



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

**A. Job Offer Information**

1. Job Title * <b>Farm Worker</b>								
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment					
	20	20	3. First Date * <b>4/8/2024</b>	4. Last Date * <b>8/31/2024</b>				
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *	
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday	a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday	b. <u>2</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)  <b>See Addendum C</b>								
8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer \$	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$					
\$ <u>14</u> . <u>68</u>	<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$ _____						
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.)  <b>See Addendum C</b>								

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**B. Minimum Job Qualifications/Requirements**

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

**C. Place of Employment Information**

1. Place of Employment Address/Location *				
3233 County Road 30				
2. City *	3. State *	4. Postal Code *	5. County *	
Clanton	Alabama	35045	Chilton	
6. Additional Place of Employment Information. (If no additional information, enter " <b>NONE</b> " below) *				
Orchard/Packing Shed. GPS Coordinates 32.77326 N, 86.71868 W				
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

**D. Housing Information**

1. Housing Address/Location *				
3215 County Road 30				
2. City *	3. State *	4. Postal Code *	5. County *	
Clanton	Alabama	35045	Chilton	
6. Type of Housing (check only one) *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public			1	17
9. Identify the entity that determined the housing met all applicable standards: *				
<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *				
Camp Building. GPS Coordinates 32.77476 N, 86.72071 W				
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

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**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. \*  
 (Please begin response on this form and use Addendum C if additional space is needed.)  
 Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services, laundry). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor. When meals are provided, the employer will charge \$15.46 per day per worker.

2. The employer: \*

<input type="checkbox"/> <b>WILL NOT</b> charge workers for meals.		
<input checked="" type="checkbox"/> <b>WILL</b> charge each worker for meals at	\$ <u>15</u> . <u>46</u>	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.)  
 Workers staying in employer housing will be provided employer owned transportation to and from work daily from housing at no cost. Daily transportation schedule will coincide with the work schedule outlined in this application, or as agreed upon between employer and employee based on seasonal demands and/or workload. Continued in Addendum C Daily Transportation.

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	\$ <u>15</u> . <u>46</u>	per day *
	b. no more than	\$ <u>59</u> . <u>00</u>	per day with receipts

**G. Referral and Hiring Instructions**



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

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

See Addendum C

2. Telephone Number to Apply * +1 (205) 755-4203	3. Extension § N/A	4. Email Address to Apply * jimdurbinfarms@gmail.com
5. Website Address (URL) to Apply * https://alabamaworks.alabama.gov		

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

1. Is a completed <b>Addendum C</b> 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
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**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).



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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).





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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



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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 * Minor	2. First (given) name * Timothy	3. Middle initial § W
4. Title * Owner		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/8/2024
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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**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 §
J. Durbin Farms	22424 Hwy 31 Thorsby, Alabama 35171 CHILTON	GPS Coordinates: 32.92908 N, 86.72829 W	4/8/2024	8/31/2024	20
J. Durbin Farms	11728 County Road 37 Clanton, Alabama 35045 CHILTON	GPS Coordinates: 32.75630 N, 86.71918 W	4/8/2024	8/31/2024	20

**D. Additional Housing Information**



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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	10505 County Road 37 Clanton, Alabama 35045 CHILTON		1	24	<input 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	10503 County Road 37 Clanton, Alabama 35045 CHILTON		1	10	<input 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	2684 County Road 87 Billingsley, Alabama 36006 AUTAUGA		1	5	<input 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	11728 County Road 37 Clanton, Alabama 35045 CHILTON		1	10	<input 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 _____

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



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

*a. Job Offer Information 1*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Plant, cultivate, harvest, grade and pack peaches, strawberries, tomatoes, squash, peas, bell peppers, cucumbers, collards and cantaloupe by hand and using hand tools. On-going orchard maintenance including grass and weed management, planting, pruning and thinning trees as instructed. Use hand tools such as shovels, trowels, hoes, tampers, pruning hooks, shears and knives. Till soil and apply fertilizers. Transplant, weed, thin, and/or prune crops. Apply pesticides and herbicides. Workers must keep up with fellow workers while harvesting as tractor and wagon drives through rows. Walk orchard carrying ladder from tree to tree to thin and prune. Workers will be assigned rows of trees and must prune and thin each tree as shown by the field supervisor. Limbs must not be torn from the tree, nor should limbs be completely stripped of leaves. In thinning, workers will pluck by hand as instructed. Proper spacing and selection of fruit is critical to maximize the tree's potential yield. Fruit must be handled carefully to avoid bruises or fingernail cuts. Workers may not leave any appropriate product on the tree or plants during harvesting. Clean, pack and load harvested products. Construct trellises, repair fences and farm buildings, or participate in irrigation activities. Inform farmers or farm managers of crop progress. Identify plants, pests, and weeds to determine the selection and application of pesticides and fertilizers. Record information about crops, such as pesticide use, yields, or costs. Grade and sort products according to factors such as color, species, length, width, appearance, feel, smell and quality to ensure correct processing and usage. Workers must use care when grading and packing not to damage or bruise produce. Discard inferior or defective products and/or foreign matter, and place acceptable products in containers for further processing. Weigh products or estimate their weight, visually or by feel. Place products in containers according to grade and mark grades on containers. Record grade and/or identification numbers on tags or on shipping, receiving, or sales sheets. As minor activities, transplant, grade, sort, bunch and pack pine tree seedlings and operate, repair and maintain farm equipment and vehicles. Assist with Good Agricultural Practices policies. Workers are also responsible for farm, field and shed sanitation duties including picking up trash, cleaning bathrooms, and sweeping floors. Workers are expected to perform any other farm related duties as needed. Allergies to ragweed, goldenrod, honey bees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Persons seeking employment in this position must be available for the entire period requested by the employer. Employer reserves the right to discharge an obviously unqualified worker, malingering or recalcitrant worker who is physically able but is unwilling to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason. Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season. Workers may be assigned a variety of duties in any given day and different tasks on different days.</p>			

*b. Job Offer Information 2*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize in writing voluntary deductions, which may include repayment of advances and/or loans, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act and applicable state law. No deduction, not required by law, will be made that bring the workers hourly earnings below the statutory federal or state minimum wage. There may be deductions that reduce your pay below the stated contract wage; but will not reduce pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those workers wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if worker request withholding and the employer agrees to do so as stated by the IRS.</p>			

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

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employee's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Continue on Addendum C - Job Qualifications/Termination</p>			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>All applicants may apply at their local State Workforce Office. Interested candidates are to review the terms, conditions and nature of employment as shown on the ETA 790 and its corresponding attachments. Candidates who may legally work in the United States and have a copy of the job order may contact Tim Minor at the farm office at (205) 755-4203 Monday thru Friday 8 am to 2 pm. NO APPLICATANTS ARE TO JUST SHOW UP WITHOUT A SCHEDULED INTERVIEW APPOINTMENT. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Interstate (out of state) and intrastate (in state) candidates will be interviewed over the phone. Over the phone interviews (for non-local applicants) will be done once employer has received written confirmation that the employer has complied with all disclosure requirements in accordance with MSPA 20CFR500.76. Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and condition and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of the terms, conditions and nature of the employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Completing an application is part of the interview process.</p> <p>Workers are screened for compliance with the following criteria: 1) confirm ability, availability, qualifications, and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non-local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition and nature of work-job by local employment staff, 4) affirmation of confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonable believes, consistent with current law, will impair the safety and living condition of other worker. Workers recruited against the job order from within normal commuting distance will not be provided with housing, subsistence, and transportation.</p> <p>Only workers legally entitled to work in the United States and who posses original identity and employment eligibility documents sufficient to complete USCIS Form I-9, as required by the immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment or any subsequent days until documentation is provided, as provided in the Act.</p>			

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

e. Job Offer Information 5

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	<b>Inbound/Outbound Transportation</b>
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Inbound Transportation: Workers responsible for securing inbound transportation arrangements. Employer will reimburse foreign workers for all visa-related costs (excluding passport fees), reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment as outlined in the regulation based on the lease-cost, economy-class common carrier rate. See Addendum C. Inbound and Outbound Transportation Continued</p>			

f. Job Offer Information 6

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Reasonable Accommodations</b>
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Qualified workers with disabilities must notify the employer of any accommodations needed to perform the job. Workers must be able to perform the work required, with or without reasonable accommodations. A worker is not eligible for the job if the worker is not able to perform the job duties even with the requested accommodations or if the employer is not reasonably able to provide the accommodation (i.e., because the accommodation would cause undue hardship on the operation of the business.)</p>			

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**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 - Nondiscrimination
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * All terms and conditions included in the job order will apply equally to all seasonal worker (US and foreign H2A) employed in the occupation described in this job order.			

*h. Job Offer Information 8*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Departure Acknowledgment
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Employer will advise all foreign H-2A workers of their responsibility to depart the United State upon separation of employment of completion of the H-2A contract period., unless the worker obtains an extension of status.			

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

*i. Job Offer Information 9*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Prohibition of Charging Fees</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * <p>No workers are allowed to charge other workers any fees PERIOD. This includes kickbacks, bribes, recruitment, attorney, processing, placement fees to include, free labor, or any other type of fee or service. Workers being asked for fees or services should report this immediately to the employer. Workers caught charging or requesting fees will be terminated immediately.</p>			

*j. Job Offer Information 10*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Harrassment</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * <p>Harassment: The employer committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of harassment. Any type of harassment is grounds for immediate termination. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behavior, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behavior, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites. Just because someone does not object to inappropriate behavior in the workplace at the time, it does not mean that they are consenting to the behavior. Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work.</p>			

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**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 - Additional Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Additional housing information: Free family housing is not available and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to nonworkers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must vacate the housing upon termination of employment, within one payroll period, in compliance of local/state tenancy laws. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilet facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Housing will be kept clean &amp; in compliance with OSHA farm labor camp standards when occupied. The housing must remain in compliance with OSHA standards during the period of occupancy. Occupants must cooperate with the employer &amp; other workers in maintaining the housing unit in a clean condition &amp; good repair. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the employer to be out of compliance with any federal, state or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards.</p>			

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 Rules Part 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>1. Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer provided property. Workers must raise safety and health concerns with the employer.</p> <p>2. Workers must be present, able and willing to perform every scheduled workday at the scheduled time unless excused by employer. Workers must follow supervisor's instructions. Insubordination is cause for termination. Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be subject to disciplinary actions. Workers must obey all safety rules and common safety practices. Workers must report injuries or accidents promptly to immediate supervisor.</p> <p>3. Workers may not misuse or remove from the farm premises without authorization any employer owned property. Workers may not abuse or destroy any machinery, vehicle, equipment, tools or any other property belonging to the employer or to other workers. Workers must take care to handle tools and equipment and product in a manner to avoid injury or damage.</p> <p>4. Workers may not use or operate trucks or other vehicles, machines, tools, or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer.</p> <p>5. Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker list, customer lists, financial information, or other business records. Workers may not accept personal gifts from employers vendors or customers without employers authorization.</p> <p>6. Workers may not remove, deface or alter any employer notices or posters required by federal and state laws. Workers may request copies of the posters.</p> <p>7. Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand washing facilities, or to obtain drinking water. Workers must use toilet and handwashing facilities and practice good personal hygiene. Workers must drink water often during working hours.</p> <p>8. Excessive absences or tardiness is not permitted. Excessive absence and tardiness is defined as 3 consecutive days of unexcused absence/tardiness or 5 unexcused absences/tardiness within a 30 day period.</p> <p>9. Workers must not interfere with the performance of fellow workers. Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or member of the public may be subject to immediate termination. Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination. Workers may not sleep, waste time, or loiter during working hours. Workers may not engage in horseplay, scuffle or throwing things during work hours.</p> <p>10. Workers may not carry, possess, or use any dangerous or deadly weapon. Violation of this rule may lead to immediate termination.</p> <p>11. Workers may not steal from other workers or their employer. Violation of this rule may lead to immediate termination.</p> <p>12. Workers may not falsify identification, personal, medical, production or other work related records.</p>			

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



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**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 - Work Rules Part 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>13. Use of personal electronic devices, including cell phones, is not permitted during working hours.</p> <p>14. Workers may not use or possess alcohol or illegal drugs during work time or during any workday before completion of the day (during meals). Workers may not report for work under the influence of alcohol or illegal drugs. Employers may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after work hours. Workers may not use, possess, sell or manufacture illegal drugs on any employer premises, including housing.</p> <p>15. Workers must keep employer provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers may not cook in non-kitchen areas in living quarters.</p> <p>16. Workers must occupy housing assigned to them. All bedding furniture must remain in original placement in housing. Buck beds cannot be separated. Workers may not interrupt other workers rest/sleep periods by excessive or unnecessary noise or commotion. Workers may not entertain guests in employer provided housing.</p> <p>17. Workers must lock the door and turn off all lights, electronics and unnecessary heat before leaving for work each morning.</p> <p>18. Employer reserves the right to enter housing at any time. Inspections may be performed to ensure housing meets applicable state and federal standards.</p> <p>19. Workers who quit or are terminated for a cause prior to the completion of the employment period may not be eligible for rehire in the future. Any worker that abandons the job will be reported to the US Department of Labor as required by law.</p> <p>Except as otherwise stated above, employees who violate any of these Work Rules will be disciplined according to the following schedule:                  First Offense: Oral warning and correction                  Second Offense: Written warning and unpaid leave for balance of the day.                  Third Offense: Immediate termination. Worker will be asked to sign written fact statement.</p>			

*n. Job Offer Information 14*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Termination
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.</p>			

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

*o. Job Offer Information 15*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Qualifications/Experience, Skills, Physical Demands
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Work outside in inclement weather conditions including rain and/or extreme temperatures. Walk, stoop, bend, reach and lift and carry 50 pounds for prolonged periods of time. Use a 6 foot ladder while pruning fruit trees above head. Employer is a Drug-Free Workplace.</p>			

*p. Job Offer Information 16*

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - F.2. Transportation Continued
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Employer reimburses inbound travel costs with pay upon completion of 50% of the contract period or earlier.</p> <p>Outbound Transportation: Workers responsible for securing outbound transportation arrangement. Employer will reimburse outbound travel costs to worker who complete the contract or are dismissed early. Travel reimbursements (transportation, daily subsistence, and lodging if applicable) are based on the least-cost, economy-class common carrier rate. The outbound reimbursement will be paid when the employee departs the employer's premises. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment or is terminated for cause.</p>			

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

q. Job Offer Information 17

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation - F.1. Daily Transportation Continued</b>																																																								
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Workers not staying in employer housing will be expected to use their own transportation to arrive at the farm office at time given to them at the end of the previous workday. Once at the farm office, the employees will be provided with transportation to the work site at no cost. Employer will offer workers staying in farm housing transportation at least once a week to grocery store, bank and/or laundry facilities. Employer assures that all employer-provided transportation will comply with all applicable Federal, State of local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, vehicle and property damage insurance as required under 29 U.S.C 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500128 and 20 CFR 655.122(h)(4).</p> <p>Below is a list of vehicles owned by J. Durbin Farms and used for the transportation of workers. In the event of mechanical failure, employer may replace this transportation with another vehicle. Transportation may include self-propelled farm equipment such as a tractor.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Year</th> <th style="text-align: left;">Make</th> <th style="text-align: left;">Model</th> <th style="text-align: left;">Description</th> <th style="text-align: left;">VIN#</th> <th style="text-align: left;">AL Tag</th> <th style="text-align: left;">Expires</th> <th style="text-align: left;">Alfa Insurance Policy</th> </tr> </thead> <tbody> <tr> <td>2003</td> <td>Chevy</td> <td>PKExt</td> <td>Cab/5</td> <td>pas272114A02W51/31/2419000350629</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2004</td> <td>Chevy</td> <td>PK4</td> <td>Door/5</td> <td>pas141414AO44R1/31/2419000350629</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2003</td> <td>Chevy</td> <td>VanVan/15</td> <td>pas422414AO2W41/31/2419000350629</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2003</td> <td>Chevy</td> <td>VanVan/15</td> <td>pas588914AO2W61/31/2419000350629</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1992</td> <td>Ford</td> <td>VanVan/15</td> <td>pas945314AO2W21/31/2419000350629</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1998</td> <td>Dodge</td> <td>VanVan/15</td> <td>pas098214AONE21/31/2419000350629</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Year	Make	Model	Description	VIN#	AL Tag	Expires	Alfa Insurance Policy	2003	Chevy	PKExt	Cab/5	pas272114A02W51/31/2419000350629				2004	Chevy	PK4	Door/5	pas141414AO44R1/31/2419000350629				2003	Chevy	VanVan/15	pas422414AO2W41/31/2419000350629					2003	Chevy	VanVan/15	pas588914AO2W61/31/2419000350629					1992	Ford	VanVan/15	pas945314AO2W21/31/2419000350629					1998	Dodge	VanVan/15	pas098214AONE21/31/2419000350629				
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1. Section/Item Number *	<b>A.8a</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Duties - Covid/Illness Protocols</b>
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p><b>COVID Workplace Safety Policies Personal Hygiene and Safety Protocols:</b> We are following protocols provided by the CDC, as well as any state of local health requirements. We may also implement additional safety requirements, at our discretion, at any time.</p> <p><b>Illness and Sick Leave:</b> You may be subject to health screening when entering the workplace including daily taking of temperature. Workers may be required to quarantine based on the state's requirements. If you feel any signs of illness, you must stay home.</p>			

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