



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

A. Job Offer Information

1. Job Title * Farmworkers/ Laborers								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 2/15/2024				4. Last Date * 12/1/2024
		6	6					
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *	
54	a. Total Hours	9	c. Monday	9	e. Wednesday	9	g. Friday	
0	b. Sunday	9	d. Tuesday	9	f. Thursday	9	h. Saturday	
							a. 8 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
							b. 5 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> 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.) General farm labor including: fertilizing, planting, cultivating, and harvesting crops. Prepare farm grounds and equipment for the planting season. Set, operate, and maintain farming equipment to plant, fertilize, and harvest crops. Use power equipment, including tractors, ATVs, UTVs, and associated implements. Complete general farming duties such as servicing equipment, shop work, loading and unloading materials, and maintenance of farm grounds and equipment. Prepare equipment and facilities for the end of the season. Must be able to lift 50 pounds to a height of 5 feet, and be able to carry 50 pounds for 50 yards. Must be able to work outdoors and indoors in temperature extremes. Must be able to bend, climb up equipment, and use hand tools. Must be able to obtain a US Driver's License within 15 days following hire. 3 months of tractor operation and maintenance experience required.								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 18 . 18		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 00 . 00		Applicants may be offered higher than the advertised wage rate due to experience and/or merit. Overtime rate is \$26.31.		
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? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
10. Frequency of Pay: * <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								



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

E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
(Please begin response on this form and use Addendum C if additional space is needed.)
 The employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on voluntary basis) transportation to assure workers access to stores where they can purchase groceries.

2. The employer: *

	<input checked="" type="checkbox"/> WILL NOT charge workers for meals.		
	<input type="checkbox"/> WILL charge each worker for meals at	\$ ____ . ____	per day, if meals are provided.

F. Transportation and Daily Subsistence

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

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

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

G. Referral and Hiring Instructions



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

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

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

Referrals will be accepted from any source including other applicants, workforce agency personnel, walk-ins, gate hires etc.

Workers may also contact our office at 770 North High School Road, Indianapolis, IN 46214 or contact Co-Alliance Cooperative, Inc. at (317) 745-4942 and/or contact the local workforce office during regular hours and submit an application or resume.

The employer will be available to interview applicants during regular business hours, Monday through Friday, 8 am to 5 pm.

2. Telephone Number to Apply * +1 (317) 745-4942	3. Extension § N/A	4. Email Address to Apply * Jennifer.Brown@co-alliance.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? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

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

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

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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

6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 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).



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

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

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

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

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

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

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

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

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

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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

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

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

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
 - A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(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 * Brown	2. First (given) name * Jennifer	3. Middle initial §
4. Title * Human Resources Manager		

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



5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 1/1/2024
--	------------------------------

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 §
Co-Alliance Cooperative – Covington OH Agronomy	550 E Broadway St Covington, Ohio 45318 MIAMI	The worksites listed are Co-Alliance’s locations where the workers will obtain tools and supplies.	2/15/2024	12/1/2024	3
Co-Alliance Cooperative – Versailles OH Agronomy	9368 McGreevey Rd Versailles, Ohio 45380 DARKE	The worksites listed are Co-Alliance’s locations where the workers will obtain tools and supplies.	2/15/2024	12/1/2024	3
Co-Alliance Cooperative – Lena OH Agronomy	7436 N Bollinger Rd Conover, Ohio 45317 MIAMI	The worksites listed are Co-Alliance’s locations where the workers will obtain tools and supplies.	2/15/2024	12/1/2024	3
Clark AG LLC	6326 N McMaken Rd Covington, Ohio 45318 MIAMI		2/15/2024	12/1/2024	3
DeWeese Farms	1310 E Statler Rd Piqua, Ohio 45356 MIAMI		2/15/2024	12/1/2024	3
Steve Meyer Farm	1356 Stillwater Rd Houston, Ohio 45333 SHELBY	Miami County: 40.186957623487906, -84.34133003 40.191517954559400, -84.34442268 40.192337929339701, -84.33958074 Shelby County: 40.215231486625392, -84.27402686 40.229749725982762, -84.34860304 40.238212262665500, -84.25245413	2/15/2024	12/1/2024	3
Diamond J Farms	3250 N Stringtown Rd Troy, Ohio 45373 MIAMI	40.119746399010111, -84.20732233 40.070199460306689, -84.17046618 40.117263200797645, -84.21237537 40.119629436553435, -84.20232891 40.070793877263391, -84.20824316 40.123697536766659, -84.2033082 40.118183661849137, -84.21658811 40.120000000000000, -84.100000000	2/15/2024	12/1/2024	3
Diamond J Farms	40.111439382932211, -84.21390493 Ohio MIAMI	Miami County: 40.117106196549081, -84.20329445 40.110455944709301, -84.21876938 40.107874612334243, -84.21295149	2/15/2024	12/1/2024	3
Brookside Farms	3385 E Statler Rd Piqua, Ohio 45356 MIAMI	Miami County: 40.153671835166904, -84.1834196 40.132405148399002, -84.17757159 40.120320635489463, -84.12185374 40.133125532134542, -84.1350713 40.135534481465598, -84.13899839 40.153758566375750, -84.18481993 40.124386222520577, -84.1810082 40.135619496506081, -84.13538613	2/15/2024	12/1/2024	3
Jim Covault	855 E Snyder Rd Piqua, Ohio 45356 MIAMI		2/15/2024	12/1/2024	3

D. Additional Housing Information



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Tyler Dunivan	5630 Walnut Grove Rd Troy, Ohio 45737 MIAMI	Miami County: 39.997065750583793, -84.09864947 39.998724518831601, -84.10563636	2/15/2024	12/1/2024	3
David Musser	2990 E Loy Rd Piqua, Ohio 45356 MIAMI	Miami County: 40.042634794704789, -84.14395486 40.115750921013877, -84.13850818 40.113020621224472, -84.14412332 40.047006896185415, -84.14797686 40.050982864435481, -84.14286521 40.110043970994447, -84.13567927 40.114353342393755, -84.14848199 40.046289488244014, -84.14326588	2/15/2024	12/1/2024	3
Richard Bodey	12066 Old Troy Pike St. Paris, Ohio 43072 CHAMPAIGN		2/15/2024	12/1/2024	3
Richard Karnehm	3770 Peterson Rd Fletcher, Ohio 45326 MIAMI		2/15/2024	12/1/2024	3
Dave Barbee	13618 US 36 Conover, Ohio 45317 CHAMPAIGN	Champaign County: 40.141534539448600, -84.01897481 40.137341601043588, -84.02337379 40.140025046131725, -84.01972954 40.149817765454117, -84.01152039 40.136596678215533, -84.01782823 40.132405112557883, -83.98762774 40.141180320700265, -84.02405895 40.134192649547294, -83.98866481	2/15/2024	12/1/2024	3
Armstrong Farms	6590 Heller Rd Greenville, Ohio 45331 DARKE		2/15/2024	12/1/2024	3
Adam Hoying	5101 Highland Ave Russia, Ohio 45363 SHELBY	Shelby County: 40.209839860798830, -84.35893497 40.210366572573342, -84.35496236	2/15/2024	12/1/2024	3
Mark Hoying Farms	909 State Route 48 Russia, Ohio 45363 SHELBY		2/15/2024	12/1/2024	3
Garland Acres	6592 Heller Rd Greenville, Ohio 45331 SHELBY		2/15/2024	12/1/2024	3
Tim Rhoadas	141 Catalpa Ave Versailles, Ohio 45380 DARKE		2/15/2024	12/1/2024	3

D. Additional Housing Information



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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Dan Simons	9039 Long Rd Versailles, Ohio 45380 DARKE	Darke County: 40.232556128187738, -84.43631754 40.224274174256870, -84.45788459 40.220389264844105, -84.4632518 40.220340964840879, -84.46037024 40.217884844158341, -84.47060229 40.232790827962063, -84.45663778 40.228941873130015, -84.43701681 40.217023458672188, -84.43447942	2/15/2024	12/1/2024	3
Albers Farms LLC	9740 Brandewie Rd Fort Loramie, Ohio 45845 SHELBY	Shelby County: 40.353761892837106, -84.41092683 40.343338743909065, -84.40728902 40.333966468994149, -84.41464475 40.343148625209210, -84.40973383 40.378321071206479, -84.41581395 40.352382201557973, -84.41390817 40.337701743814649, -84.41490616 40.34257666228811, -84.4130782	2/15/2024	12/1/2024	3
Scott Saxtio	11780 Miami Shelby Rd Russia, Ohio 45363 SHELBY		2/15/2024	12/1/2024	3
Tod Hunt	891 Beasmsville Union City Rd Union City, Ohio 45390 DARKE	Darke County 40.190133660088890, -84.77698378 40.1912472054440874, -84.77024037	2/15/2024	12/1/2024	3
Chad Grillot	11694 Reed Rd Versailles, Ohio 45380 DARKE		2/15/2024	12/1/2024	3
Randy Holthaus	3740 Basinburg Rd Fort Loramie, Ohio 45845 SHELBY	Shelby County: 40.315858591483597, -84.36137187 40.313378077069849, -84.3345101 40.3133860106787336, -84.33588781 40.308173420680433, -84.33454993 40.316779435743818, -84.35820679 40.311310505429176, -84.33490965 40.315429281858229, -84.35908649	2/15/2024	12/1/2024	3
Randy Holthaus	40.309701112442895, -84.33486167 Ohio SHELBY	Shelby County: 40.317629006433968, -84.35817978 40.313687241731735, -84.33265113 40.320761206247589, -84.36346818 40.310804936343295, -84.33249825 40.316205974806849, -84.36346363 40.319367656293593, -84.36142941 40.318568829052424, -84.36300291	2/15/2024	12/1/2024	3
RB & B Farms	355 Miller Rd Russia, Ohio 45363 SHELBY		2/15/2024	12/1/2024	3
Wesley Moore	9145 Casstown Sidney Rd Fletcher, Ohio 45356 MIAMI		2/15/2024	12/1/2024	3
William Ernst	9504 Barhorst Rd Fort Loramie, Ohio 45845 SHELBY		2/15/2024	12/1/2024	3

D. Additional Housing Information

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Rodeheffer Farming Operations	1807 State Route 47 Union City, Ohio 45390 DARKE		2/15/2024	12/1/2024	3
Barry Rodeheffer Farming	1787 Washington Rd Union City, Ohio 45390 DARKE		2/15/2024	12/1/2024	3

D. Additional Housing Information



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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	168 West Front Street, Apartment B New Holland, Ohio 43145 PICKAWAY	Two bedrooms, one bathroom, living room, kitchen, and dining room. Reasonable repair cost of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. Deductions will also be made for cleaning when necessary, in filthy conditions or disgusting circumstances.	1	1	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	229 1/2 South Wayne St Piqua, Ohio 45356 MIAMI	Three Bedrooms, one bathroom, living room, kitchen and dining room. Reasonable repair cost of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. Deductions will also be made for cleaning when necessary, in filthy conditions or disgusting circumstances.	1	3	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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



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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All deductions from the worker's paycheck will be made as required by law. Any advances will be deducted with the consent of the employee</p> <p>Housing: Reasonable repair cost of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. Deductions will also be made for cleaning when necessary, in filthy conditions or disgusting circumstances.</p> <p>EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work. Crews will be responsible for vehicles, tools and equipment assigned to them. Deductions will be taken for lost tools, misuse causing damage and destruction of tools and equipment. Vehicles must be kept clean and deductions will be made for necessary cleaning, damages, due to misuse, and reckless operation.</p> <p>Other: Social Security Federal Tax State Tax Willful destruction of property</p>			

b. Job Offer Information 2

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will be provided transportation free of cost. Workers will be picked up and driven by the designated FLCE drivers, to and from the worksite at no cost to them. Workers will be picked up from employer-provided housing or if applicable, from centralized pick-up locations to the worksite at the beginning of each workday. When the workday ends, they will be driven by the FLCE drivers back to either employer-provided housing or the centralized drop-off location.</p>			

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

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



H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	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) *			
<p>The employer will provide advance transportation for a reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) for inbound and outbound transportation (if it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for the transportation costs and subsistence to the employer's worksite when the worker completes 50% of the work period.</p>			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - F.1. - Addendum C
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>There are fourteen vehicles available each with a five-passenger seating capacity. All of the vehicles are authorized for use under their valid Farm Labor Contractor Certificate of Registration. Transportation will be available to workers who elect not to reside in employer-provided housing free of cost upon request.</p>			

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



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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - F.2. – Addendum C
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The employer will also provide advance subsistence at a minimum amount of \$ <u>\$15.46</u> per 24-hour period of travel from the place of recruitment to the place of employment (if it is the prevailing practice).</p> <p>Worker who provide receipts for meals and non-alcoholic beverages in excess of \$ <u>N/A</u> will be reimbursed during the first pay period, up to the maximum amount \$ <u>N/A</u> per 24-hour period of travel from place of recruitment to the place of employment (if it is the prevailing practice).</p> <p>Workers who voluntarily quit or are terminated for cause prior to completing 50% percent of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were advance and/or reimbursed to the worker.</p> <p>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 to the place of employment. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (travel reimbursement will be the minimum amount of \$15.46 per 24-hour period of travel and the maximum amount will be \$59.00 per day) from the place of employment to the place recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such cost, in amount of transportation payment will be equal to the most economical and reasonable similar. Free transportation will be provided from housing location to the work site and return each day.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.11. - Addendum C
<p>3. Details of Material Term or Condition (up to 3,500 characters) * WORKERS COMPENSATION: The employer agrees to renew its workers compensation prior to its expiration, if it expires during the contract period.</p> <p>FARM LABOR CONTRACTOR CERTIFICATE: If the employer is a farm labor contractor, then the employer agrees that it will renew its farm labor contractor certificates prior to their expiration.</p> <p>TERMINATIONS: 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: 1) Criminal Acts; 2) Dishonesty and/or Theft; 3) Willful destruction of property, including tools and housing; 4) Insubordination meaning a disregard of or disobedience to an employer's instructions; 5) Failure to follow safety standards; 6) Persistent tardiness; and 7) Negligent and/or reckless performance of job duties.; or (c) fails, after completing any training or break-in period, to reach production standards when production standards are applicable.</p> <p>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 costs of transportation and subsistence incurred by the worker to get to the place of employment.</p> <p>Workers who voluntarily abandon employment or are termed for cause, and the employer provides timely notification to National Processing Center and Department of Homeland Security; will relieve the employer of subsequent transportation, subsistence cost and the three-fourth guarantee.</p> <p>EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work. Crews will be responsible for vehicles, tools and equipment assigned to them. Deductions will be taken for lost tools, misuse causing damage and destruction of tools and equipment. Vehicles must be kept clean and deductions will be made for necessary cleaning, damages, due to misuse, and reckless operation.</p> <p>TRAINING: Training will be provided for <u>0</u> days and workers will be allowed <u>0</u> days to reach the production standards of the activity.</p> <p>PRODUCTION STANDARDS: Worker will be expected to meet the following production standards after completion of training or break-in period, if applicable: (List the production standards for each activity if production standards are applicable). N/A</p> <p>INJURIES: 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.</p> <p>EMPLOYER OBLIGATION IF EMPLOYMENT IS EXTENDED: No employment beyond the period of employment specified in the job order shall relieve the employer from paying wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.</p>			

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



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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.11. - Addendum C
<p>3. Details of Material Term or Condition (up to 3,500 characters) * TERMS AND CONDITION CHANGES: 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 weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.</p> <p>OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.</p> <p>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 U.S. Department of Labor. In the event that the work contract is terminated, the employer assures that the three-fourths guarantee will be fulfilled 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 assures that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and, where applicable, consistent with existing immigration laws.</p> <p>In situations where a transfer is not affected, the employer will return the workers 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, and pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment.</p> <p>The amounts the employer will pay for subsistence expenses shall be a minimum of \$15.46 per day and a maximum of \$ 59.00 per day for workers with documentation of actual expenses. 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. The requirement will be nullified 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 worksite to the subsequent employer's worksite</p> <p>PROOF OF CITIZENSHIP: All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.</p>			

h. Job Offer Information 8

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p>			

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