

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



**A. Job Offer Information**

1. Job Title * <b>Farm Workers, Diversified Crop</b>							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		<b>175</b>	<b>175</b>	3. First Date * <b>6/1/2023</b>		4. Last Date * <b>9/10/2023</b>	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
<b>50</b>	a. Total Hours	<b>9</b>	c. Monday	<b>9</b>	e. Wednesday	<b>9</b>	g. Friday
<b>0</b>	b. Sunday	<b>9</b>	d. Tuesday	<b>9</b>	f. Thursday	<b>5</b>	h. Saturday
						a. <b>7</b> : <b>30</b> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. <b>5</b> : <b>00</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)  <b>See Addendum C</b>							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
<b>\$ 13 .67</b>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		<b>\$ _____</b>			
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.)  <b>See Addendum C</b>							

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



**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) See Addendum C			

**C. Place of Employment Information**

1. Place of Employment Address/Location *			
5 R.W. Dubose Road			
2. City *	3. State *	4. Postal Code *	5. County *
Ridge Spring	South Carolina	29129	Edgefield
6. Additional Place of Employment Information. (If no additional information, enter " <b>NONE</b> " below) * See Addendum C			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

**D. Housing Information**

1. Housing Address/Location *			
centrally located, see attachment			
2. City *	3. State *	4. Postal Code *	5. County *
Ridge Spring	South Carolina	29129	Edgefield
6. Type of Housing (check only one) * <input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		7. Total Units * 36	8. Total Occupancy * 924
9. Identify the entity that determined the housing met all applicable standards: * <input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) * Housing type vary by location and includes mobile home and block. Hotel/Motel will be used if needed. See housing addendum for each location			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

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



**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.)

Workers who are entitled to live in employer farm housing may prepare their own meals by use of conveniently located, full-service kitchens. Kitchens include basic cooking utensils and pots and pans for employee use. No charge will be made to workers for use of the equipment unless items are either removed from the premises or damaged beyond normal wear and tear condition. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

2. The employer: \*

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

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

**F. Transportation and Daily Subsistence**

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

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

See Addendum C

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

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

See Addendum C

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

a. no less than

\$ 15 . 46

per day \*

b. no more than

\$ 59 . 00

per day with receipts

**G. Referral and Hiring Instructions**

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



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

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

See Addendum C

2. Telephone Number to Apply \*  
+1 (803) 685-5381

3. Extension §  
4000

4. Email Address to Apply \*  
H2a@titanfarms.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).



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

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 655.122(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).





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

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



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

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 * Carr	2. First (given) name * Lori Anne	3. Middle initial §
4. Title * Vice President		

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



5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/30/2023
--	-------------------------------

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



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



**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
	Pruning - Small Trees	\$ 00 21	Piece Rate	Pruning Small Trees - \$.21 piece rate. The piece rate per tree for pruning small trees (two years of age and under) will be a minimum of \$0.21 per tree pruned. You must prune at least 36 small trees per hour. The estimated hourly rate for Pruning – Small Trees is \$7.56 per hour. \$13.67 per hour is guaranteed.
	Pruning - Medium Trees	\$ 00 66	Piece Rate	Pruning – Medium Trees - \$.66 piece rate. The piece rate per tree for pruning medium trees (three to five years in age) will be a minimum of \$.66 per tree pruned. You must prune at least 11 medium trees per hour. The estimated hourly rate for Pruning – Medium Trees is \$7.26 per hour. \$13.67 per hour is guaranteed.
	Pruning - Large Trees	\$ 01 10	Piece Rate	Pruning – Large Trees - \$1.10 piece rate. The piece rate per tree for pruning large trees (six years of age and over) will be a minimum of \$1.10 per tree pruned. You must prune at least 7 large trees per hour. The estimated hourly rate for Pruning – Large Trees is \$7.70 per hour. \$13.67 per hour is guaranteed.
	Thinning - Medium Trees	\$ 00 91	Piece Rate	Thinning – Medium Trees - \$.91 piece rate. The piece rate per tree for thinning medium trees (three to five years in age) will be a minimum of \$.91 per tree thinned. You must thin at least 8 medium trees per hour. The estimated hourly rate for Thinning – Medium Trees is \$7.28 per hour. \$13.67 per hour is guaranteed.
	Thinning - Large Trees	\$ 01 82	Piece Rate	Thinning – Large Trees – \$1.82 piece rate. The piece rate per tree for thinning large trees (six years of age and over) will be a minimum of \$1.82 per tree. You must thin at least 4 trees per hour. The estimated hourly rate for Thinning – Large Trees is \$7.28 per hour. \$13.67 per hour is guaranteed.
	Hourly Crop	\$ 13 67	Hour	AWER Rate
	Broccoli Harvest	\$ 01 45	Piece Rate	The piece rate paid for Broccoli harvest will be \$1.45 per US Bushel (box) of broccoli harvested. This minimum piece rate may be adjusted upward at the sole discretion of the employer to account for adverse conditions affecting the level of effort required to accomplish the harvest according to the required specifications as described above. You are required to harvest at least 5 boxes per hour. The estimated hourly rate for Broccoli harvest is \$7.25 per hour. \$13.67 per hour is guaranteed.
	Peach Harvest	\$ 00 56	Piece Rate	\$0.56 piece rate. The piece rate for peach harvest will be a minimum of \$0.56 per 3/4 US Bushel (Bag) of peaches harvested. This minimum piece rate may be adjusted upward at the sole discretion of the employer to account for adverse conditions affecting the level of effort required to accomplish the harvest according to the required specifications, as described above. You are required to harvest at least 13 bags per hour. The estimated hourly rate is \$7.28 per hour, \$13.67/hour is guaranteed.
		\$ .		
		\$ .		

**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 §
Titan Peach Farms, Inc	Derrick Road Johnston, South Carolina 29832 EDGEFIELD	Aiken 260	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Old Plank Road Ridge Spring, South Carolina 29129 EDGEFIELD	Alexander	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 191 Johnston, South Carolina 29832 EDGEFIELD	Alexander 2	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 191 Johnston, South Carolina 29832 EDGEFIELD	Alexander 3	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 191/Dickert Road Batesburg, South Carolina 29006 SALUDA	Autry	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Airport Road Johnston, South Carolina 29832 EDGEFIELD	Barnes	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Anderson Road Ridge Spring, South Carolina 29129 EDGEFIELD	Bell 1	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Anderson Road Ridge Spring, South Carolina 29129 SALUDA	Bell 2	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Ridgeview Lake Road Ridge Spring, South Carolina 29129 SALUDA	Bell 3	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Ridgeview Lake Road Ridge Spring, South Carolina 29129 SALUDA	Bell 4	6/1/2023	9/10/2023	175

**D. Additional Housing Information**

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 §
Titan Peach Farms, Inc	Highway 23 Ward, South Carolina 29168 SALUDA	Bell 5	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 23 Ward, South Carolina 29168 SALUDA	Bell 6	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 23 Ward, South Carolina 29168 SALUDA	Bell 7	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 19 Trenton, South Carolina 29847 EDGEFIELD	Benny's	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Egg House Road Trenton, South Carolina 29847 EDGEFIELD	Berry Place	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Egg House Road Trenton, South Carolina 29847 EDGEFIELD	Berry Place	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 19 Trenton, South Carolina 29847 EDGEFIELD	Bill Penn	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 19 Trenton, South Carolina 29847 EDGEFIELD	Bill Williams 1	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 19 Trenton, South Carolina 29847 EDGEFIELD	Bill Williams Home Place	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Old Plank Road Ridge Spring, South Carolina 29129 EDGEFIELD	Boatwright	6/1/2023	9/10/2023	175

**D. Additional Housing Information**

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 §
Titan Peach Farms, Inc	Ridgeview Lake Road Ridge Spring, South Carolina 29129 SALUDA	Brumbles	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Hair Road Ridge Spring, South Carolina 29129 EDGEFIELD	Bush Place	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 191 Johnston, South Carolina 29832 EDGEFIELD	Cell Tower	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	McCreight Road Johnston, South Carolina 29832 EDGEFIELD	Charlie Rauton	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 1 Batesburg, South Carolina AIKEN	Chicken House	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Waterworks Raod Ridge Spring, South Carolina 29129 EDGEFIELD	Clark	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 19 Trenton, South Carolina 29847 EDGEFIELD	Cook 1	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD	Cumbee	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 39 Ridge Spring, South Carolina 29129 EDGEFIELD	Cumbee - RS	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 39 Trenton, South Carolina 29847 EDGEFIELD	Danny Day	6/1/2023	9/10/2023	175

**D. Additional Housing Information**

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 §
Titan Peach Farms, Inc	Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD	Davis	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD	Davis 2	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Ridgeview Lake Road/Hwy 23 Ridge Spring, South Carolina 29129 EDGEFIELD	Davis 3	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Davis Road/State Road Ridge Spring, South Carolina 29129 EDGEFIELD	Davis Land	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Airport Raod Trenton, South Carolina 29847 EDGEFIELD	Doc. Watson 1	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 19 Trenton, South Carolina 29847 EDGEFIELD	Doc Watson 2	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Rachel Road Ridge Spring, South Carolina 29129 EDGEFIELD	Doran	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Rachel Road Ridge Spring, South Carolina 29129 EDGEFIELD	Ed Gregory	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	mt. Calvary road Ridge Spring, South Carolina 29129 EDGEFIELD	Farmer	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Mt. Calvery Road Ridge Spring, South Carolina 29129 EDGEFIELD	Farmer	6/1/2023	9/10/2023	175

**D. Additional Housing Information**

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 §
Titan Peach Farms, Inc	Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD	FB Smith	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Woodyard Road Johnston, South Carolina 29832 EDGEFIELD	Ficik	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 191 Johnston, South Carolina 29832 EDGEFIELD	Franklin	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 23/Topaz Road Hibernia, South Carolina SALUDA	Frick	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 191 Johnston, South Carolina 29832 EDGEFIELD	Gene Holmes	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Archie Ware Road Ridge Spring, South Carolina 29129 EDGEFIELD	George Rhoden	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD	Guy Rultand	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD	Guy Rutland II	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Airport Road Trenton, South Carolina 29847 EDGEFIELD	Hamp Holmes 1	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Airport Road Trenton, South Carolina 29847 EDGEFIELD	Hamp Holmes 2	6/1/2023	9/10/2023	175

**D. Additional Housing Information**



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 §
Titan Peach Farms, Inc	Pine House Road Trenton, South Carolina 29847 EDGEFIELD	Hamp Holmes 3	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Marsh Place Road Trenton, South Carolina 29847 EDGEFIELD	Hamp Holmes 4	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	State Hwy S-19-149 Trenton, South Carolina 29847 EDGEFIELD	Hamp Holmes 5	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Marsh Place Road Trenton, South Carolina 29847 EDGEFIELD	Hamp Holmes 6	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	HE Holmes Road Ridge Spring, South Carolina 29129 EDGEFIELD	Hamp Holmes Shed	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 19 Trenton, South Carolina 29847 EDGEFIELD	Harry Miller	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Pitts Branch Ridge Spring, South Carolina 29129 SALUDA	Herlong 1	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Pitts Branch Ridge Spring, South Carolina 29129 SALUDA	Herlong 2	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Ridgeview Lake Road Hibernia, South Carolina SALUDA	Herrin	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Hwy 23/Corley Pond road Ridge Spring, South Carolina 29129 SALUDA	Hibernia	6/1/2023	9/10/2023	175

**D. Additional Housing Information**

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 §
Titan Peach Farms, Inc	RW DuBose Road Ridge Spring, South Carolina 29129 EDGEFIELD	Home Place	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Fieldstone Road Holly Hill, South Carolina ORANGEBURG	Hutto	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 23 Ridge Spring, South Carolina 29129 EDGEFIELD	Hwy 23	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 23 Ridge Spring, South Carolina 29129 SALUDA	Hwy 23 II	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 23 Trenton, South Carolina 29847 EDGEFIELD	Hwy 25	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 23 Trenton, South Carolina 29847 EDGEFIELD	Hwy 25	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 23 South Carolina SALUDA	Ida Lou	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Derrick Road Johnston, South Carolina 29832 EDGEFIELD	Jackson 1	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Derrick Road Johnston, South Carolina 29832 EDGEFIELD	Jackson 2	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Vance Road Bowman, South Carolina ORANGEBURG	Landcaster	6/1/2023	9/10/2023	175

**D. Additional Housing Information**

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 §
Titan Peach Farms, Inc	Lawson Pond Lane Cross, South Carolina SALUDA	Lawson Pond	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Ridgeview Lake Road Ridge Spring, South Carolina 29129 EDGEFIELD	LM Asbill	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 191 Johnston, South Carolina 29832 EDGEFIELD	McClain	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 191 Johnston, South Carolina 29832 EDGEFIELD	Mills	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Airport Road Trenton, South Carolina 29847 EDGEFIELD	Murphy	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Airport Road Trenton, South Carolina 29847 EDGEFIELD	Murphy II	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Hwy 23/Grapvine Road Hibernia , South Carolina EDGEFIELD	Murray	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Beech creek road johnston, South Carolina 29832 EDGEFIELD	MW Yonce	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	McCreight Road Johnston, South Carolina 29832 EDGEFIELD	Nicholson	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 23 Ridge Spring, South Carolina 29129 EDGEFIELD	Norris Brroks	6/1/2023	9/10/2023	175

**D. Additional Housing Information**

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 §
Titan Peach Farms, Inc	McCreight Road Ridge Spring, South Carolina 29129 EDGEFIELD	Noel.	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Airport Road Trenton, South Carolina 29847 EDGEFIELD	Padgett	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 191 Ridge Spring, South Carolina 29129 EDGEFIELD	Pond House	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD	Possum Hollow	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Ridgeview Lake Road Ridge Spring, South Carolina 29129 EDGEFIELD	Preston Yonce	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Early Sims Road Monetta , South Carolina AIKEN	Quattlebaum	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Mt. Calvary Road Trenton, South Carolina 29847 EDGEFIELD	Rainsford	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Mt. Calvary Road Edgefield, South Carolina 29824 EDGEFIELD	Rauton	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	McCreight Road Johnston, South Carolina 29824 EDGEFIELD	Ronald Clark	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	McCreight Road Edgefield, South Carolina 29824 EDGEFIELD	Rutland	6/1/2023	9/10/2023	175

**D. Additional Housing Information**

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 §
Titan Peach Farms, Inc	Old State Road Holly Hill, South Carolina ORANGEBURG	Santee	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	mccreight road johnston, South Carolina 29832 EDGEFIELD	scott place	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 191 Johnston, South Carolina 29824 EDGEFIELD	Siegler	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Ridgeview Lake Road Ridge Spring, South Carolina 29129 EDGEFIELD	Smith by Shed	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Beechcreek road Johnston, South Carolina 29824 EDGEFIELD	Silas Harmon	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD	Thrailkill	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Mt. Calvary Road Trenton, South Carolina AIKEN	Timmerman	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Branchdale HWy Eutawville, South Carolina ORANGEBURG	Tindal	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	McCreight Road Ridge Spring, South Carolina 29129 EDGEFIELD	Tommy Dubose	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 191 Johnston, South Carolina 29832 EDGEFIELD	Trudy Holmes	6/1/2023	9/10/2023	175

**D. Additional Housing Information**

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 §
Titan Peach Farms, Inc	Mt. Calvary Road Ridge Spring, South Carolina 29129 SALUDA	Watson - RW	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Highway 23 Ridge Spring, South Carolina SALUDA	Watson D&D	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Ridgeview Lake Road Ridge Spring, South Carolina 29129 EDGEFIELD	WB Yonce	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Luke Bridge Road Johnston, South Carolina 29832 EDGEFIELD	Wilbur Holmes 1	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	JW Yonce Road Johnston, South Carolina 29832 EDGEFIELD	Wilbur Holmes 2	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Beechcreek road Johnston, South Carolina 29832 EDGEFIELD	William Rauton	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Luke Bridge Road Johnston, South Carolina 29832 EDGEFIELD	Wise.	6/1/2023	9/10/2023	175
Titan Peach Farms, Inc	Oak Ridge Road Windsor, South Carolina AIKEN	Walthers	6/1/2023	9/10/2023	175

**D. Additional Housing Information**





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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	134-136 Rachel Road Ridge Spring, South Carolina 29129 EDGEFIELD		4	56	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	76-80 Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD		3	44	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	74 Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD		2	39	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	75-81 Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD		5	176	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	222 Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD		1	36	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	216 Davis Road Ridge Spring, South Carolina 29129 EDGEFIELD		1	36	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	60-64 Buddy Road Johnston, South Carolina 29832 EDGEFIELD		3	74	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	152-154 Deidre Drive Ward, South Carolina 29166 EDGEFIELD		2	50	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	77-79 Morris Cemetary Road Johnston, South Carolina 29832 EDGEFIELD		2	41	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1042 McCreight Road Ridge Spring, South Carolina 29129 EDGEFIELD		1	5	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1775 Mt. Calvary Road Ridge Spring, South Carolina 29129 EDGEFIELD		4	135	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	855 Archie Ware Road Ridge Spring, South Carolina 29129 EDGEFIELD		1	44	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	205-205B HWY 121 Trenton, South Carolina 29847 EDGEFIELD		2	36	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1374 McCreight Road Ridge Spring, South Carolina 29129 EDGEFIELD		1	10	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1625 Luke Bridge Rd Trenton, South Carolina 29129 EDGEFIELD		1	6	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	6535 N. Brewington Road Gable, South Carolina 29051 CLARENDON		1	60	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	925 Old Plank Road Ridge Spring, South Carolina 29129 EDGEFIELD		1	38	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	880 Padget Pond Road Monetta, South Carolina 29105 AIKEN		1	38	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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



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

**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
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will perform various duties all associated with planting, cultivation, and harvesting peaches and other named crops in this order. Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand-harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the provided bathroom accommodations and before entering the fields for harvest activities or the packing facility for packing operations.</p> <p>Picking Peaches: Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper peaches from that row, or half row. Peaches are selected from the tree according to size and/or color standard set by the grower. In some instances, peach harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder. The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Peaches are placed gently in the picking container until container is full. The full picking container weighing up to 50 lbs. is then taken to peach wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Production will be recorded electronically each time a unit of peaches is delivered to the field bin.</p> <p>Workers piece rate pay may be determined by the total number of field bins picked by that worker. Field bin volume will be determined by visual observation that the bin is full and level. Workers are to stay on their assigned row unless directed by the grower to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Workers may be required to use various harvest containers such as a basket or other half bushel container which will require field grading. In this instance extra care must be used to insure that each piece of fruit is undamaged and perfect. Production will be recorded /electronically each time a unit of peaches is delivered to field wagon. Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower.</p> <p>Pruning: While pruning trees, workers will receive proper tools for the particular job, i.e., saw, prunes, and hand snips. These tools will be returned to the employer at the end of the task. The cost of tools destroyed maliciously or lost carelessly will be deducted from workers wages. The grower will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. Workers will be assigned rows of trees and must prune each tree according to the predetermined standard. In some instances, peach pruning will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Workers must remove all resulting material from the peach trees rendered from performing pruning tasks. When pruning is complete on each tree, each worker is required to rake and scatter the resulting brush in the center of the tractor/equipment rows. Workers will receive credit for the number of trees pruned using electronic data collection. Workers will be required to pick up and return pruning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower.</p>			

*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
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will make the following deductions from the Worker's wages: FICA taxes, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other charges expressly authorized by the Worker in writing. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those workers wages that are working under a temporary, agricultural visa unless discovered it is a requirement.</p>			

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

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



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

*c. Job Offer Information 3*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>All workers must have at least 3 months verifiable experience hand-harvesting a perishable crop. Worker must be able to provide contactable references from similar farm operations to attest to experience.</p> <p>Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand-harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the provided bathroom accommodations and before entering the fields for harvest activities or the packing facility for packing operations</p>			

*d. Job Offer Information 4*

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>All workers must have at least 3 months verifiable experience hand-harvesting a perishable crop. Worker must be able to provide contactable references from similar farm operations to attest to experience.</p> <p>Interested candidates are to contact their local State Workforce office. Candidates should be fully apprised by the local SWA office of the terms, conditions and nature of employment prior to referral and be given a copy of the ETA 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability and legality to work in the US may fax qualified referrals to (803)685-5381; email them to Titan Peach Farms, Inc. at: H2a@titanfarms.com or mail to Titan Peach Farms, Inc. at 5R.W. DuBose Road, Ridge Spring, SC29129. Completing an application is part of the Interview process. All referrals are to be made at telephone: 803-685-5381. Collect calls will not be accepted. The office hours are Monday thru Friday from 9:00 a.m. to 11 :00a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer by telephone. All interstate applicants are encouraged but not required to first contact the nearest [one-stop] career center prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, an application or a telephone interview may be requested by contacting the employer. The employer will contact all applicants who have submitted an application by phone to conduct an interview. Workers are screened for compliance with the/following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, conditions, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work In the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service If employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p>			

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





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

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

e. Job Offer Information 5

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * Once a week the employers (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries. Transportation will provided free to and from work sites and place of housing....(See Addendum C.)			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * 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 has come to work for the employer, whether in the U.S. or abroad to the place of employment. 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 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).  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 worksite to such subsequent employer's worksite, 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 worksite to such subsequent employer's worksite, 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 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).  For inbound transportation, we will either arrange and pay for transportation for a worker in advance, or we may instead elect at our option to reimburse a worker for the most economical and reasonable common carrier costs after their arrival at the worksite. Consistent with the regulatory requirement, for outbound transportation, we will either arrange and pay for transportation for a worker in advance, or we may instead elect at our option to provide a worker with a payment for the most economical and reasonable common carrier costs prior to their departure from the worksite.			

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

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



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

*g. Job Offer Information 7*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation - Daily Transportation</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Daily Transportation: 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). Busses will pick up employees at their camp approximately 30 minutes before the start of their shift and will have them back in their camps approximately 30 minutes after the end of their shift. Work schedules will shift during the contract based upon the needs of the farm.</p> <p>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 500.105 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).</p> <p>Daily transportation is provided only for employees who reside in employer-provided housing and is provided to and from the worksite via company owned vehicles (e.g., bus and/or van and/or truck). Given the size of our workforce (more than 800) and the number of vehicles in our fleet (more than 3 dozen), it is not reasonably possible to predict in advance which specific vehicle in our fleet a specific worker will be transported in during any specific workday. In the event any workers are transported elsewhere, such as to town, the same company owned vehicles would be utilized.</p>			

*h. Job Offer Information 8*

1. Section/Item Number *	<b>A.11</b>	2. Name of Section or Category of Material Term or Condition *	<b>Pay Deductions - Pay Deductions 3</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will provide a worker referred through the SWA Interstate System fifty (50) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system \$13.67 per hour for the first week, starting with the original anticipated date of need. 50 hrs. x \$13.67 = \$683.50 (Gross before taxes). The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general labor and maintenance activities including, cleaning and maintaining migrant housing, fence mending and the repair and maintenance of farm buildings and equipment.</p> <p>F). The Employer will furnish to the worker, on or before each payday one or more written statements showing the 1) worker's total earnings for the pay period, 2) the worker's hourly rate or piece rate (if applicable); 3) the hours of work which have been offered to the worker, 4) the total hours actually worked by the worker, 5) an itemization of all deductions made from the worker's wages; 6) number of units produced daily if applicable 7) Beginning and ending dates of pay period; 8) the worker's net pay; the employer's name, address and IRS identification number. 9) Employer will abide by all regulations at 20 CFR 655.122(j)(k).</p>			

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



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

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

*i. Job Offer Information 9*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa unless discovered it is a requirement, or if worker requests voluntary withholding. B). Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr's birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday, when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee.</p> <p>C). This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. Whether such an event constitutes a contract impossibility will be determined by the CO. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for a lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H2-A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs and this will relieve the employer from subsequent transportation and subsistence costs and the 3/4 guarantee.</p> <p>D). Workers will be paid weekly.</p>			

*j. Job Offer Information 10*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions 4
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Harvesting specifications can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.</p> <p>Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.</p> <p>The tasks in the crops listed below will be paid at the piece rates listed. All other work will be paid the adverse effect wage rate (AEWR) of \$13.67 per hour. Production work or hourly work will be recorded and transferred electronically or manually to payroll records for payment at the end of each pay period. Time sheets and production verification sheets will be provided to each crew the following business day. If at the end of the pay period, the piece rate does not result in average hourly piece rate earning 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 of \$13.67, the employer will supplement the workers earnings so that they have earned at least the AEWR for each hour worked. All work not listed as being paid as a piece rate, will be paid the adverse effect wage rate (AEWR) of \$13.67 per hour.</p> <p>Employer will pay the highest of the AEWR, prevailing wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage when the work is performed. In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR.</p>			

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



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

**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 - Job Duties 5 - Cleaning
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Incident to and in conjunction with other agricultural operations on the farm, workers will perform secondary agriculture functions, as described at 29 C.F.R. 780.105 (c). That include assisting with maintenance and upkeep of worker housing facilities, including stocking supplies, mopping, sweeping, garbage removal, and general clean-up to provide a high standard for safe and secure living conditions in compliance with applicable health and safety regulations. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean matter. Before occupancy, housing shall be in compliance with OSHA standards set forth in 29 CFR 1910.142. If there is a problem with the housing, it is the workers responsibility to mention it to the employer. If for any reason rental housing is required, these facilities would also comply with local and state health and safety standards.			

*l. Job Offer Information 12*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 2
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Thinning While thinning trees, workers will be instructed as to how close together peaches should be spaced, and which peaches are most desirable to leave or take. The grower will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. In some instances, peach thinning will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Rows will be assigned to each worker and it is the responsibility of the worker to complete the trees on the row according to the growers instructions. Limbs must not be torn from the tree, nor should limbs be completely stripped of leaves or peaches. Proper spacing and selection of peaches is critical to maximizing the potential yield of the tree. Workers will thin peaches using hands and/or plastic bats to knock off excess peaches taking care to walk around entire tree before moving to the next. Workers will be required to pick up and return thinning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower.  Orchard Maintenance - Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock peaches off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie peach trees. Workers may stake, string, or pull up plastic by hand. Workers may apply fertilizer or crop protectants according to growers directions. Workers may walk and install irrigation lines. All equipment will be provided by the employer. 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 grower before the work begins.  Tractor Operation During Field Operation During field operations workers may be required to drive a tractor pulling a wagon through the field or between fields incidental to the job being performed. Workers will attach farm implements. Workers will drive tractors to apply herbicides, fungicides, and pesticides to control diseases and insects. Workers will be instructed in the safety and operation of the tractor before driving the tractor. Workers may be required to wear appropriate protective gear as instructed by the grower as determined by the particular job. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, equipment and individuals and property that may or may not be directly associated with the farming operation. Repeated failure to obey safety requirements and operating instructions may result in termination.  Farm, Field and Shed Sanitation All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm and shed sanitation duties.  Forklift Operation During Packing Operations Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.			

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



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

**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 - Strawberries
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Strawberries - Workers may plant, cultivate, and harvest strawberries. Workers may perform any of the following duties involved in growing strawberries. Workers will plant seedlings into prepared fields. Workers may apply fertilizer and crop protectants according to growers directions. Workers will chop out weeds with a hoe or pull by hand. Workers may string and stake strawberries by hand. Workers will cut / pick mature strawberries using knife or hand as specified by the grower. Products will then be placed into sacks or boxes and placed on trailer for transport. Workers may grade products removing bad or damaged leaves and repack for shipment. Workers will be required to stay on their assigned row. Workers must take care if using knives to ensure their and other workers safety. Other conditions same as above			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 3
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Packing Operation Workers are required to maintain their work area keeping it free of trash and other debris throughout the workday may be required to perform any of the following duties in the packing house: Grading Working carefully remove any leaves from product as defined by the grower as produce move across grading tables. Fruit must be handled carefully to avoid bruises or fingernail cuts. Fillers Workers box the graded product in appropriate containers by attending automatic fillers or by hand as necessary according to packaging instructions disclosed by the grower. Bell Peppers & Eggplant Workers may plant, cultivate, and harvest Bell Pepper and Eggplant. Workers will bend and stoop to plant or may be required to chop out weeds with a hoe or pull by hand. Workers will cultivate and harvest bell peppers and eggplant according to size, color, shape and degree of maturity and place into specified field containers as disclosed by the grower. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. Time worked or the amount of produce picked will be recorded electronically. Workers piece rate pay may be determined by the total number of field bins picked by that worker. Field bin volume will be determined by visual observation that the bin is full and level. Workers are to stay on their assigned row unless directed by the grower to change, or to help someone out sporadically. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce.  Broccoli Workers may plant, cultivate, and harvest broccoli. Workers may perform any of the following duties involved in growing broccoli. Workers will plant seedlings into prepared fields. Workers may apply fertilizer and crop protectants according to the growers directions. Workers will chop out weeds with a hoe or pull by hand. Workers may string and stake broccoli by hand. Workers will cut mature heads using knife as specified by employer. Products will then be placed into sacks or boxes and placed on trailer for transport. Workers may grade products removing bad or damaged leaves and repack for shipment. Workers will be required to stay on their assigned row. Workers must take care if using knives to ensure their and other workers safety. Other conditions same as above.  Minor Crops This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.  Levelers Boxed product is carefully hand-leveled by worker to assure an even level of product in each container. Excess product is removed from overfilled boxes and placed carefully in separate containers as directed by the grower. Box Machine Operators Machines are fed flat corrugated product by worker to produce a glued container. Workers feed finished containers into a chute for fillers.			

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

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



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

*o. Job Offer Information 15*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 4
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Stackers Workers must be able to pick up filled boxes weighing up to 50 lbs. from conveyor and stack carefully by prescribed pattern and height onto pallets directed by the grower.</p> <p>Support jobs include but are not limited to bin and pallet repair and after-hours cleanup. Incident to and in conjunction with other agricultural operations on the farm, workers will perform secondary agriculture functions, as described at 29 C.F.R. 780.105 (c). That include assisting with maintenance and upkeep of worker housing facilities, including stocking supplies, mopping, sweeping, garbage removal, and general clean-up to provide a high standard for safe and secure living conditions in compliance with applicable health and safety regulations.</p> <p>Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean matter. Before occupancy, housing shall be in compliance with OSHA standards set forth in 29 CFR 1910.142.</p> <p>If there is a problem with the housing, it is the workers responsibility to mention it to the employer. If for any reason rental housing is required, these facilities would also comply with local and state health and safety standards</p>			

*p. Job Offer Information 16*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Terms and Conditions of Employment
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker:</p> <p>a) refuses without justified cause to perform work for which the worker was recruited and hired</p> <p>b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto</p> <p>c) fails after completing the training period to perform the work as specified in Section 16 and ETA 790 Attachment</p> <p>d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired</p> <p>e) provides other lawful job-related reason(s) for termination of employment including violation of work and housing rules</p> <p>f) abandons his employment</p> <p>g) fails to meet applicable production standards or keep up with fellow workers</p> <p>h) falsifies identification, personnel, medical, production or other work-related records</p> <p>i) fails or refuses to take a drug test that will be conducted at no cost to the worker</p> <p>j) commits acts of insubordination</p> <p>k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p> <p>l) see above work and housing rules.</p> <p>1 - Reason beyond employer's control includes termination of workers, if he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule.</p> <p>2 - Workers must notify the employer prior to voluntarily terminating their employment.</p> <p>3 - All wages due will be forwarded to the last known address for workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment.</p> <p>4 - This employer has a "no complete, no rehire" policy.</p> <p>5 - Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer.</p> <p>6 - Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.</p>			

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





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

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

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Terms and Conditions of Employment 2
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the grower, suspension from employment for up to three days, or termination of employment as described in termination (A) above.</p> <p>C). Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer assures that there will be no lapse in coverage for workers compensation. The employer's workers compensation will be provided throughout the entire length of the contract period Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all work-related injuries and illnesses to their employer as soon as is reasonably possible. Failure not to do so may result in termination.</p> <p>D). Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.</p> <p>E). Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone 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. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.</p> <p>F). Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.</p> <p>G). Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will provide training /instruction for the crop activity covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops noted in Item II. For purposes of this section, seven or more hours will be considered one day.</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Terms and Conditions of Employment 3
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>H). Work Agreement: copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the time at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than when the when employment is offered.</p> <p>I). U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations.</p> <p>J). Employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501.</p> <p>K). The employer as a part of positive recruitment as per 20 CFR 655.154 is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.</p> <p>L) We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.</p> <p>M). There are not any strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.</p> <p>N). For workers covered by 29 CFR 500.075(8), there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.</p> <p>O). SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees, and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside of work hours.) Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective after their first date of work. Failure to comply with the request or testing positive will result in immediate termination.</p> <p>P). Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H2-a temporary work visa must return at the end of the period listed in this contract and certified by the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H2-a employer.</p> <p style="text-align: right;">the U.S. Department of Labor or upon separation from</p>			

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



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

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

s. Job Offer Information 19

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring Instructions -
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers are screened for compliance with the following criteria:</p> <p>a. Confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work for entire season.</p> <p>b. Local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Nonlocal workers confirm availability of transportation to job site to begin work.</p> <p>c. Confirmation of full disclosure of all terms and conditions and nature of work- job description by local employment service staff.</p> <p>d. Affirmative confirmation of legal qualifications to work in the US as described below.</p> <p>Employer will accept referrals or applications from any source. All local and intrastate (in state) applicants may be referred by the State Workforce Agency (SWA) directly to the employer for interview or interested applicants may contact employer directly. Although not required, all interstate(out of state) applicants interested in this job offer are strongly encouraged to solicit the assistance of the nearest local employment services (SWA) in their state for a referral to employer to insure full disclosure of the terms and conditions, and to confirm employment starting date prior to departing. This will help to avoid confusion and mistakes. Interstate SWAs are strongly encouraged to contact the order holding office prior to contacting the employer to confirm the terms, conditions and start date of the job. Workers referred by SWAs should be fully apprised by the local employment office of the terms, conditions, and nature of employment prior to referral. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to go to work. Employees must present an original document or documents that establish identity and employment eligibility as required by the INA within three business days of the date employment begins. Please see the back of the form I-9 for a list of acceptable documents. Employees who do not comply with this requirement by the end of the third workday will not be permitted to continue employment until this requirement has been satisfied.</p> <p>The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p>			

t. Job Offer Information 20

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transport Terms (continued)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Inbound and outbound transportation will be via land or air common carrier (e.g., bus or plane) depending on which is the most economical means of travel based upon relative time, security, weather, civil unrest, pandemic, number of workers traveling, transportation availability and other relevant considerations. Workers will be advised of the specific type of travel prior to their departure from the consulate city.</p> <p>Daily transportation is provided only for employees who reside in employer-provided housing and is provided to and from the worksite via company owned vehicles (e.g., bus and/or van and/or truck). Given the size of our workforce (more than 800) and the number of vehicles in our fleet (more than 3 dozen), it is not reasonably possible to predict in advance which specific vehicle in our fleet a specific worker will be transported in during any specific workday. In the event any workers are transported elsewhere, such as to town, the same company owned vehicles would be utilized.</p> <p>We have company owned vans/busses that we use to transport our workers daily. All our vehicles are owned by the farm, they undergo inspections, and are covered by our vehicle insurance. All workers travelling on the company provided bus are covered both by our vehicle insurance and workers' compensation should there be an accident/incident. We have:</p> <p>passenger vans that seat 10 to 15 people.</p> <p>small passenger buses that seat 24 to 36 people.</p> <p>large passenger buses that seat 40 to 72 people.</p> <p>The total seating capacity of our vans / busses is 1,352 seats for our workforce of just over 800 H-2A employees. Please note that this total may change. During the year we have vehicles that might break down or need to be replaced</p>			

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