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

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

A. Job Offer Information

1. Job Title * Farmworker/Laborer

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	31	31	3. First Date * 6/26/2023	4. Last Date * 11/5/2023

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)* *

40	**a. Total Hours**	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday

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

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 17 . 34	☑ HOUR ☐ MONTH	$ 28 . 00	per 18-bushel bulk bin clip harvest/honey crisp. Hourly equivalent $17.34. Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate.

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

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

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

H-2A Case Number: H-300-23116-969382 Case Status: Full Certification Determination Date: 05/24/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

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

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

3. Training: number of months required. * 0

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

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☑ d. Drug screen
☑ e. Lifting requirement 60 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☐ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. Repetitive movements

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

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

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

See Addendum C

C. Place of Employment Information

1. Place of Employment Address/Location *
16321 40th Ave

2. City *	3. State *	4. Postal Code *	5. County *
Coopersville	Michigan	49404	Ottawa

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 *
16321 40th Ave

2. City *	3. State *	4. Postal Code *	5. County *
Coopersville	Michigan	49404	Ottawa

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

7. Total Units * 5

8. Total Occupancy * 36

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)* *

NONE

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

E. Provision of Meals

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

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

2. The employer: *	☑ **WILL NOT** charge workers for meals.		
	❑ **WILL** charge each worker for meals at	**$** _____ . ____	per day, if meals are provided.

F. Transportation and Daily Subsistence

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

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (*i.e.*, inbound) and (b) from the place of employment (*i.e.*, outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

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

G. Referral and Hiring Instructions

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

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

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

Employer will not employ undocumented or fraudulently documented workers. Upon hiring and by end of third work day, workers must present original document(s) to establish identity and employment eligibility required by INA to continue employment.

Candidates should check with Employer one week prior to contract start date to confirm no changes to job opportunity. Candidates referred by employment office (i.e. Michigan Works!) should check with employment office 9 days and no later than 5 days prior to date of need to preserve rights under 20CFR653.501(d)(4).
Employer is equal opportunity employer and agrees to comply with assurance at 20 CFR 655.135
Employer will notify Local Office or State agency if employment terms and conditions change due to factors including crop, weather, or recruitment conditions. Work Agreement terms may be changed upon posted notice to workers and ETA Regional Administrator approval.

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

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

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   B. Transportation from Place of Employment (Outbound)

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

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

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

   C. Daily Transportation

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

   D. Compliance with Transportation Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Owsiak	Erika	
4. Title *		
Office Manager		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	5/9/2023

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
	Apple Harvest - all varieties	$ 16 . 00	Piece Rate	per 18-bushel bulk bin. Estimated hourly equivalent: $17.34. Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less than state's AEWR hourly rate for each hour worked. Partial boxes will be paid 25% if 1/4 full, 50% if 1/2 full, and 75% if 3/4 full.
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		

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 §
Gavin Orchards LLC	3791 Coolidge St Conklin, Michigan OTTAWA		6/26/2023	11/5/2023	31
Gavin Orchards, LLC	2612 Coolidge St. Conklin, Michigan 49403 OTTAWA		6/26/2023	11/5/2023	31
Gavin Orchards, LLC	20355 40th Ave Conklin, Michigan 49403 OTTAWA		6/26/2023	11/5/2023	31
Gavin Orchards, LLC	20100 40th Ave Conklin, Michigan 49403 OTTAWA		6/26/2023	11/5/2023	31
Gavin Orchards, LLC	2998 Taft St. Conklin, Michigan 49403 OTTAWA		6/26/2023	11/5/2023	31
Gavin Orchards, LLC	3271 Roosevelt St. Conklin, Michigan 49403 OTTAWA		6/26/2023	11/5/2023	31
Gavin Orchards LLC	19906 40th Ave Conklin, Michigan 49403 OTTAWA		6/26/2023	11/5/2023	31
Gavin Orchards, LLC	21336 40th Ave Conklin, Michigan 49403 OTTAWA		6/26/2023	11/5/2023	31

D. Additional Housing Information

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

THINNING: Workers may be required to hand thin different varieties of trees. Thinning may be done on the ground or ladder up to 12 feet in height or from a motorized platform. Thinning is a manual process used to control the size and quality of grown fruit. Worker must possess ability to pick up and handle a 12-foot orchard ladder weighing 30 pounds. Worker will remove the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. Workers will be expected to be able to identify and remove fruit that is misshapen, damaged and/or with other quality problems as directed by supervisors.
HOEING: Worker will walk or ride on mechanical weeding machine down rows of planted crops using a garden hoe or hand levers to remove weeds growing around and within plants. Care must be exercised as to not dig up or harm the adjacent vegetable plants. Worker must be able to walk, bend, kneel, stoop, sit and stand for long periods of time.
PRUNING: Worker will prune numerous varieties of apple trees according to established company procedures based on difference in treatment of different varieties. Worker performs pruning on trees for long periods of time using variety of pruning equipment including hand shears, hand loppers, hand saws, and 12-foot ladders. Pruning and thinning may be done from ground or up to 12-foot ladder or from motorized platform. Worker may be required to selectively prune only certain size and color trees as instructed by Employer.
Worker must possess or acquire pruning skills in order to identify and remove stub or broken branches, downward-growing branches, branches which rub against each other, shaded interior branches, dead wood and shoots/suckers with hand pruning saws and clippers, mechanized equipment in pruning activities.
WEEDING: Worker will be required to weed squash fields and orchards. Worker will weed by hand, with hand tools such as a hoe, mechanically or by spot-weed spraying. Worker will be trained in appropriate application of herbicides for spot-weed spraying. Worker will be required to identify and remove undesired plants, without causing harm to or removing adjacent squash plants. Worker will be required to stoop bend, and work on hands and knees for long periods of time. Hoes will only be used in the weeding process with management discretion. Worker will be required to efficiently use the hoe without causing damage to squash plants and may be required to solely hand weed if supervisors find hoe damage to squash.
PLASTIC MULCH AND DRIP TAPE RETRIEVAL: Worker will be required to lift plastic mulch and trickle irrigation tube from vegetable plant row at the end of season. This will be conducted after the tractor pre-lifts the row to allow for easier retrieval of the material. Worker will make sure the material loose from the soil so the mechanical roller can take away the product. Worker must be able to walk, bend, kneel, stoop, sit and stand for long periods of time and lift up to 25 pounds. Worker may also be required to place plastic mulch down by hand if the wind lifts the mulch from the soil.
Pay will be hourly.

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*) *

Employer will make following deductions from worker's wages:
FICA taxes if required,
Federal, state and local income tax if required,
Other deductions expressly authorized or required by state or federal law,
Other deductions worker authorizes in writing.

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

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

Job requires worker to complete tasks in General Farm Labor; Hand Harvest of: Apples, Cherries, Hot Peppers, Peaches, Round Tomato, Tomatillo, Corn, Strawberries, and Cucurbits (Yellow Squash, Grey Squash, Winter Squash, Zucchini, etc.).

Experience Requirement: 3 verifiable months of commercial hand harvest experience of vegetable or tree fruit required. Applicants must furnish job references from recent employers within the last 5 years establishing acceptable prior experience.

Drug test conducted at employer's expense and not utilized as pre-employment tool.

d. Job Offer Information 4

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

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

Employer provided transportation to/from housing site(s), worksite(s), and weekly errands will include: 2009 Chevrolet Station Wagon (12 passenger); 2004 Chevrolet Express (12 passenger); and 2006 Ford F450 Bus (26 passenger). Vehicle(s) used will be determined by needs of the day. If number of workers requiring transportation exceeds number of seats in vehicle, Employer will make multiple trips. Sometimes, workers may walk from housing to worksite location due to proximity.

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 *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation

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

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

f. Job Offer Information 6

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

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

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

Outbound: Criteria for benefit are identical for foreign and domestic workers. Worker may select means of transportation home, however, reimbursement is limited to lesser of per worker cost of Employer provided transportation or most economical and reasonable common carrier transportation cost. Worker who arranges own transportation assumes all liability and holds Employer harmless for damages, injuries, and personal or property losses, pays for transportation and subsistence and submits expense documents to Employer for reimbursement (as detailed above) to be paid by check sent via US mail or other delivery system worker requests.
Employer will not reimburse, pay for or provide outbound transportation and subsistence to worker who resides within reasonably commutable distance, who does not provide documentation of identity and employment eligibility required to complete Form I-9, who has knowledge at recruitment place that worker cannot perform job order duties, who abandons employment, or who is discharged for lawful job related reasons.

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 *	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 employer provided vehicles are properly inspected and insured. All drivers are properly licensed. For workers eligible for housing benefit, Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

h. Job Offer Information 8

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

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

Alcohol And/Or Drug Use: Worker must not be under influence or impaired by alcohol, prescription legal or illegal drugs or medications, or other substances that may adversely affect alertness, coordination, reaction response or safety during work hours. Employer may require alcohol and drug testing if reasonable suspicion that worker is under influence at work, when worker suffers injury and requires medical attention or regulatory agency reporting either while on duty, or while on Employer's work premises. Testing may also be required if worker is involved in workplace injury resulting in damage to property or injury to others. Grounds for reasonable suspicion include, but are not limited to observation of slurred speech, bloodshot eyes, erratic behavior, difficulty walking, difficulty performing assignments, paraphernalia, and/or the smell of alcohol or drugs on worker. Worker agrees to testing as a condition of employment. Testing done at employer?s expense and not utilized as a pre-employment tool.

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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

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

j. Job Offer Information 10

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

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

Employer retains possession and control of housing and will conduct weekly inspections for compliance with below rules. Worker and other housing occupants must vacate housing within 48 hours of termination of employment. No person not authorized by Employer may occupy housing. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Employer distributes and posts housing rules. Workers who do not comply with housing rules will face progressive discipline, up to and including termination of employment and removal from housing. Employer generally uses 3-step disciplinary process:
1) written warning for first violation,
2) written warning for second violation,
3) termination upon third violation

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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Worker's Compensation Information

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

Worker's Compensation Insurance Carrier: Farm Bureau Insurance
Deadline for filing claim: Notice should be given as soon as practical following date of injury or death, but no later than 24 hours after incident.
Contact information for person who is to be notified in order to file a claim: Homero Martinez at 616-335-1615.

l. Job Offer Information 12

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

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

n. Job Offer Information 14

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

Good Agricultural Practices
Worker Protection Standards
Right to Know
Heat Safety

p. Job Offer Information 16

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

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

IRRIGATION: Workers will be asked to dig trenches using a shovel and lay drip irrigation lines. Workers will also inspect new and pre-established drip irrigation lines to make sure equipment is working properly. Workers will assist moving irrigation pipes and connecting back together. Workers will be required to cut drip-tape at end of row as instructed and hook up drip-tape to main water line and fix leaks as directed by supervisor.
BUILDING REPAIRS/CONSTRUCTION: Worker will be required to conduct farm building repairs and cleaning on existing farm buildings including employer-provided housing, including painting, roof repairs, wall and floor repair. Worker may be requested to assist in the establishment and construction of new farm buildings. Worker will be required to safely use tools including hand tools and power tools such as drills and saws. Worker will be required to lift up to 60 pounds.
Pay will be hourly.

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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

1.Worker cares for young non-producing fruit trees, and trees in the tree fruit nursery. This job task includes weeding, hoeing, trunk planting, and hand fertilizing and growth selection by hand and clipping.
2.Worker will plant squash seeds or transplants with the help of hand tools or ag equipment according to supervisor instructions. Employer will provide tools.
3.Worker hand thins apple trees to ensure proper fruit load.
4.Worker prunes, trains and positions, apple trees and nursery trees to trellis, including clipping and tying limbs and shoots to wire from ground or up to 12-foot ladder or from motorized platform.
5.Worker provides general labor to assist in new orchard establishment by clearing property, planting trees, building trellis, repairing trellis and spreading of composited material and any other labor considered necessary for efficient structure of new orchard properties.
6.Worker will place employer provided stake into ground. Stake will be pounded in. Plant will be tied to the stake. Stake will be removed at the end of the season.
7.Worker cares for trees during growing process-recognizes tree disease such as blighted branches in apples and gummosis in cherries.
8.Worker places pheromones in orchards as directed by supervisor. Employer will provide all tools needed to complete this job. Employer will provide additional training as needed.
9.Worker completes harvest preparation including spreading liners in bins into blocks by hand.
10.Worker props and ties apple, cherry and peach trees and limbs.
11.Worker loads and unloads empty bins by hand and place in orchard.
12.Worker completes farm clean up task to include picking up garbage around orchard, removing old string and wire from trellis and orchard blocks, and other hand tasks.
13.Worker will repair wood apple boxes with use of hand tools such as hammer, nails, nail gun, or electric saw.
14.Tractor Driving: Worker may be required to drive tractor. Employer will provide additional training for this task. Workers will not engage in pesticide application.
15.Vehicle Driving: If worker is eligible to drive under Michigan law and provides proof of no infractions from official source, Employer may require worker to drive in Employer-provided vehicle to and from the worksite and to locations within 30 miles as directed. To be eligible for driving job, worker must understand and agree to driving rules, as outlined in work rules below.

Pay will be hourly.

r. Job Offer Information 18

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

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

Apple Harvest: Worker will hand harvest Apples. Worker will use attached harness, bucket, or bag and pick low hanging fruit while standing on the ground or from higher branches standing on a ladder or tractor platform. Worker will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. Workers will carry harness, bucket, or bag up to 60 lbs and will place fruit into 18-bushel wooden bins. Extreme care must be exercised at all times to prevent bruising of fruit or breaking of branches and to prevent excessive stems or leaves in the bin. Harvest conditions vary based on weather patterns and market demands. Observation of bruised, damaged, or cull fruit by the supervisor will result in a bad bin mark. After three bad bin marks the employee will receive disciplinary action up to and including termination. A bad bin mark occurs when a bin is inspected and an excessive number of leaves and stems are found or significant number of culls, bruised, or damaged fruit is found by the supervisor.
Piece rate will be paid according to variety.
Cherry Harvest: Worker will hand harvest Sweet Cherries. Worker will attach harness, bucket, or bag and pick low hanging fruit while standing on the ground or on a ladder. Worker will pick according to grade, color, and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. Worker will carry harness, bucket, bag, or plastic lug up to 20 lbs. Care must be exercised at all times to prevent bruising of fruit or breaking of branches. Harvest conditions vary based on weather patterns and market demands.
Pay will be hourly.

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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Hot Pepper, Peach, Tomato and Tomatillo Harvest

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

Hot Pepper Harvest: Worker will hand harvest hot peppers; Jalapeno, Serrano, Poblano, Anaheim, Hungarian Wax, and Cubanelle at marketable sizes. Emphasis on larger peppers. Hot peppers will be harvested by demand into bulk plastic buckets and transferred to bulk 18-bushel boxes or plastic crates. Peppers will be harvested with extreme care to prevent damage, scratches, or bruising. Multicolored peppers are to be removed from the plant. Workers will be required to carry up to 60 lbs., walk, bend, stoop, and stand for long periods of time. Harvest conditions vary based on weather patterns and market demands.
Pay will be hourly.
Peach Harvest: Worker will hand harvest Peaches. Peaches will be harvested into bushel baskets or plastic crates depending on demand. Worker will pick according to grade, color, and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. Worker will carry harness, bucket, bag or plastic crate. Care must be exercised at all times to prevent bruising of fruit or breaking of branches. Harvest conditions vary based on weather patterns and market demands.
Pay will be hourly.
Round and Roma Tomato: Worker will hand harvest round and roma tomato. Tomatoes will be harvested at a marketable size and color into plastic crates. Tomatoes will be harvested with extreme care to prevent damages, scratches, or bruising. Workers will be required to walk, bend, stoop, and stand for long periods of time. Harvest conditions vary based on weather patterns and market demands.
Pay will be hourly.
Tomatillo: Worker will hand harvest Tomatillo. Tomatillos will be harvested by demand at a marketable size into plastic buckets and transferred to plastic crates. Tomatillos will be harvested with extreme care to prevent damages, scratches, or bruising. Workers will be required to carry up to 60 lbs., walk, bend, stoop, and stand for long periods of time. Harvest conditions vary based on weather patterns and market demands.
Pay will be hourly.

t. Job Offer Information 20

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

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

Corn Harvest: Worker will hand harvest corn. Worker will walk through rows of tall corn stalks. Worker will use both hands to grasp ears of corn firmly and pull down, then twist and pull to remove shank according to grade, size, shape and degree of maturity and placed into bin. Worker will pick into crates and may dump crates into 18-bushel bins. Worker must be able to lift approximately 60 pounds. Worker will be required to walk, bend and stand for long periods of time. Harvest conditions vary based on weather patterns and market demands.
Pay will be hourly.
Cucurbit Harvest: Worker will hand harvest Grey Squash at a marketable size: Extra Fancy, Fancy, and Medium, with Emphasis on Extra Fancy. Worker will hand harvest Yellow Squash, and Green Zucchini at a marketable size: Fancy and Medium, with an emphasis on Fancy. Worker will hand harvest other cucurbits at a marketable size. Marketable size for some varieties may be determined by grower during the time of harvest, dependent on market conditions. During growing season, fields need to be picked nearly every day or every other day. Cucurbits must be harvested with extreme care to prevent damaging, skinning or bruising. Workers will walk rows of Cucurbits and hand pick or use a paring knife to remove from the plant. All oversized Cucurbits are to be removed from the plant. Worker will place harvested Cucurbits into harvest containers which may be on elevated platform or on a wagon. Workers will stack and unload bushel or plastic crates from elevated platform or wagon located in the field. Plastic crates weigh approximately 26lbs. Full plastic crates will be stacked on pallets provided on the wagon located in the field. Workers will be required to walk, bend, stoop, and stand for long periods of time. Harvest conditions vary based on weather patterns and market demands.
Pay will be hourly.

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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

Strawberry Harvest: Worker will plant, weed, and deflower strawberries for harvest. Worker must harvest to quality standards, which change depending on weather and market conditions. Care must be exercised at all times to prevent damaging fruit and plant. Workers may need to be in bent over position for long periods of time.
Pay will be hourly.

v. Job Offer Information 22

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.