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



A. Job Offer Information

1	Job Title * Ag Equipment Operator										
		a. Total	b. H-2A V				Pariod	of Intended F	Employment		
	orkers eeded *	3	3					ast Date * 4/15/2026			
		generally require									_
lf	"Yes", pro	ceed to question	8. If "No",	complete c	questions	s 6 and 7 belo	ow.		□Y		
6. Ar	nticipated	days and hours o	of work per v	week (an ei	ntry is requ	iired for each box	below) *	1	7. Hourly		
	45	a. Total Hours	8	c. Monday	8	e. Wednesd	∍у 8	g. Friday	a. <u>8</u> :	00 🔲	AM PM
	0	b. Sunday		d. Tuesday		f. Thursday	5	h. Saturday	b. <u>4</u> :	_	AM PM
82	loh Duties	- Description of				ervices and W		Information			
Duties may include: Assist with daily farm functions including but not limited to the following: Operate various farm equipment (combines, farm tractors, farm trucks, etc.) for planting, spraying, cultivating, fertilizing, and harvesting of crops. Load/unload trucks. May involve climbing ladders, grain bins etc. Maintain machinery, i.e. change fluids in equipment, rotate tires, clean grain bins, wash vehicles, change brakes, check tire pressure, general maintenance, etc. Ground maintenance on farm and/or housing, i.e. weed eating, mowing. Maintain/clean shop area. Other miscellaneous duties assigned. This job involves manual labor, lifting, carrying, bending, and long days in the heat and cold. Rain days are typically spent in the shop repairing equipment and preparing for the next days' work. Must communicate in English, follow instructions, and be physically capable of performing all job duties & other related Ag Equipment Operator activities as per SOC/OES 45-2091 (onetonline.org). 50-minute meal break. Possible weekend/holiday work. Crops: Corn, Soybeans, wheat											
	Vage Offe	. _	Per *	8d. Pie	ece Rate		Special F	ate Units / Es Pay Informati	on §	-	
\$ <u>13</u>	·	9 _	MONTH	a —				nan \$11.99 per hour State of South Dak			
		ted Addendum A and wage offers a				on on the cro	ps or agr	icultural activ	vities to be	☐ Yes	☑ N/A
10. F	requency	of Pay: *] Weekly	☑ Biwee	kly [Other (spe	cify): <u>N/A</u>	4			
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C											

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B. Minimum Job Qualifications/Requirements

☐ None ☑ High School/GED ☐ Associate's	ed. *			
L None Emigri School/GED LI Associate's	☐ Bachelor's	s ☐ Master's or high	er 🛚 Other degre	ee (JD, MD, etc.)
2. Work Experience: number of months required.	3	3. Training: number	of months require	ed. * 0
4. Basic Job Requirements (check all that apply) §				-
a. Certification/license requirements		f. Exposure to extr	•	
☑ b. Driver requirements		g. Extensive pushi		
☐ c. Criminal background check		☑ h. Extensive sitting	-	_
☐ d. Drug screen☐ e. Lifting requirement 50 lbs.		☑ i. Frequent stoopir ☑ j. Repetitive mover	-	
<u> </u>		<u> </u>		
5a. Supervision: does this position supervise the work of other employees? *	′es ☑ No	5b. If "Yes" to questi of employees wo	on 5a, enter the nu orker will supervise	
6. Additional Information Regarding Job Qualificat				
(Please begin response on this form and use Addendum C if See Addendum C	additional space	is needed. If no additional si	kills or requirements, en	nter " <u>NONE</u> " below)
See Addendam C				
C. Place of Employment Information				
Place of Employment Address/Location *				
38774 143rd St	1			
2. City * Warner	3. State * South Dakota	4. Postal Code * 57479	5. County * Brown County	
6. Additional Place of Employment Information. (If				
NONE		· ——	•	
7. Is a completed Addendum B providing addition	al information			
	e or to whom	n on the places of emp	oloyment and/or	□ Vac ☑ N/A
agricultural businesses who will employ workers attached to this job order? *	s, or to whom	n on the places of emp the employer will be p	oloyment and/or providing workers,	☐ Yes ☑ N/A
attached to this job order? *	s, or to whom	n on the places of emp the employer will be p	oloyment and/or providing workers,	☐ Yes ☑ N/A
attached to this job order? * D. Housing Information	s, or to whom	n on the places of emp the employer will be p	oloyment and/or or o	□ Yes ☑ N/A
attached to this job order? * D. Housing Information 1. Housing Address/Location *	s, or to whom	n on the places of emp the employer will be p	oloyment and/or or o	☐ Yes ☑ N/A
attached to this job order? * D. Housing Information	s, or to whom	n on the places of emp the employer will be p	oloyment and/or providing workers, 5. County *	□ Yes ☑ N/A
attached to this job order? * D. Housing Information 1. Housing Address/Location * 1915 10th Ave 2. City * Aberdeen	s, or to whom	the employer will be p	5. County * Brown County	/
attached to this job order? * D. Housing Information 1. Housing Address/Location * 1915 10th Ave 2. City * Aberdeen 6. Type of Housing (check only one) *	3. State * South Dakota	the employer will be p	5. County * Brown County 7. Total Units *	/ 8. Total Occupancy
attached to this job order? * D. Housing Information 1. Housing Address/Location * 1915 10th Ave 2. City * Aberdeen 6. Type of Housing (check only one) * ☑ Employer-provided □ Renta	s, or to whom 3. State *	the employer will be p	5. County * Brown County	/
attached to this job order? * D. Housing Information 1. Housing Address/Location * 1915 10th Ave 2. City * Aberdeen 6. Type of Housing (check only one) * ☑ Employer-provided (including mobile or range)	3. State * South Dakota	the employer will be p 4. Postal Code * 57401	5. County * Brown County 7. Total Units *	/ 8. Total Occupancy
attached to this job order? * D. Housing Information 1. Housing Address/Location * 1915 10th Ave 2. City * Aberdeen 6. Type of Housing (check only one) * ☑ Employer-provided	3. State * South Dakota al or public	the employer will be part of the employer wil	5. County * Brown County 7. Total Units *	/ 8. Total Occupancy
attached to this job order? * D. Housing Information 1. Housing Address/Location * 1915 10th Ave 2. City * Aberdeen 6. Type of Housing (check only one) * ☑ Employer-provided □ Renta (including mobile or range) 9. Identify the entity that determined the housing module of the company o	3. State * South Dakota I or public net all applica uthority	4. Postal Code * 57401 able standards: * Federal authority	5. County * Brown County 7. Total Units *	/ 8. Total Occupancy
attached to this job order? * D. Housing Information 1. Housing Address/Location * 1915 10th Ave 2. City * Aberdeen 6. Type of Housing (check only one) * □ Employer-provided □ Renta (including mobile or range) 9. Identify the entity that determined the housing mobile or local authority □ SWA □ Other State a 10. Additional Housing Information. (If no additional in	3. State * South Dakota I or public net all applica uthority	4. Postal Code * 57401 able standards: * Federal authority	5. County * Brown County 7. Total Units *	/ 8. Total Occupancy
attached to this job order? * D. Housing Information 1. Housing Address/Location * 1915 10th Ave 2. City * Aberdeen 6. Type of Housing (check only one) * ☑ Employer-provided □ Renta (including mobile or range) 9. Identify the entity that determined the housing module of the company o	3. State * South Dakota I or public net all applica uthority	4. Postal Code * 57401 able standards: * Federal authority	5. County * Brown County 7. Total Units *	/ 8. Total Occupancy
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E. Provision of Meals

kitchen facilities. *		vill provide each worker with three r		er day or fur	nish fre	e and conv	enient cooking and
(Please begin response on this form	orm a nish	and use Addendum C if additional space is ne n cooking facilities, utilities,	eded.) and (utensils fo	or wor	kers to r	orepare their
		g provided kitchen. Include					•
		ove/oven, and sink with ho					• •
•		working condition for the v		•	•	•	e transportation
to grocery store at lea	St	once a week for workers w	no Wi	sn to sno	p for i	rood.	
2. The employers *	V	WILL NOT charge workers for me	als.		_		
2. The employer: *		WILL charge each worker for mea	als at	\$		per day, if	meals are provided.
F. Transportation and Daily	Su	bsistence					
Describe the terms and a Please begin response on this feet.	rran	gements for daily transportation the	e emplo	yer will prov	ide to w	orkers. *	
See Addendum C	om c	and use Addendam o il duditional space is ne	cucu.)				
Describe the terms and a	rran	gements for providing workers with	transp	ortation (a) to	o the pla	ace of emp	lovment
(i.e., inbound) and (b) fror	n th	e place of employment (i.e., outbou	ınd). *		р	p	,
See Addendum C	OIIII a	and use Addendum C if additional space is ne	eeaea.)				
During the travel describe	ed in	Item 2, the employer will pay for	a. no	less than	\$ <u>16</u>	. 28	per day *
or reimburse daily meals by providing each worker *			b. no	more than	\$ <u>68</u>	. 00	per day with receipts

G. Referral and Hiring Instructions

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 Explain <u>how</u> 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.)

Job Services offices or other organizations making referrals should ensure that all applicants are thoroughly familiarized with the job specifications and terms and conditions of employment before a referral is made. Applicants should be directed to the SD SWA office at the address and telephone number listed in job order. Only applicants meeting all the qualifications for employment who are able (with or without reasonable accommodations), willing and qualified to perform the work, who are eligible for employment in the United States, and who will be available throughout all areas of intended employment and for the duration of intended employment, should contact or be referred to NJ Braun Farms directly, located at 2525 Pheasant Run Blvd Aberdeen, SD 57401. Phone: 6052286352 or Email: njbfarms12@gmail.com. Applications will be accepted from 8 AM to 5 PM Monday-Friday.

2. Telephone Number to Apply * +1 (605) 228-6352	3. Extension § N/A	Email Address to Apply * njbfarms12@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	🗹 Yes 🔲 N	10
	order? *		

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. <u>JOB OPPORTUNITY</u>: 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).
- 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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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).

- TRANSPORTATION AND DAILY SUBSISTENCE: Employer agrees to provide the following transportation and daily subsistence benefits 7 to eligible workers.
 - 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).

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).

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).

THREE-FOURTHS GUARANTEE: Employer agrees to offer the worker employment for a total number of work hours equal to at least threefourths 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 threefourths guarantee period ends on the date of termination.

- 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(I).

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. <u>DEDUCTIONS FROM WORKER'S PAY</u>: 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:

- Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
 - If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- 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).
- 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).
- 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).
- 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).
- 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.

Last (family) name * Johnston	2. First (given) name * Jessica	3. Middle initial §
4. Title * Partner		

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5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By	Certifying Officer	11/4/2025

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1			
Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
required to be deduce employee's payched Social Security Numover \$600, the employer subsequence pre-authorized by the	ctions that cted from the with the shoper or a loyer mu ent dedu ne worke	at are mandatory will be made from each paym U.S. workers and/or foreign workers. Fede he consent of both the employee and the eman IRS issued Individual Taxpayer Identificationst deduct backup withholding of 24% from eauctions are voluntary and will be made from e	rcheck: All applicable Federal and State taxes that are ral Income Tax Withholding will only be deducted from H-2A ployer. In the case that an H-2A employee does not provide a on Number AND the total annual wages for the employee are ach paycheck. The following benefits may apply at employer's each paycheck if they are agreed upon by both parties and clan Contributions, Wireless Phone plan, Cable/Satellite TV, See attached Addendum C.
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
Drug/alcohol/tobacc climb, walk, stand, r qualified to perform Worker must be able Vehicle Record (MV keep employer-prov	age. We age. We age. We work de work de to obtain (R). Bon vided vel	orker has 3 days from date of hire to show proork zone. Static strength: exert max muscle falance, sit, stoop, bend, squat, wash, clean: escribed and must be available for the entire pain a valid US Driver's License within 2 weeks ous potential based on work performance at the	roof of legal authorization to work in the United States. force to lift, push, pull, unload, carry objects up to 50lbs; may equip, grounds, area. All applicants must be able, willing and period specified. Variable weather conditions may apply. It is of reporting to work and possess/maintain a clean Motor the sole discretion of the employer. Employees are expected to not post or remove notices, signs, or other instructions from

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3			
Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
cost to the worker. A and will provide, at a	rovide tr All emple a minim	ransportation between the housing provided or comply with the complex control or	or secured by the employer and the employers work site at no all applicable local, State, or Federal laws and regulations, s, driver licensure, and vehicle insurance as required under 29 500 See attached Addendum C.
d. Job Offer Information 4			
Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
to select any means common carrier tran	rovide o of trans sportati	r pay for charter bus services or other modes sportation they choose and reimburse worker	s of transportation to H-2A or U.S. workers, or permit workers at no less than the most economical and reasonable eling (a) to the place of employment from the place from which in the pl See Attached Addendum C.
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H. Additional Material Terms and Conditions of the Job Offer

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Section/Item Number * F.2 Name of Section or Category of Material Term or Condition	nt Inbound/Outbound Transportation - null
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3. Details of Material Term or Condition (up to 3,500 characters) *

The employer will provide or pay for charter bus services or other modes of transportation to H-2A or U.S. workers, or permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved in traveling (a) to the place of employment from the place from which the worker has come to work for the employer (i.e., inbound) and (b) from the place of employment to the place from which the worker has come to work for the employer (i.e. outbound). Where the worker is dismissed earlier without cause (including termination due to a medical reason or injury occurring while on the job or termination due to an Act of God (upon approval of C/O)), employer will provide or pay for worker's reasonable costs of return transportation and subsistence back home or to the place the worker originally departed to work, except where the worker will not return due to subsequent employment with another employer. The amount of transportation payment or reimbursement will be equal to the most economical and reasonable common carrier for the distances involved. Daily subsistence will be provided at a minimum rate of \$16.28 per day during travel up to a maximum rate of \$68 per day with receipts.

f. Job Offer Information 6

Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - null
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3. Details of Material Term or Condition (up to 3,500 characters) *

The employer will provide transportation between the housing provided or secured by the employer and the employers work site at no cost to the worker. All employer-provided transportation will comply with all applicable local, State, or Federal laws and regulations, and will provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841, 29 CFR 500.104 or 500.105, and 29 CFR 500.120 through 500.128. Available vehicles may consist of pickups (capacity of 2 - 6), cars (capacity 2 - 5), SUVs (capacity of 5 - 7), or vans (capacity of 10+). Due to the nature of farming, the availability/types of vehicles may change frequently. The employer-provided transportation will depart the employer-provided housing with adequate time to arrive to the worksite(s) at the scheduled daily start time of the job order, and will depart the worksite(s) upon the daily end time of the job order. Additionally, the employer will provide transportation to the grocery store and bank at least once a week for workers that wish to take advantage of the employer-provided transportation. Employer-provided transportation will only be provided to workers that are also taking advantage of the employer-provided housing.

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7		

Job Requirements - null B.6 2. Name of Section or Category of Material Term or Condition * 1. Section/Item Number * 3. Details of Material Term or Condition (up to 3,500 characters) * Must be 18 years of age. Worker has 3 days from date of hire to show proof of legal authorization to work in the United States. Drug/alcohol/tobacco free work zone. Static strength; exert max muscle force to lift, push, pull, unload, carry objects up to 50lbs; may climb,

walk, stand, reach, balance, sit, stoop, bend, squat, wash, clean: equip, grounds, area. All applicants must be able, willing and qualified to perform work described and must be available for the entire period specified. Variable weather conditions may apply. Worker must be able to obtain a valid US Driver's License within 2 weeks of reporting to work and possess/maintain a clean Motor Vehicle Record (MVR). Bonus potential based on work performance at the sole discretion of the employer. Employees are expected to keep employer-provided vehicles clean and free of trash. Workers may not post or remove notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authorization from the employer. Only workers may live in employer-provided housing unless other arrangements have been made with the employer. Employer may conduct housing inspections to make sure housing upkeep is abiding by state, local, and federal guidelines. Guests are allowed after work hours but must leave by 10:00pm. Modifications of any kind to housing are prohibited. Workers must vacate housing immediately at the end of the contract or if terminated.

h. Job Offer Information 8

Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - null
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3. Details of Material Term or Condition (up to 3,500 characters) *
The following deductions that are mandatory will be made from each paycheck: All applicable Federal and State taxes that are required to be deducted from U.S. workers and/or foreign workers. Federal Income Tax Withholding will only be deducted from H-2A employee's paycheck with the consent of both the employee and the employee. In the case that an H-2A employee does not provide a Social Security Number or an IRS issued Individual Taxpayer Identification Number AND the total annual wages for the employee are over \$600, the employer must deduct backup withholding of 24% from each paycheck. The following benefits may apply at employer's discretion; subsequent deductions are voluntary and will be made from each paycheck if they are agreed upon by both parties and pre-authorized by the worker: Health

Insurance Premiums. Retirement Plan Contributions. Wireless Phone plan, Cable/Satellite TV, Internet or other services primarily for the worker's convenience and benefit. Cash advances may apply at employer's discretion (to be deducted from worker's paycheck).

Employer may deduct the reasonable cost of damages, replacement of tools/equipment or fines and tickets incurred by the employee if such repair, replacement, or misuse results from willful neglect or gross negligence after gaining the employee's written authorization to make the deduction. Additionally, Employer may deduct the reasonable cost of negligent damage to lodging facilities and vehicles after gaining the employee's written authorization to make the deduction. Employee will be responsible [for] professional cleaning of housing resulting from excessive filth. Transportation expenses that were advanced or reimbursed upon the worker's arrival may be deducted during the first half of the work contract and then reimbursed once the worker completed 50% of the contract period.

All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage. If an updated AEWR for the occupational classification and geographic area is published in the Federal Register during the work contract, and the updated AEWR is higher than the previous AEWR, a prevailing wage for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity and geographic area, the agreed-upon collective bargaining wage, the Federal minimum wage, or the State minimum wage, the employer will pay at least the updated AEWR upon the effective date of the updated AEWR published in the Federal Register. If an updated AEWR for the occupational classification and geographic area is published in the Federal Register during the work contract, and the updated AEWR is lower than the rate guaranteed on the job order, the employer will continue to pay at least the rate guaranteed on the job order.

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9	is and oc	onditions of the Job Offer	
1. Section/Item Number *	4.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null
Details of Material Term or C All work will be done with employer- period. Employer-provided housing complete work tasks.	Condition (-provided to available a	up to 3,500 characters) * ols, equipment and supplies without charge or deposit. The worker will be t no cost to each worker who cannot reasonably return to their residence v	offered a total number of work hours equal to at least three-fourths of the workdays of each 12-week vithin the same day. Must be dependable and fulfill work obligations and pay attention to detail;
unpaid meal break each workday. A scheduled stop time. Workers must	Idditional re leave cell p ctions, viola	est or meal periods may be provided in accordance with applicable state la phones, pagers, iPad, iPod, or any other electronic device in their housing ttes work rules, fails to perform job duties in a competent manner, or other	r later than usual. Evening and/or night hours may be required. Employees will receive a 30-minute ws. Workers are not allowed to begin work before the scheduled start time or continue after the area unless expressly authorized by the employer. Any worker found to have commit serious acts of lawful job-related reasons will be subject to termination. Any worker who physically threatens another
			hey were hired (without justified cause), or lack skills & competency to perform the job satisfactorily fissues persist despite warnings & corrections, workers may be terminated.
			coworkers b) deliberate abuse or destruction of any property, i.e. machinery, vehicles, equipment, roduction or other work-related records, d) other serious act of misconduct.
j. Job Offer Information 10			
1. Section/Item Number *	¥.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - null
agreed-upon collectiv	lomesti re barg , regard	c and foreign workers will earn the highest of aining wage, or the Federal or State minimur dless of origin, more than the required minim	f the AEWR, the prevailing hourly wage or piece rate, the m wage; however, the employer may choose to pay um wage rate. Bonus potential based on work performance at
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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11	ms and Co	onditions of the Job Otter			
Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - null		
3. Details of Material Term o Employment referer	r Condition (nce, able	up to 3,500 characters) * e to speak/understand English.			
I. Job Offer Information 12					
1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *			
3. Details of Material Term o	r Condition (up to 3,500 characters) *			
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