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 * Farm Workers -Construction Laborers

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	12	12	3. First Date * 9/19/2023	4. Last Date * 12/24/2023

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)* *

45	**a. Total Hours**	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	5	h. Saturday

7. Hourly Work Schedule *
a. 7 : 30 ☑ AM ☐ PM
b. 4 : 30 ☐ 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.)

As Construction Laborers, perform tasks involving physical labor at construction sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, and clean up rubble, debris, and other waste materials. May assist other craft workers. Clean up job site. Must be able to lift and carry 50lbs/75yds.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 17 . 81	☑ HOUR ☐ MONTH	$ 00 . 00	N/A

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.)

Social Security, Federal Taxes, and State Taxes (will only be charged if applicable in the state where work is performed). If any advances are given to workers, they will be deducted from their checks. Any willful destruction of property will also be deducted.

H-2A Case Number: H-300-23200-198832 Case Status: Full Certification Determination Date: 08/14/2023 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. * 0

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 50 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)*

Post-employment drug tests are paid for by the employer when applicable. Must be able to lift and carry 50lbs/75yds. See Addendum C.

C. Place of Employment Information

1. Place of Employment Address/Location *
47574 251st St.

2. City *
Baltic

3. State *
South Dakota

4. Postal Code *
57003

5. County *
Minnehaha

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

Agricultural Business Name: Driftwood Dairy

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 *
3000 S Louise Avenue, #301

2. City *
Sioux Falls

3. State *
South Dakota

4. Postal Code *
57106

5. County *
Minnehaha

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

7. Total Units *
1

8. Total Occupancy *
5

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)* *

(Apartment; Units: 1; total occupancy: 5)

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.)

The employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries and/or other incidentals.

If free and convenient kitchen facilities become unavailable for any reason, the employer will provide three (3) meals a day for which it will charge individual workers, by payroll deduction, no more than the daily permitted amount as provided in 20 CFR 655.173, which was $15.46 as of February 9, 2023, and which may be increased or decreased during the period of this employment.

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.)

Employer will provide daily transportation between housing provided or secured by the employer and the employer's place of employment at no cost to the worker. Please see Addendum C and Work Term 9 of 12 for more detailed Transportation Plan.

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.)

Applicants, Workforce Agency Personnel, Walk-Ins, Gate Hires, etc. may:
Call for an interview during normal business hours [between the hours of 8 am and 4 pm Mon. - Fri.]
Contact: Gloria Solis 515-357-4019
Employer Email: gloria@signet.us
Telephone interviews may be conducted during normal business hours as stated above.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (515) 357-4019	N/A	gloria@signet.us

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 §
Wright	Joshua	
4. Title *		
Immigration & Compliance HR Manager		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	7/25/2023

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

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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Driftwood Dairy	47574 251st St. Baltic, South Dakota 57003 MINNEHAHA		9/19/2023	12/24/2023	12

D. Additional Housing Information

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

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	3004 S Louise Avenue, #302 Sioux Falls, South Dakota 57106 MINNEHAHA	Apartment; Units: 1; total occupancy: 5	1	5	☑ Local authority ☑ SWA ❑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	3012 S Louise Avenue, #208 Sioux Falls, South Dakota 57106 MINNEHAHA	Apartment; Units: 1; total occupancy: 5	1	5	☑ Local authority ☑ SWA ❑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	3012 S Louise Avenue, #202 Sioux Falls, South Dakota 57106 MINNEHAHA	Apartment; Units: 1; total occupancy: 5	1	5	☑ Local authority ☑ SWA ❑ Other State authority ☑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____

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

H-2A Case Number: H-300-23200-198832 Case Status: Full Certification Determination Date: 08/14/2023 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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*) *

Employer will either arrange for inbound and outbound transportation via a charter bus service for the worker, or if the worker prefers to arrange their own transportation, Employer will reimburse the worker at no less than the most economical and reasonable common carrier transportation charges for the distances involved as well as for the related daily subsistence costs while the worker is traveling. Please see Work Term 1 of 12 for more detailed Inbound/Outbound Transportation arrangements.

b. Job Offer Information 2

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Work Terms 9 of 12

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

All workers that have a valid driver's license must agree to and comply with the employer's fleet policy agreement prior to driving any company vehicles. Workers shall not drive a company vehicle unless written permission is provided to employee.

Workers may be offered a bonus of up to $100.00 for becoming a Farm Labor Contractor Employee (hereinafter referred to as FLCE). All workers will be paid for hours in obtaining their FLCE license.

Drivers may be entitled to additional compensation for properly maintaining company vehicles. Drivers will be paid drive time hours at the Adverse Effect Wage Rate (AEWR) for the state in which work is performed.

The mode of transportation will be the vehicles which are included on the Farm Labor Contractor license. The FLC Certificate lists the available and approved vehicles, the number of vehicles, the type of vehicles, and each vehicle's seating capacity. The vehicle(s) used to transport our workers daily between housing provided or secured by the employer and the employer's place of employment are owned and or operated by the employer and are provided by the employer at no cost to the worker.

The employer-provided transportation will comply with all applicable local, State, or Federal laws and regulations, and will comply with at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841, 29 CFR 500.104 or 500.105, and 29 CFR 500.120 through 500.128.

The employer will provide transportation to the workers for their personal errands, including groceries, if applicable.

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.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*) *

The Employer will provide daily transportation between housing provided or secured by the employer and the employer's place of employment at no cost to the worker. The mode of transportation utilized will be TWO (2) passenger vans that are owned by the employer. Each passenger van has a total of 15 seats with 15 seatbelts, for a total of 30 seats and 30 seatbelts to transport the workers. Employer will transport the workers from the housing location to the worksite location each morning of the workweek and will transport the workers from the worksite to the housing location at the end of each workday.

d. Job Offer Information 4

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

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

If the employee has access to functional laundry facilities at the employer's housing but chooses to use a laundromat, the employer is not responsible for covering laundry expenses. However, if there are no functional laundry facilities available at the housing, the employer will provide transportation to a laundromat and pay a reasonable per diem for laundry expenses. The per diem will either cover the cost of laundry in advance or will be adjusted upon presentation of justifying receipts to reimburse the employee for reasonable laundry expenses.

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Terms 2 of 12

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

Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of the day to three (3) days may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.

Safety/ Production Standard
Workers will be expected to meet the following production standards after completion of training or break-in period, if applicable: Adequately skilled and safe use of nail gun, screw gun, measuring tape, saws, and other skills needed to meet the necessary time and safety requirements of the schedule.

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.

2. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor and with proper licensing. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.

3. Workers must not misuse or remove any employer owned property from the farm premises without authorization.

4. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office. This includes proper use of appropriate personal protective equipment (PPE) and any safety equipment required to operate equipment safely.

5. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.

6. Workers may not use cellular telephones, theirs or the employer's, for personal use during work time. Workers may carry and are encouraged to use cellular telephones in case of a bona fide emergency.

7. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions.

The employer will provide Workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Terms 3 of 12

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

Employee Expectations and Behavior

8. No use of beer or liquor is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs, which includes abuse of prescription drugs prescribed for either the worker or for another person. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Prescription medication must be kept in its original container with the original pharmacy label attached. Employer will test for drug or alcohol use upon reasonable suspicion that the worker may be affected by drugs or alcohol that could adversely affect job performance or the work environment, including safety related performance of the worker or other persons.

9. Excessive absences or tardiness will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Excessive absences or tardiness includes three (3) unexcused absences and/or tardies in a two (2) week period and may result in termination. Less frequent rates of unexcused absence and tardiness that negatively impact operations and productivity, such as one unexcused absence or tardy per week for consecutive weeks, will result in less severe discipline such as a written warning or suspension. Failure to correct such attendance issues will result in termination.

10. Any absence and/or tardiness that is requested at least twenty-four (24) hours in advance of the work start day and time for which approval from the worker's supervisor is obtained will not count as an unexcused absence. Absences for verifiable medical reasons or other emergency reasons that can be substantiated with verification will also not count as unexcused absences. Employer reserves the right, however, to terminate workers absent for any reason if the number of absences materially effects operations and productivity if the absences are not subject to the Family Medical Leave Act, the Americans with Disabilities Act, or similar applicable provisions.

11. Workers must maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear, in compliance with applicable housing requirements as determined by regular inspections by the employer and government representatives. For example, eggs, meats, and other foods requiring refrigeration must remain refrigerated, dishes and other cooking utensils must be cleaned, and lids must be kept on all trash and waste receptacles. The Employer may inspect housing for compliance with these requirements at reasonable times, and workers must report any damage or maintenance issues, whether by normal wear and tear, or by acts of an individual to their supervisor or the employer's office. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.

12. Reasonable repair costs of damage other than that caused by normal wear and tear will be charged to the workers found to have been responsible for the willful or reckless damage to the housing or furnishings as allowable by State and Federal law. Such conduct may result in termination.

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Terms 4 of 12

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

Employee Expectations and Behavior Continued:

13. All posters required by federal and state law will be posted at each housing location. They are not to be removed, defaced, or altered in any way. Workers who wish to have copies may ask their supervisor.

14. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.

15. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.

16. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.

17. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used, and lids must be kept on trash and waste receptacles.

18. Workers may not take unauthorized breaks from work.

19. Workers may not leave the field or other assigned work areas without permission of employer or person in charge.

20. Workers may not enter employer's premises without authorization.

21. Workers may not begin work prior to scheduled starting time or continue working after stopping time.

22. Workers living in employer's housing may not entertain guests in housing premises after 10 p.m. Sunday through Friday or after 11 p.m. on Saturday and may not have overnight guests at any time

23. Workers may not deliberately restrict production or damage plants.

24. Any worker who physically threatens another worker, the employer, or any supervisor, with or without any tool or weapon, will be subject to immediate discharge.

25. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.

26. Workers may not engage in horse play, scuffling, throwing things, wasting time, or loitering, including sitting in work vans or other equipment during work hours. Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.

27. Workers will be discharged if they steal from fellow workers or the employer.

28. Workers will not falsify identification, personnel, medical, production or other related records.

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Terms 5 of 12

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

33. Occupants of housing must not cover or remove smoke alarms or remove batteries from smoke alarms, must not remove heaters from housing, must not discharge fire extinguishers (except for use during an emergency), must not remove fire extinguishers from housing, and must flush toilet paper after use (do not leave used toilet paper in waste basket).

34. Occupants may not interrupt other workers' rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. on Sunday through Friday, nor after 11:00 p.m. on Saturday.

35. Occupants of housing may not post or remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without permission from the employer.

36. In determining appropriate disciplinary action, the employer will consider the seriousness of the offense and the surrounding circumstances, including the safety of the employee and others, the apparent awareness of the individual that his action or conduct would or could have serious consequences or his failure to consider the consequences of his action or conduct, and other factors. The Employer reserves the right to impose immediate discharge for serious violations. In cases that appear to warrant less serious penalties and for which the employee takes responsibility for future conduct in accordance with the work rules and other provisions of the job order, employees who violate work rules may be disciplined in the following ways (not limited to):
Oral warning and correction, written warning, unpaid leave for balance of pay, immediate discharge, suspension, and/or written fact statement. Employee may be asked to sign written fact statement.

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 - Work Terms 6 of 12

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

Merit based bonuses may be given. Higher hourly rate may be given based on experience, tenure, skill, and other non-discriminatory factors. If any advances are given to workers, it will be deducted from their checks as allowable by Federal and State Law. Any willful destruction of property will also be deducted by Federal and State Law.

All drivetime hours will be paid at the AEWR when the work is being performed.
Employer may provide company attire and/or money for the employees to purchase their own company attire. Employer may provide reimbursement for cell phone if used if the employee is required to use cell phone for company purposes.

Employer may, in its sole discretion, pay workers their normal hourly rate if the workers are required to not work due to weather conditions, material delivery delays, biosecurity protocols, or other reasons outside the worker's control.

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Terms 7 of 12

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

The employer will expeditiously notify the order holding office or State Agency by telephone immediately upon learning that a crop is maturing earlier or later, or that the weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.

Anticipated Hours Per Week
Additional hours of work, i.e., on Sabbath, or holidays may be offered under this job order, but may not be required.

The employer may require workers to work 45 hours per week but if it requests workers to work additional hours, the worker has the right to work only the 45 hours per week and not the additional hours offered by the employer.

Terminations
Employer reserves the right after employment to ask any employee at the employer's expense to take a blood or urine test to determine whether he/she is under the influence of controlled substances, illegal drugs or alcohol.

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 including but not exclusively: (1) criminal acts; (2) dishonesty; (3) theft; (4) willful destruction of property; (5) Insubordination; (6) Persistent tardiness; (7) failing to abide by employer safety absolutes; (8) negligent and/or reckless performance of job duties; (9) failure, after completing any training or break-in period, to reach production standards when production standards are applicable; (10) abandonment as defined below. Additionally, the employer may terminate an employee if it discovers a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. The employer may terminate an employee if it discovers a theft conviction record or status due to the expensive tools and equipment on farm worksites.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place of recruitment. Additionally, the employer will reimburse worker for reasonable cost of transportation and subsistence incurred by the worker to get to the place of employment.

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 - Work Terms 8 of 12

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

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 Opportunity employer and will offer U.S. workers no less than the same opportunities, wages, benefits and working conditions as those which the employer offers or intends to offer non-immigrant workers.

Assurances and Obligations

The employer hereby provides written assurance that the employer agrees to follow all of the assurances and obligations set forth in 20 CFR sec 655.135.

H-2A Labor Contractor - FLC and FLC Certificates

The employer hereby provides written assurance that the employer will renew FLC and FLCE Certificates for registration prior to their expiration. Assurance of Renewal of Workers Compensation Coverage During Work Contract.

This services as an assurance that should employer's worker's compensation insurance expire during the work contract period for which the employer employees' workers under the H-2A program, Employer will renew worker's compensation insurance policy to cover the workers.
Additionally, once Employer does renew the worker's compensation policy, Employer will provide the company's name, policy number, and effective date to the Certifying Officer, US Department of Labor, ETA, OFLC, Chicago National Processing Center, 11 W Quincy Court, Chicago, IL 60604.

This serves as an assurance that should Employer's FLC or FLCEs expire during the work contract period in which Employer employs workers under the H2 program, Employer will maintain them throughout the dates of need.

Employer requests permission for conditional entry into the Interstate and Intrastate Clearance System and assures that the worker housing will be available for inspection and in compliance with applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Terms 11 of 12

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

The Employer will pay at a minimum the Adverse Effect Wage Rate (AEWR) per hour and may increase this rate based on new published rate changes. The employer will pay the required wage rate between the AEWR, the prevailing hourly wage or piece rate, if applicable, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment. The employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. 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.

Workers may be entitled to bonus pay based on safety, performance, or other standards.

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 - Criminal Background Check

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

In order to ensure safety on the job, the employer may conduct post-employment drug testing following any accident, reasonable suspicion, or random testing if needed. Further, please note that Construction is a safety- sensitive job, and site equipment is usually expensive, and construction sites also have personal property and valuable proprietary information. The Employer seeks to employ individuals without a criminal record who will not steal materials, tools, and other
construction equipment. Conducting pre-hire background checks can alert the Employer if the possible candidate has a criminal conviction for theft or another related crime. Additionally, the Employer wishes to clarify that the employer will only conduct post-hire drug tests, as deemed necessary by the employer expense and as legally permissible. Construction is a safety- sensitive job, so the employer will require drug tests in post-accident, reasonable suspicion, and random testing (where legally allowed) scenarios.
Employer will conduct post-hire background check at employer expense to determine whether there is any pattern of drunkenness or use of illegal drugs that could pose an unreasonable risk to property or to the safety of others. Specifically, the worker will have frequent access to agricultural equipment for purposes of operation and repair of cranes. Operation or faulty repair of such equipment would pose an unreasonable risk to property or to the safety of others if done by an individual under the influence of alcohol or illegal drugs.
The employer will perform an individualized assessment and consider the following mitigating factors before taking any adverse action:
The length of time since the conviction.
The number of convictions on the record.
The nature and severity of the conviction.
The facts or circumstances surrounding the conviction. The age of the person at the time of the conviction. Evidence of rehabilitation efforts.

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Employer's Methodology for suggestion of appropriate SOC Code

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

Per the FAQs to the 2023 H-2A Adverse Effect Wage Rate (AEWR) Final Rule published on March 9th by the Employment and Training Administration of the Office of Foreign Labor Certification of the U.S. Department of Labor:
The AEWR applicable to a job opportunity depends on the SOC code or codes assigned to the job opportunity. The majority of H-2A job opportunities will be classifiable in one of the SOC codes associated with the field and livestock workers (combined) category and will be subject to the FLS-based AEWR. If the employer's job opportunity is not classifiable within one of the common SOC codes associated with the field and livestock workers (combined) occupational group, the appropriate SOC code will depend on the nature of the job opportunity (e.g., duties, qualifications, requirements, equipment used). The SOC code(s) can be identified by comparing the employer's job opportunity to the SOC code descriptions and other information on the Department's Occupational Information Network (O*NET) website, located at ttps://www.onetonline.org/.
Additionally, the Office of Foreign Labor Certification's National Prevailing Wage Center provides the following guidance:

In determining the nature of the job offer, the first order is to review the requirements of the employer's job offer and determine the appropriate occupational classification. The O-NET description that corresponds to the employer's job offer shall be used to identify the appropriate occupational
classification.

Accordingly, the nature of this job opportunity (e.g. duties, qualifications, requirements, equipment to be used) is consistent with ONET code 47-2061.00 (Construction Laborers), and the highest wage is $17.81.

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 - Work Terms 12 of 12

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

Workers may assist supervisors in communicating information regarding work duties and requirements and instructing other workers in and related work activities. Workers may serve as the lead worker in small crews.

Workers will work on their feet in bent, stooped and crouched positions and on ladders up to ten (10) feet in height for long periods of time. Employees must be able to lift and carry materials or equipment with a weight of 50 pounds frequently throughout the workday. Work requires repetitive movements and extensive walking. Workers should be physically able to do the work required. Workers will be expected to work on days that are deemed workable by Employer's management. Disciplinary action may be taken if worker does not show up for work due to stated conditions. Workers are expected to be at work on time every day work is available and to work the full workday as specified in this job order.

p. Job Offer Information 16

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Work Terms 1 of 12

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

The employer will also provide advance subsistence at a minimum amount of $15.46 per 24-hour period of travel from the place of recruitment to the place of employment (if it is the prevailing practice).

Workers who provide receipts for meals and non-alcoholic beverages in excess of $15.46 will be reimbursed during the first pay period, up to the maximum of $59.00 per 24-hour period of travel from place of recruitment to the place of employment (if it is the prevailing practice).

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment (travel reimbursement subsistence will be the minimum amount of $15.46 per 24-hour period of travel and maximum of amount will be $59.00 per day from the place of employment to the place of recruitment. Due to subsequent employment with another employer who agrees to pay such costs, in which the employer will only pay for the transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonably similar common carrier transportation charges for the distance involved.

The employer must also provide or pay the reasonable costs for lodging where lodging is necessary. If not provided by the employer, the amount an employer must pay for transportation and, where necessary, lodging must be no less than (and is not required to be more than) the most economical and reasonable costs.

Upon completion of the work contract, employer will pay reasonable cost (most economical) of return transportation and subsistence in accordance with current rates published in the Federal Register (currently no less than $15.46 per day without receipt and up to $59.00 per day with receipts as the maximum amount to be reimbursed). (Per 20 CFR 655.173.)

The employer will not be responsible for providing the cost of return transportation and subsistence from the place of employment to the place of recruitment if the worker voluntarily abandons the job or is terminated for just cause. Free transportation will be provided from the housing location to the worksite and return each day.

All workers that have a valid driver's license must agree to and comply with the employer's fleet policy agreement prior to driving any company vehicles. Workers shall not drive a company vehicle unless written permission is provided to employee. Workers may be offered a bonus of up to $100.00 for becoming a Farm Labor Contractor Employee (hereinafter referred to as FLCE).

All workers will be paid for hours in obtaining their FLCE license. Drivers may be entitled to additional compensation for properly maintaining company vehicles. Drivers will be paid drive time hours at the Adverse Effect Wage Rate (AEWR) for the state in which work is performed.

Employer will either arrange for inbound and outbound transportation via a charter bus service for the worker, or if the worker prefers to arrange their own transportation, Employer will reimburse the worker at no less than the most economical and reasonable common carrier transportation charges for the distances involved as well as for the related daily subsistence costs while the worker is traveling.

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.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Work Terms 10 of 12

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

Deductions: All deductions required by law, including, but not limited to, FICA taxes, Federal, and State Income taxes, court & administratively ordered garnishments & other withholdings as well as for repayment of cash advances & repayment of loans, repayment of overpayment of wages to the Worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, & any other reasonable deductions expressly authorized by the Worker in writing including but not limited to health or retirement benefits offered by the employer.

The Worker will not be required by the Employer to purchase any health care benefit or participate in any retirement benefit that may be offered and may choose to state in writing that the worker declines to purchase any such Employer sponsored health care or retirement benefit. If the Worker timely chooses to purchase any such benefit, at the time the Worker states his or her desire to purchase such a health care benefit by completing and submitting any required written application any such benefit, the Worker also will be required to authorize a biweekly deduction from the Worker's wages to pay the Worker's portion of the monthly premium. Such authorization by a Worker for the Employer to make a bi-weekly deduction for wages, that is for the deduction to be made from wages paid on each payday from the workers' wages to pay the workers portion of the monthly premium or deduction. Such authorization by a Worker for the Employer to make said deduction every pay period must be in writing and signed by the Worker. The Workers share of the benefit must be stated in writing and signed by the worker. The Workers decision to decline or to accept the opportunity to purchase health insurance benefits offered by the employer will likely be irrevocable for the remainder of the benefit plan year absent a "Qualifying Event" affecting the Worker.

Information concerning the amount the Worker must pay as the Worker's share of the premium cost in order to purchase a health care benefit will be provided in writing if such benefit is offered. Additionally, information concerning the amount that the worker may contribute to any retirement plan will be provided in writing if such benefit is offered.

Any offered health or retirement plans shall be governed by the terms of any such plan, the requirement of any insurance company or third-party administrator as well as payroll administration requirements. No deduction not required by law will be made that brings the worker's hourly earnings below the FLSA Federal statutory minimum wage, except and unless allowed by law.

r. Job Offer Information 18

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.