



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

A. Job Offer Information

1. Job Title * Agricultural Equipment Operators								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 5/16/2026				4. Last Date * 10/31/2026
		1	1					
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 *	
40	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday	a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday	b. <u>3</u> : <u>00</u> <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.) See Addendum C								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ <u>18</u> . <u>15</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____				
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<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.) See Addendum C								

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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. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input checked="" type="checkbox"/> a. Certification/license requirements <input checked="" 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>50</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 *				
69331 Klinger Lake Rd				
2. City *	3. State *	4. Postal Code *	5. County *	
Sturgis	Michigan	49091	St. Joseph 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *				
25039 West US 12 Unit 211				
2. City *	3. State *	4. Postal Code *	5. County *	
Sturgis	Michigan	49091	St. Joseph County	
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public			1	4
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> *				
See Addendum C				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input type="checkbox"/> Yes <input checked="" 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.)
 The employer will furnish free and convenient cooking and kitchen facilities as a part of their housing unit so that workers may prepare their own meals. Cooking and eating utensils and food containers will be provided. The employer will also provide, on a weekly basis, access to free transportation to assure workers have access to stores to purchase groceries and personal necessities. Employees are required to comply with all housing rules. Meal deductions will only be made if kitchen facilities become unavailable due to unforeseen circumstances (SWA will be notified).

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.)
 See Addendum C

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.)
 See Addendum C

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



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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.)

Potential US workers may apply with the State Workforce Agency, through word-of-mouth, and other sources. All applicants should be thoroughly familiarized with the job specifications and terms and conditions of employment on the job order. Candidates must be able to physically perform all duties of the job. Candidates must fully complete a job application to be considered an applicant for the position. Workers meeting qualifications on the job order can be sent to seasonaljobs@blackgoldfarms.com. Prior to referral, each worker should either read or have read to them a copy of the Job Order and ensure they understand all the terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Order and should be available to work in any one of the listed activities at the discretion of the employer. Former employees who have worked with the company within the last 2 years do not need to complete an application. Applications will be available at the Michigan Works! Job Center, 16587 Enterprise Drive, Three Rivers, MI 49093 from 8am-5pm, Monday through Friday (269-273-2717). The Michigan Works! office should refer workers meeting qualifications on the job order to seasonaljobs@blackgoldfarms.com. Applications will be available at the Black Gold Farms worksite at 69331 Klinger Lake Rd, Sturgis, MI 49091 from 8:30am-3:30pm, Monday through Friday (701-402-2878). Applicants can ask for the office administrator. The applicants will be interviewed at the worksite location by the manager, human resources, and/or a site supervisor. In the event the employer receives phone calls or walk-up workers interested in the job offer, the employer must inform the worker of the job requirements and duties, must consider the worker for the job based on the worker's qualification, and must report the results in the final recruitment report submitted to the US Department of Labor.

2. Telephone Number to Apply * +1 (701) 402-2878	3. Extension § N/A	4. Email Address to Apply * seasonaljobs@blackgoldfarms.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
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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 * Martin	2. First (given) name * Tami	3. Middle initial § J
4. Title * Director of Human Resources		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/21/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Earned Sick Time	\$ 00 . 00	Hour	In accordance with applicable Michigan state law, Earned Sick Time Act 338, employers are required to provide earned sick time to their employees. The amount of paid sick leave provided may vary depending on the size of the business.
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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The job specifications involve agricultural equipment operation and general farm labor. This is a temporary need for during the planting, growing, and harvest season of the potato crop. Job duties include: The potato seed needs to be unloaded, graded, sized, cut, treated, and suberized prior to planting. This process involves operating conveyers, unloaders, bobcats, forklifts, seed treatment machines and seed cutting machines. Other responsibilities include sorting, sizing and grading potatoes by hand, including sorting out green, rotten or other low quality potatoes as they pass on a conveyor. Cleaning potato storage bins. Applying seed treatment to the potato seed. Notify supervisor of any potato quality issues. Use bobcat to unload seed potatoes or to move them around the farm. Find proper location for potatoes and use bobcat to move potatoes to its designated areas. Ensure that all potatoes are placed in the right place and do not mix with one another. Load potato seed into transport equipment. Monitor seed while it is waiting to be planted. Safely and correctly drive trucks to haul crops, supplies, tools. Perform duties in accordance with established safety standards and proper vehicle operation techniques. Attach trailers. Safely and correctly loading/unloading of hoppers, containers, trailers with potatoes. Weigh crop-filled containers at the farm location, record weights and other identifying information as required. Conduct repairs to seed preparation equipment. Operating potato agriculture equipment to prep the land for planting, including disks and chisel plows, hooking up tractor implements, troubleshooting equipment. Operate potato planter. Operating technology on the equipment, including GPS guidance systems / autosteer, planter monitors, harvest monitors. Bringing fertilizer tanks to the field by driving a pickup. Mix and measure crop input chemicals for application. Setting up and operating irrigation pumps and running irrigation. During growing season, duties include monitoring the growth of the crop and any issues that may occur, conducting petiole and crop sampling, working on tillage equipment, including disks, chisel plows and tractors. Hooking up implements to the tractors. Set up, maintain, repair and operate harvest equipment, including washlines, conveyers, tractors, bobcats, windrowers, and harvesters. Other general agriculture duties include monitoring fields for weeds, diseases and insects. Digging potatoes by hand for sampling and sizing. Taking leaf and dirt samples. Preparing farm site so the area is ready for harvest time operations. This includes installing washline and other potato handling equipment and conducting maintenance. Responsibilities also include preparing potato handling equipment and harvesters. During harvest, responsibilities include operating the potato piler, bobcat, potato harvester, wind rower and tractors. Other duties include performing general basic maintenance and welding as needed on potato equipment. Report any equipment repair needs to the supervisor. Report any issues to supervisor. General site cleanup and general farm work is included as part of the position. All tools will be provided at no cost.</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 (up to 3,500 characters) * Employer will make the following deductions from workers wages: FICA, Medicare and income taxes as required by law; deductions for court ordered child support, health insurance should they choose to enroll, garnishments & liens according to individual circumstances, all as required by law; cash advances on future pay earnings; replacement or repair costs if a worker found to have been responsible for damage to housing or furnishing other than caused by normal wear and tear; loss of equipment; & any other deductions authorized in writing in advance by the employee. Meal deductions may be made if provided kitchen facilities become unavailable due to unforeseen circumstances. Meal deductions will not exceed the minimum published DSR rate. No deductions, not required by law, will be made that brings the worker's hourly earnings below the higher of the federal minimum wage or state minimum wage. A higher hourly wage may be offered for candidates exceeding qualifications or based on merit.</p>			

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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
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>3 months experience performing maintenance on agriculture equipment & operating equipment within the past 2 years. 3 months experience working with potatoes required. A standard operators drivers license, or ability to obtain one upon hire is preferred. 3 months experience operating a bobcat, forklift, tractors, tillage, irrigation, washline equipment, and other general agriculture equipment. Repetitive movements, extensive pushing and pulling, extensive walking, standing, bending and stooping will be required. Work required outdoors, temperatures can vary from very hot to very cold, windy, dusty, wet conditions. Due to the complexity of the weather & harvesting conditions, workers may be requested to work long days, as well as Saturdays, Sundays, or Federal Holidays, depending on the field conditions, potato yields, customer demands, and weather conditions. Hours above 40 hours per week may be offered, are voluntary, but are not guaranteed. MVR & drug screen paid for by employer.</p>			

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Unit #211: 2 bedrooms (2 rooms with 2 beds), 1 bathroom Kitchen/dining area, living room, laundry in each trailer. They are furnished with utilities paid for. Cooking, eating utensils and food containers will be provided. Should a female be hired, a separate bedroom & bathroom will be provided. Family housing is not available. All housing rules must be followed.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Inbound: Employer will provide and pay for charter bus services to workers from place of recruitment to place of housing. Transportation will be at no cost to the employee. Employer will reimburse no less than the current daily subsistence rate (DSR) per day for travel reimbursement for meals and subsistence, and no more than published maximum DSR per day with receipts, at or prior to the 50% contract period.</p> <p>Outbound: Upon job completion, the employer will provide charter bus services from the place of housing back to the place of recruitment. Employer makes no charge to workers for transportation costs. Employer will advance pay the minimum DSR per day of travel for meals and subsistence. Additional expenses beyond the minimum DSR per day will be reimbursed if the employee provides receipts, up to the maximum rate per day.</p> <p>If a worker should choose a differing mode of transportation for inbound or outbound transportation, the employer will reimburse the worker at no less than the cost of the most economical and reasonable common carrier transportation charges for the distances involved.</p> <p>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. The employer will follow the notification requirements in 20 CFR 655.122(n).</p> <p>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 worksite to such subsequent employer's worksite, the employer will provide for such expenses.</p>			

f. Job Offer Information 6

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>Employer will provide transportation at no cost to the worker for those workers living in housing provided by the employer and for commuting workers who report to a designated daily job reporting site, which is the location of the employer provided housing. Such transportation will comply with all applicable federal, State and local laws and regulations, and will meet the same transportation and safety standards, driver licensure, an vehicle insurance in accordance with 20 CFR 655.122(h)(4). The vehicle being used to transport employees will be an employer owned pickup (Ford F-150 extended cab pickup, seating 5 people). Transportation pickup will start around 7:00am and return around 3:00pm daily, depending on production needs. Two trips from the pickup point to the work site will be made, or more as deemed necessary.</p> <p>Employees are not required to use employer provided transportation to work.</p> <p>Employees can voluntarily choose to drive their own vehicles to the work place. This is not a requirement.</p> <p>The employer is a fixed-site grower.</p> <p>This same vehicle will be used to provide transportation on at least a weekly basis for access to grocery stores, laundry, and other personal needs.</p>			

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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 - Innovative Partnership
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Black Gold Farms follows the Ethical Charter on Responsible Labor Practices recognized by the International Fresh Produce Association (IFPA, formerly United Fresh Produce Association). The Ethical Charter on Responsible Labor Practices is an innovative partnership. Black Gold Farms is certified through GlobalGAP. All Black Gold Farms' locations are GlobalGAP certified. There are 11 principles that the business follows as outlined in the Charter: legal compliance, occupational health and safety, wages and benefits, working hours, communication and worker protections, ethical recruitment, employment freely chosen, freedom of association, humane treatment and nonharassment, non-discrimination, and protection of children and young workers. Black Gold Farms will follow both of the employment best practices recommended by these innovative external partnerships.</p> <p>Employees must comply with standards set forth through the Global Good Agriculture Practices (GlobalGAP) & Fair Food Program. Workers will be trained on this program. Employees will be required to use an electronic time keeping system. Employees will be provided training and access to this system. Workers will be required and paid for attending safety related trainings and meeting. The employer will follow, and employees will be subject to, a progressive disciplinary process.</p>			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Know Your Rights and Resources Access and Training
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Black Gold Farms agrees to participation in the Know Your Rights and Resources (KYRR) component of the FLSP program. The employer will contact the designated USDA partner to schedule a KYRR training session no later than two weeks from workers' start date. The employer agrees to allow access to all hired workers, without accompaniment of supervisors or management staff, for a minimum of 2 hour in-person training session, on-site in a conducive training environment, and pay workers for training time.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Participation in FLSP Research & Reporting
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Black Gold Farms commits to participation in FLSP research throughout the grant performance period, as requested by USDA or its cooperative research partner. Employer research participation may involve survey or interview on their premises. The employer commits to granting access to supervisory or field management staff/contractors for research by USDA's cooperative partner, and access to any or all farmworkers (without management presence) for research purposes, as well as a reasonable period of on-site observation.</p>			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Universal Protections and Benefits
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Black Gold Farms attests that all commitments as applicable will be applied universally to all agricultural employees, H-2A or otherwise, whether hired directly, jointly, or via a contractor, and at each and every work site within their operation throughout the entirety of the grant performance period.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Responsible Recruitment
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Black Gold Farms attests to utilizing responsible recruitment methods, including: first recruitment of U.S.-based workers; responsible foreign recruitment either via government Ministries OR via private recruiters that are registered in the country where they operate (where required) and attest to responsible recruitment practices.</p>			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Weekly Housing Maintenance & Inspection
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Black Gold Farms conducts pre-occupancy inspections of the housing. The business conducts weekly housing walk through checks for concerns that will be documented. Black Gold Farms will provide training to the employees conducting the housing inspections. Employees will be encouraged to submit feedback and concerns to the employer concerning the housing. The employer will provide a mechanism for submitting concerns about housing to the employer to be remedied. Housing issues will be documented. Employees will not be retaliated against for raising housing concerns.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Collaborative Working Group
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will host Collaborative Working Groups for employees to participate in. Domestic and H-2A employees will be invited to attend. Employees attending the meetings will be paid for their time. The meetings will recur on at least a monthly basis, lasting around a half hour. Meeting minutes will be taken and shared with other employees. Participants in the Collaborative Working Group will determine agenda items for the meetings. Employees will not be retaliated against for voicing opinions or for participating in the meetings. Meetings will be in in the native language of participants or a translator will be on hand. The Working Group(s) will create a formal forum to constructively discuss employee concerns such as workplace safety and health (including heat stress, pesticides, equipment, etc.), housing, food access, or any and all concerns related to employee well-being, as well as employer matters related to the success of the operation. The committee must be representative of multiple crews and/or worksites.</p>			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Worker Social Responsibility Program
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Black Gold Farms will participate in the Fair Food Program and will commit to implementing the Fair Food Code of Conduct. The Fair Food Program requires growers to facilitate worker-to-worker education on their rights for all workers, on company property, on the clock, and to cooperate with auditing by the Fair Food Standards Council at least once a season, in which a minimum of 50 percent of workers are interviewed in the field and at company housing, outside the presence of supervisors.</p> <p>Participating Growers must also cooperate with the Fair Food Standards Council's 24/7 worker complaint resolution mechanism, including facilitating complaint investigations. Fair Food Program monitoring must take place free of coaching, intimidation, and retaliation. The Fair Food Program Code of Conduct requires growers to abide by its health and safety requirements, including the formation of a worker health and safety committees where hired farmworkers comprise 100 percent of the committee that meets monthly with farm management, prevention of dangerous conditions including exposure to lightning and pesticides, as well as heat stress prevention and response protocols. The Coalition of Immokalee Workers education team will provide materials to be used at the time of hire, including booklets and videos, as well as carry out interactive sessions with all workers to inform them of their rights and responsibilities under the Fair Food Program. The Fair Food Standards Council will carry out audits at least once annually, provide Participating Growers with detailed findings and a corrective action plan to address any non compliances and potential risks found during the audit. In the event of serious and urgent non compliances, the company can be placed on probation and auditors will return as often as needed to confirm compliance or to make findings requiring suspension from the program. The Fair Food Standards Council will also be responsible for the program's 24/7 complaint mechanism, including intake, and collaborative investigation and resolution of worker complaints under the Code of Conduct.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Drug Screen
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>The employer will cover the expense of the drug test. The drug test will be conducted pre-hire. The drug test is being conducted as this individual will be operating agricultural machinery which can pose a danger to the employee and co-workers if they are under the influence of illegal substances.</p>			

p. Job Offer Information 16

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

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