using rubber tabs or tube tie or metal clips. This may be performed by motorized platform or up to an 8' ladder. Worker will be required to lift up to 60 lbs. Workers will be asked by supervisor to raise and lower trellis system throughout growing season.
Pay will be hourly.

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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Worker will maintain and repair pallet bins as necessary before and during harvest. Worker may be required to paint or apply bin labels. Worker will inspect and remove debris found within and on the outside of the pallet bin. If debris cannot be removed, worker will set pallet bin aside and notify supervisor.
Pay will be hourly.

j. Job Offer Information 10

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

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

Worker will be required to sort through harvested boxes and remove debris including sticks and leaves, and apples not meeting quality standards. Worker will report quality issues to supervisor.
Pay will be hourly

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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

1.Pruning/Thinning – Worker will be required to prune numerous varieties of grape vines according to established company procedures based on the difference in the treatment of different varieties.
2.Suckering: Worker will remove shoots from the trunk of the vine, generally below the tie wire, according to supervisor instructions
3.Tucking: Worker will position shoots in an upward or downward position within the trellis wires. Wires may need to be manually moved during this process.
4.Lateral and leaf removal: Worker will remove the side, lateral shoots growing between the leaf petiole and the main shoot. Worker will remove leaves from around the fruit zone.
5.Disbudding: Worker will remove small shoots from canes.
6.Fruit thinning: Worker will remove excessive fruit from the shoot.
7.Canopy Management: Worker will perform vineyard canopy management to permit light and air to circulate around grapevines, including thinning fruit and removing shoots, leaves and vines. Worker will select and remove clusters as needed, as directed by supervisor. Worker may be required to hedge upper canopy by hand.
8.Hand Planting/Establishing Vineyard: Worker will plant vineyards and trees. These tasks will include repetitive and physically demanding shovel work and use of post-hole digger to install posts. Worker will provide general labor to assist in the establishment of new vineyard properties by clearing and/or preparing property, trellis construction activities, planting vines and other activities related to new vineyard establishment.
9.Vine re-planting: Worker will be required to dig out dead vine with a shovel and/or in conjunction with a tractor and auger and place a new vine in the hole, replacing the soil (with the graft 2 inches above the soil line) and gently tamp down around the new vine. Worker will then install a vine stave, tie the stave to the tie wire and tie the vine to the stave then place a grow tube around the new vine. This may be done in conjunction with use of an RTV.
10.Vine layering: Worker will remove dead vines with a shovel and/or in conjunction with a tractor and auger. Worker will use a cane that is growing from the base of the neighboring vine. Worker will cut a small “v” in the new cane, as directed by manager, and apply rooting hormone to the cut area. Worker will then dig out a trench/hole where the cane from the neighboring plant will be placed. Worker will replace the soil and gently tamp down. Worker will install stave and tie to the tie wire of the trellis. Worker will tie the new buried cane to the stave. Worker may place grow tubes as directed by manager.
11.RTV/Tractor/Loader operation for various vineyard tasks – Some workers may be required to operate equipment such as a tractor, loader or rough terrain vehicle (RTV) for various vineyard tasks. Employers will provide additional training for this task.

l. Job Offer Information 12

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

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

12.Additional Vineyard Tasks: Worker will perform tasks to maintain the vineyards. Tasks include but are not limited to:
•Worker will pick up garbage, sticks, and rocks throughout and around vineyard. Worker will weed vineyard by hand or using hoe.
•Worker will conduct replacement, removal and general maintenance of bird netting, deer fencing, and electric fences.
•Worker will remove twine and twist ties.
•Worker will conduct irrigation maintenance.
•Worker will perform complete cane winter protection tasks, including laying canes down on irrigation wire and securing to the wire using tie material.
•Worker will apply and remove netting as well as pull and install wire.
•Hand Hedging: Worker will use machete or pruners to cut the tops and sides of the vineyard row.
•Brush pulling: Worker will remove pruned canes from the trellis and put in the row middle.
•Tying: Worker will wrap canes around the tie wire and secure with tie material. Worker will generally use a staple or twist tie to complete task.
•Trellis maintenance: Worker will repair broken wires and/or hardware and replace staples in posts.
•Cleaning: Worker will complete general cleaning tasks including shop and vehicle/tractor cleaning as needed, plus bucket washing for/during harvest
Pay will be hourly.

GROUNDS MAINTENANCE: Worker will perform tasks to maintain grounds on farm. Tasks include but are not limited to: mowing grass with a push mower or riding lawn mower; weeding by hand or with a powered weed whipper; raking leaves; raking and leveling gravel; spreading mulch and/or wood chips; using a power washer to clean areas as directed; using a chainsaw to cut or remove tree limbs.
Pay will be hourly.

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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - DRIVING

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

FARM EQUIPMENT OPERATION: Some workers may be required to operate tractors, forklift, and other farm equipment during field operations. Before any worker is required to operate any farm equipment, the worker will be instructed in the proper and safe operation of a tractor and applicable equipment. Workers will be required to operate tractors and equipment according to instructions and in a manner that protects the operator, other workers, trees, crops, and equipment. Workers will be instructed on how to wash and sanitize equipment. If worker is eligible to drive under Michigan law and provides proof of no infractions from official source, Employer may require worker to drive semi-tractor. Failure to obey operating and safety instructions will result in progressive disciplinary action, described in attached work rules.
Pay will be hourly.

VEHICLE/VAN or BUS DRIVING: If worker is eligible to drive under Michigan law and provides proof of no infractions from official source, Employer may require worker to drive Employer-provided vehicle to and from the worksite and to locations within 40 miles as directed. To be eligible for driving job, worker must understand and agree to driving rules, as outlined in work rules below.
Pay will be hourly.

BUILDING REPAIRS/CONSTRUCTION: Worker may be required to conduct farm building repairs and cleaning on existing farm buildings and employer-provided housing, including painting, roof repairs, wall and floor repair. Worker may be requested to assist in the establishment of farm buildings in conjunction with employer's farming operations. Work will only be performed on work sites owned and operated by employer and only on as need basis. Worker will be required to safely use tools including hand tools and power tools such as drills and saws. Worker will be required to lift up to 60 lbs.
Pay will be hourly.

n. Job Offer Information 14

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

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

Employer retains possession and control of housing and will conduct weekly inspections for compliance with below rules. Worker and other housing occupants must vacate housing within 48 hours of termination of employment. No person not authorized by Employer may occupy housing. 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).
Employer distributes and posts housing rules listed below. Workers who do not comply with housing rules will face progressive discipline, up to and including termination of employment and removal from housing. Employer generally uses 3-step disciplinary process:
1) written warning for first violation,
2) written warning for second violation,
3) termination upon third violation.

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

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workers Comp & Pay Period Info

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

Worker's Compensation Insurance Carrier: Farm Bureau Insurance
Deadline for filing claim: 24 hours
Contact information for person who is to be notified in order to file a claim: Brian Grabemeyer at 269-208-5011

Pay Period: Pay period is Friday through Thursday, paid Friday.
Employer issues paper checks.

p. Job Offer Information 16

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

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

Contract hours represent anticipated work schedule. Prevailing practice results in adjusting hours and work schedule to meet agriculture needs due to crop conditions, weather, and requirement to send product to market when fresh. When hours per day exceed job order hours, Employer offers, but not requires worker additional hours.

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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - No Complete, No Re-Hire Policy

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

No Complete, No Re-Hire: Voluntary termination, abandonment or termination for lawful job-related reasons before specified end date will disqualify worker from future employment opportunities with Employer. For worker who resigns employment voluntarily, Employer will consider and evaluate special circumstances and hardship on case by case basis. Worker is required to notify Employer prior to voluntarily terminating employment to be considered and eligible for exemption to no complete, no rehire policy. If no notice provided, Employer sends wages due to worker's last known address. Worker must provide complete accurate address no later than first day of employment.
Worker may be disciplined and/or terminated for cause for violating work rules.

r. Job Offer Information 18

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

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

Disciplinary Process: Worker must work productively and in compliance with Employer policies and job instructions. Failure to follow rules and policies will result in worker discipline and may result in termination. Without limitation on at-will status, Employer generally uses 3-step disciplinary process: 1) written warning for first violation, 2) written warning for second violation and suspension without pay for up to one full day, 3) termination for third violation. Certain violations are so severe that they may result in termination without prior warning. Discipline Process is not contractual or guarantee of progressive discipline. Employer reserves right to determine appropriate discipline based on circumstances including the following lawful job-related reasons: a) not work efficiently or otherwise refuse without justified cause to perform directed work included in contract; b) commit serious act(s) of misconduct or serious or repeated violation(s) of employer work rules; c) fail after completing training period to perform work; d) abandon employment; e) falsify identification, personnel, medical, production or other records; f) fail or refuse to take drug test when requested (Employer reserves right to conduct for cause, non-discriminatory drug testing at Employer expense. Drug test will not be utilized as pre-employment tool.); or g) fail to obey directions.
Alcohol And/Or Drug Use: Worker must not be under influence or impaired by alcohol, prescription legal or illegal drugs or medications, or other substances that may adversely affect alertness, coordination, reaction response or safety during work hours. Employer may require alcohol and drug testing if reasonable suspicion that worker is under influence at work, when worker suffers injury and requires medical attention or regulatory agency reporting either while on duty, or while on Employer's work premises. Testing may also be required if worker is involved in workplace injury resulting in damage to property or injury to others. Grounds for reasonable suspicion include, but are not limited to observation of slurred speech, bloodshot eyes, erratic behavior, difficulty walking, difficulty performing assignments, paraphernalia, and/or the smell of alcohol or drugs on worker. Worker agrees to testing as a condition of employment. Testing done at employer’s expense and not utilized as a pre-employment tool

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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

Good Agricultural Practices
Primus
Worker Protection Standards
HACCP
Right to Know
Heat Safety

t. Job Offer Information 20

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.