



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

A. Job Offer Information

1. Job Title * Farmworker/Laborer								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 5/20/2026				4. Last Date * 11/10/2026
		55	55					
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *	
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday	a. 7 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday	b. 2 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)								
FARM LABORER: Worker will be required to complete the following activities as instructed by supervisor: plant, fertilize, water, prune, trim, train, thin, tie and other general care of fruit trees; paint tree trunks; install and remove trellises; remove weeds; build, paint, and repair farm structures; cut trees or logs; operate forklifts, tractors, vehicles, and other farm equipment during orchard operations incidental to the production and harvest of crops; maintain and clean up farm, field, orchard, and equipment; clean, assemble, maintain and repair harvest containers and pallets; set up, operate, and maintain irrigation equipment; load, unload and haul produce; record harvest information; harvest to quality standards strawberries, zucchini, blueberries, grapes, tomatoes, squash, flowers, jalapeños, black raspberries, apples, pumpkins, peaches, plums and cherries; stack, repair and assemble boxes and bins; drive Employer-provided vehicle to and from the worksite and other locations. Employer will provide instructions and training on specific job duties. Other duties assigned under this order will be consistent with Farmworkers and Laborers, Crop, Nursery, and Greenhouse under Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092.								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 16 . 37		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 19 . 00		<small>APPLE HARVEST STEM CLIP/\$19 per 20 Bushel Box/Estimated Hourly Rate \$23/ Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less states AEWR hourly rate for each hour worked.</small>		
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.)								
FICA taxes if required, Federal, state and local income tax if required, Other deductions expressly authorized or required by state or federal law, Other deductions worker authorizes in writing.								

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	2	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 type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>60</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? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
6. Additional Information Regarding Job Qualifications/Requirements. * <i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i> See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *				
16500 Kenowa Ave.				
2. City *	3. State *	4. Postal Code *	5. County *	
Kent City	Michigan	49330	Kent County	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
none.				
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 *				
4375 20 Mile Rd. NW				
2. City *	3. State *	4. Postal Code *	5. County *	
Kent City	Michigan	49330	Newaygo County	
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public (including mobile or range)			8	56
9. Identify the entity that determined the housing met all applicable standards: *				
<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 (specify): _____				
10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> *				
stick built.				
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

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
(Please begin response on this form and use Addendum C if additional space is needed.)
 Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Worker purchases food and prepares meals. Employer offers no cost transportation to worker at least once a week to stores for food and other items.

2. The employer: *

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

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)
 For workers eligible for housing benefit, Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

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 not reimburse, pay for or provide inbound transportation and subsistence to worker who resides within reasonably commutable distance or who does not provide identity and employment eligibility documentation required to complete Form I-9, who has knowledge at recruitment place that worker cannot perform job order duties, who abandons employment, or who is discharged for lawful job-related reasons.

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	\$ 16 . 28	per day *
	b. no more than	\$ 68 . 00	per day with receipts

G. Referral and Hiring Instructions



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

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

Employer accepts referrals from any source. Candidates are encouraged to register at nearest employment office (i.e. Michigan Works!), to receive terms and conditions of employment. Monroe Michigan Works! may be reached at 800-285-9675 or by visiting their website at www.michiganworks.org.

Applicants should apply for job opportunity at nearest SWA office. (20 CFR 655.152(j)). SWA advises applicants of material terms and conditions of employment, and only refers applicants for employment if applicant confirms he or she is qualified, able, willing, and available for employment. (20 CFR 655.155). SWA refers applicants to employer agent, Great Lakes Ag Labor Services, via email at wuglals@michfb.com.

Candidates may call Great Lakes Ag Labor Services at 517-391-5090, for interview during hours listed below. Employer makes hiring decision upon verification of employment qualifications.

Interview Hours:
 Tuesday, Wednesday, Friday: 8:00 am 12:00 PM
 Thursday: 8:00 am 4:30 PM

Employer will not employ undocumented or fraudulently documented workers. Upon hiring and by end of third work day, workers must present original document(s) to establish identity and employment eligibility required by INA to continue employment.

Candidates should check with Employer one week prior to contract start date to confirm no changes to job opportunity. Candidates referred by employment office (i.e. Michigan Works!) should check with employment office 9 days and no later than 5 days prior to date of need to preserve rights under 20CFR653.501(d)(4).

Employer is equal opportunity employer and agrees to comply with assurance at 20 CFR 655.135

Employer will notify Local Office or State agency if employment terms and conditions change due to factors including crop, weather, or recruitment conditions. Work Agreement terms may be changed upon posted notice to workers and ETA Regional Administrator approval.

2. Telephone Number to Apply *
 +1 (517) 391-5090

3. Extension §
 N/A

4. Email Address to Apply *
 wuglals@michfb.com

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

H. Additional Material Terms and Conditions of the Job Offer

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

Yes No

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

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

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

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



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

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

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

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

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

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

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

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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

1. Last (family) name * Diaz	2. First (given) name * Enrique	3. Middle initial §
4. Title * Owner		

H-2A Agricultural Clearance Order
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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/27/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H-2A Agricultural Clearance Order
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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Apple Hand Harvest: Stem Clip	\$ 19 . 00	Piece Rate	\$19.00 per 20 Bushel Box/\$23.00 Estimated Hourly Rate/ Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less states AEWR hourly rate for each hour worked.
	Apple Hand Harvest: Stem Clip	\$ 17 . 00	Piece Rate	\$17.00 per 18 Bushel Box/\$20.50 Estimated Hourly Rate/ Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less states AEWR hourly rate for each hour worked.
	Apple Hand Harvest: Pick for color, size, or grade	\$ 16 . 00	Piece Rate	\$16.00 per 20 Bushel Box/\$20.00 Estimated Hourly Rate/ Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less states AEWR hourly rate for each hour worked.
	Apple Hand Harvest: Pick for color, size or grade	\$ 14 . 50	Piece R	\$14.50 per 18 Bushel Box/\$18.15 Estimated Hourly Rate/ Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less states AEWR hourly rate for each hour worked.
	Apple Hand Harvest: Strip Picking	\$ 14 . 00	Piece Rate	\$14.00 per 18 Bushel Box/\$18.34 Estimated Hourly Rate/ Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less states AEWR hourly rate for each hour worked.
	Apple Hand Harvest: Strip Picking	\$ 14 . 50	Piece Rate	\$14.50 per 20 Bushel Box/\$18.34 Estimated Hourly Rate/ Piece rates are minimum and may change during season or hourly rates may be offered. Employer guarantees worker payment not less states AEWR hourly rate for each hour worked.
	H-2A Wage	\$ 15 . 05	Hour	H-2A foreign workers will be offered a wage rate of \$15.05 per hour.
	Michigan ESTA	\$ 00 . 00	Month	Paid Medical Leave as required by Michigan Law Under Earned Sick Time Act 338.
		\$.		
		\$.		

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

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Alt Fruit Farms	2570 7 Mile Rd Comstock Park, Michigan 49321 KENT COUNTY	NONE.	5/20/2026	11/10/2026	55
Better Way Farms	6072 105th Ave Pullman, Michigan 49450 ALLEGAN COUNTY	NONE.	5/20/2026	11/10/2026	55
Better Way Farms	6717 103rd Ave South Haven, Michigan 49090 VAN BUREN COUNTY	none.	5/20/2026	11/10/2026	55
Better Way Farms	4830 104th Ave Grand Junction, Michigan 49056 VAN BUREN COUNTY	NONE.	5/20/2026	11/10/2026	55
Chase Orchards	3020 9 Mile Rd Comstock Park, Michigan 49321 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Chase Orchards	3135 7 Mile Rd Comstock Park, Michigan 49321 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Chase Orchards	3700 8 Mile Rd Comstock Park, Michigan 49321 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Chase Orchards	4945 Bristol Ave NW Comstock Park, Michigan 49321 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Chase Orchards	Polk Rd Hart, Michigan 49421 OCEANA COUNTY	none.	5/20/2026	11/10/2026	55
Charles H. Chase Orchards LLC	8011 Sparta Ave Sparta, Michigan 49345 KENT COUNTY	none.	5/20/2026	11/10/2026	55

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
D & D Freeland Farms	70 Brown Rd Bailey, Michigan 49303 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
D & D Freeland Farms	16340 White Rd Bailey, Michigan 49303 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
D & D Freeland Farms	18240 Bailey Rd Bailey, Michigan 49303 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
D & D Freeland Farms	1801 N Canada Rd Casnovia, Michigan 49318 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
D & D Freeland Farms	209 Canada Rd Casnovia, Michigan 49318 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
D & D Freeland Farms	210 Canada Rd Casnovia, Michigan 49318 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
D & D Freeland Farms	275 N Newaygo Rd Casnovia, Michigan 49318 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
D & D Freeland Farms	916 Newaygo Rd Casnovia, Michigan 49318 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
D & D Freeland Farms	3610 21 Mile Rd Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55
D & D Freeland Farms	4511 21 Mile Rd Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
D & D Freeland Farms	17856 Peach Ridge Ave Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55
D & K Properties LLC	16905 Shaner Ave Sand Lake, Michigan 49343 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Deep Roots Produce	8410 Whitneyville Ave Alto, Michigan 49302 KENT COUNTY	none.	5/20/2026	11/10/2026	55
First Ridge	644 Gooding St Conklin, Michigan 49403 OTTAWA COUNTY	none.	5/20/2026	11/10/2026	55
First Ridge	1700 10 Mile Rd Sparta, Michigan 49345 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Fresh Connect	No street address available Michigan OTTAWA COUNTY	43.09280 N, 85.84495 W	5/20/2026	11/10/2026	55
Fresh Connect	No street address available Michigan OTTAWA COUNTY	43.09156 N, 85.84921 W	5/20/2026	11/10/2026	55
Infinity Farms	7505 Stage NW Conklin, Michigan 49403 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Infinity Farms	4545 Hendershot Ave Grand Rapids, Michigan 49544 KENT COUNTY	none.	5/20/2026	11/10/2026	55
John & Stacey Alt Farms	No street address available Michigan MUSKEGON COUNTY	43.15'50" N 85°50'37" W	5/20/2026	11/10/2026	55

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
John & Stacey Alt Farms	No street address available Michigan MUSKEGON COUNTY	43°15'51" N 85°50'24" W	5/20/2026	11/10/2026	55
John & Stacey Alt Farms	No street address available Michigan MUSKEGON COUNTY	43°15'24" N 85°49'36" W	5/20/2026	11/10/2026	55
John & Stacey Alt Farms	No street address available Michigan MUSKEGON COUNTY	43°15'51" N 85°50'26" W	5/20/2026	11/10/2026	55
John & Stacey Alt Farms	No street address available Michigan MUSKEGON COUNTY	43°15'43" N 85°50'38" W	5/20/2026	11/10/2026	55
John & Stacey Alt Farms	No street address available Michigan MUSKEGON COUNTY	43°16'4" N 85°50'41" W	5/20/2026	11/10/2026	55
John & Stacey Alt Farms	5 Peters Rd Casnovia, Michigan 49318 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
John & Stacey Alt Farms	3800 19 Mile Rd Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55
John & Stacey Alt Farms	4765 19 Mile Rd Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55
John & Stacey Alt Farms	15900 Fruit Ridge Ave Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55
John & Stacey Alt Farms	285 Kenowa Ave Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
John & Stacey Alt Farms	15717 Fruit Ridge Ave Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Johnny Appleseeds LLC	12954 Beardslee Rd Greenville, Michigan 48838 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Ken Reister Orchards	21665 16th Ave Conklin, Michigan 49403 OTTAWA COUNTY	none.	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.271315, -85.802126	5/20/2026	11/10/2026	55
Kent Fruit Farms	43.271292, -85.801909 Michigan MUSKEGON COUNTY	NONE.	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.271732, -85.803521	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.27173, -85.804569	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.27215, -85.80171	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.247009, -85.824608	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.247034, -85.823491	5/20/2026	11/10/2026	55

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.24806, -85.816546	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.237823, -85.846341	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.235941, -85.847796	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.239996, -85.845485	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.236363, -85.842862	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.239934, -85.845002	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.239937, -85.844567	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.230274, -85.863614	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.230131, -85.863628	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.233745, -85.863642	5/20/2026	11/10/2026	55

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.2287, -85.863642	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.232305, -85.864578	5/20/2026	11/10/2026	55
Kent Fruit Farms	No street address available Michigan MUSKEGON COUNTY	43.232221, -85.864031	5/20/2026	11/10/2026	55
K & D Freeland Farms	17210 Hall Rd Casnovia, Michigan 49318 MUSKEGON COUNTY		5/20/2026	11/10/2026	55
Kober Farms	233 13 Mile Rd NE Sparta, Michigan 49345 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Kober Farms	7794 Peach Ridge Ave Sparta, Michigan 49345 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Kober Farms	8990 Peach Ridge Ave Sparta, Michigan 49345 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Kober Farms	9005 Peach Ridge Ave Sparta, Michigan 49345 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Kober Farms	11303 Lymburner Ave Sparta, Michigan 49345 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Krupp Farms LLC	7950 Krupp Ave NE Comstock Park, Michigan 49321 KENT COUNTY	none.	5/20/2026	11/10/2026	55

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Krupp Farms LLC	8025 Krupp Ave NE Comstock Park, Michigan 49321 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Krupp Farms LLC	8055 Krupp Ave NE Comstock Park, Michigan 49321 KENT COUNTY	none.	5/20/2026	11/10/2026	55
LTI Farms	15585 Fruit Ridge Ave Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Morse Bros Orchards	2901 6 Mile Rd Comstock Park, Michigan 49321 KENT COUNTY	none.	5/20/2026	11/10/2026	55
New Leaf Orchards, LLC	1336 108th St Grant, Michigan 49327 NEWAYGO COUNTY	none.	5/20/2026	11/10/2026	55
New Leaf Orchards, LLC	1021 W 108th St Grant, Michigan 49327 NEWAYGO COUNTY	none.	5/20/2026	11/10/2026	55
New Leaf Orchards, LLC	16250 Albrecht Ave Cedar Springs, Michigan 49319 KENT COUNTY	none.	5/20/2026	11/10/2026	55
New Leaf Orchards, LLC	17651 Algoma Ave Cedar Springs, Michigan 49319 KENT COUNTY	none.	5/20/2026	11/10/2026	55
New Leaf Orchards, LLC	4375 20 Mile Rd Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55
New Leaf Orchards, LLC	16170 Fruit Ridge Ave Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
New Leaf Orchards, LLC	1425 Mile Rd NW Grand Rapids, Michigan 49544 KENT COUNTY	none.	5/20/2026	11/10/2026	55
New Leaf Orchards, LLC	1473 4 Mile Rd NW Grand Rapids, Michigan 49544 KENT COUNTY	none.	5/20/2026	11/10/2026	55
North Ridge Farms	4381 20 Mile Rd NW Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55
North Ridge Farms	16911 Fruit Ridge Ave Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55
North Ridge Farms	2103 S Comstock Ave Fremont, Michigan 49412 NEWAYGO COUNTY	none.	5/20/2026	11/10/2026	55
Platt Farms	1655 Harding St Conklin, Michigan 49403 OTTAWA COUNTY	none.	5/20/2026	11/10/2026	55
R&M Orchards	4639 Cordes Ave Comstock Park, Michigan 49321 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Randy Nelson Farms Inc	469 W 112th St Grant, Michigan 49327 NEWAYGO COUNTY	none.	5/20/2026	11/10/2026	55
Skanee Farms	No street address available Michigan NEWAYGO COUNTY	43°21'36.36"N, 85°50'26.22"W	5/20/2026	11/10/2026	55
Skanee Farms	10562 Gordon St Grant, Michigan 49327 NEWAYGO COUNTY	none.	5/20/2026	11/10/2026	55

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Skanee Farms	1025 108th St Grant, Michigan 49327 NEWAYGO COUNTY	none.	5/20/2026	11/10/2026	55
Skanee Farms	305 Kenowa Ave Casnovia, Michigan 49318 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
Snappy Apple Farms	571 Newaygo Rd Casnovia, Michigan 49318 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
Snappy Apple Farms	705 Newaygo Rd Casnovia, Michigan 49318 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
Snappy Apple Farms	961 Newaygo Rd Casnovia, Michigan 49318 MUSKEGON COUNTY	none.	5/20/2026	11/10/2026	55
Stoney Ridge Vineyards LLC	2255 Indian Lakes Rd Kent City, Michigan 49330 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Thunder Acres Highlands	21592 W Kimball Sand Lake, Michigan 49343 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Twin Bee Orchards	12268 5 Mile Rd Lowell, Michigan 49331 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Vista Orchards	14105 10 Mile Rd. Greenville, Michigan 48838 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Vista Orchards	9129 Montcalm Ave Greenville, Michigan 48838 KENT COUNTY	none.	5/20/2026	11/10/2026	55

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Vista Orchards	11980 Fisk Rd Belding, Michigan 48809 KENT COUNTY	none.	5/20/2026	11/10/2026	55
Nels & Luanne Nyblad Family Farms	17965 Hall Rd Casnovia, Michigan 49318 MUSKEGON COUNTY		5/20/2026	11/10/2026	55
Nels & Luanne Nyblad Family Farms	16565 White Rd Bailey, Michigan 49303 MUSKEGON COUNTY		5/20/2026	11/10/2026	55
Nels & Luanne Nyblad Family Farms	10596 S Ferris Ave Grant, Michigan 49327 NEWAYGO COUNTY		5/20/2026	11/10/2026	55
Nels & Luanne Nyblad Family Farms	Moon Rd Between M-37 & Peters Rd Casnovia, Michigan MUSKEGON COUNTY		5/20/2026	11/10/2026	55
Nels & Luanne Nyblad Family Farms	Corner of 108th St & Ferris Ave Grant, Michigan 49327 NEWAYGO COUNTY		5/20/2026	11/10/2026	55
Nels & Luanne Nyblad Family Farms	15852 Fruit Ridge Ave Kent City, Michigan 49330 KENT COUNTY		5/20/2026	11/10/2026	55
Nels & Luanne Nyblad Family Farms	3787 19 Mile Rd NW Kent City, Michigan 49330 KENT COUNTY		5/20/2026	11/10/2026	55
Nels & Luanne Nyblad Family Farms	16140 Fruit Ridge Ave Kent City, Michigan 49330 KENT COUNTY		5/20/2026	11/10/2026	55

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	10719 Gordon Ave Grant, Michigan 49327 NEWAYGO COUNTY	Sick built.	3	24	<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 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.



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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>Job requires worker to complete tasks in in general farm labor and harvesting of strawberries, zucchini, blueberries, grapes, tomatoes, squash, flowers, jalapeos, black raspberries, apples, pumpkins, peaches, plums and cherries. Employer will provide instructions and training on specific job duties.</p> <p>Experience Requirement: Two verifiable months of commercial tree fruit hand harvest experience required. Applicants must furnish job references from recent employers within the past five years establishing acceptable prior experience.</p> <p>Season Commitment: Job offered requires worker be available for work for entire employment period.</p>			

b. Job Offer Information 2

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound and Outbound Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will arrange inbound transportation via charter of 48-50 seat bus, 10-20 seat passenger van, or commercial airplane as needed. Worker may select means of transportation to place of employment, however, reimbursement is limited to lesser of per worker cost of Employer provided transportation or most economical and reasonable common carrier transportation cost. Employer will advance inbound transportation amount no later than first workweek. Criteria for benefit are identical for foreign and domestic workers. Worker may select means of transportation home; however, reimbursement is limited to lesser of per worker cost of Employer provided transportation or most economical and reasonable common carrier transportation cost. Worker who arranges own transportation assumes all liability and holds Employer harmless for damages, injuries, and personal or property losses, pays for transportation and subsistence and submits expense documents to Employer for reimbursement (as detailed above) to be paid by check sent via US mail or other delivery system worker requests.</p>			

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Employer provided transportation to/from housing site(s), worksite(s), and weekly errands will include: 1997 Dodge Ram Van 15 passengers 1999 Ford Econline Van 15 passengers 2000 Ford Econline Van 15 passengers 2011 Ford Econline Van 15 passengers Vehicle(s) used will be determined by needs of the day. If number of workers requiring transportation exceeds number of seats in vehicle, Employer will make multiple trips. Sometimes, workers may walk from housing to worksite location due to proximity. All employer provided vehicles are properly inspected and insured. All drivers are properly licensed.</p>			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Drug Testing Additional Info
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Alcohol And/Or Drug Use: Worker must not be under influence or impaired by alcohol, prescription legal or illegal drugs or medications, or other substances that may adversely affect alertness, coordination, reaction response or safety during work hours. Employer may require alcohol and drug testing if reasonable suspicion that worker is under influence at work, when worker suffers injury and requires medical attention or regulatory agency reporting either while on duty, or while on Employer's work premises. Testing may also be required if worker is involved in workplace injury resulting in damage to property or injury to others. Grounds for reasonable suspicion include, but are not limited to observation of slurred speech, bloodshot eyes, erratic behavior, difficulty walking, difficulty performing assignments, paraphernalia, and/or the smell of alcohol or drugs on worker. Worker agrees to testing as a condition of employment. Testing done at employers expense and not utilized as a pre-employment tool.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Disciplinary Process
3. Details of Material Term or Condition (up to 3,500 characters) * Disciplinary Process: Worker must work productively and consistent with Employer work rules and job instructions. Failure to follow rules and policies will result in worker discipline and may result in termination. Without limitation on at-will status, Employer generally uses 3-step disciplinary process: 1) written warning for first violation, 2) written warning for second violation and suspension without pay for up to one full day, 3) termination for third violation. Certain violations are so severe that they may result in termination without prior warning. Employer reserves right to determine appropriate discipline based on circumstances including the following lawful job-related reasons: a) violation of Employer work rules; (b) fail to follow directions, not work efficiently or refuse to perform directed work; c) abandon employment; d) falsify records; or e) fail or refuse to take drug test when requested. Work Rule Violations: Worker may be disciplined and/or terminated for cause for violating work rules provided at orientation.			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - No Complete, No Re-Hire Policy
3. Details of Material Term or Condition (up to 3,500 characters) * No Complete, No Re-Hire Policy: Voluntary termination, abandonment or termination for lawful job-related reasons before specified end date will disqualify worker from future employment opportunities with Employer. For worker who resigns employment voluntarily, Employer will consider and evaluate special circumstances and hardship on case-by-case basis. Worker is required to notify Employer prior to voluntarily terminating employment to be considered and eligible for exemption to no complete, no rehire policy. If no notice provided, Employer sends wages due to worker's last known address. Worker must provide complete accurate address no later than first day of employment.			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Hours Offered
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Hours Offered: Work hours represent anticipated work schedule and are influenced by factors such as weather, harvest and market conditions, customer expectations and other business reasons. When hours per day exceed job order hours, Employer offers but not requires, worker to work additional hours.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Additional Info
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer retains possession and control of housing and will conduct weekly inspections for compliance with housing rules. Worker and housing occupants must vacate housing within 48 hours after employment terminated. No person not authorized by Employer may occupy housing.			

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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 - Workforce Arrival Schedule
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>A total of 55 workers are requested according to the schedule outlined: 05/20/2026 – 36 WORKERS NEEDED 06/25/2026 – 19 WORKERS NEEDED These varied start dates are necessary to ensure adequate labor coverage throughout the season as work volumes increase. All employees will perform the same duties specified in the job order and their arrival date will not alter the material terms or conditions of their employment. Employer will adhere to all required H-2A program assurances.</p>			

j. Job Offer Information 10

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

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