



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

A. Job Offer Information

1. Job Title * Farmworker							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	31	31	3. First Date * 4/12/2024	4. Last Date * 12/1/2024			
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 *	
50	a. Total Hours	9	c. Monday	9	e. Wednesday	9	g. Friday
0	b. Sunday	9	d. Tuesday	9	f. Thursday	5	h. Saturday
						a. 7 : 00	☒ AM ☐ PM
						b. 5 : 00	☐ AM ☒ PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *	8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 15 .81		☒ HOUR ☐ MONTH	\$.				
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): <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.) The assigned grower member may make the following deductions from the Employee's wages: income tax withholding deductions as required by law, F.I.C.A. taxes as required by law, repayment of cash advances to the employee, repayment of over payment of wages to the employee, recovery of any loss to the assigned grower member because of the Employee's damage or loss of equipment or housing items where it is shown that the employee is responsible for such damage or loss, voluntary deductions requested by employee.							

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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. *	0
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>75</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) See Addendum C	

C. Place of Employment Information

1. Place of Employment Address/Location * VAGA & Grower member(s) See Addendum B				
2. City *	3. State *	4. Postal Code *	5. County *	
South Boston	Virginia	24592	Halifax	
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) * Please see Addendum B for VAGA's joint employer(s) worksite addresses.				
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 * See Addendum B				
2. City *	3. State *	4. Postal Code *	5. County *	
See Addendum B	Virginia	24592	Halifax	
6. Type of Housing (check only one) * ☒ Employer-provided (including mobile or range) ☐ Rental or public			7. Total Units *	8. Total Occupancy *
			5	36
9. Identify the entity that determined the housing met all applicable standards: * ☒ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other (specify): _____				
10. Additional Housing Information. (If no additional information, enter " NONE " below) * None				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				☒ Yes ☐ N/A

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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 will furnish free and convenient cooking and kitchen facilities for workers to prepare their own meals. Workers will purchase their own food. Lunch time will be designated by the employer. Employer will provide transportation by a non H-2A worker (on a voluntary basis by the workers) to and from a grocery store once a week for supplies (for workers whom housing must be provided). In the event that kitchen facilities become unavailable during the contract period, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register (currently \$15.88 per day), or as otherwise approved by the U.S. Department of Labor.

2. The employer: *

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

☒ **WILL** charge each worker for meals at \$ 15 . 88 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.)

Commuting U.S. workers understand that it is their responsibility to get to work on time each day work is available & that they solely assume all liability & costs for their personal transportation to & from work each day & at work, if they voluntarily choose to drive.

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.)

Public transportation will be used for both inbound and outbound transportation. Reimbursement for transportation according to the most economical means and daily subsistence from place of recruitment to job site will be made to workers for whom the employer is legally obligated to supply housing.

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.)

Interviews will be conducted by the VAGA office during the hours of 10:00am and 12:00pm/2:00pm and 4:00pm Tuesday through Thursday. VAGA agrees to interview all U.S. workers referred by the State Employment Services, local or by supply states who have been screened by such employment services for:

- 1) Availability for entire season
- 2) Has transportation to and from job site
- 3) Have been fully apprised by the local employment office of the terms, conditions and nature of employment.
- 4) VAGA also agrees to interview applicants who apply directly.

2. Telephone Number to Apply *
+1 (434) 549-8220

3. Extension §
0

4. Email Address to Apply *
vaga5037@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:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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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)(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 * Poole	2. First (given) name * Jennifer	3. Middle initial §
4. Title * Executive Secretary		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/26/2024
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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 §
Charlie Ray Banks - Banks Farm Inc.	369 Windy Ridge Rd. Hillsville, Virginia 24343 CARROLL		4/12/2024	12/1/2024	11
Scott Buchanan - Scott's Tree farm Inc.	497 Pond Mt. Lane Whitetop, Virginia 24292 GRAYSON		4/12/2024	12/1/2024	7
Ronald A. DeHart - DeHart Farms LLC	550 Fairview Church Rd. Floyd, Virginia 24091 FLOYD		4/12/2024	11/15/2024	5
Duncan Merritt - D.M. Cattle Co.	54 Hummingbird Lane Stuart, Virginia 24171 PATRICK		4/12/2024	12/1/2024	6
Doug Wade - Wade's Orchards	3315 Parkway Lane South Floyd, Virginia 24091 FLOYD		4/12/2024	12/1/2024	2
Nathan Mitchell	57 Dan Valley Road Claudeville, Virginia 24076 PATRICK	Nathan Mitchell will use the workers of Alan Mitchell.	4/12/2024	12/1/2024	0

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	S Buchanan-389 Old Park Rd. Whitetop, Virginia 24292 GRAYSON	S Buchanan	1	6	☒ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other
☒ Employer-provided ☐ Rental or public accommodations	DeHart-842 County Line Church Rd Floyd, Virginia FLOYD	R DEHART	1	8	☒ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other
☒ Employer-provided ☐ Rental or public accommodations	Merritt-443 South Fork Lane Patrick Spring, Virginia 24171 PATRICK	D MERRITT	1	4	☒ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other
☒ Employer-provided ☐ Rental or public accommodations	D Wade-16276 Woolwine Hwy Woolwine, Virginia 24185 FLOYD	D WADE	1	4	☒ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other
☒ Employer-provided ☐ Rental or public accommodations	Charlie Banks-Worrell Memorial Rd Hillsville, Virginia 24343 CARROLL	Charlie Banks	1	14	☒ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other

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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>) * Nursery/Greenhouse ? Duties may include but are not limited to: preparing soil and growth media, planting, transplanting, cultivating, pruning, cutting, deadheading, culling, pinching, pollinating, harvesting, trimming to shape, mowing, fertilizing with granular or liquid fertilizer, cleaning work area, transporting plant materials in the greenhouse or nursery area, loading and unloading plants and all other duties associated with plant production and /or otherwise participating in horticulture activities. Haul and spread topsoil, fertilizer, etc. to condition land. Spray, weed and water plants, shrubs and trees. Workers will be required to perform duties to prepare crops and ensure their development into marketable products. Workers will also pick orders, space plantings, load and unload product from carts, racks, benches, wagons and trucks for crop placement. Workers must lift full and empty metal benches of plants. Operate equipment necessary for the maintenance and operation of the grounds and facilities. Planting, Cultivating & Harvesting Row Crops - Duties may include but are not limited to plant, cultivate, harvest and store grain crops such as field corn, wheat, rye, soybeans, forage, etc. Workers may perform a variety of other duties such as husking and shelling corn and unloading grain onto conveyors to storage bins and/or elevators. Duties may include but are not limited to plant, cultivate and harvest peanuts, cotton, and tobacco. Planting, Cultivating and Harvesting Vegetables/Fruits - Duties may include but are not limited to plant, cultivate, harvest and pack produce in boxes, buckets, and/or crates. May assist in set-up of product for sale of crop. When harvesting cabbage, asparagus, winter squash, pumpkins workers will cut selected produce with knife or shears and place in trailer drawn through field. Workers are also expected to perform task of packing, weighing, and loading trucks. Produce may include a variety of cucumbers, squash, sweet potatoes, potatoes, peppers, grapes, berries, asparagus, broccoli, beans, cantaloupes, peas, pumpkins, melons, tomatoes, corn, and other miscellaneous fruits or vegetables. Hay/Straw -Hay must be cut, raked and bailed. If square bales workers will move along rows of previously bailed hay/straw, bending, stooping and lifting bails, loading and stacking onto a truck or trailer for transport to storage area. If round bales they will be loaded with tractor on the truck or trailer for transport to storage area. Livestock will include assisting with delivery, apply or administer medications, vaccines and/or insecticides, mix feed and additives, feed, water, herd, clean/disinfect livestock corrals/stalls/sheds, castrate, brand, clip/tag and clamp livestock.			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers will be expected to conform to the specific instructions given for each days work. Assignments will be made by employer or a designated employee. Workers may be assigned a variety of duties in any given day and different tasks on the same day. Packaged produce may weigh from 50 to 75 pounds. Workers are exposed to wet weather early in the morning and through the heat of the day, working in fields. Temperatures may range from 30F to 110F. Workers may be required to work during occasional showers not severe enough to stop field operations. Employers will provide workers, without cost to them, with appropriate rain gear. Considerable bending is required. Workers should be able to work on their feet in bent, stooped or crouched positions for long periods of time. Allergies to grass, weeds, goldenrod, insect spray, related chemicals, etc., may affect workers ability to perform the work.			

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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 -
3. Details of Material Term or Condition (up to 3,500 characters) * DRIVING FARM VEHICLES: Workers recruited and hired for these specific farm work positions will also drive and operate farm vehicles consistent with or described in the tasks and work activities articulated in the ONET online information for SOC code 45-2091 Farm Equipment Operator. The vehicles being operated by workers in performance of their work duties and in support of the agricultural operations of the farm vary from farm to farm for VAGA joint employer Association members included in this application but fall into the following categories: "Farm vehicles" Less than 26001 pound gvwr 2-ton flatbed or dump bed trucks Surplus purchased school buses converted for specific on farm uses, i.e. water nurse tanks or other non-passenger uses Regular or "heavy-duty" pickup trucks/ half ton, 3/ ton, 1 ton May sometimes tow trailers Does not involve transporting materials designated as Hazardous Materials Employee transport buses - short and full size for passengers used in support of farm operations Employee transport vans - for passengers used in support of farm operations Sport Utility Vehicles - for passengers used in support farm operations Extra Cab and Crew Cab Pick-up trucks - for passengers used in support farm operations			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Orchards
3. Details of Material Term or Condition (up to 3,500 characters) * Orchards-Apples and Peaches, etc. -Workers must be able to perform all assigned tasks with accuracy and efficiency. Use/handle ladders up to 18 ft. in length and weighing up to 50 lbs., and tripods (10, 12 and 14 feet in height) are used. All Good Agricultural Practices (GAP) Rules must be followed. These rules will be presented and reviewed by the manager before harvest begins. Hand Thinning Apples: During the process of hand thinning apples, proficient use of a ladder is needed. Small developing apples to be selectively culled from the tree on a crop load basis. Suckering Apple Trees: Workers will also perform tasks such as suckering apple trees by cutting upright apple shoots inside the tree with loppers to open up the canopy to light interception. Apple Harvest: Quality is essential. Fruit is spot picked for fresh market early in the season and strip picked thereafter, with additional intermittent spot picking later in the season as needed. Care must be taken when picking fruit not to damage or bruise fruit. Properly filled fruit buckets weigh up to 40 lbs. Pickers are required to snap fruit off of tree using their thumb and palm of hand to avoid bruising. Each piece of fruit must be carefully placed in bucket to avoid bruising. Foreman or owner will give demonstrations of how the fruit must be picked; picking and field packing requirements will be explained to all workers prior to the seasons start. Workers must obey all safety rules when working around, applying or handling pesticides. All tasks may be done from the ground or on a ladder. Peach Harvest: Spot and/or strip pick fruit based on seasonal need. Snap fruit off tree with thumb and palm of hand to avoid stem pulls, punctures, bruising, or other damage. Pick culls and peelers. Fill fruit buckets and place fruit in bins. Follow supervisor/foreman's instructions on color/size requirements. Must be able to differentiate between colors and fruit varieties accurately. Apple and Peach Pruning: Pruning: Hand pruning based on fruit variety. Use manual and mechanized pruning tools and equipment. Identify and remove stubs or broken branches, downward-growing branches, branches rubbing against each other, shaded interior branches, dead wood and shoots-suckers. Tree and Nursery: Work will include budding, training and care of nursery trees. Do not leave fruit on trees. No fruit is to be left in tops of trees. 100% of fruit is to be harvested as directed. Work will include weed control, limb spreading on fruit trees.			

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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 - Christmas Trees
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Christmas Trees-Workers will perform heavy manual field work including but not limited to planting, cultivating and harvesting Christmas evergreen trees on a tree farm. Removes brush, ferns and other growth from planting area using tractor, mattocks and brush hooks. Plants seedlings using planting bar or augers. Workers must properly prune and shape trees as instructed by a company supervisor. Scatter fertilizer pellets over planted area by hand or spreader. Spray herbicides or pesticides. Shears tops and limb tips from trees as specified by supervisor to control growth, increase limb density and improve shape Selects trees for cutting according to markings or size, species and grade and fells trees using axe or chain saw. Drive trucks or tractors to transport trees from the field to central loading area. Drags cut trees from cutting area, runs trees through tree baler and loads trees onto trucks for transport. May make wreaths from cut greenery produced on the farm. Work may also include mechanized field work using power equipment. By way of example and not limitation power equipment may include tractors, planters, sprayers, cultivators and other equipment. Workers will be expected to be able to operate agricultural equipment with or without direction.			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Trees, Shrubs
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Trees, Shrubs: Manual tasks related to harvest of nursery stock will include the following: Planting, cultivating and harvesting all types of trees/shrubs growing in fields. Workers will also spray approved chemicals to control pests, weeds and diseases, pinching, pruning, fertilizing, watering, rooting, weeding, loading, transporting, discarding, rotating, grading, storing, and loading and shipping field grown trees according to supervisor's instructions. Harvesting includes digging up products, balling and securing delicate dirt and root systems in burlap secured with rope, pins, or wire, to be stored until ready for shipment. Grading is done by size, shape, and quality. Plants must be handled carefully to ensure that leaves, limbs and roots are not broken during digging, handling, wrapping and/or transplanting processes. Products are measured and tied for storage and shipment.			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer will provide a vehicle directly to the workers to drive themselves to and from the jobsite and housing as necessary on a day-to-day basis. There is no set schedule; generally, the workers will travel to and from the jobsite just before and after the workday. The workers will also be able to use the vehicle for personal errands and groceries at least once per week. The use of employer provided daily transportation by workers, as described in this paragraph, is voluntary; no worker is required as a condition of employment to utilize the daily transportation on the worksite offered by the employer. Employer will provide free transportation to eligible workers from the housing site to the worksite & return. Workers are always free to choose their own means of transportation at their own expense & liability. Workers who arrange their own transportation understand they assume all liability & hold harmless the growers/association for any damages, injuries, personal or property losses. Please note that most growers, not all, have agricultural commodities in more than one county. Some growers have commodities in multiple counties. Modes of transportation/types of vehicles to be included for daily transportation to and from housing sites to work sites in the VAGA applications vary from farm to farm but fall into the following categories: Sport Utility Vehicles of various sizes and configurations: 2-11 passenger Trucks of various sizes: ton, xtra cab, crew cab, regular cab, vans of various sizes: 15 passenger, 7-10 passenger vans, cars of various sizes, Sedans and station wagons transporting passengers 2-7 Only workers requiring housing will be provided transportation to and from the job site. There is no license requirement on this job order, although the grower/member will be sure anyone that drives shall be properly licensed. In the event that there is not an available worker(s) with a valid drivers license, the employer or other U.S. worker will drive the workers to and from the job site daily and to and from the grocery store once weekly. The vehicle(s) used to transport the workers will be properly insured and will be in compliance with all state and federal laws.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - undefined
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers should be physically able to do the work required with or without reasonable accommodations. Persons seeking employment in these crops should be available for the entire period requested by the grower. Employer assures that workers will be provided transportation between living quarters and work site every day. For workers who must be provided housing. Employer will accept any capable U.S. worker or workers who are capable of performing the work. Employer is willing to train worker for a period not to exceed three (3) days. Workers must possess documentation required to enable employer to comply with the employment verification requirements of U.S. Citizenship and Immigration Services to complete the form 1-9. The employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary in these crops. Workers may be requested to submit to random drug and alcohol testing at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not part of the interview process.			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * WORK RULES Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them. Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for terminating worker's employment. Penalties such as suspension from work opportunity for the remainder of a day or for up to three days at a time may be made in the case of less serious violations. Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer. 1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense. 2. No use or possession of beer, liquor or unlawful drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing. 3. Excessive absences will not be permitted. This is regular work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or ?day work.? 4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas. 5. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants. 6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. 7. Workers may not drop paper, cans, bottles and other trash in fields or packing house area. Trash and waste receptacles must be used. 8. Workers may not take unauthorized breaks from work. 9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge. 10. Workers may not enter employer's premises without authorization. 11. Workers may not begin work prior to scheduled starting time or continue working after stopping time. 12. Workers living in employer's housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room. 13. Workers may not deliberately restrict production. 14. Any worker who physically threatens another worker, the farmer or any supervisor with any tool or weapon will be subject to immediate discharge. 15. Workers may be discharged for fighting on the employer's premises, including housing premises, at any time.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - - Work RulesContinued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer. 17. Workers will be discharged if they steal from fellow workers or from the employer. 18. Workers may not falsify identification, personnel, medical, production or other work-related records. 19. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees. 20. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer. 21. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerator, tools, etc. 22. Workers must obey all safety rules and common safety practices and must report any injuries or accident promptly to their supervisor or the employer's office. 23. Workers are prohibited from using cell phones or other electronic devices during work hours except by express permission of the employer or by such person designated by the employer as the supervisor.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Poultry
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Poultry Feeding, checking birds, flock health, removing dead birds, animal handling, gathering eggs, setting eggs, taking hatch off, wing banding and vaccinating chicks, cleaning rooms and equipment/facility maintenance. Alternative work -General farm work will include maintain, drive, attach and operate farm implements/tractors/equipment connected with the duties listed above, make minor mechanical adjustments, repairs and service farm machinery, paint/repair farm structures, replace/repair fencing, perform general cleanup of farm areas, load and unload trucks, removal of rocks and clearing of land which is related to land preparation. Irrigation, ditching, hoeing, shoveling, placement and removal of plastic, spraying pesticides or herbicides, loading, unloading, hauling etc. Trees, Shrubs: Manual tasks related to harvest of nursery stock will include the following: Planting, cultivating and harvesting all types of trees/shrubs growing in fields. Workers will also spray approved chemicals to control pests, weeds and diseases, pinching, pruning, fertilizing, watering, rooting, weeding, loading, transporting, discarding, rotating, grading, storing, and loading and shipping field grown trees according to supervisor's instructions. Harvesting includes digging up products, balling and securing delicate dirt and root systems in burlap secured with rope, pins, or wire, to be stored until ready for shipment. Grading is done by size, shape, and quality. Plants must be handled carefully to ensure that leaves, limbs and roots are not broken during digging, handling, wrapping and/or transplanting processes. Products are measured and tied for storage and shipment.			

l. Job Offer Information 12

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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