

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



A. Job Offer Information

1. Job Title * Farmworkers, Laborers							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		122	122	3. First Date * 6/1/2023		4. Last Date * 8/27/2023	
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) *							7. Hourly Work Schedule *
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
							a. <u>7</u> : <u>00</u> ☒ AM ☐ PM
							b. <u>1</u> : <u>00</u> ☐ 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 \$	
\$ <u>17</u> . <u>34</u>		☒ HOUR ☐ MONTH		\$ <u>00</u> . <u>00</u>		None	
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): <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.) See Addendum C							

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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 <u>months</u> required. *		3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
☐ a. Certification/license requirements		☒ f. Exposure to extreme temperatures	
☐ b. Driver requirements		☒ g. Extensive pushing or pulling	
☒ c. Criminal background check		☒ h. Extensive sitting or walking	
☐ d. Drug screen		☒ i. Frequent stooping or bending over	
☒ e. Lifting requirement <u>50</u> lbs.		☒ 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 *			
3481 6th Court			
2. City *	3. State *	4. Postal Code *	5. County *
Wisconsin Dells	Wisconsin	53965	Adams
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
Hartung Brothers Inc. worksite			
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 *			
Midwest Housing Project, LLC- N5572 County Road, HWY B			
2. City *	3. State *	4. Postal Code *	5. County *
Plainfield	Wisconsin	54966	Waushara
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		10	120
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) *			
Gas, electricity, heat is provided; furniture, eating utensils are also provided. Family housing is not available and is not a prevailing practice in the area of intended employment. Housing complies or will comply with the following applicable standards, local, state, and federal, if required, for the state of "WISCONSIN".			
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

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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.)

If workers are housed at migrant camp, the employer will provide a free and convenient cooking and kitchen facility (including utensils) that will enable the workers to prepare their own meals. Kitchen facilities will include the necessary equipment, appliances (including refrigeration), cooking accessories, dishwashing facilities with adequate sinks that have hot and cold water under pressure that are in working condition to sufficiently prepare three (3) meals a day. If the kitchen facility becomes unavailable, we will hire a catering company to provide 3 meals per day and deduct \$15.46, the daily food amount as published in the Federal. Free transportation in an approved vehicle will be provided at least once each week for the workers to purchase food at the grocery store.

If workers are housed at Mekan River Inn (See Addendum C)

2. The employer: *

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

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

F. Transportation and Daily Subsistence

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

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

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

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

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than

\$ 15 . 46

per day *

b. no more than

\$ 59 . 00

per day with receipts

G. Referral and Hiring Instructions



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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.)

For referrals from beyond normal commuting distance, an application or resume can be sent to the employer for a telephone interview. Telephone interviews for this work will be scheduled from 10 a.m. to 4 p.m. Eastern Time, Monday- Thursday @ 239-872-3429, ask for Ray Ozuna. Resumes and applications can be emailed to rozuna213@gmail.com.

Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. Go to your local State Workforce/Job Center to inquire about this position. All workers should also be advised that they will be expected to work for the total period of employment 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.

-Applicants must be 18 years or older.

-This employer does participate in the E-Verify Program.

-Workers should bring with them original documentation of identity and employment eligibility documents (original documentation), sufficient to complete the I-9 form.

-A copy of the work contract or a copy of the ETA 790 in lieu of a work contract, and any modification, will be provided to the worker on the day the work commences.

2. Telephone Number to Apply *
+1 (239) 872-3429

3. Extension §
N/A

4. Email Address to Apply *
rozuna213@gmail.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:

- 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 * Ozuna	2. First (given) name * Ray	3. Middle initial §
4. Title * Owner		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/27/2023
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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
1150	Corn	\$ 17 ____ 34 ____	Hour	"None"
1112	Cucumbers	\$ 17 ____ 34 ____	Hour	"None"
3111	Tractor Driving	\$ 17 ____ 34 ____	Hour	"None"
1151	General Farm Labor	\$ 17 ____ 34 ____	Hour	"None"
1112	Cucumber Farming	\$ 17 ____ 34 ____	Hour	"None"
1112	Cucumber Picking	\$ 17 ____ 34 ____	Hour	"None"
1112	Cucumber Packing	\$ 17 ____ 34 ____	Hour	"None"
1112	Grading & Sorting	\$ 17 ____ 34 ____	Hour	"None"
		\$ ____ . ____		
		\$ ____ . ____		

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 §
Diversified Seed Producers, LLC	(BROGAN) 43.998068, -89.795055 Preston, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BZ-3/4 ORG) 43.830638, -89.612549 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(C-6) 44.045622, -89.631302 Richfield, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CARD NORTH) 44.044891, -89.644721 Richfield, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CARD WEST) 44.041714, -89.653462 Richfield, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(COON ORG) 43.771240, -89.700056 Jackson, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CP115) 43.830696, -89.886946 Quincy, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CP40) 43.820119, -89.881086 Quincy, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(DSP-1 ORG) 43.728460, -89.742463 Dell Prairie, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(DSP-3 ORG) 44.078993, -89.883273 Monroe, Wisconsin 54613 ADAMS	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(DYMOND ORG) 43.902913, -89.640252 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-07) 43.785850, -89.752208 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-09) 43.780233, -89.742767 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-14) 43.748659, -89.722737 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-16) 43.734472, -89.709219 Jackson, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-18) 43.734562, -89.727409 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(EAGLE ORG) 43.892224, -89.639226 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(FELL) 43.937664, -89.770967 Adams, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(FROZENE) 43.957121, -89.632338 Lincoln , Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(HEITMAN WEST) 43.769411, -89.804755 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122

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Diversified Seed Producers, LLC	(HICKS ORG) 43.942872, -89.655735 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(K-1/2/3 ORG) 43.767056, -89.767239 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(K-5/6 ORG) 43.776854, -89.762175 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(KAPPLE EAST) 43.990523, -89.789843 Preston, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(KOERNER ORG) 43.843125, -89.724264 Easton, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(LOCKWOOD/DITCH) 44.064804, -89.624435 Richfield , Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(LONESOME ACRES) 43.888890, -89.787466 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(MCGOWAN EAST) 43.844274, -89.624776 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(MCGOWAN WEST) 43.843545, -89.629716 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(OLSON) 43.717969, -89.701635 Dell Prairie, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(PRIMM WEST) 44.025590, -89.584678 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(SELENSKE EAST) 43.994543, -89.620556 Richfield, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(STAHL) 44.108581, -89.457794 Deerfield, Wisconsin 54943 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(TC-HOME) 44.078245, -89.595427 HANCOCK, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(TC-ROCK) 44.072669, -89.593277 HANCOCK, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(WISCO ORG) 43.941592, -89.680463 Lincoln, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(HARVEY WEST) 43.71182, -89.72285 Dell Prairie, Wisconsin 53965 ADAMS		6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(DEHMLow WEST) 43.84191, -89.91039 Quincy, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(KLIEN) 43.87445, -89.94315 Quincy, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PARK WEST & EAST) 44.00645, -89.83980 Strong's Prairie, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Diversified Seed Producers, LLC	(SCHMIDT ON 7TH) 43.98647, -89.71676 Richfield , Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(JEFFERSON ARKDALE) 43.99796, -89.90228 Strongs Prairie, Wisconsin 54613 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BRWESTER SOUTH) 43.99939, -89.88350 Strongs Prairie, Wisconsin 54613 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(LUCAS WEST) 44.00699, -89.87513 Strongs Prairie, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(DIPRIZIO) 43.96363, -89.66417 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(KOTLOWSKI EDGEWOOD) 43.87205, -89.92507 Quincy, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CONVERVANCY) 43.85260, -89.88364 Quincy, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(COLLINS EAST & WEST) 43.79459, -89.78728 Springville, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-11) 43.77156, -89.74383 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(P-3) 43.78511, -89.70904 Jackson, Wisconsin 53952 ADAMS	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(P-5) 43.77698, -89.70356 Jackson, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CHRISTENSEN 2&3) 43.69147, -89.72380 Dell Prairie, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(N6) 43.72434, -89.70113 Dell Prairie, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(EAST MORGAN) 43.85049, -89.71487 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(LITTLE PRAIRIE) 43.85018, -89.70072 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(GRABARSKI SOUTH) 43.85902, -89.70318 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BRACOB) 43.86527, -89.71097 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(KEREASIS EAST) 43.87318, -89.71155 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(WOHLFERT) 43.87984, -89.71169 Grand Marsh, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BADERS) 43.88525, -89.71415 Grand Marsh, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(STRONGS) 43.88213, -89.72367 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BREWSTER SOUTHEAST) 43.87963, -89.74316 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BREWSTER SOUTHWEST) 43.88036, -89.75254 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(JUNGENBERG) 43.88025, -89.77145 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(MIESTER) 43.88639, -89.78141 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(TIMMS) 43.92560, -89.69221 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(NEPSHA) 43.92587, -89.63538 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(AUSTIN SOUTH) 43.93935, -89.61581 Lincoln , Wisconsin 53964 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(KING) 43.94213, -89.62190 Lincoln , Wisconsin 53964 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(NAGEL EAST) 43.93428, -89.66147 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Diversified Seed Producers, LLC	(CHURCH HOME) 43.95659, -89.70550 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(FREDRICK) 43.97018, -89.71305 Lincoln , Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(GRANT) 43.96363, -89.73331 Adams, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BG HOME) 43.95632, -89.64255 Lincoln , Wisconsin 53964 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(A&W NORTH) 43.95851, -89.65348 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(LYONS) 44.00017, -89.63478 Richfield , Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(POTTER NORTH) 44.03002, -89.56814 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(APPS SOUTH) 44.04113, -89.56085 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BOHN) 44.05073, -89.50499 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(THE 80) 44.07325, -89.62034 Colburn, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Diversified Seed Producers, LLC	(H&J SHOP) 44.11554, -89.64647 Colburn, Wisconsin 54943 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(SMOKES) 44.06421, -89.61318 Richfield, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(5D) 44.06433, -89.60623 Richfield, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(F-1) 44.05798, -89.59953 Richfield, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(LEONE) 44.05835, -89.58966 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(EAST ELY) 44.05095, -89.56246 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(F-3) 44.05835, -89.55293 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(F-5) 44.06674, -89.58288 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(AIRPORT&RUNWAY) 44.05829, -89.56906 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PINEGROUND) 44.07155, -89.58614 HANCOCK, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Diversified Seed Producers, LLC	(F-8) 44.08530, -89.55928 HANCOCK , Wisconsin 54943 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PAUL SOUTH) 44.09570, -89.60427 Colburn, Wisconsin 54943 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(FENSKE FARM) 43.98543, -89.46083 Richford, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BARTSCH SHOP) 44.11556, -89.57825 HANCOCK , Wisconsin 54943 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PRINCE 1) 44.15160, -89.62408 Colburn, Wisconsin 54943 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PRINCE 4) 44.15030, -89.63464 Colburn, Wisconsin 54943 ADAMS	"None"	6/1/2023	8/27/2023	122
Hartung Brothers, Inc.	43.768887, -89.699308 Jackson, Wisconsin 53952 ADAMS	"None"	6/1/2023	6/1/2023	122
Hartung Brothers, Inc.	(K-1 South) Hwy 82 & 9th (Southside) N1/2 of SE1/4 Adams, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Hartung Brothers, Inc.	(K-4) Hwy 82 & 9th (Northside) NW1/4 of NE1/4 Adams, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(10TH AVE ORG) 43.942729, -89.782807 Adams, Wisconsin 53964 ADAMS	"None"	6/1/2023	8/27/2023	122

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Diversified Seed Producers, LLC	(BIG FLATS) 44.122227, -89.762781 Big Flats, Wisconsin 54943 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(C-5) 44.045421, -89.623440 Richfield, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CARDO SOUTH) 44.041633, -89.645636 Richfield, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(COTTONVILLE WIPER) 44.050796, -89.579628 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(DALTON ORG) 43.912631, -89.700075 Lincoln, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(DSP-4 ORG) 43.723770, -89.745647 Dell Prairie, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-08) 43.786110, -89.742822 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-15 ORG) 43.742385, -89.698420 Jackson, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-19) 43.711049, -89.722944 Dell Prairie, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(FOSTER) 44.076398, -89.626462 Colburn, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Diversified Seed Producers, LLC	(HELMS BIG) 43.719207, -89.712939 Dell Prairie, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(K-4 ORG) 43.772536, -89.763809 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(KAPPLE WEST) 43.993255, -89.794898 Preston, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(LONESOME 40) 43.888665, -89.795119 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(MCGOWAN NORTH) 43.850595, -89.625936 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PRIMM EAST) 44.025675, -89.577264 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(TC-IVY) 44.059306, -89.609584 Richfield, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(ZBELL ORG) 43.933925, -89.642888 Lincoln, Wisconsin 53964 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(DEHMLow EAST) 43.84581, -89.90523 Quincy, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(SCHMIDT ON J) 43.98603, -89.72997 Preston, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(BRESTWER NORTH) 44.00662, -89.88284 Strongs Prairie, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(LUCAS EAST) 44.00699, -89.86753 Strongs Prairie, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(QUINCY) 43.88047, -89.93168 Quincy, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PODOLL ON 10TH) 43.81584, -89.77487 Springville, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(P-4) 43.78052, -89.71164 Jackson, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CHRISTENSEN 4) 43.69502, -89.73101 Dell Prairie, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PRAIRIE) 43.85049, -89.70765 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(GRABARSKI BECKY) 43.84351, -89.71025 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(KEREASIS WEST) 43.87318, -89.70274 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BOLSTER) 43.88525, -89.72165 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(BREWSTER NORTHEAST) 43.88660, -89.74316 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(EASTON) 43.88681, -89.77246 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(WAYZI) 43.92711, -89.62585 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PAUSE) 43.93953, -89.60937 Lincoln , Wisconsin 53964 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(NAGEL WEST) 43.93434, -89.66576 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(EASTERLY) 43.96375, -89.71529 Lincoln , Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(A&W SOUTH) 43.95851, -89.65433 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(POTTER SOUTH) 44.01881, -89.59283 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BEGS) 44.06854, -89.66337 Colburn, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(H&J LEONARD) 44.07563, -89.61413 Colburn, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(6C) 44.06717, -89.61593 Richfield , Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(TC-LEONE) 44.05835, -89.59464 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PETERSON) 44.05125, -89.55301 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(F-6) 44.06489, -89.55765 COLOMA, Wisconsin 54943 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(F-7) 44.08061, -89.56434 HANCOCK , Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BARTEL) 44.04671, -89.36109 Dakota, Wisconsin 54982 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(SHAMBAUGH) 44.13078, -89.58812 HANCOCK , Wisconsin 54943 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CHAD) 44.06698, -89.59293 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Hartung Brothers, Inc.	(DSP-BZ2) 43.8361138, -89.6275421 Grand Marsh, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BEUTLER 6) 44.033292, -89.421620 Richford, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(CAMPBELL ORG) 43.919587, -89.624993 Lincoln , Wisconsin 53964 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CP20) 43.831143, -89.896547 Quincy, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-06) 43.791757, -89.745210 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-17) 43.727901, -89.708433 Dell Prairie, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(GOLD HOME) 44.072351, -89.602079 Colburn, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(KALOWKSI) 43.827922, -89.905970 Quincy, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(MASON ORG) 43.855751, -89.771722 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(QUINNELL) 43.978491, -89.925701 Strongs Prairie, Wisconsin 54613 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(THORSON) 43.905255, -89.701954 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(Kotlowski Z) 43.89468, -89.93354 Quincy, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(BREWSTER EAST) 43.99968, -89.87228 Strongs Prairie, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(HEITMAN EAST) 43.76721, -89.78963 Springville, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CHRISTENSEN 1) 43.69586, -89.71384 Dell Prairie, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(GRABARSKI HOME) 43.854769, -89.69293 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PAIN) 43.87984, -89.70318 Grand Marsh, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BREWSTER NORTHWEST) 43.88525, -89.75283 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(M&G) 43.93786, -89.62225 Lincoln , Wisconsin 53964 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(MARTIN) 43.96351, -89.70790 Lincoln , Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(A&W TEX) 43.96419, -89.64243 Lincoln , Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PAYNE) 44.05966, -89.62568 Richfield , Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(REBHORN) 44.05859, -89.61541 Richfield, Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(F-4) 44.07031, -89.58057 HANCOCK, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(S&J) 44.09186, -89.56797 HANCOCK, Wisconsin 54943 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PRINCE 2) 44.15948, -89.60125 Leola, Wisconsin 54943 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CHRISTENSEN) 43.702336, -89.733595 Dell Prairie, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(E-12) 43.770860, -89.732274 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(JEPSON) 44.050008, -89.572024 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(MEYER ORG) 43.827158, -89.808434 Easton, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(B&82) 43.77157, -89.72193 Springville, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(DEHMLow SOUTH) 43.83789, -89.91271 Quincy, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(BIG MORGAN) 43.85049, -89.72266 Easton, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(ALLEN) 43.87973, -89.73190 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BRONCO) 43.93255, -89.61752 Lincoln , Wisconsin 53964 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(ELY HOME) 44.03687, -89.56728 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(AUSTIN NORTH) 43.945003, -89.614948 Lincoln , Wisconsin 53964 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(SELENSKE WEST) 43.994590, -89.630994 Richfield , Wisconsin 54930 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(LITTLE GRANT) 43.95770, -89.73537 Adams, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(DSP-2 ORG) 44.070972, -89.881485 Monroe , Wisconsin 54613 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(PATTY) 43.99459, -89.72706 Preston, Wisconsin 53934 ADAMS	"None"	6/1/2023	8/27/2023	122
Hartung Brothers, Inc.	(DSP-BZ 3/4) 43.8256568, -89.6109751 Grand Marsh, Wisconsin 53952 ADAMS	"None"	6/1/2023	8/27/2023	122

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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 §
Hartung Brothers, Inc.	(BZ-2) County E & Ember SE1/4 of NE1/4 Adams, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Hartung Brothers, Inc.	(BZ-1 North) County E & Ember N1/2 of SE1/4 Adams, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(V-55) 44.06199, -89.57473 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(NICHOLS) 43.86579, -89.72180 Easton, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(LINCOLN SOUTH ORG) 43.910860, - 89.680567 Lincoln, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Hartung Brothers, Inc.	(Feldman) 10th Ave & Edgewood N1/2 of NE1/4 Adams, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(H&J COUNTY C) 44.10901, -89.62510 Colburn, Wisconsin 54943 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(AUSPARAGUS) 43.89627, -89.78473 Adams, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(P-1&2) 43.80782, -89.71236 Jackson, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(TC-EAST) 44.079344, -89.590549 HANCOCK, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122

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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 §
Diversified Seed Producers, LLC	(FELDMAN ORG) 43.859422, -89.762338 Easton, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BZ-1/2 ORG) 43.837950, -89.621455 New Chester, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BADGER) 44.12320, -89.56795 HANCOCK , Wisconsin 54943 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(CHURCH) 44.05292, -89.58597 COLOMA, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122
Hartung Brothers, Inc.	(DSP-Wisco) 43.9417993, -89.6782194 Grand Marsh, Wisconsin 53936 ADAMS	"None"	6/1/2023	8/27/2023	122
Hartung Brothers, Inc.	(DSP-K2) 43.7663573, -89.7582424 Wisconsin Dells, Wisconsin 53965 ADAMS	"None"	6/1/2023	8/27/2023	122
Hartung Brothers, Inc.	(K-2 North) Hwy 82 & 9th (Southside) NE1/4 of SW1/4 Adams, Wisconsin 53910 ADAMS	"None"	6/1/2023	8/27/2023	122
Diversified Seed Producers, LLC	(BEUTLER SOUTH) 44.025830, -89.419641 Richford, Wisconsin 54930 WAUSHARA	"None"	6/1/2023	8/27/2023	122

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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☐ Employer-provided ☒ Rental or public accommodations	N1264 County Road B (Mecan River Inn) Coloma, Wisconsin 54930 WAUSHARA	Gas, electricity, heat is provided; furniture, eating utensils are also provided. Family housing is not available and is not a prevailing practice in the area of intended employment. Housing complies or will comply with the following applicable standards, Local, State and Federal, if required for the state of "WISCONSIN".	8	16	☒ Local authority ☐ SWA ☒ Other State authority ☒ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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



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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 (<i>up to 3,500 characters</i>) * Workers will perform assigned duties as instructed by their supervisor, either in the cucumber fields or at the cucumber sorting/ grading shed. In the field, workers will be required to hand weed around corn, cucumbers and soy beans. Workers will also be assigned a row or series of rows and will be required to pick by hand or machine according to criteria described and demonstrated by managers such as size, color and maturity of the cucumbers and place them in field containers or wagons. Workers may be asked to drive tractors in the field, shovel, haul, spread manure, dig holes, ditches and trenches, stake rows or tie off plants and row markers. Workers may also be asked to manually plant, cultivate, harvest, count, use hand tools such as shovels, trowels, hoes, tampers, pruning hooks, shears, and knives. As needed, workers may be asked to repair fences and farm buildings and clean farm equipment. Workers at the grading/ sorting shed will be responsible for unloading containers and wagons on to the conveyors. The grading / sorting process includes visual inspections, hand sorting, removal of debris, waste, and other foreign materials that are with the raw product as it moves along the conveyor system. As the cucumbers are sorted by size, workers may be asked to drive forklifts to move the product away from the sorting deck, clean equipment and shed area. All workers will complete safety training before working around any farm equipment or shed machinery. With confirmation of a valid license, a few workers may be asked to drive other workers to/from housing to fields and to the grocery store once a week. De-tassel Seed Corn: Must be able to walk miles per day while pulling all tassels from plants within the designated female rows, including tassels on tiller/sucker plants. Tassels will be pulled as they emerge and before shedding pollen. Hand weeding, volunteering, and rogueing activities will also be performed. Workers will use a hook to cut stalk at the root and remove all rogues or off type plants that has grown incorrectly or is defective from within and between seed cornrows.			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * - Social Security - Federal Tax - State Tax (if required) - Meals (if required) - Inadvertent Overpayments (if required) - Loan/Advance Repayments (if required) - Court & Government ordered garnishments (if required) - Damage to tools, equipment, or housing (other than normal wear and tear, if required) - Postage /Wire Fees for checks sent to workers home or bank account (if required) - Medical Expenses, not related to Workers' Compensation (if required)			

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements- B.6. Criminal Background Check
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The company may conduct criminal background checks on all new applicants for employment. Seasonal Employees seeking rehire will not be required to submit a new background check. For purposes of this policy, rehires shall be defined consistently with IRCA's employment eligibility re-verification requirements for former hires. As a general rule, absent compelling circumstances, qualified applicants with criminal records will not be considered for employment if any of the following criteria are met: The conviction was for a violent crime against one or more persons or property, (e.g., battery, assault, lewdness, sexual battery, molestation, arson or criminal mischief); The conviction was for any felony committed or which resulted in the applicant's incarceration at any time within the past 5 years (i.e., a crime which subjects the individual convicted to imprisonment for longer than a year); or The conviction was for a crime committed or which resulted in the applicants incarceration at any time within the past 5 years involving theft or disorderly conduct. Employer has identified these limited categories of recent criminal convictions as those which raise an unnecessary risk of further criminal conduct and the potential of injury to co-workers due to the physically strenuous work being offered with communal temporary living quarters and daily transportation to and from the place of employment which is being provided. For purposes of this policy, a plea of nolo contendere to a disqualifying criminal record as described above shall be deemed to be a disqualifying event for employment purposes, irrespective of whether adjudication was withheld. Employer will pay all fees associated with conducting a criminal background check on any applicants.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * A 14-day trial period, the employee will receive warnings, hours may be reduced to the minimum allowed in the certified petition or terminated. Workers may stand in one place for long periods of time and must be able to climb, stand, sit, stoop, squat, kneel, crouch, bend (from the waist), push, pull reach, and lift while performing their required job duties. To ensure the safety of all employees, those operating machinery must be able to communicate with and adequately follow instructions given by supervisors. Employer reserves the right to restrict employees from operational duties who do not demonstrate proficiency to communicate effectively with supervisors to follow instructions and operate all equipment safely at all times to avoid placing other employees and members of the public at risk.			

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - null
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Three (3) months experience in corn de-tasseling and cucumbers. Applicants must be 18 years or older per liability insurance requirements. Employer may conduct background checks on all new applicants for employment at employer's expense. Workers participates in the Food Safety Program. Workers should come prepared wearing appropriate clothing and footwear for the environmental and working conditions described. Cell phone can only be used during breaks, emergencies, and communicated with supervisor when needed. All tools, supplies and equipment will be provided at no cost to the workers. Lifting requirement may have a range of 5 - 50 lbs. Workers must not have any physical limitations that would prevent them from performing duties of job, with or without reasonable accommodation. Workers must have ability to climb ladder and work on an elevated platform. Quickly work with one or both arms and hands, reaching and grabbing out in sorting process.			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Section. A.11 State all deductions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers may be offered more than the standard hours of work in a single workday. Workers may volunteer to work additional hours and hours on Sundays when work is available. Hours of work may increase/decrease depending on crop yield and/or weather and can occur at any time throughout the season.			

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 *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Section. A.11 State all deductions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Raises and end of the season bonuses may be offered to any seasonal worker, at the employer's discretion, based on individual factors including but not limited to, performance, experience, number of hours worked in the season, number of seasons worked with the company, adherence to work rules and ability to follow supervisor's instructions.			

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - null
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Inbound: Employer will provide and pay lodging in Consulate city, a charter bus/van/public transportation provided to the place of employment from Consulate. Employer will reimburse the worker for transportation cost from place of recruitment to consulate and daily subsistence (including travel insurance) to the employers. Worksite from 50 percent of the contract period. Subject to change with publication of new rates by the Office of Foreign Labor Certification in the Federal. Registered workers who provide receipts for meals and non-alcoholic beverages in excess of \$15.46 will be reimbursed up to the maximum amount of \$59.00 per 24- hour period of travel per 20 CFR 655.122(h)(1). **Note: Due to possible Date of Need changes, the worker may be required to purchase travel insurance, if available. Outbound: Employer will provide or pay for charter bus services or other modes of transportation to groups of workers, or permit workers to select an means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved. Employer will follow all H-2A regulations and assurances 7.B of this clearance order to pay for outbound travel based on the different circumstances that arise.			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - null
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Free transportation will be provided from the employer-provided housing to the worksite and return to housing each day. Free transportation is offered to U.S. Domestic workers, who do not reside in employer-provided housing. These workers will be picked up from employer-provided housing or designated reporting site, to the worksite and return each day Monday-Saturday (7am-1pm). Transportation, at no cost will be provided to the grocery store and or laundry mat once each week on Sunday's (8am-1pm). Transportation will be provided at no cost for the workers as needed for personal errands such as: Medical, Check cashing, Consulate appointments. Pride Harvesting, LLC will provide the following authorized (Farm Labor Contractor Certificate of Registration) modes of transportation that will be used each day as indicated on the daily transportation schedule. 1. 2001 International Bus (VIN# 1HVBRAAP31A916077); 45 Seat Capacity. 2. 2011 Nissan Van (VIN# JN8AE2KP4B9005409); 7 Seat Capacity 3. 1999 International Bus (VIN# 1HVBBAAN9XH698844); 45 Seat Capacity. 4. 2002 International Bus (VIN# 1HVBBAAN52H536881); 45 Seat Capacity. Daily Transportation Schedule: Monday- Saturday 7:00am-1:00pm Sunday Laundromat/ Grocery Store 8:00am- 1:00pm *Daily Transportation Schedule may vary due to unforeseen circumstances.			

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - null
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer will offer three meals per day (Breakfast, Lunch, and Dinner) and will charge the workers \$15.46 per day (\$108.22 per week). Subject to change with the publication of new rates by the OFLC in the Federal Register. Workers will be receiving their meals from Los Morales Authentic Mexican Restaurant (16 workers). Workers will stop at Mekan River Inn (In Front) every morning for breakfast and lunch. Dinner will be delivered to Mekan River Inn (In Front). When workers are not working, it is the responsibility of the employer to offer workers three meals per day. Free transportation in an approved vehicle will be provided at least one each week for the workers to purchase non-perishable food items at the grocery store if workers choose to do so.			

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