



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

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	0	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input checked="" type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>75</u> lbs.		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input checked="" type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input checked="" type="checkbox"/> i. Frequent stooping or bending over <input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *				
35820 273rd St				
2. City *	3. State *	4. Postal Code *	5. County *	
Platte	South Dakota	57278	Charles Mix County	
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *				
Employer owns and/or controls all worksites				
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? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *				
509 16th Avenue Circle Northeast Apt 7				
2. City *	3. State *	4. Postal Code *	5. County *	
Watertown	South Dakota	57201	Codington County	
6. Type of Housing (check only one) *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public (including mobile or range)			1	2
9. Identify the entity that determined the housing met all applicable standards: *				
<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. (If no additional information, enter " NONE " below) *				
Housing is only available to non-local workers (permanent residence outside normal commuting distance) and is not offered to non-working family members. Employer possesses and controls premises at all times. Female workers will be provided bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A



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

E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
(Please begin response on this form and use Addendum C if additional space is needed.)
 Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Workers residing in employer-provided housing will be provided free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. The employer: *

<input type="checkbox"/> WILL NOT charge workers for meals.		
<input checked="" type="checkbox"/> WILL charge each worker for meals at	\$ <u>16</u> . <u>28</u>	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)
 Employer will provide free daily transportation using 3 passenger car with a capacity of 5 workers each and 5 trucks with a capacity of 5 workers each. Total capacity: 40.

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.)
 Employer will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier (e.g., van, bus, plane) transportation charges for the distances involved for both inbound and outbound transportation. Inbound transportation provided from the foreign worker's home city to the U.S. consulate and from the U.S. Consulate to the work site.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>16</u> . <u>28</u>	per day *
	b. no more than	\$ <u>68</u> . <u>00</u>	per day with receipts

G. Referral and Hiring Instructions



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

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

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

Employer accepts referrals/applicants from all sources. Interview required - conducted at no cost to applicant, via phone or in-person. Employer will conduct interview as expeditiously as possible. Contact employer Monday through Friday during the hours of 8:00 AM -4:00 PM EDT at phone (+15072152431) or email (alexandra.larios@pipestone.com). Employer will hire those who meet the following conditions: be able, willing, and available to perform the specified job duties for the duration of the contract period; have been apprised of all material terms and conditions of employment; agree to abide by all material terms and conditions of employment; be legally authorized to work in the United States; and satisfy all minimum job requirements.

Referring State Workforce Agency (SWA) is responsible for informing applicants of all terms and conditions of employment, and to notify the employer in advance of any referrals. If appropriate, the SWA should furnish translator services.

2. Telephone Number to Apply * +1 (507) 215-2431	3. Extension § N/A	4. Email Address to Apply * alexandra.larios@pipestone.com
5. Website Address (URL) to Apply * N/A		

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

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

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

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

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



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

6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

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

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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

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

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

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

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

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

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

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

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

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



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

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

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

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

If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
 - B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
 - C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
 - D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
 - E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
 - F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.

1. Last (family) name * Larios	2. First (given) name * Alexandra	3. Middle initial §
4. Title * International HR TA Manager		

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



5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/11/2026
--	-------------------------------

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

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



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Wage for domestic workers in SD	\$ 18 . 30	Hour	
	Wage for H2A workers in SD	\$ 17 . 10	Hour	
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		

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

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Emp Serv, LLC	41960 185th Street Willow Lake, South Dakota 57353 CLARK COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	20724 415th Ave Iroquois, South Dakota 57028 KINGSBURY COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	101 S CRESCENT ST Flandreau, South Dakota 57216 MOODY COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	48120 145th ST Big Stone City, South Dakota 57301 GRANT COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	25017 401st Ave Mitchell, South Dakota 57026 DAVISON COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	20825 485th Ave Elkton, South Dakota 57471 BROOKINGS COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	33827 143rd St Roscoe, South Dakota 57369 EDMUNDS COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	48767 234th St Flandreau, South Dakota 57278 MOODY COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	42475 189th St Willow Lake, South Dakota 57012 CLARK COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	44448 258th St Canistota, South Dakota 57434 MCCOOK COUNTY		5/9/2026	10/1/2026	40

D. Additional Housing Information

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Emp Serv, LLC	14552 403rd Ave Conde, South Dakota 57217 SPINK COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	15903 433rd Ave Bradley, South Dakota 57328 CLARK COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	27386 458th Ave Parker, South Dakota 57313 TURNER COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	38495 283rd St Armour, South Dakota 57313 DOUGLAS COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	28340 384th Ave Armour, South Dakota 57313 DOUGLAS COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	38483 283rd St. Armour, South Dakota 57322 DOUGLAS COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	19087 413th Ave Carpenter, South Dakota 57029 CLARK COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	27537 431st Ave Freeman, South Dakota 57258 HUTCHINSON COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	41734 178th St Raymond, South Dakota 57363 CLARK COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	39592 264th St Mount Vernon, South Dakota 57363 DAVISON COUNTY		5/9/2026	10/1/2026	40

D. Additional Housing Information

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Emp Serv, LLC	20949 425th Ave De Smet, South Dakota 57026 KINGSBURY COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	21493 482nd Ave Elkton, South Dakota 57368 BROOKINGS COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	19964 408th Ave Yale, South Dakota 57356 BEADLE COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	29844 388th Avenue Lake Andes, South Dakota 57471 CHARLES MIX COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	34772 145th St Roscoe, South Dakota 57002 EDMUNDS COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	22014 478th Ave Aurora, South Dakota 57373 BROOKINGS COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	20711 364th Ave St Lawrence, South Dakota 57026 HAND COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	25075 438th Ave Salem, South Dakota 57058 MCCOOK COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	25036 438th Ave Salem, South Dakota 57319 MCCOOK COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	27019 441st Ave Dolton, South Dakota 57276 TURNER COUNTY		5/9/2026	10/1/2026	40

D. Additional Housing Information

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Emp Serv, LLC	20019 474TH AVE White, South Dakota 57322 BROOKINGS COUNTY		5/9/2026	10/1/2026	40
Emp Serv, LLC	41543 182nd St Carpenter, South Dakota 57029 CLARK COUNTY		5/9/2026	10/1/2026	40

D. Additional Housing Information



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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	2 5th Avenue Northwest Watertown, South Dakota 57201 CODINGTON COUNTY		1	1	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	400 South Commercial Street Clark, South Dakota 57225 CLARK COUNTY	Apt 6	1	2	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	9 East 10th Ave S Apt 204 Groton, South Dakota 57445 BROWN COUNTY	Apt 204,	1	2	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	103 S Commercial St Clark, South Dakota 57225 CLARK COUNTY	Apt 1,4	2	4	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1555 Arizona Avenue Southwest Huron, South Dakota 57350 BEADLE COUNTY	Apt 1, 21, 24	3	6	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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



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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	207 South Dakota Street Apt 6 Clark, South Dakota 57225 CLARK COUNTY	Apt 6	1	2	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	617 Bloemendaal Drive Ipswich, South Dakota 57451 EDMUNDS COUNTY		6	8	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	400 Delaware Ave Apt 1 Platte, South Dakota 57369 CHARLES MIX COUNTY	Apt 1	1	2	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	361 South Hill Street Salem, South Dakota 57058 MCCOOK COUNTY	Apt 212	1	1	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	2503 Railroad Avenue Southeast Aberdeen, South Dakota Aberdeen BROWN COUNTY		1	2	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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



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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	809 1st St Apt 4 Armour, South Dakota 57313 DOUGLAS COUNTY	Apt 4	1	2	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	809 1st St Apt 7 Armour, South Dakota 57313 DOUGLAS COUNTY	Apt 7	1	2	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	101 South Commercial Street Clark, South Dakota 57225 CLARK COUNTY	Apt 3	1	2	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	406 Valley View Drive Clear Lake, South Dakota 57226 DEUEL COUNTY	Apt 1	1	1	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	519 South Main Street Mitchell, South Dakota 57301 DAVISON COUNTY	Apt 1,2	2	3	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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



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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	510 East 6th Street Miller, South Dakota 57362 HAND COUNTY	apt 14	1	2	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	101 E 5th St Apt 6 Freeman, South Dakota 57029 HUTCHINSON COUNTY	Apt 6	1	3	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	101 E 5th St Apt 10 Freeman, South Dakota 57029 HUTCHINSON COUNTY	Apt 10	1	7	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	402 North Dakota Street Clark, South Dakota 57225 CLARK COUNTY	Apt 2, 3, 6, 7	4	8	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	307 N Broadway apt 6 Aurora , South Dakota 57373 BROOKINGS COUNTY	Apt 6	1	2	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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



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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	9 10th Ave S Apt 203 Groton, South Dakota 57445 BROWN COUNTY	Apt	1	1	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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



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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employees will work on farms, under the instruction of a supervisor, performing general maintenance tasks. These daily tasks will include repairing PVC water lines, fixing water leaks, replacing water nipples, cleaning, and replacing water filters. Employees will set up ventilation systems, perform ventilation system maintenance, and change filtration chutes as needed.</p> <p>Duties will include repair and replacement of fan and feed motors, greasing fan and feed motor bearings, repair and maintenance of heat lamps and cool cells. Employees will need to cover and uncover fans as weather changes. Repair of sow feeders, tubes, and creep paneling in farrowing crates will be required.</p> <p>Tasks may also include unclogging sewer lines, minor welding tasks, and caulking structures. Employees will be expected to keep up with yard maintenance, such as mowing, spraying, and trimming weeds, along with snow removal as needed. Clean-up site.</p> <p>Workers may assist supervisors in communicating information regarding work duties and requirements and instructing other workers in and related work activities. Workers may serve as the lead worker in small crews.</p> <p>Workers who possess a valid driver's license and meet all applicable legal requirements, including holding a doctor's certificate as required by 29 CFR § 500.105, maybe asked to drive vehicles for transporting workers, goods, or commodities on company business. This task is voluntary, compensable, and not a mandatory job duty. Workers without a valid driver's license or doctor's certificate will still be fully eligible for employment and are not disqualified from any other job responsibilities outlined in this application. The employer can and will make alternative arrangements for the transportation of workers should the need arise.</p> <p>All workers that have a valid driver's license must agree to and comply with the employer's fleet policy agreement prior to driving any company vehicles. Workers shall not drive a company vehicle unless written permission is provided to employee. Drivers may be entitled to additional compensation for properly maintaining company vehicles.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Worker must authorize in writing all voluntary deductions, such as cash advances/loans, health insurance payments, cell phones, and other services to benefit the worker. Employer will make all deductions required by state/federal law, if applicable, such as: FICA, federal, state and/or local income tax withholding. Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions.</p>			

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



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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Must be able to lift and carry 75lbs/75yds. Must be willing to learn specialized skills and adapt to production protocols. Once hired, ongoing training provided. Background check conducted through ADP if worker has a U.S Social Security Number. The employer reserves the right to conduct a background check post-hire at the employers expense IF the employer deems it necessary. Employer reserves the right after employment to ask any employee at the employer's expense to take a blood or urine test to determine whether he/she is under the influence of controlled substances, illegal drugs or alcohol. Any employee who declines to take or fails this drug test will be terminated and paid for all hours worked, if any.</p>			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules 1 - 8
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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 immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of the day to three (3) days 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.</p> <ol style="list-style-type: none"> 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. 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 and with proper licensing. 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. Workers must not misuse or remove any employer owned property from the farm premises without authorization. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office. This includes proper use of appropriate personal protective equipment (PPE) and any safety equipment required to operate equipment safely. Workers must follow supervisor's instructions. Insubordination is cause for dismissal. Workers may not use cellular telephones, theirs or the employer's, for personal use during work time. Workers may carry and are encouraged to use cellular telephones in case of a bona fide emergency. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions. No use of beer or liquor 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, which includes abuse of prescription drugs prescribed for either the worker or for another person. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Prescription medication must be kept in its original container with the original pharmacy label attached. Employer will test for drug or alcohol use upon reasonable suspicion that the worker may be affected by drugs or alcohol that could adversely affect job performance or the work environment, including safety related performance of the worker or other persons. 			

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



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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules 9 - 18
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>9. Excessive absences or tardiness will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Excessive absences or tardiness includes three (3) unexcused absences and/or tardies in a two (2) week period and may result in termination. Less frequent rates of unexcused absence and tardiness that negatively impact operations and productivity, such as one unexcused absence or tardy per week for consecutive weeks, will result in less severe discipline such as a written warning or suspension. Failure to correct such attendance issues will result in termination.</p> <p>10. Any absence and/or tardiness that is requested at least twenty-four (24) hours in advance of the work start day and time for which approval from the worker's supervisor is obtained will not count as an unexcused absence. Absences for verifiable medical reasons or other emergency reasons that can be substantiated with verification will also not count as unexcused absences. Employer reserves the right, however, to terminate workers absent for any reason if the number of absences materially effects operations and productivity if the absences are not subject to the Family Medical Leave Act, the Americans with Disabilities Act, or similar applicable provisions.</p> <p>11. Workers must maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear, in compliance with applicable housing requirements as determined by regular inspections by the employer and government representatives. For example, eggs, meats, and other foods requiring refrigeration must remain refrigerated, dishes and other cooking utensils must be cleaned, and lids must be kept on all trash and waste receptacles. The Employer may inspect housing for compliance with these requirements at reasonable times, and workers must report any damage or maintenance issues, whether by normal wear and tear, or by acts of an individual to their supervisor or the employer's office. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.</p> <p>12. Reasonable repair costs of damage other than that caused by normal wear and tear will be charged to the workers found to have been responsible for the willful or reckless damage to the housing or furnishings as allowable by State and Federal law. Such conduct may result in termination.</p> <p>13. All posters required by federal and state law will be posted at each housing location. They are not to be removed, defaced, or altered in any way. Workers who wish to have copies may ask their supervisor.</p> <p>14. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.</p> <p>15. 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.</p> <p>16. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.</p> <p>17. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used, and lids must be kept on trash and waste receptacles.</p> <p>18. Workers may not take unauthorized breaks from work.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules 19 - 33
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>19. Workers may not leave the field or other assigned work areas without permission of employer or person in charge.</p> <p>20. Workers may not enter employer's premises without authorization.</p> <p>21. Workers may not begin work prior to scheduled starting time or continue working after stopping time.</p> <p>22. Workers living in employer's housing may not entertain guests in housing premises after 10 p.m. Sunday through Friday or after 11 p.m. on Saturday and may not have overnight guests at any time</p> <p>23. Workers may not deliberately restrict production or damage plants.</p> <p>24. Any worker who physically threatens another worker, the employer, or any supervisor, with or without any tool or weapon, will be subject to immediate discharge.</p> <p>25. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.</p> <p>26. Workers may not engage in horse play, scuffling, throwing things, wasting time, or loitering, including sitting in work vans or other equipment during work hours. Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.</p> <p>27. Workers will be discharged if they steal from fellow workers or the employer.</p> <p>28. Workers will not falsify identification, personnel, medical, production or other related records.</p> <p>29. Workers may not willfully or negligently abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property, including housing belonging to the employer or to other employees.</p> <p>30. Workers must not engage in discriminatory or unlawful harassment. Such harassment of co-workers, visitors, vendors or others because of any protected status, including race, sex, ethnicity, age, national origin, country of origin, and other categories protected by applicable provisions is forbidden. Workers must report potential violations to their supervisor or to the employer's office.</p> <p>31. Workers will be charged for reasonable costs related to the workers' refusal or reckless failure to return property of the employer or due to such worker's willful or reckless damage or destruction of such property.</p> <p>32. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor. Workers may not reassign themselves nor switch housing assignments with other workers.</p> <p>33. Occupants of housing must not cover or remove smoke alarms or remove batteries from smoke alarms, must not remove heaters from housing, must not discharge fire extinguishers (except for use during an emergency), must not remove fire extinguishers from housing, and must flush toilet paper after use (do not leave used toilet paper in waste basket)</p>			

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

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



H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules 34 - 36
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>34. Occupants may not interrupt other workers' rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. on Sunday through Friday, nor after 11:00 p.m. on Saturday.</p> <p>35. Occupants of housing may not post or remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without permission from the employer.</p> <p>36. In determining appropriate disciplinary action, the employer will consider the seriousness of the offense and the surrounding circumstances, including the safety of the employee and others, the apparent awareness of the individual that his action or conduct would or could have serious consequences or his failure to consider the consequences of his action or conduct, and other factors. The Employer reserves the right to impose immediate discharge for serious violations. In cases that appear to warrant less serious penalties and for which the employee takes responsibility for future conduct in accordance with the work rules and other provisions of the job order, employees who violate work rules may be disciplined in the following ways (not limited to): Oral warning and correction, written warning, unpaid leave for balance of pay, immediate discharge, suspension, and/or written fact statement. Employee may be asked to sign written fact statement.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Termination
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer retains the right to terminate workers for lawful job-related reasons, including but not limited to workers who: are regularly absent or tardy; malingers or otherwise refuses to work in accordance with direction, or is otherwise obviously unqualified to perform the job; is physically able but does not demonstrate the willingness to perform the work necessary. Additional reasons include: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits series acts of misconduct including but not exclusively: (1) criminal acts; (2) dishonest; (3) theft; (4) willful destruction of property; (5) Insubordination; (6) Persistent tardiness; (7) failing to abide by employer safety absolutes; (8) negligent and/or reckless performance of job duties; (9) failure, after completing any training or break-in period, to reach roduction standards when production standards are applicable; (10) abandonment as defined below.</p> <p>In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place of recruitment.</p>			

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



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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Disclosures
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work is to be done for long periods of time in the field, when plants may be wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers ability to perform the job. Workers must be able to perform the required work with or without reasonable accommodations. Must wear assigned personal protective equipment when required. Must report for work daily wearing appropriate work clothing and boots or other durable foot wear. Casual clothing not permitted. Workers wearing inappropriate clothing will not be permitted to start work.</p> <p>Workers will have an unpaid lunch break when working more than 5 hours. Must report to work at the designated time and place each day. Daily or weekly work schedules may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start/end times. Employer may request, but not require that workers work more than the stated daily hours, on the worker's Sabbath, or on federal holidays. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company worksites or vehicles is prohibited and will be cause for immediate termination.</p> <p>Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.</p> <p>The work described herein is regular, seasonal full-time work requiring all workers to be available as stated on the standard work schedule, throughout the entire contract period. Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.</p> <p>Employer also retains the right to terminate workers for lawful job-related reasons, including but not limited to workers who: are regularly absent or tardy; malingers or otherwise refuses to work in accordance with direction, or is otherwise obviously unqualified to perform the job; is physically able but does not demonstrate the willingness to perform the work necessary.</p> <p>Non-U.S. workers may be terminated if one or more U.S. workers becomes available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences.</p> <p>Foreign workers will be advised of their responsibility to depart the U.S. when employment comes to an end. Employer will request and maintain records of each worker's permanent home address, e-mail address (when available) and phone number.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Workers' Compensation Insurance
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will provide workers' compensation insurance coverage in accordance with 20 CFR 655.122(e). Employer attests that the policy will be renewed as necessary to cover the entire certified contract period and any extension of employment.</p> <p>Name of insurance carrier: Nationwide Agribusiness Insurance Co Name of policyholder: Emp Serv LLC Name of person to be notified of claim: Sarah Johnson Telephone number for point-of-contact: 5078257928 Deadline for filing a claim: Report within the timeframe specified by state law</p>			

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

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



H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, but may be subject to state overtime requirements, if applicable Raises and/or bonuses may be offered to any seasonal worker employed under this job order, at the company's sole discretion, based on individual factors including but not limited to work performance, skill, and tenure. Employer expressly prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. The employer attests they will not seek or receive payment of any kind from workers for anything related to obtaining the H-2A labor certification, including the employer's attorney or agent fees, application fees, or recruitment costs.			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Inspection
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law. If one has not already been performed at the time of this filing, the employer(s) request(s) an inspection of the property.			

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

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



H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Vehicles utilized to transport workers are covered under a valid insurance policy which includes property damage insurance. Workers will be picked up at the employer-provided housing address(es) on work days approximately 30 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the work day and returned to the designated employer-provided housing location.</p> <p>The above-referenced vehicles will be used to make multiple trips to transport the total number of requested workers to the worksites as outlined in Clearance Order.</p> <p>Daily transportation to and between worksites provided at no cost to all workers, regardless of housing arrangements. Use of employer-provided transportation is voluntary.</p>			

n. Job Offer Information 14

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Travel Arrangements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Outbound transportation provided from the work site to the foreign worker's home city. Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in accordance with H-2A regulations and FLSA wage requirements. For non-commuting domestic workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place the worker departed from to the employer's place of employment.</p> <p>Employer pays/reimburses outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause.</p>			

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