OMB Approval: 1205-0466
Expiration Date: 11/30/2025

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

A. Job Offer Information

1. Job Title * Harvesting FARM LABOR/WORKER

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	600	200	3. First Date * 7/2/2023	4. Last Date * 10/29/2023

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

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

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

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 2 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 14 . 26	☑ HOUR ☐ MONTH	$ 01 . 10	Planting (By Hand)- $1.10 per 100 ft. (1,127 feet/hour) $12.40/estimated hourly wage

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

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

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

H-2A Case Number: H-300-23108-942590 Case Status: Full Certification Determination Date: 05/10/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

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

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

3. Training: number of months required. * 0

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

☐ a. Certification/license requirements
☐ b. Driver requirements
☑ c. Criminal background check
☑ d. Drug screen
☑ e. Lifting requirement 75 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. Repetitive movements

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

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

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

none

C. Place of Employment Information

1. Place of Employment Address/Location *
1321 HWY 73

2. City *	3. State *	4. Postal Code *	5. County *
Newport	Tennessee	37821	Cocke

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

none

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

D. Housing Information

1. Housing Address/Location *
1316 Pleasant Grove Road

2. City *	3. State *	4. Postal Code *	5. County *
Newport	Tennessee	37821	Cocke

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

7. Total Units * 1

8. Total Occupancy * 7

9. Identify the entity that determined the housing met all applicable standards: *
☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other (specify): _____

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *

The housing for this contract consists of various housing properties located at various locations. Housing consists of 29 units/buildings that vary from barrack, mobile, & family style. Buildings vary in size and can house between 3-56 persons. At capacity our sites can house a total of 588 employees. Units are furnished with the refrigerator(s), stoves, beds, and table(s) for eating.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ N/A

E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Housing is provided at no cost to workers who are not reasonably able to return the same day to their respective residences. Housing is not provided to non-workers. Employer will furnish free and convenient cooking and kitchen facilities so that workers may prepare their own meals. No charge will be made for the provided beds, appliances, cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear.

2. The employer: *	☐ **WILL NOT** charge workers for meals.		
	☑ **WILL** charge each worker for meals at	$ 15 . 46	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

The employer will provide free transportation between the employer?s housing and the worksite for any worker who is provided housing. The use of transportation by the worker is voluntary, and no worker will be required as a condition of employment to utilize the transportation offered by the employer.

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.)

After a worker has completed fifty percent of the work contract period, the employer will reimburse the worker for the cost of transportation and subsistence from the place the worker came from to the place of work, if such costs are borne by the worker.

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

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Interested candidates are to contact their local Career Source Center. Candidates should be fully apprised by the local CareerSource Center office of the terms, conditions and nature of employment prior to referral and may be given a copy of the ETA Form 790 and its corresponding attachments. CareerSource agents who have screened candidates for all season availability, legality to work in the US, and who are willing, able and qualified to perform the job duties may fax referrals to 941-761-6608 or mail them to 503 10th Street W Palmetto, FL 34221. The office holder is the Tennessee American Job Center located at 1216 Graduate Drive, Sevierville TN 37862, Ph# 865-286-6384. Walk-in applicants may apply in person at 1321 Highway 73, Newport TN 37821 or call 423-625-1220 to interview by telephone. Applicants referred on this job order should be advised that they must possess legal, suitable documents to complete Form I-9 as required by USCIS and the Department of Homeland Security.

Person seeking employment as a farm laborer must be available for the entire period requested by the employer, possess 3 months experience in production of fruits and vegetables with verifiable sources, may be subject to a post hire background check at no expense of their own and pass a post-hire free of charge drug test. These steps are intended to ensure that the safety of the work environment and end consumer is not compromised as mandated by the Global G.A.P Audit, the FDA Food Safety Modernization Act (FSMA) and the USDA Good Agricultural Practices & Good Handling Practices Audit. Convictions of criminal conduct that present a potential compromise of food security in accordance with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 will be cause for discharge. 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.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (423) 625-1220	N/A	agarcia@sunripecertified.com

5. Website Address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☑ Yes ☐ No

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

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

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound*)

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   B. Transportation from Place of Employment (Outbound)

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

   If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

   The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

   C. Daily Transportation

   Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

   D. Compliance with Transportation Standards

   Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

   The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

   If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

    For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

    If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable

to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

    A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (*e.g.*, email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

    If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

    B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

    C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).

    D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).

    E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

    F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Garcia	Angel	
4. Title *		
Assistant HR Director		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	4/19/2023

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

A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Planting (By Hand	$ 01 . 10	Piece Rate	100 ft. (1,127 feet/hour) $12.40/estimated hourly wage
	Watering In Plants	$ 00 . 28	Piece Rate	100 ft. (4,429 feet/hour) $12.40/estimated hourly wage
	Staking 54" Stakes Combination (54")	$ 02 . 15	Piece Rate	100 ft. (577 feet/hour) $12.41/estimated hourly wage
	Staking 54" States FRP-non-wood (54")	$ 01 . 75	Piece R	100 ft. (709 feet/hour) $12.41 estimated hourly wage
	Staking 72" Stakes Combination (72")	$ 03 . 25	Piece Rate	100 ft. (382 feet/hour) $12.42/estimated hourly wage
	Staking FPR-non wood (72")	$ 02 . 00	Piece Rate	100 ft. (620 feet/hour) $12.40/estimated hourly wage
	Tying (54")	$ 00 . 80	Piece Rate	100 ft. (1,550 feet/hour) $12.40/estimated hourly wage
	Tying (72")	$ 01 . 00	Piece Rate	100 ft. (1,240 feet/hour) $12.40/estimated hourly wage
	Pruning (1st)	$ 00 . 70	Piece Rate	100 ft. (1,771 feet/hour) $12.40/estimated hourly wage
	Pruning (2nd)	$ 00 . 55	Piece Rate	100 ft. (2,255 feet/hour) $12.40/estimated hourly wage

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

A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Weeding	$ 00 . 50	Piece Rate	100 ft. (2,480 feet/hour) $12.40/estimated hourly wage
	Plastic/Drip Tape Removal (Pull)	$ 01 . 00	Piece Rate	100 ft. (1,240 feet/hour) $12.40/estimated hourly wage
	Cutting String (54" Stakes)	$ 01 . 40	Piece Rate	100 ft. (886 feet/hour) $12.40/estimated hourly wage
	Cutting String (72" Stakes)	$ 01 . 60	Piece R	100 ft. (775 feet/hour) $12.40/estimated hourly wage
	Stake Pulling-Machine (54" Stakes)	$ 00 . 40	Piece Rate	100 ft. (3,100 feet/hour) $12.40/estimated hourly wage
	Stake Pulling-Machine (72" Stakes)	$ 00 . 45	Piece Rate	100 ft. (2,756 feet/hour) $12.40/estimated hourly wage
	Stake Pulling-Manually (54" Stakes)	$ 00 . 90	Piece Rate	100 ft. (1,378 feet/hour) $12.40/estimated hourly wage
	Stake Pulling-Manually (72" Stakes)	$ 01 . 00	Piece Rate	100 ft. (1,240 feet/hour) $12.40/estimated hourly wage
	Bale Plastic, Drip Tape, & String	$ 00 . 30	Piece Rate	100 ft. (4,133 feet/hour) $12.40/estimated hourly wage
	Far Field Clean Up PW	$ 00 . 20	Piece Rate	100 ft. (6,200 feet/hour) $12.40/estimated hourly wage

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

A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Round Tomato Harvest	$ 00 . 75	Piece Rate	bucket (16.5 buckets/hour) $12.38/estimated hourly wage
	Grape Tomato Harvest	$ 05 . 00	Piece Rate	bucket (2.5 buckets/hour) $12.50/estimated hourly wage
	Cherry Tomato Harvest	$ 03 . 75	Piece Rate	bucket (3.3 buckets/hour) $12.38/estimated hourly wage
	Roma Tomato Harvest	$ 00 . 85	Piece R	bucket (14.6 buckets/hour) $12.41/estimated hourly wage
	Vine Ripe Harvesting (Rounds)	$ 02 . 75	Piece Rate	tray packed out (Equally divided among the assigned harvesters, graders, & driver assigned to the truck for the day), (36 trays/hour) $12.38/estimated hourly wage
	Vine Ripe Harvesting (Romas)	$ 02 . 75	Piece Rate	tray packed out (Equally divided among the assigned harvesters, graders, & driver assigned to the truck for the day), (36 trays/hour) $12.38/estimated hourly wage
	Vine Ripe Tomato Grader (Rounds)	$ 02 . 75	Piece Rate	tray packed out (Equally divided among the assigned harvesters, graders, & driver assigned to the truck for the day), (36 trays/hour) $12.38/estimated hourly wage
	Vine Ripe Tomato Grader (Romas)	$ 02 . 75	Piece Rate	tray packed out (Equally divided among the assigned harvesters, graders, & driver assigned to the truck for the day), (36 trays/hour) $12.38/estimated hourly wage
		$.		
		$.		

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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Smoky Mountain Family Farms	13225 Warrensburg Road Midwat, Tennessee 37809 COCKE		7/2/2023	10/29/2023	200

D. Additional Housing Information

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ☐ Rental or public accommodations	1320 Pleasant Grove Road Newport, Tennessee COCKE		1	54	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1322 Pleasant Grove Road Newport, Tennessee COCKE		1	54	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1324 Pleasant Grove Road Newport, Tennessee 37821 COCKE		1	54	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1326 Pleasant Grove Road Newport, Tennessee COCKE		1	54	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1378 Pleasant Grove Road #10 and #11 Newport, Tennessee COCKE		2	13	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ 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 *
☑ Employer-provided ☐ Rental or public accommodations	1380 Pleasant Grove Road #12, #13 Newport, Tennessee COCKE		2	11	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1384 A Pleasant Grove road Newport, Tennessee COCKE		1	6	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1400 Pleasant Grove Road Newport, Tennessee COCKE		1	16	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1402 Pleasant Grove Road C and A Newport, Tennessee COCKE		2	29	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1404 Pleasant Grove Road Newport, Tennessee COCKE		1	18	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ 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 *
☑ Employer-provided ❑ Rental or public accommodations	1406 Pleassant Grove Road Newport, Tennessee COCKE		1	24	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	1445 Pleasant Grove Road Newport, Tennessee 37821 COCKE		1	56	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	1448 Pleasant Grove Road Newport, Tennessee COCKE		1	36	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	819 Mantooth Hills Newport, Tennessee 37821 COCKE		1	8	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	1036 Industrial Road Bybee, Tennessee COCKE		1	3	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ 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 *
☑ Employer-provided ❑ Rental or public accommodations	13880 Warrensburg Road Midway, Tennessee GREENE		1	8	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	13225 Warrensburg Road, Trailer #1 and #2 Midway, Tennessee GREENE		2	13	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	13085 Warrensburg Road Midway, Tennessee GREENE		1	12	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	13227 Warrensburg Road Midway, Tennessee GREENE		1	20	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	1318 Pleasant Grove Road Newport, Tennessee 37821 COCKE		1	54	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____

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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

The farm work position includes duties associated farm labor tasks for production of tomatoes. This work can require standing, walking, stooping, bending, and lifting up to 75 pounds along with time outdoors in all weather conditions. It also includes adherence to instruction given in regard to proper procedures & technics based on operation of the machinery to be used to complete each task.

•Harvesting tomatoes- Using a 24 quart bucket the employee will hand pick “harvest” mature tomatoes from the plant by twisting the fruit from the vine (also remove calyz and stem from tomato) and place fruit into the bucket. The types of tomatoes to harvest will be rounds, romas, cherries, and grapes. Harvesting process will be repeated until the tomato bucket is full. The harvester will lift the bucket and place on shoulder and stand upright. The harvester will walk the filled bucket at a brisk pace to the field truck and toss filled buckets (by lifting bucket from their shoulder with both hands) to the harvest dumper. The harvester will receive a token for each filled bucket of tomatoes. Tokens will serve as a count of buckets harvested. Repeat process.
•Harvest Dumper-Harvest dumper is required to stand on the back of a flatbed truck and catch buckets of tomatoes (approximately 34 lbs). The dumper will empty the contents of the bucket into various types of harvesting containers/trays that are stacked on pallets on the bed of the truck. Dumper will place a token inside the bucket and return empty bucket back to the harvester on the ground. The harvest dumper will serve as quality control and ensure that tomato in buckets meets the company’s quality standard. The dumper will monitor the cleanliness of the containers/trays and remove any addition vegetation from produce inside the harvest containers/trays and toss unwanted vegetation onto the ground. As containers/trays reach full capacity, the harvest dumper will stack additional empty containers on top of the full container and continue with the process.
•Bathroom Attendant- Bathroom attendant is responsible to oversee the general cleanliness of bathrooms as well as monitor proper hand washing compliance. Every morning attendant will do a walk thru around portable toilets and ensure that they are in working order and properly stocked. General cleaning, draining of tanks, and restocking of unit should be done as needed. Attendant will notify supervisor of any water containers that need filling and/or repairs needed to the units. Attendant will monitor employees’ hand washing and verify that employees are complying with the company’s hand washing protocol before entering the field or returning back to work. Following proper hand washing, the bathroom attendant is responsible to give employees a clean pair of gloves. Any non-compliance of hand washing should be reported immediately to the supervisor.
•Vine Ripe Tomato Harvester (Rounds, Roma)-Using a 15.3 quart harvesting bucket the employee will hand pick “harvest” tomatoes of a specified maturity & color and place fruit into the harvesting bucket. The employee will then carry fully harvested bucket to a parked box truck at the field pathway. Employee will exchange filled bucket for another empty bucket and repeat the process.
•Vine Ripe Tomato Grader (Rounds, Roma)-While in the field employee will sort harvested tomato buckets and transfer fruit to another container based on maturity, color, shape and size.
•Daily Work- Misc. farm tasks

b. Job Offer Information 2

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

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

Wage Rates, Special Pay Information, Deductions, & Production Standards

The Adverse Effect Wage Rate, the prevailing hourly wage rate, the piece rate, the agreed upon collective bargaining rate, or the federal or state minimum wage rate, whichever is greatest, will be the minimum rate of pay. At the time of submission of this order, the applicable wage is $14.26/hour. Smoky Mountain Family Farms assures that if a change in the AEWR, prevailing hourly wage rate, or federal minimum wage rate requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase.

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

The employer will not repay transportation for workers that do not have legal, suitable documents to comply with DHS/USCIS (Form I-9), are discharged for lawful job-related reason, apply for employment knowingly unable to perform the job activities, or who abandon employment. This benefit is not applicable to local workers who are not eligible for employer-provided housing.

Upon completion of the work contract, the employer will pay economic costs of a worker's subsistence and return transportation to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, the employer will then only pay for the transportation to the next job.

The amount of such transportation payment will be equal to the worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. The employer reserves the right to charter or to otherwise arrange transportation to the point of recruitment, or to offer any combination of payment, chartered and/or arranged transportation to the point of recruitment. If the employer arranges transportation, and the worker does not use that transportation, the worker will be reimbursed only the cost of the employer arranged transportation. Employees eligible for reimbursement under the program will be provided subsistence reimbursement.

The amount of subsistence payment shall be no less than the amount permitted under the current Consumer Price Index as indicated in 20 CFR 655.122(h)(l). The current minimum subsistence rate is $15.46 per day. The subsistence reimbursement will be the amount the employer would charge for providing the worker three meals per day of $15.46 per day OR workers providing receipts will be reimbursed up to the amount authorized by the Continental United States per diem rate of $59.00, as computed by the GSA method. Payments will be made based upon the date of publication of the H-2A Program Allowable Meal charges in the Federal Register.

The employer will provide transportation and subsistence under this agreement to the workers whose services are no longer required for reasons beyond the control of the employer due to fire, hurricane, or other Acts of God which makes fulfillment of the contract impossible, with the exception if a worker is displaced by a U.S. worker under the Fifty Percent Rule. This benefit does not apply to workers who voluntarily quit employment before the end of the contract, miss 5 consecutive work days without the employer's consent that constitutes abandonment of employment, or who are terminated for cause. The employer will notify the Department of Labor if an employee has abandoned the job or has been terminated for cause.

The employer will provide free transportation between the employer's housing and the worksite for any worker who is provided housing. The use of transportation by the worker is voluntary, and no worker will be required as a condition of employment to utilize the transportation offered by the employer.

d. Job Offer Information 4

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

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

All vehicles used to transport worker are company owned and abide by all applicable local, state, & federal laws. Company buses in use at the time of this filing are as follows:

YEAR	MAKE	CAPACITY	OWNED/LEASED
2003	IC Bus	22 seats (44 persons)	Company Owned
2001	FRHT Bus	21 seats (42 persons)	Company Owned
1990	Chevy Bus	21 seats (42 persons)	Company Owned
2008	Thomas Bus	21 seats (42 persons)	Company Owned
2002	FRHT Bus	21 seats (42 persons)	Company Owned

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

PRODUCE HARVESTING
Round Tomato Harvest- $0.75 per bucket (16.5 buckets/hour) $12.38/estimated hourly wage
Grape Tomato Harvest- $5.00 per bucket (2.5 buckets/hour) $12.50/estimated hourly wage
Cherry Tomato Harvest- $3.75 per bucket (3.3 buckets/hour) $12.38/estimated hourly wage
Roma Tomato Harvest- $0.85 per bucket (14.6 buckets/hour) $12.41/estimated hourly wage

VINE RIPE HARVESTING
Vine Ripe Harvesting (Rounds)- $2.75 per tray packed out (Equally divided among the assigned harvesters, graders, & driver assigned to the truck for the day), (36 trays/hour) $12.38/estimated hourly wage
Vine Ripe Harvesting (Romas)- $2.75 per tray packed out (Equally divided among the assigned harvesters, graders, & driver assigned to the truck for the day), (36 trays/hour) $12.38/estimated hourly wage
Vine Ripe Tomato Grader (Rounds)- $2.75 per tray packed out (Equally divided among the assigned harvesters, graders, & driver assigned to the truck for the day) (36 trays/hour) $12.38/estimated hourly wage
Vine Ripe Tomato Grader (Romas)- $2.75 per tray packed out (Equally divided among the assigned harvesters, graders, & driver assigned to the truck for the day) (36 trays/hour) $12.38/estimated hourly wage

CROP & FIELD MAINTENANCE
Planting (By Hand)- $1.10 per 100 ft. (1,127 feet/hour) $12.40/estimated hourly wage
Watering In Plants- $0.28 per 100 ft. (4,429 feet/hour) $12.40/estimated hourly wage
Staking 54? Stakes
Combination (54?)- $2.15 per 100 ft. (577 feet/hour) $12.41/estimated hourly wage
FRP-non-wood (54?)- $1.75 per 100 ft. (709 feet/hour) $12.41/estimated hourly wage
Staking 72? Stakes
Combination (72?)- $3.25 per 100 ft. (382 feet/hour) $12.42/estimated hourly wage
FRP-non wood (72?)- $2.00 per 100 ft. (620 feet/hour) $12.40/estimated hourly wage
Tying (54?)- $0.80 per 100 ft. (1,550 feet/hour) $12.40/estimated hourly wage
Tying (72?)- $1.00 per 100 ft. (1,240 feet/hour) $12.40/estimated hourly wage
Pruning (1st)- $0.70 per 100 ft. (1,771 feet/hour) $12.40/estimated hourly wage
Pruning (2nd)- $0.55 per 100 ft. (2,255 feet/hour) $12.40/estimated hourly wage
Weeding- $0.50 per 100 ft. (2,480 feet/hour) $12.40/estimated hourly wage
Plastic/Drip Tape Removal (Pull)- $1.00 per 100 ft. (1,240 feet/hour) $12.40/estimated hourly wage
Cutting String (54? Stakes)- $1.40 per 100 ft. (886 feet/hour) $12.40/estimated hourly wage
Cutting String (72? Stakes)- $1.60 per 100 ft. (775 feet/hour) $12.40/estimated hourly wage
Stake Pulling-Machine (54?Stakes)- $0.40 per 100 ft. (3,100 feet/hour) $12.40/estimated hourly wage
Stake Pulling-Machine (72? Stakes)- $0.45 per 100 ft. (2,756 feet/hour) $12.40/estimated hourly wage
Stake Pulling-Manually (54?Stakes)- $0.90 per 100 ft. (1,378 feet/hour) $12.40/estimated hourly wage
Stake Pulling-Manually (72? Stakes)- $1.00 per 100 ft. (1,240 feet/hour) $12.40/estimated hourly wage

f. Job Offer Information 6

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

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

In all cases, the guarantee of not less than the AEWR of $14.26 per hour for all hours worked in the payroll period will apply. These minimum rates may be adjusted upward at the sole discretion of the employer to account for adverse conditions. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.
The employer will make the following deductions from the worker's wages: FICA taxes and federal income tax withholdings as required by Federal, State, and local law for applicable domestic workers, cash advances and repayment of loans, repayment of overpayment of wages to the worker, recovery of any loss to the employer due to the worker's damage (beyond normal wear and tear) or loss of equipment or damage to housing where it is shown that the worker is responsible and any other deductions expressly authorized by the worker in writing. No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage. The employer will not guarantee to pay the worker a bonus but reserves the right to optionally offer a bonus if exceptional job performance is exhibited.

Payroll Periods will be once weekly and workers will be paid on each pay period and will be provided with an earnings statement that is an accordance with 20 CFR 655.122[k]. The employer will also comply with 20 CFR 655.122[j].

First Week Wage Guarantee
Employer will provide a worker referred through the interstate clearance system 40 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system $570.40, for the first week starting with the originally anticipated date of need. Employer will require worker to perform alternative work if the guarantee cited in this section is invoked. The employer guarantees that the worker's compensation policy will be valid throughout the entire contract period.

If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job no sooner than 9 days and no later than 5 days before the date of need, the worker will be disqualified from the above-mentioned assurance.

Three-fourths Guarantee
Employer guarantees to offer employment for a minimum of of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the guarantee period ends on the date of termination. Whether such an event constitutes a contract impossibility will be determined by the CO.

The employer assures that accurate and adequate records will be kept, and that authorized representative of the State Department of Labor, the worker and worker representatives will be given access to the records of the worker's earning.

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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

•Plastic Laying/Repair – Ride plastic machine and change out drip tape and plastic roles (weight +/- 100 lbs.) with 2 people. Shovel dirt on row ends (bury). Ride fertilizer hopper and maintain flow of fertilizer with shovel.
•Mark and Measure – walk fields to mark 100' intervals with spray paint
•Irrigation Hook-up/Installation/Drainage – use shovel to make shallow trench to connect irrigation pipe or redirect water
•Planting (Machine)- Load planter with plant trays and ride or walk behind planter to assure plants are at center of hole, proper depth, and no skips. Pull sporadic weeds growing from plastic as needed.
•Replant- Walk along plant bed holding plant tray and replanting weak, dead, or missing plants at proper depth.
•Stake Repair – carry stakes (+/- 40') to repair/replace areas with broken stakes, and/or tie broken stake to a new one
•Mopping Bed Top- Mopping top of beds
•Rouging plants/weeds- removing unwanted plants/weeds
•Hand Punch Fertilizer – punch hole in plant bed and apply dry fertilizer with cup
•Farm Truck Safety Cutouts- Cutting walk ways within plant beds every 50 feet
•Planting (by hand) – Walk along plant bed holding plant tray and assuring that plants are planted at the center of pre punched plant hole at proper depth. Pull sporadic weeds growing from plastic as needed. Return empty plant trays to truck/trailer. (No empty trays to be left in field).
•Watering In Plants- Walking beside plastic bed with water hose applying water to each plant hole, fill/plant any skips with plants provided.
•Staking
oCombo-Combination of the Stab & Hammering Tasks
oFRP- carry FRP Stakes from flatbed truck and stab by hand in plant bed between every plant or hole marked.
•Tying – tie plants upright with tie stick and string/twine, looping each stake.
•Pruning – walk field and bend-over at each plant, hold plant carefully and remove number of suckers directed by supervisor
•Weeding – pull weeds from plant bed and around plant holes.
•Plastic/Drip Tape Removal (Pull)- pull plastic and drip tape by hand and place in road way or at 100' cross walk.
•Cutting String- walk field and cut and remove string/twine with a small knife and place where directed by supervisor
•Stake Pulling (Machine)- ride stake pull machine to assure stakes bundle evenly and/or walk field to pull stakes by hand and place small bundle at 100' cross walks to pick-up and load onto flat-bed truck
•Stake Pulling (Manually)- A crew of 14 persons will pull stakes by hand. 2 persons will ride on the back of the truck, 12 persons will walk on the ground and pull stakes by hand. Workers will ensure that stakes are pulled, bundled and tied.
•Bale Plastic, Drip Tape, & String- walk field and load baler with bundled plastic, drip tape and string by hand
•Farm Field Clean Up (PW)- Walk field and remove miscellaneous debris

h. Job Offer Information 8

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

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

•Repack - Sorting previously stored (colored) tomatoes and discarding decayed/damaged tomatoes. Replace discarded tomatoes. Exchange tomatoes to a dry box as needed.
•Dump – Monitor bin dumper during production run. Clean out dump tanks as instructed.
•PreGrade- Sort tomatoes by hand to their respective location
•Grade – Sort tomatoes by hand to their respective location
•Box Maker – Feed material into their respective machines to form boxes and lids. Add glue to glue pots at regular intervals.
•Box Filler – Monitor fillers and ensure all are working properly. Pull off boxes that are overweight or underweight. Clear jams.
•Stacker – Manually stack boxes (25 lbs) onto wooden pallets.
•Forklift Driver – Operate Forklift for the purposes of unloading, loading, or to transport for one area to another.
•Checker – Generate and apply tags and assign cooling room location for storage of full pallets. Computer input.
•Clam Packer- Manually put clams in the box
•Box Pusher – Ensure that empty boxes are fed into the filler box chutes off the line circles all box filler chutes.
•Scooper- Scoop tomatoes in the hopper
•Janitorial- Sanitize the packinghouse throughout the day and at the end of the day.
•Shipping- Load pallets into trucks, handle the shipping documents, and process information in the system.
•Repack - Sorting previously stored (colored) tomatoes and discarding decayed/damaged tomatoes. Replace discarded tomatoes. Exchange tomatoes to a dry box as needed.

This work requires adherence to important food safety and quality standard operating procedures and the ability to work quickly and consistently alongside fellow workers with a positive, professional, team-based attitude and a consideration for the safety and health of fellow workers and of the consumers who will purchase and consume the fresh produce.

Workers may operate implements of husbandry such as farm vehicles, equipment such as trucks, tractors, sprayers, water tank trucks & dump/haul trucks. Workers will be instructed in the safety and operation of vehicles/equipment before operating. All vehicles should be driven in a manner to protect workers, harvested produce, in-field crops, and equipment. Operators should ensure all equipment is functioning correctly before operating and completion of the company's driving certification process. The use of all necessary PPE and safety equipment including wearing of seatbelt at all times when operating farm equipment is mandatory. Workers may assist with the repair, service, & maintenance of farm equipment including the prep, cleaning, lubrication, assembly, inspection, dismantling of equipment parts. Additional worker responsibilities will be the tasks listed below:
1.Monitor who comes in and out of the housing property
2.Conduct daily inspection of units
3.Note and report maintenance repairs to housing supervisor
4.Report issues to housing supervisor/management

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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Employee Badge: At the beginning of the employment period each worker will be assigned an employee badge for identification and payroll purposes. The worker will be required to keep the badge throughout his/her employment period and must have the badge in possession at all times while working. The worker will present their badge to the Supervisor at the beginning and end of each workday, and from time to time throughout the workday, for payroll purposes. The employer will provide the worker with the badge free of charge.

Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time and may include all of the following job specifications.

Tomatoes: Farm work duties will include farm labor tasks for production of tomatoes crops. Farm labor tasks consist of laying plastic, marking walkways, planting, weeding, shoveling, installing irrigation, staking and hammering. Workers must adhere to all safety rules as instructed by their supervisors and all farm work operations must meet the standards and specifications given by the employer.

Workers should be able to work on their feet in bent positions for long periods of time. Workers are exposed to conditions due to weather events. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Workers are exposed to wet weather early in the morning and heat throughout the day while working in the fields. Temperatures may range from 10 to 110 F. Workers are exposed to wet weather conditions. Workers may be required to work during occasional showers not severe enough to stop field operations.

Workers will report to work at the designated time and place as directed by the grower each day. The standard work is 7 hours per day. In peak periods of seasonal crop demands, employees may be requested but not required to work up to 12 or more hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields, weather, orders, and maturity of the crop. Employees may volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur any time throughout the season.

All operational specifications can change during the season due to crop or market condition. Workers will be expected to conform to the specific instructions given for each day's work. A farm manager, supervisor, or a designated employee will provide instructions and general supervision. The grower or supervisor will make daily individual work assignments, team or crew assignments, and determine location of work as the needs of the operation dictates.

Person seeking employment, as a farm laborer must be available for the entire period requested by the employer and possess 3 months experience in fruit and vegetable production. Successful applicants will be subject to a trial period of up to 2 weeks during which their performance of required tasks will be evaluated. If the performance is not acceptable to the employer it is at their sole discretion that the worker be terminated following the progressive disciplinary process.

j. Job Offer Information 10

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

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

All domestic and/or nonresident seasonal workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. The decision to pay above the stated prevailing hourly rate will be made by the employer, at his sole discretion, and will be based on factors including the recipient's performance and tenure. Employer retains the right to discharge an obviously unqualified worker, malingerer, or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium product. All terms and conditions in the job order will apply equally to all workers, domestic and foreign, employed under this job order.

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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or acclimation period, to reach production standards when production standards are applicable. The employer may discipline the worker including requiring the worker to leave (without pay) the field for a period determined by the company, unpaid suspension from employment for up to three days, or termination of employment. Workers will be terminated or disciplined for failure to follow work rules (see attachment). The process for terminating a worker will follow the company's Progressive Discipline Policy which is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. The steps of SMFF's policy are counseling/ verbal warning, written warning, suspension and/or final warning, and termination. SMFF reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training, the employee's work record, and the impact the conduct and performance issues have on the organization.

The company will track workers' productivity throughout the H-2A contract on a daily basis. A worker who is not able to meet the production standards established within the H-2A contract after the 2 week acclimatization period will be subject to progressive discipline, up to and including termination. The farm supervisor will coach employees regarding their productivity standards during the acclimatization period with the production data provided by the company. The worker will receive 3 notices prior to termination if production performance does not improve to the standards set forth above. Human Resources will participate in the process and facilitate all written employee notices.

If a worker is terminated, the employee loses the right to housing and must vacate the housing within seven (7) days in accordance with the Company's Housing Occupancy Rules. As provided by the U.S. Department of Labor regulations, the terminated worker will be responsible for all expenses in returning to Mexico. Once the worker is terminated, U.S. Department of Homeland Security regulations require that the worker return to Mexico within ten (10) days. The Company shall advise the U.S. Department of Labor of the worker's terminated status within two (2) days of the termination date. A worker that is terminated due to lack of production shall not be eligible for re-hire for a minimum period of one (1) year.

The acclimatization period for all crop activities is 2 weeks starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues. After completion of the acclimatization period, workers are to keep up with fellow employees and not detrimentally affect other workers' productivity.

l. Job Offer Information 12

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

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

The acclimatization period for all crop activities is 2 weeks starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues. After completion of the acclimatization period, workers are to keep up with fellow employees and not detrimentally affect other workers? productivity.

Employer Furnished Tools and Equipment
The employer will furnish, without costs, all tools, supplies, or equipment required in the performance of work. The employer will charge the worker for reasonable cost related to the worker?s refusal or negligent failure to return any property furnished by the employer or due to such worker?s willful damage or destruction of such property.

Injuries
The employer will provide Workers Compensation Insurance at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker?s employment. The employer assures that workman?s compensation will be in place and valid for the duration of the contract.

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.

Terms and Condition Changes
The employer will expeditiously notify the order-holding office or State agency by telephone, email, or written correspondence 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.

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.

Contract Impossibility
The employer will terminate the work contract of any worker whose services are no longer required due to fire, weather, or an act of God. In the event of such termination, the employer will be bound by the three-fourths guarantee from the first work day after arrival to the date of termination. The employer will attempt transfer the employee to comparable work acceptable by the employee consistent with existing immigration as applicable. If such transfer is not affected, the employer must: (1) Return the worker at the employers? expense to the place the worker came from to work for the employer, or transport the worker to the workers next certified H2A employer, whichever the worker prefers (2) Reimburse the worker the full amount of any deductions made from the workers pay by the employer for transportation an subsistence expenses to the place of employment (3) Pay the workers for any costs incurred by the worker transportation and subsistence to the employers place of employment. Whether such an event constitutes a contract impossibility will be determined by the CO.

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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

Proof of Citizenship
All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

Agricultural Work Agreement
A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences or the day a worker applies for a visa.

The employer agrees to abide by the regulations at 20 CFR 655.135, Assurances. The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits, and working conditions as those in which the employer offers or intends to offer to non-immigrant workers.

n. Job Offer Information 14

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

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

Appendix H - Attachment 3
Fair Food Program and H-2A Rights
Welcome to the Fair Food Program
You will be working for a company that participates in the Fair Food Program (FFP). The FFP was created by the Coalition of Immokalee Workers, a human rights organization led by farmworkers. The FFP promotes farms where workers and growers benefit from a fair and dignified work environment. Your rights under the Fair Food Program will be monitored and enforced by the Fair Food Standards Council (FFSC). This is a short introduction to those rights. You will receive more detailed training when you get to the farm.
Complaints and Questions
On FFP farms, workers (that means you!) are empowered to help ensure that your rights are respected. You can always make a complaint about problems that you or your co-workers experience, without the fear of retaliation. Supervisors cannot fire you or retaliate against you in any way because you make complaints to the company or the FFSC. Your complaints will be taken seriously by the people investigating them. And, if you want, your complaint will be kept confidential. If you have any complaints or questions about your experience at the farm, you can always contact the Fair Food Standards Council - 24 hours a day, 7 days a week - by calling FFSC?s toll-free complaint line:
Fair Food Standards Council
Toll-Free ? 24/7 ? Confidential
1-855-873-9494
Discipline and Terminations
FFP farms are required to use a progressive discipline policy when disciplining workers, and generally cannot terminate workers without first issuing a verbal warning and at least one written warning. However, farms do have some ?zero-tolerance? rules in which a worker can be terminated for a single offense, including acts of violence and sexual assault.
If you are terminated without first receiving verbal and written warnings, or if you believe that you have been inappropriately disciplined, please contact the Fair Food Standards Council.
Hours and Timekeeping
In the FFP, farms are required to have an accurate system for recording all of the hours that you work. You should control your time registration device ? your ID badge or time card ? during clock-in and clock-out. You should clock in as soon as you arrive at the company?s property, and should not be required to clock out until all tasks are complete and you are leaving the farm. This is important because every worker must earn at least the legal hourly minimum wage, even if you are being paid by the piece.
Fair Food Program Bonus
Workers in the FFP receive a bonus in their regular paychecks. The bonus is paid for by certain companies that buy tomatoes from the farm. That bonus will change each week depending on how much your farm sells to those companies and how much you earn each week.
Filling the Bucket
Workers in the FFP are only required to fill their harvesting buckets with tomatoes to the rim of the bucket. You are not required to put tomatoes above the rim of the bucket, but you also can?t shake your bucket.

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

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

Recruitment Fees: All recruitment of workers from Mexico for the H-2A program on FFP farms must be done through the National Employment Service (SNE). No other person or agency may recruit workers. No one is permitted to charge you any fees for helping you get a job. If anyone asks you to pay them or anyone else for helping you find work on a FFP farm, call FFSC to report this at our toll-free number: 1-855-873-9494.
Reimbursement/Payment of Travel Expenses: You will have to pay for certain things when you travel from your hometown to the farm in the U.S. Remember to request and keep copies of receipts for all expenses from your hometown to the farm in the United States, including transportation, food, and lodging. You will receive payment from the farm for those expenses. Usually you will get this money in the first pay period you work, but always by the time you complete 50% of your contract. If you complete your contract, the company will also pay for you to return home, including reasonable costs for travel, food and lodging.
AEWR
PLEASE READ YOUR CONTRACT (ETA FORM 790) CAREFULLY. It should be written in your native language. If necessary, get someone to read it with you and explain anything you do not fully understand. This form will tell you the minimum you should be paid for every hour that you work. That is usually in paragraph # 17 on page 4 of the form. How much you will be paid per hour is called ?AEWR?. The AEWR depends on where you will be working in the U.S. The AEWR is your minimum hourly wage for the contract. That means that even if your employer pays you a ?piece rate? ? meaning you are paid based on the tasks you are performing, for example the number of buckets you harvest? you must be paid at least the amount in paragraph 17 for every hour you have worked during the week. But, you can make more than the minimum hourly rate in paragraph #17 if you are a very fast worker.
3/4 Guarantee
Look carefully at paragraphs # 9 and # 11 on pg. 1 of your contract (the ETA Form 790). They will tell you the period of time you are being hired for, and the number of hours per week your employer expects you to work. Those hours are not guaranteed for each week, but the employer has agreed to pay you for at least 75% of the total hours shown in your contract even if you are not asked to work that amount.
Example
Let?s say your contract runs from 4/3/16 to 7/23/16 and the farm expects you to work 35 hours from Monday through Friday, and another 5 hours on Saturdays, for a total of 40 hours per week. The AEWR you are promised is $10.59 per hour. Under the ?3/4 Guarantee?, you are guaranteed to make at least $5,083.20 for working in the U.S. under your H-2A contract, based on $10.59 per hr. x 40 hrs. per week x 16 weeks x 75%.
Housing and Meals
The farm must provide you with housing that is safe at no cost to you. The farm must also provide free and convenient cooking facilities where you can prepare your own meals, or must provide you with three meals a day for which you can be charged an amount limited by law.

p. Job Offer Information 16

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

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

Health and Safety at Work
The farm must ensure that workers? safety and health are protected:
? The farm is required to allow workers to stop working - without retaliation ? under any circumstance in which a worker believes that their health and safety is threatened or in danger.
? The farm is required to stop work when there are threats to workers? health or safety, such as lightning, excessive heat, drift from pesticide spraying, or other immediate dangers.
? The farm is required provide shade at all times and locations that work being done. Protective equipment must be provided when necessary, and you must be trained on how to use the equipment correctly.
? The farm is required to ensure that clean drinking water and clean bathrooms are available and easily accessible throughout each workday.
? The farm is required to provide you with access to medical care - and pay for any medical bills or medicine - if you get sick or injured on the job.
? The farm must give you the opportunity to take a reasonable number of breaks during the day, to rest, drink water, use the bathroom, and use the shade that is made available to you.
? Workers must be provided with reasonable days off to rest.

A Respectful Work Environment
The farm must offer a work environment in which all workers are respected. Forced labor, violence, weapons, and sexual assault are never allowed on a Fair Food Program farm. You also have the right to work without being subject to verbal abuse, discrimination, or sexual harassment. For example:
? Verbal Abuse: Supervisors cannot use offensive language, speak to workers disrespectfully, or yell at workers.
? Discrimination: Workers should not be treated differently due to the color of their skin, the country they come from, the languages that they speak, their gender, or sexual orientation;
? Sexual Harassment: Workers should not be subject to unwanted touching, vulgar language or jokes, stalking, demands for sexual activity, or promises of better treatment based on sexual favors).

Returning to Work on Future H-2A Contracts
When you return to Mexico after your contract ends, you must go to your local SNE office to find out if you are eligible to return on a future contract. If you learn that you are not eligible to return to the same farm, you can appeal that decision by contacting the FFSC at 1-855-873-9494. Even if you are not eligible to return to the same farm, you may be eligible to work on a new contract at another FFP farm.
9494.
Additional H-2A Protections
In addition to knowing your rights and responsibilities under the Fair Food Program, make sure you are familiar with the protections you have under the U.S. laws as an H-2A worker. Here are a few of the most important legal protections you have:

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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

The following rules are intended to provide standards of conduct expected of workers employed under this contract. Violations of these rules or other lawful, job-related employer requirements will be subject to the company's Progressive Discipline Policy up to and including termination. Workers are expected to comply with ALL rules related to discipline, attendance, work quality or quantity and the care or maintenance of all property.

1.Workers are expected to perform the assigned tasks at the company's standards. Employees who fail to do so will be subject to the company's disciplinary process.
2.No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Alcohol/ Illegal drugs may not be used or kept on the employer's premises. Random drug testing may be conducted by employer; employees must be willing to submit to a random drug test(s).
3.Excessive absences or tardiness will not be permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period without the employer's consent.
4.Workers are expected to maintain cleanliness of their living quarters and shall promptly report problems to the employer. Workers shall cooperate with other workers assigned to the same housing in maintaining cleanliness of kitchen, dining, bathroom and living areas.
5.Workers living in employer-provided housing that are assigned bunk beds may not separate or move bunk beds.
6.Workers living in employer-provided housing may not cook in sleeping rooms or any other non-kitchen areas.
7.Workers may not repeatedly drop paper, cans, bottles, or other trash in fields, packinghouses, or housing areas. Trash and waste receptacles must be used.
8.With the exception of the worker's assigned housing and/or work area/field, workers may not enter employer's premises without authorization by the person in charge.
9.With the exception of the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work.
10.Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer.
11.Workers may not abuse or extend break periods which may be provided or take unauthorized breaks from work, with the exception of reasonable breaks as needed, or instances in which workers feel that their health or safety are in danger.
12.Workers may not deliberately restrict production.
13.Workers may not engage in horseplay, scuffling, throwing things, wasting time or loitering during work hours. Worker may be discharged for fighting on the employer's premises at any time.
14.Workers may not post or remove any notices, signs or other instructions on the employer's property.
15.Worker may be discharged if they steal from fellow workers or from the employer.
16.Workers may not falsify personal, medical, production or other work-related records.

r. Job Offer Information 18

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

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

17.Workers may not willfully abuse or destroy any machinery, equipment, tools or other property belonging to the employer or other employees.
18.After the trial period, workers are to keep up with fellow workers and not detrimentally affect other workers' productivity.
19.Workers may not commit acts of insubordination.
20.Workers may not interrupt other workers' rest/sleep periods by excessive or unnecessary noise or commotion.
21.Workers and/or their guests may not engage in illegal conduct at any time on the employer's premises. Temporary safety restriction: No visitors are allowed in the housing campus area during the COVID-19 pandemic period. Housing residents will be advised by management when these restrictions can be lifted.
22.Repeated failure to follow instructions, obey safety requirements, equipment and vehicle operation instructions will result in progressive discipline warnings up to and including termination.
23.Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to production, harvesting or packing standards, or rough handling of produce may be terminated.
24.No firearms or other weapons may be brought onto the employer's premises AT ANY TIME.
25.Worker's may not use headphones, access the internet, or hold phone conversations while engaged in production or harvest work, with the exception of circumstances in which a worker is attempting to communicate illegal or dangerous working conditions to the company's HR department or toll-free confidential complaint hotline.

Failure to comply with the above work rules may result in termination or discharge, in accordance with the company's progressive disciplinary policy.

Note: If you do not understand any of the above rules, please ask your supervisor or Human Resources for an explanation.

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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Board Arrangements

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

For worker?s residing in housing units without access to kitchen facilities the employer will provide 3 meals a day for which a deduction from the worker?s pay in the amount of the minimum daily subsistence amount in effect during that time. In housing units with kitchen facilities, if for any reason, the kitchen facilities should become unavailable, such as because of fire or other calamity, the employer will provide meals for which a deduction from the worker?s pay may be made for 3 meals per day of the amount that is the minimum daily subsistence amount then in effect for such period that kitchen facilities are not available. Employer will provide (on a voluntary basis) weekly transportation to assure workers access to stores where they can purchase groceries. If both male and female workers are hired, separate toilet and shower facilities are available and will be provided by the employer. There is no family housing provided as it is not the prevailing practice in the area of intended employment.

Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. 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 worker?s 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.

Reasonable repair cost of damage, other than that caused by normal wear and tear, will be charged to the workers found to be responsible for the damage to housing or furnishings. The employer retains possession and control of the housing premises at all times. Workers who are provided housing under the terms of the work contract shall vacate the housing no later than 7 days upon termination of employment. Employees may be asked to vacate the premises immediately under certain circumstances that may jeopardize the overall safety of the campus or others.

Smoky Mountain Family Farms requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards in advance of the date of need reflected on the attached ETA Form 790.

t. Job Offer Information 20

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	

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

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