



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

A. Job Offer Information

1. Job Title * Shuttle Drivers and Chauffers							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	20	20	3. First Date * 4/10/2024	4. Last Date * 11/25/2024			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						☐ Yes ☒ No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
						a. 7 : 30 ☒ AM ☐ PM	
						b. 1 : 30 ☐ AM ☒ PM	
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 18 .50		☒ HOUR ☐ MONTH		\$ 00 .20		per Lb	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						☒ Yes ☐ N/A	
10. Frequency of Pay: * ☒ Weekly ☐ Biweekly ☐ Other (specify): N/A							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) The employer will make the following deductions: Social Security tax and federal income tax withholding as required by Federal, State and local law, cash advances, over-payment of wages, and any other deductions expressly authorized by the worker in writing.							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
☒ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		1	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
☒ a. Certification/license requirements		☒ f. Exposure to extreme temperatures	
☒ b. Driver requirements		☒ g. Extensive pushing or pulling	
☐ c. Criminal background check		☒ h. Extensive sitting or walking	
☐ d. Drug screen		☒ i. Frequent stooping or bending over	
☒ e. Lifting requirement <u>100</u> lbs.		☒ j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		☐ Yes ☒ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) This type of work, involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. The work requires a high level of physical conditioning.			

C. Place of Employment Information

1. Place of Employment Address/Location *				
3590 S 88th Ave				
2. City *	3. State *	4. Postal Code *	5. County *	
New Era	Michigan	49446	Oceana	
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *				
WORKSITE LOCATION MAY INCLUDE ADJACENT OR SURROUNDING FIELDS				
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *				☒ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *				
15751 M-46				
2. City *	3. State *	4. Postal Code *	5. County *	
CASNOVIA	Michigan	49318	Muskegon	
6. Type of Housing (check only one) *			7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public			10	59
9. Identify the entity that determined the housing met all applicable standards: *				
☒ Local authority ☒ SWA ☐ Other State authority ☒ Federal authority ☐ Other (specify): _____				
10. Additional Housing Information. (If no additional information, enter " NONE " below) *				
See Addendum C				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				☒ Yes ☐ N/A

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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-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Also will provide transportation once per week to go to the stores and do laundry.

2. The employer: *

☒ **WILL NOT** charge workers for meals.

☐ **WILL** charge each worker for meals at \$. per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

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

For workers residing in the employer's housing, employer will provide transportation between housing and worksite locations and for personal errands (e.g., groceries, banking services) in the form of retired school buses and vans between employees housing location to the actual work site and return at the end of the workday without cost to the worker.

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.)

For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for cost incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment.

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 . 88

per day *

b. no more than

\$ 59 . 00

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.)

Applicants should contact the nearest Career Center, <https://www.michiganworks.org> and 800-285-9675, for the

applicant to locate the nearest Michigan Works! Agency for preemployment screening before contacting the

employer, workers that meet the criteria will be interviews via telephone. All referrals are to be made to Dannia Sanchez (863) 443-0618 Monday to Friday 8:00 am to 5:00 pm. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and they understand all the terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed activities at the discretion of the employer.

2. Telephone Number to Apply *
+1 (863) 443-0618

3. Extension §
N/A

4. Email Address to Apply *
dannia1975@gmail.com

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

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No

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

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

- 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 655.122(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)(3)(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 * Sanchez	2. First (given) name * Dannia	3. Middle initial §
4. Title * President		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/13/2024
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
012	General Field Maintenance	\$ 18 . 50	Hour	\$18.50 per hour.
002	Vegetables Harvesting	\$ 00 . 20	Piece Rate	Asparagus\$ 0.20 per Lb \$ 0.20 per Lb. average 100 Lb. per hr. = \$20.00 per hr. Guarantee \$18.50 per hour
024	Apple picked by hour	\$ 18 . 50	Hour	Apple Harvesting \$18.50 per hour
023	Apples harvesting	\$ 00 . 90	Piece R	\$ 0.90 per 18lbs BU average 25 BU per hr. = \$22.50 per hr. Guaranteed to \$18.50 per hour
002	Vegetables Harvesting	\$ 18 . 50	Hour	Asparagus\$ 0.20 per Lb Appleharvesting\$ 19.00 per 18lbs box Apple picked by hour\$17.34 per hour Apple packing\$ 17.34 per hour Cucumber Harvesting\$.20 per bucket Winter, cheddar and bitrrut Squash\$10 per box Pumpkins\$10 per box
025	Apple packing	\$ 18 . 50	Hour	\$18.50 per hour
		\$.		
		\$.		
		\$.		
		\$.		

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 §
American Asparagus LLC	2112 W Grant Rd New Era, Michigan 49446 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Kent Fruit	220 Stanley St. Casanovia, Michigan 49318 KENT	Worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Kent Fruit	15725 Apple Ave. Casanovia, Michigan 49318 KENT	Worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Kent Fruit	1195 Canada Rd. Casanovia, Michigan 49318 KENT	Worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Kent Fruit	17447 Hall Rd. Casanovia, Michigan 49318 KENT	Worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Kent Fruit	16724 Apple Ave. Casanovia, Michigan 49318 KENT	Worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Kent Fruit	1375 Kenowa Ave. Casanovia, Michigan 49318 KENT	Worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Kent Fruit	15485 Apple Ave. Casanovia, Michigan 49318 KENT	Worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Kent Fruit	S.E. Corner of Peters Rd. and Hall Rd. Casanovia, Michigan 49318 KENT	Worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Kent Fruit	500 South of Apple Ave. One AST side on Trent Rd. Casanovia, Michigan 49318 KENT	Worksite location may include adjacent or surrounding fields. Coordinates 43.232026,-85.879501	4/10/2024	11/25/2024	20

D. Additional Housing Information

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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 §
Kent Fruit	1070 Newaygo Rd. Bailey, Michigan 49318 MUSKEGON	Worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Kent Fruit	111 E Muskegon St. Kent City, MI 49330 (Kent) Kent City, Michigan 49330 KENT	Worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Kent Fruit	N.E. Corner of Maple Island Rd. and 60th St. Fremont, Michigan 49412 NEWAYGO	Worksite location may include adjacent or surrounding fields. Coordinates (430445721,-86.037663)	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	Garfield Rd Rothbury, Michigan 49452 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	4313 S 124th Ave Shelby, Michigan 49455 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	124th Ave Shelby, Michigan 49455 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	4365 124th Ave Shelby, Michigan 49455 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	Garfield Rd Hesperia, Michigan 49421 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	128th Ave Shelby, Michigan 49455 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	Yale Rd Rothbury, Michigan 49452 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20

D. Additional Housing Information

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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 §
Heritage Farming Enterprises	E Yale Rd Rothbury, Michigan 49452 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	1200 Yale Rd Rothbury, Michigan 49452 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	S 136th Ave Rothbury, Michigan 49452 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	1517 E Garfield Rd Hesperia, Michigan 49421 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	1200 M-20 Shelby, Michigan 49455 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	1124th Ave Rothbury, Michigan 49452 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	Garfield Rd New Era, Michigan 49446 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	S 56th Ave New Era, Michigan 49446 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	112th Ave Shelby, Michigan 49455 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	MI-20 Hesperia, Michigan 49421 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20

D. Additional Housing Information

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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 §
Heritage Farming Enterprises	162th Ave Hesperia, Michigan 49421 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	162th Ave Hesperia, Michigan 49421 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	Arthur Rd Rothbury, Michigan 49452 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	Park Rd Rothbury, Michigan OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	104th Ave Rothbury, Michigan 49056 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	Cleveland Rd Rothbury, Michigan 49452 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	108th Ave Rothbury, Michigan 49452 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	S 104th Ave Rothbury, Michigan 49452 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	56th Ave Hesperia, Michigan 49446 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	Maple Island Rd Dowagiac, Michigan 49047 NEWAYGO	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20

D. Additional Housing Information

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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 §
Heritage Farming Enterprises	200th Ave Hesperia, Michigan 49421 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	E Garfield Rd Hesperia, Michigan 49421 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	184th Ave M-20 Hesperia, Michigan 49421 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	S 172th Ave Hesperia, Michigan 49421 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	S 164th Ave Hesperia, Michigan 49421 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	148th Ave Hesperia, Michigan 49421 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
Heritage Farming Enterprises	White Rd MI Cement City, Michigan 49233 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	20
LK Van Sickle Farms, LLC	2491 E Polk Rd. Hart, Michigan 49420 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	6/15/2024	20
Ran-Mark Co	2747 E Scout Rd. Hart, Michigan 49420 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	6/30/2024	20
First Fruit Farm	6110 S 48th Ave New Era, Michigan 49445 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	6/30/2024	20

D. Additional Housing Information

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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 §
John Stephens	6537 E Van Buren Rd Walkerville, Michigan 49459 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	6/30/2024	20
Casting Crowns, LLC	6018 S 44th Ave New Era, Michigan 49445 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	6/30/2024	20
Amstutz and Sons Harvesting, Inc	2914 E Deer Rd Hart, Michigan 49420 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	6/30/2024	20
American Asparagus LLC	3590 S 88th Ave New Era, Michigan 49446 OCEANA	worksite location may include adjacent or surrounding fields	4/10/2024	11/25/2024	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 *
☒ Employer-provided ☐ Rental or public accommodations	460 Peters Rd Casnovia, Michigan 49318 MUSKEGON		10	47	☒ Local authority ☒ SWA ☐ Other State authority ☒ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	2324 100th Ave Shelby, Michigan 49455 OCEANA		4	32	☒ Local authority ☒ SWA ☐ Other State authority ☒ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	5192 S 164th Ave Hesperia, Michigan 49421 OCEANA		4	32	☒ Local authority ☒ SWA ☐ Other State authority ☒ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	2747 E Scout Rd Hart, Michigan 49420 OCEANA		4	24	☒ Local authority ☒ SWA ☐ Other State authority ☒ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	5282 S 48th Ave New Era, Michigan 49446 OCEANA		1	20	☒ Local authority ☒ SWA ☐ Other State authority ☒ Federal authority ☐ Other _____

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



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☒ Employer-provided ☐ Rental or public accommodations	6245 S 36th Ave. New Era, Michigan 49446 OCEANA		2	16	☒ Local authority ☒ SWA ☐ Other State authority ☒ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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



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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
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers will perform assign duties as instructed by their supervisor. Workers must have the correct type of license required by State and Federals laws, and drivers responsible for transporting workers will be required to have a valid and unexpired Federal Farm Labor Contractor or Federal Farm Labor Contractor Employee Registration with driving authorization. Will be responsible for operating the vehicles used to move crops on the farm. Must be able to safely operate the buses that are used to transport workers to and from work sites. Operate forklifts and equipment used to move supplies and harvesting equipment in the field. Maintain harvest equipment. Must be able to reach, bend and lift items weighing 100 pounds, team lifting will be allowed for any job tasks that require lifting anything over 75lbs. The alternative work if needed will be to assist with general farm work and the manual labor in the field with harvesting crops. ASPARAGUS HARVEST: Worker will hand harvest asparagus. Asparagus plants can grow 3 – 10 inches per day, and during growing season, the field needs to be picked daily. In an asparagus field, asparagus pickers will sit in a bent position while riding on a specially-designed picking cart, while one of the pickers is designated as the "driver" of the picking cart in which they pick asparagus in their row while steering the cart. Pickers use both hands to hand snap the asparagus spears just above the ground as to not leave tall stubble no more than inch allowed, also no pulling of spear and root out from the ground causing white ends and place in plastic lugs in an oriented manner that hold approximately 25 pounds when full of asparagus. Workers may be required to walk through rows behind the picking cart and stoop to hand snap spears just above ground that the workers on the picking cart missed. Worker will pick according to grade, color and size. Fresh harvesting, workers will carry the full lugs off of the cart and hand stack onto each other on a pallet lifted up onto the bed of a truck and secure with tape and a top. Processing harvesting, workers will carry the full lugs off of the cart, lift full lugs up to bed of truck and dump into 18 – 20 bushel wooden or plastic bin. Some workers who have a legal driver's license may be needed to drive a truck to and from field. Workers will be required to lift up to 50lbs. Asparagus pickers will be required to bend, stoop, kneel, and stand for long periods of time. Harvest conditions vary based on weather patterns and market demands. Apples Harvesting: Harvesting apples by hand under supervisor's instructions, the worker will place a picking sack over the workers' shoulder and carry an 18' to 20' ladder from the field truck to the particular area of the orchard to be harvested. The picking sack is a canvas and metal bag equipped with a shoulder strap for support, an opening for the insertion of fruit, and an opening to remove fruit. A full loaded sack weighs between approximately 35 to 40 pounds, depending upon the size, condition and variety of fruit. Worker positions ladder against the tree and within reach of the fruit in a leaning position, taking care not to break limbs, damage the tree, knock off fruit or interfere with other workers, in a secure position to prevent slipping or falling and possible injury to themselves or other workers. Worker will remove fruit from the tree and place into picking sack taking care to not bruise the fruit and to leave the stems attached to the apples. When pick sack is full take full sack to fruit bin and carefully dump. All fruit will be fresh fruit and must be bruise free.			

b. Job Offer Information 2

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.			

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

c. Job Offer Information 3

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Apple Packing: Workers tasks related to packing apples include, but not limited to, operating apple grading equipment, labelers and baggers; adjusting, maintaining and cleaning packing machines; folding cardboard containers. Grade and sort by hand, or classify apples by size, weight, color or condition, placing apples by hand into containers, tape, move and stack cartons on pallets. Repair bulk apple bins and pallets. Use hand tools such as: bag taper, stapler, air-hammer, broom and mop. For food and general safety purposes, all workers will be required to follow common sanitary practices, as specified by the employer, at all times. . Note: The packing house is located inside the Farm and more than 50% of the product processed is produced by the Fixed Site Employer. Cucumber Harvesting: The worker will pick the cucumber up from the ground, placing them in a five-gallon bucket, once the bucket is full, the worker will take the bucket to the truck and dump the cucumber in the back of the truck. Harvesting of Vegetables: Once at the picking location, doing a row at a time, workers will move down the rows plucking the vegetables from the plants and putting them in a container. Once the container is full the worker will take the container to the truck and dump the content. The worker will go back to his picking area and fill his container up again, repeating the process through the work day. PLANTING: All crops. Worker will plant and/or replant as needed. These tasks will include repetitive and physically demanding shovel work. Worker may lift up to 50lbs. Worker may be required to ride a mechanical planter (training will be provided). Worker may be required to hand plant using tools such as a spade or hand trowel. Tractor Driving: Some workers may be required to drive tractor. Employer will provide additional training for this task. If worker is eligible to drive under Michigan law, Employer may require worker to drive to and from the worksite and to other locations within 30 miles as directed. General Maintenance: Workers on physical work restrictions or when harvesting work is not available may be required to perform miscellaneous clean-up work on work site property, on structures utilized in the work site operation, and on housing for harvesting workers. Such clean-up activities include the sprouting, pruning, and painting of trees; debris, weed, and vine removal; irrigation repair; housing and structure cleaning and repair. The worker in order to perform this kind of work must be able to work outside for at least 6 hours a day in all kinds of weather and be in possession of the requisite physical strength and endurance to repeat the picking process in a timely manner, a one-month experience in fruit and vegetable harvesting is required. Workers may be required to drive farm machinery; the employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued Part 3
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employees may volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur any time throughout the season. If workers request a leave of absence during the contract period, the hours will be deducted from the hours offered under the ETA 790A for the purposes of the three-quarter guarantee. A copy of the work contract or a copy of the ETA 790 in lieu of a work contract, and any modifications, will be provided to the 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 going from an H-2A employer to a subsequent H-2A employer, a copy of the contract will be provided no later than the time an offer of employment is made by the subsequent H-2A employer.			

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

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 1
3. Details of Material Term or Condition (up to 3,500 characters) * COSECHA DE ESPARRAGOS: El trabajador cosechar esrragos a mano. Las plantas de esrragos pueden crecer de 3 a 10 pulgadas por da, durante la temporada de crecimiento, el campo debe ser recolectado diariamente. En un campo de esrragos, los recolectores de esrragos se sentarn en una posicin doblada mientras viajan en un carrito de recoleccin especialmente diseado, mientras que uno de los recolectores se designa como el "conductor" del carrito de recoleccin los recolectores usan ambas manos para cortar los esrragos justo por encima del suelo para no dejar rastros altos no ms de pulgada permitidos, tampoco se arranca el tallo ni la raz del suelo, lo que causa puntas blancos y se coloca en carritos de plstico de manera orientada que sostienen aproximadamente 25 libras cuando estn llenos de esrragos. Es posible que se requiera que los trabajadores caminen a lo largo de las filas detrs del carro de recoleccin y se agachen para cortar los tallos a presin justo por encima del suelo que los trabajadores en el carrito de recoleccin no alcanzaron. El trabajador escoger segn grado, color y tamao. En la cosecha fresca, los trabajadores cargarn los carritos por completo y se apilarn en un pal levantado sobre la plataforma de un camin y asegurado con cinta y una tapa. Al procesar la cosecha, los trabajadores sacarn los carritos completas del carro, las levantarn hasta la plataforma del camin y las vaciarn en un contenedor de madera o plstico de 18 a 20 huacales. Algunos trabajadores que tienen una licencia de conducir legal pueden ser requeridos para conducir un camin hacia y desde el campo. Los trabajadores debern levantar hasta 50 libras. Se requerir que los recolectores de esrragos se doblen, se inclinen, se arrodillen y permanezcan de pie por largos perodos de tiempo. Las condiciones de cosecha varan segn los patrones climticos y las demandas del mercado. Manzana: Cosechando las manzanas a mano, bajo las instrucciones del supervisor, los trabajador se colgara un saco de pizca sobre el hombro, y cargara una escalera de 18 a 20 pies, desde el camin de trabajo hasta el lugar de pizca. El saco de pizca est equipado con una banda para soportarlo en el hombro, tiene una abertura para insertar la fruta y otra para vaciar la fruta en la tina, el saco lleno pesa aproximadamente entre 35 a 40 libras, dependiendo del tamao, condicin y variedad de la fruta. El trabajador pondr la escalera contra el rbol tratando de no daar las ramas, el rbol, la fruta o interferir con otros trabajadores, la tendr en una posicin segura para prevenir resbalarse y lastimarse personalmente o a otros trabajadores, el trabajador remover la fruta del rbol y la pondr dentro del saco cuidando de no lastimar la fruta y dejar el tallo adjunto a la manzana, cuando est lleno el saco lo vaciara cuidadosamente en la tina. Toda la fruta es fruta fresca y debe de estar libre de contusiones. Empaque de manzanas: Las tareas de los trabajadores relacionadas con el empaque de manzanas incluyen, entre otras, la operacin de equipos de clasificacin de manzanas, etiquetadoras y ensacadoras; ajuste, mantenimiento y limpieza de mquinas de empaque; envases de cartn plegables.			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 2
3. Details of Material Term or Condition (up to 3,500 characters) * etiquetadoras y ensacadoras; ajuste, mantenimiento y limpieza de mquinas de empaque; envases de cartn plegables. Ordenar y clasificar a mano, o clasificar las manzanas por tamao, peso, color o condicin, colocando las manzanas a mano en contenedores, pegar con cinta adhesiva, mover y apilar las cajas en paletas. Reparacin de palets y contenedores de manzanas a granel. Utilice herramientas manuales como: cnico de bolsas, engrapadora, martillo neumtico, escoba y trapeador. Para fines de seguridad alimentaria y general, todos los trabajadores debern seguir las prticas sanitarias comunes, segn lo especifique el empleador, en todo momento. Nota: La empacadora se encuentra dentro de la granja y ms del 50% del producto procesado es producido por el Empleador Agrcola. Cosecha de pepino: El trabajador recoger el pepino de la tierra poniéndolos en cubetas de 5 galones, cuando la cubeta est llena, el trabajador la llevara al camin y vaciara los pepinos en la parte trasera del camin. Puede ser requerido que los trabajadores cualificados manejen equipo agrcola. Cosecha de vegetales: Una vez en el lugar de recoleccin, haciendo una fila a la vez, los trabajadores se movern por las filas arrancando las verduras de las plantas y colocndolas en un recipiente. Una vez que el contenedor est lleno, el trabajador llevar el contenedor al camin y descargar el contenido. El trabajador volver a su zona de recoleccin y volver a llenar su contenedor, repitiendo el proceso a lo largo de la jornada laboral. SIEMBRA: Todos los cultivos. El trabajador sembrar y / o replantar segn sea necesario. Estas tareas incluirn trabajo con palas repetitivas y fsicamente exigentes. El trabajador puede levantar hasta 50 libras. Es posible que se requiera al trabajador que monte una sembradora mecánica (se proporcionar capacitacin). Es posible que se le solicite al trabajador que plante con la mano utilizando herramientas como una pala o una llana de mano. CONDUCCION DE TRACTORES: algunos trabajadores pueden ser obligados a conducir tractores. El empleador proporcionar capacitacin adicional para esta tarea. Si el trabajador es elegible para conducir de acuerdo con la ley de Michigan, el Empleador puede requerir que el trabajador conduzca hacia y desde el lugar de trabajo y hacia otros lugares dentro de las 30 millas, segn lo indicado. Mantenimiento general: los trabajadores con restricciones de trabajo fsico o cuando el trabajo de cosecha no est disponible pueden ser obligados a realizar trabajos de limpieza miscelneos en la propiedad del sitio de trabajo, en estructuras utilizadas en la operacin del sitio de trabajo y en viviendas para trabajadores de cosecha. Tales actividades de limpieza incluyen la brotacin, poda y pintura de rboles; eliminacin de escombros, malezas y enredaderas; reparacin de riego; Limpieza y reparacin de viviendas y estructuras.			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 3
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * El trabajador para realizar este tipo de trabajo debe poder trabajar al aire libre durante al menos 6 horas al día en todo tipo de clima y estar en posesión de la fuerza física y la resistencia necesarias, trabajando de forma rápida y hábil con las manos repetidamente, es requerido un mes de experiencia en cosecha de frutas y vegetales. Los trabajadores pueden ser obligados a conducir maquinaria agrícola. El empleador proporcionar las herramientas necesarias (si corresponde) para realizar las tareas de trabajo descritas sin cargo para el trabajador. El empleador le cobrará al trabajador los costos razonables relacionados con la negativa del trabajador o el incumplimiento negligente de devolver las herramientas o debido al daño intencional o la destrucción de las herramientas por parte de dicho trabajador. Los empleados pueden ofrecerse como voluntarios para trabajar horas adicionales cuando haya trabajo disponible. Los trabajadores deben esperar periodos ocasionales de poco o ningún trabajo debido al clima, cultivos u otras condiciones fuera del control del empleador. Estos periodos pueden ocurrir en cualquier momento durante la temporada. Si los trabajadores solicitan una excedencia durante la vigencia del contrato, las horas se descuentan de las ofertadas en la ETA 790A a efectos de la garantía de las tres cuartas partes. Una copia del contrato de trabajo o una copia del ETA 790 en lugar de un contrato de trabajo, y cualquier modificación, se proporcionará al trabajador H-2A a más tardar en el momento en que el trabajador solicite la Visa, o a un trabajador en el empleo correspondiente, a más tardar el día en que comienza el trabajo. Para un trabajador H-2A que pasa de un empleador H-2A a un empleador H-2A posterior, se proporcionará una copia del contrato a más tardar en el momento en que el empleador H-2A presente una oferta de empleo.			

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Para los trabajadores contratados más allá de la distancia de viaje normal, después de completar el 50 por ciento del periodo del contrato de trabajo, el empleador reembolsar al trabajador los costos incurridos por el trabajador por el transporte y la subsistencia diaria, según lo exigen las regulaciones del DOL, desde el lugar desde el cual el trabajador ha venido a trabajar para el empleador al lugar de empleo. El transporte entrante será reembolsado sobre la base de no menos que los cargos más económicos y razonables por la distancia involucrada. Para transporte de salida, si el trabajador completa el periodo del contrato de trabajo, o es despedido sin causa, el empleador proporcionar o pagar el transporte y la subsistencia diaria del trabajador desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo intermedio, vino a trabajar para el empleador, o, si el trabajador ha contratado a un empleador posterior que no ha acordado en ese contrato proporcionar o pagar el transporte de los trabajadores y los gastos de subsistencia diarios desde el lugar de trabajo de los empleadores hasta el lugar de trabajo de dichos empleadores, el empleador proporcionar o pagar tales gastos; excepto que, si el trabajador ha contratado un empleo con un empleador posterior que, en ese contrato, ha acordado pagar el transporte de los trabajadores y los gastos diarios de subsistencia desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador no está obligado a proporcionar o pagar para tales gastos. El empleador proporcionar o pagar un servicio de autobuses charter para el trabajo de entrada y salida.			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Continued
3. Details of Material Term or Condition (up to 3,500 characters) * The inbound transportation will be reimbursed on the basis of no less than the most economical and reasonable charges for the distance involved. For outbound, If the worker completes the work contract period, or is terminated without cause, the employer will 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, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract has agreed to pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer is not required to provide or pay for such expenses. The employer will provide or pay for a charter bus services for inbound and outbound.			

j. Job Offer Information 10

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued
3. Details of Material Term or Condition (up to 3,500 characters) * Employer will have free transportation available for workers not residing in the employers housing, workers will be transported to the work site from a designated daily job reporting site and at the end of the work day they will be transported back to the reporting site. he designated daily job reporting location is the worksite located on Section C. of ETA Form 790. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: Vehicles belong to D&J and Sons Harvesting Inc., 1 bus with capacity for 47 individuals and 1 with capacity for 48 individuals, each of the following buses can accommodate 2 people per seat, one bus with 21 seats, 3 buses with 26 seats, 2 buses with 25 seats, one bus with 20 seats, 2 buses with 23 seats and one van with 18 seats. If workers' compensation is used to cover transportation in lieu of vehicle insurance, the employer will either ensure that the workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation and it must have property damage insurance. All means of transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR 655.122(h)(4).			

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k. Job Offer Information 11

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Para los trabajadores que residen en la vivienda del empleador, el empleador proporcionar transporte entre la vivienda y los lugares de trabajo y para mandados personales (por ejemplo, comestibles, servicios bancarios) en forma de autobuses escolares jubilados entre la ubicacin de vivienda de los empleados hasta el lugar de trabajo real y el regreso al final de la jornada laboral sin costo para el trabajador. El empleador tendr transporte gratuito disponible para los trabajadores que no residan en la vivienda del empleador, los trabajadores sern transportados al lugar de trabajo desde un lugar de trabajo diario designado y al final de la jornada laboral sern transportados de regreso al lugar de reporte. El lugar designado para el transporte diario ser la direccin en la seccion C..en la ETA Form 790. El tipo de vehiculo, la cantidad y la capacidad de asientos estan por definirse y pueden variar, pero pueden incluir cualquier combinacion de lo siguiente: Vehculos le pertenecen a D&J Sons Harvesting Inc, 1 autobus con capacidad para 47 persona y uno con capacidad para 48 personas, los siguientes autobuses pueden acomodar 2 personas por asiento, un autobs con 21 asientos, 3 buses con 26 asientos, 2 buses con 25 asientos, un autobs con 20 asientos, 2 autobuses con 23 asientos y una van con 18 asientos. Si la compensacin de los trabajadores se usa para cubrir el transporte en lugar del seguro del vehculo, el empleador se asegurar de que la compensacin de los trabajadores cubra todos los viajes o que exista un seguro de vehculos para brindar cobertura para los viajes no cubiertos por la compensacin de los trabajadores y debe tener daos a la propiedad. seguro. Todos los medios de transporte cumplirn con todas las leyes y reglamentos federales, estatales y locales aplicables, de acuerdo con 20 CFR 655.122(h)(4).			

l. Job Offer Information 12

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * La vivienda proporcionada por el empleador incluye instalaciones de cocina gratuitas y convenientes con equipos, electrodomsticos, accesorios de cocina y lavaplatos apropiados para la preparacin de comidas. Tambin proporcionar transporte una vez por semana para ir a las tiendas y lavar la ropa.			

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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 - Job Requirements Spanish Verison
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Este tipo de trabajo implica condiciones de trabajo que requieren una resistencia tremenda, un alto nivel de actividad fsica en condiciones de fro o calor extremo bajo la luz solar directa y en condiciones climticas adversas como la lluvia. El trabajo requiere un alto nivel de acondicionamiento fsico.			

n. Job Offer Information 14

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
El empleador realizar las siguientes deducciones: retencin del impuesto a la Seguridad Social y del impuesto federal sobre la renta, segn lo exijan las leyes federales, estatales y locales, adelantos en efectivo, pago excesivo de salarios y cualquier otra deduccin expresamente autorizada por el trabajador por escrito.			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring Instructions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Antes de contactar con el empleador, todos los solicitantes deberan contactar con la oficina de empleos mas cercana para el proceso de seleccion pre empleo, a los seleccionados se les hara una entrevista via telefonica. Todas las referencias debern ser hechas a Dannia Sanchez (863) 443-0618 de Lunes a Viernes de 8:00 am a 5:00 pm. Antes de ser referidos, los trabajadores debern de leer o ser ledo la oferta de trabajo y entender todos los trminos y las condiciones de empleo, tambien que se espera que trabajen durante el termino de empleo especificado y que deben estar disponibles para cualquier actividad mencionada a discrecin del patrón.			

p. Job Offer Information 16

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

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