



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

**A. Job Offer Information**

1. Job Title * <b>Farm Labor/Worker</b>							
2. Workers Needed *		a. Total	b. H-2A Workers	<b>Period of Intended Employment</b>			
		20	16	3. First Date * <b>6/23/2026</b>		4. Last Date * <b>11/1/2026</b>	
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
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>7</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>							
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.)  <b>See Addendum C</b>							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ <u>16</u> . <u>64</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____		The wage offer, Sill Level 2 for H-2A workers only is guaranteed \$15.04 per hour.	
9. Is a completed <b>Addendum A</b> 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.)  <b>See Addendum C</b>							

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



**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	<b>3</b>	3. Training: number of <u>months</u> required. *	<b>0</b>
4. Basic Job Requirements (check all that apply) §			
<input checked="" type="checkbox"/> a. Certification/license requirements <input checked="" type="checkbox"/> b. Driver requirements <input checked="" type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>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? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Additional Information Regarding Job Qualifications/Requirements. *			
<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> <b>CDL with Passenger Endorsement Required.</b> <b>See Addendum C</b>			

**C. Place of Employment Information**

1. Place of Employment Address/Location *				
1321 Hwy 73				
2. City *	3. State *	4. Postal Code *	5. County *	
Newport	Tennessee	37821	Cocke County	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Smoky Mountain Family Farms is a fixed-site employer.				
7. Is a completed <b>Addendum B</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 *				
1312 Pleasant Grove Rd				
2. City *	3. State *	4. Postal Code *	5. County *	
Newport	Tennessee	37821	Cocke 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	44
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> *				
NONE				
11. Is a completed <b>Addendum B</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



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

**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. \*  
 (Please begin response on this form and use Addendum C if additional space is needed.)  
**Meal Provision** —The employer will provide free and convenient kitchen facilities (including stoves, refrigerators, cookware, and related appliances) at employer-provided housing to enable workers to prepare their own meals at no cost. Under normal operating conditions, the employer does NOT provide meals and workers are NOT charged for meals. The meal-charge rate of \$16.78 per day applies only as a contingency as described below. **Emergency Contingency Only:** If kitchen facilities are temporarily unavailable due to fire, natural disaster, or other emergency beyond the employer's control, the employer will arrange for meals to be provided to affected workers and may charge no more than the current regulatory maximum of \$16.78 per day for such emergency meal provision. This charge will only apply for the duration of the period during which kitchen facilities are unavailable. The employer will provide weekly voluntary transportation to allow workers to access food stores.

2. The employer: *	<input type="checkbox"/> <b>WILL NOT</b> charge workers for meals.
	<input checked="" type="checkbox"/> <b>WILL</b> charge each worker for meals at <span style="border: 1px solid black; padding: 2px;">\$ 16 . 78</span> 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.)  
 The employer will provide free transportation between the employer's housing and the work site to workers ; weekly transportation to assure workers access to stores where they can purchase groceries. The use of transportation is voluntary and will not constitute a condition of employment.  
  
 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	<span style="border: 1px solid black; padding: 2px;">\$ 16 . 78</span>	per day *
	b. no more than	<span style="border: 1px solid black; padding: 2px;">\$ 68 . 00</span>	per day with receipts

**G. Referral and Hiring Instructions**



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

1. Explain <u>how</u> prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> Interested candidates are to contact their local CareerSource (SWA). Candidates should be fully apprised by the local CareerSource office of the terms, conditions and nature of employment prior to referral and may be given a copy of the ETA Form 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability, legality to work in the US, and who are willing, able and qualified to perform the job duties may fax referrals to 941-761-6608 or mail them to 503 10th Street W Palmetto, FL 34221. The office holder is the Tennessee American Job Center located at 1216 Graduate Drive, Sevierville TN 37862, Ph# 865-286-6384. Walk-in applicants may apply in person at 1321 Highway 73, Newport TN 37821 (Monday Thursday, 9:00am 4:00pm) or call 423-625-1220 to interview by telephone. Applicants referred on this job order should be advised that they must possess legal, suitable documents to complete Form I-9 as required by USCIS and the Department of Homeland Security. Person seeking employment as a farm laborer must be available for the entire period requested by the employer, possess 3 months experience in production of fruits and vegetables with verifiable sources, may be subject to a post hire background check at no expense of their own and pass a post-hire free of charge drug test. These steps are intended to ensure that the safety of the work environment and end consumer is not compromised as mandated by the Global G.A.P Audit, the FDA Food Safety Modernization Act (FSMA) and the USDA Good Agricultural Practices & Good Handling Practices Audit. Convictions of criminal conduct that present a potential compromise of food security in accordance with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 will be cause for discharge. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.		
2. Telephone Number to Apply * <b>+1 (423) 625-1220</b>	3. Extension § <b>N/A</b>	4. Email Address to Apply * <b>ptgh2a@sunripecertified.com</b>
5. Website Address (URL) to Apply * <b>N/A</b>		

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed <b>Addendum C</b> 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:

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



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

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

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

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

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

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

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

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

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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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



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

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

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

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

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

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

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

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

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



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

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

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

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
  - A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).  
  
If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
  - B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
  - C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
  - D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
  - E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
  - F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

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

1. Last (family) name * Russell	2. First (given) name * Lisa	3. Middle initial §
4. Title * VP of HR		

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



5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 4/20/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
TH14	Agricultural Equipment Operator	\$ 16 . 64	Hour	Wage offer for H-2A only is \$15.04.
	Bus Driver Duties (Less Than 10%) a day	\$ 16 . 64	Hour	Wage offer for H-2A only is \$15.04.
TH11	Tomato Dumper	\$ 16 . 64	Hour	Wage offer for H-2A only is \$15.04.
TH13	Field Walker	\$ 16 . 64	Hour	Wage offer for H-2A only is \$15.04.
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

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

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



**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Smoky Mountain Family Farms, LLC	13225 Warrensburg Road Midway, Tennessee 37809 GREENE COUNTY		6/23/2026	11/1/2026	16

**D. Additional Housing Information**



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

**H. Additional Material Terms and Conditions of the Job Offer**

*a. Job Offer Information 1*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                      Work Rules:                      The following rules are intended to provide standards of conduct that are expected of workers employed under this contract. Violations of these rules or other work-related legal requirements of the employer will be subject to the company's Progressive Discipline Policy, which may include termination. Workers are expected to comply with ALL rules related to discipline, attendance, quality or quantity of work, and care or maintenance of the entire property. Workers are expected to perform assigned tasks as per company standards. Employees who fail to do so will be subject to the company's disciplinary process. The use or possession of alcohol or illegal drugs is not permitted during work hours or during any workday or before completing that day's work (such as during meal or rest periods). Workers may not report to work under the influence of alcohol or illegal drugs. No alcohol/illegal drugs may be used or stored on the employer's premises. The employer may conduct random drug testing; Employees must be willing to submit to a random drug test(s). Absences or excessive tardiness will not be allowed. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period without the employer's consent. Workers living in employer-provided housing may not cook in dormitories or in any other area other than the kitchen.</p> <p>Workers may not repeatedly drop paper, cans, bottles, or other trash into fields, packing houses, or living areas. Containers for garbage and waste must be used.</p> <p>With the exception of the dwelling and/or work area/field assigned to the worker, workers may not enter the employer's facilities without authorization from the person in charge. With the exception of the worker's assigned housing, workers may not enter the employer's premises at times other than the hours the employee is scheduled to work. Workers may not begin work before the scheduled start time or continue to work after the end time unless authorized by the employer. Workers may not abuse or extend rest periods that may be provided or take unauthorized breaks from work, except for reasonable breaks as necessary, or cases where workers feel their health or safety is in danger. Workers may not deliberately restrict production. The company has a zero tolerance for violence in the workplace. A worker who violates this Work Rule may be terminated at any time and will not be subject to the company's Progressive Discipline Policy. No wasting time, or loitering during work hours. Workers may not post or remove notices, signs, or other instructions on employer property. The worker may be terminated if he steals from his co-workers or the employer. Workers may not falsify personal, medical, production, or other work-related records. Workers may not intentionally abuse or destroy any machinery, equipment, tools, or other property belonging to the employer or other employees. After the probationary period, workers should keep up with their co-workers in their job tasks and not negatively affect the productivity of other workers.</p>			

*b. Job Offer Information 2*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                      Workers may not commit acts of insubordination.                      Workers may not interrupt the rest/sleep periods of other workers by excessive or unnecessary noise or commotion.                      Workers and/or their guests may not engage in illegal conduct at any time on the employer's premises.                      Workers must report to management immediately any suspicious activity or people entering and exiting the homestead.                      Repeated failure to comply with instructions, obedience to safety requirements, equipment and vehicle operating instructions will result in progressive disciplinary warnings up to and including termination.                      Any worker who repeatedly impedes the progress of the group through tardiness, early departures, negligent compliance with production, harvesting or packaging regulations, or rough handling of the product, may be dismissed.                      Firearms or other weapons may not be brought into the employer's premises AT ANY TIME.                      Workers may not use headphones, access the Internet, or engage in telephone conversations while performing production or harvesting work, with the exception of circumstances in which a worker attempts to report illegal or dangerous working conditions to the company's human resources department or to a confidential toll-free complaint hotline.                      Failure to comply with the above Work Rules may result in discipline or involuntary dismissal, in accordance with the company's Progressive Disciplinary Policy (if applicable).                      Note: If you do not understand any of the above rules, ask your supervisor or Human Resources for an explanation.</p>			

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



**H. Additional Material Terms and Conditions of the Job Offer**

*c. Job Offer Information 3*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                      Farming, Harvesting, and Packing House Rules:                      Report to work on time.                      Obey all signs posted throughout the property.                      No workers under 18 years of age.                      All employees must remain on the premises during production unless otherwise instructed by their supervisor.                      Vehicles are not allowed on the farm without the permission of management.                      No visitors allowed on the farm or in packing houses without permission.                      Drugs (controlled substances), alcohol, firearms, weapons, theft, sexual harassment, assault or abusive behavior are not permitted on premises.                      No "horseplay" or "fighting" allowed on farms or in packing houses.                      No "open-toe" shoes, sandals, or bare feet are permitted on the farms or in packing houses. Proper clothing, such as work pants and a shirt, must be worn.                      Packing House: Maintain short, clean, polish-free fingernails. Nails shall be free of any nail polish/dirt. No acrylic/gel nails are permitted. False eye lashes, eyelash extensions are NOT PERMITTED.                      Packing House: Proper attire is required. No loose-fitting clothing or shirts without sleeves are not permitted. Pants with holes or frays are not permitted. No clothing with objects that could be released is allowed (no sparkle, no gemstone). No sagging pants. Employees with upper shirt pockets should keep the pockets empty. Watches, earrings, rings, necklaces, bracelets, or jewelry of any kind are not permitted. The only exception is a plain wedding band.                      All employees must follow proper handwashing and hand-sanitation procedures. Employees must wash and sanitize their hands after breaks, after using the toilet, after touching their body, materials or tools and before returning to work.                      Must wear a hairnets, gloves and aprons on the production floor in Packing Houses.                      Absolutely NO eating, drinking, gum-chewing, eating candy in the production (Farms and Packing Houses) area. Spitting is prohibited in all areas.                      No riders other than assigned drivers are allowed on tractors, wagon or any other farm equipment.                      When operating a particular piece of equipment, employee must abide by their supervisor's and the equipment manager's instructions.                      It is an employee's responsibility to report any and all unsafe practices or faulty machinery to his/her supervisor.                      Do not attempt to repair machinery or equipment unless specifically instructed to do so by your supervisor and ensure that the equipment has been shut off.                      All guards and manufacturer provided safety features must be in place at all times while equipment is operational.                      Equipment and property is to be treated and handled with care. If neglect or abuse is discovered, the employee will have to pay for repairs.</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 - Job Qualifications/Requirements
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                      Only assigned employees are allowed in chemical storage areas.                      Employees are to eat lunch in designated areas. Eating in growing or storage areas is prohibited. Wash hands thoroughly before eating.                      Employees should stay away from spray machine fill up areas unless they have been assigned to spray machine fill duty by their supervisor.                      Only use chemical containers when instructed to do so by your supervisor.                      Injuries must be reported to your supervisor immediately.                      Do not attempt to load produce onto any moving truck.                      Failure to comply with the above Farm, Harvesting, and Packing House Rules may result in discipline or involuntary dismissal, in accordance with the company's Progressive Disciplinary Policy (if applicable).                      Note: If you do not understand any of the above rules, ask your supervisor or Human Resources for an explanation.</p>			

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

*e. Job Offer Information 5*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Job Qualifications/Requirements</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><b>Acclimatization:</b>                  The acclimatization period for all cultivation activities is 2 weeks beginning with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with the specifications of the job and demonstrate proper methods of harvesting and other crops. specific problems. After the acclimatization period is over, workers should keep up with their coworkers and not negatively affect the productivity of other workers.</p> <p><b>Terms &amp; Conditions:</b>                  Tools and Equipment Provided by the Employer: The employer will provide, at no cost, all tools, supplies, or equipment necessary for the performance of the job. The employer will charge the worker a reasonable cost related to the worker's refusal or negligence to return any property provided by the employer or due to the worker's intentional damage or destruction of such property.</p> <p><b>Injuries:</b>                  The employer will provide Workers' Compensation Insurance at no cost to the worker, which covers injuries and illnesses arising out of, and during, the worker's employment. The employer guarantees that the workers' compensation will be in force and valid for the duration of the contract.</p> <p><b>Employer's Obligation if Employment Is Extended:</b>                  No extension of employment beyond the period of employment specified in the work order shall exempt the employer from paying wages already earned, or if specified in the work order as a term of employment, providing return transportation or paying to return outbound transportation expenses to the worker.</p> <p><b>Changes to Terms and Conditions:</b>                  The employer will promptly notify the ordering office or state agency by phone, email, or written correspondence 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.</p> <p><b>Outreach workers:</b>                  Outreach workers shall have reasonable access to the workers in the performance of extension activities in accordance with 20 CFR 653.107 and 20 CFR 653.501.</p>			

*f. Job Offer Information 6*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Job Qualifications/Requirements</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><b>Production Standards (Packing):</b></p> <p>Graders must be able to determine colors and grades based on USDA standards. They need to be able to correctly make these decisions and move at a minimum rate of 75 pieces of fruit per minute. This is a standing position.</p> <p>Stackers must be able to stack a box every 7 seconds or a pallet in 9 minutes 30 seconds. This is a standing position with twisting, bending and reaching the entire shift.</p> <p>Forklift drivers- Forklift drivers must be able to load and unload a truck in 40 minutes. If loading the line, the conveyer must be full. When pulling the line, pallets must be removed from stacking area within 5 seconds of being completed. Must be able to stack boxes at a rate of 6 seconds a box for building up pallets, restacking damaged pallets, repacking and changing lids. All safety procedures must be followed at all times.</p> <p>Box pushers- Must be able to keep the empty box shoots filled at a rate of 30 boxes per minute. The box shoots assigned to each pusher must remain full during production. This is a standing position with twisting, bending and reaching the entire shift.</p> <p>Box fillers- Box fillers must keep the fillers and conveyers moving in their assigned area. Clearing tomato backups, clearing empty or full box jam ups, along with picking up tomatoes on the ground. To avoid machine downtime, these jam ups must be cleared in 3 seconds or less. This is a standing position with twisting, bending and reaching the entire shift.</p> <p>Box makers- The box machines need to average 25 boxes produced/ minute. This requires loading the machine, clearing jams and making necessary repairs at a fast pace to ensure this target. This is a standing position with twisting, bending and reaching the entire shift.</p>			

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

**H. Additional Material Terms and Conditions of the Job Offer**

*g. Job Offer Information 7*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Job Qualifications/Requirements</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>          This job requires adherence to important quality and food safety standard operating procedures and the ability to work quickly and consistently alongside co-workers with a positive, professional, team attitude and consideration for the safety and health of co-workers and consumers who will purchase and consume the fresh produce.</p> <p>Workers may operate agricultural vehicles, equipment such as trucks, tractors, sprinklers, water tankers, and dump/haul trucks. Workers will be instructed on the safety and operation of vehicles/equipment before operating them. All vehicles must be driven in a manner that protects workers, harvested produce, crops in the field, and equipment. Operators must ensure that all equipment is working properly before operating and complete the company's driving certification process. The use of all necessary PPE and safety equipment, including the use of seat belts, is mandatory at all times when operating agricultural equipment. Workers can assist with the repair, service, and maintenance of agricultural equipment, including preparation, cleaning, lubrication, assembly, inspection of equipment parts. Additional responsibilities of workers will be the tasks listed below:</p> <ol style="list-style-type: none"> <li>1. Write down and report maintenance repairs to the housing supervisor</li> <li>2. Report problems to the housing supervisor/administration</li> </ol> <p>Employee badge: At the beginning of the employment period, each worker will be assigned an employee badge for identification and payroll purposes. The worker will be required to retain the credential during their period of employment and must have it in his possession at all times while working. The worker will present his badge to the Supervisor at the beginning and end of each working day, and periodically during the working day, for payroll purposes. The employer will provide the worker with the initial credential free of charge.</p> <p>Workers will perform assigned tasks as instructed by their Supervisor. Duties may vary from time to time and may include all of the following job specifications:</p> <p>Tomatoes: Tasks will include agricultural labor tasks for the production of tomato crops. Such farm work tasks include laying plastic, marking paths, planting, weeding, shoveling, installing irrigation, staking, and hammering. Workers must comply with all safety rules as instructed by their supervisors and all farm work operations must comply with the standards and specifications given by the employer.</p> <p>Workers should be able to work standing in inclined positions for long periods of time. Workers are exposed to conditions due to weather-related events. Allergies to ragweed, goldenrod, insect repellents, related chemicals, etc., can affect workers' ability to perform the job. Workers must be physically capable of performing the required work with or without reasonable accommodations. Workers are exposed to humid weather early in the morning and heat throughout the day while working in the field. Temperatures can range from 10 to 110 F. Workers are exposed to humid weather conditions. Workers may be required to work during occasional rains that are not heavy enough to halt field operations.</p>			

*h. Job Offer Information 8*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Job Qualifications/Requirements</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>          Workers will report to work at the designated time and place as directed by the Supervisor each day. The standard work is 6 hours a day. During peak periods of seasonal crop demand, employees may be offered, but not required, to work up to 12 hours or more per day and/or on Sundays or federal holidays, depending on field conditions, weather, orders, and crop maturity. Employees can volunteer to work additional hours when work becomes available. Workers should expect occasional periods of little or no work due to weather, harvesting, or other conditions beyond the employer's control. These periods can occur at any time during the season.</p> <p>All operating specifications may change during the season due to crop or market conditions.</p> <p>A farm manager, supervisor, or designated employee will provide general instructions and supervision. The Supervisor will perform daily individual work assignments, equipment or crew assignments and determine the location of the work as dictated by the needs of the operation.</p> <p>The person seeking employment, as an agricultural worker, must be available for the entire period of need requested by the employer and possess 1 month of experience in fruit and vegetable production.</p> <p>All domestic and/or nonresident seasonal workers employed under this work order who completed the previous agricultural season may receive compensation in excess of the stated hourly wage. The decision to pay above the prevailing established hourly rate will be made by the employer, in its sole discretion, and will be based on factors including the recipient's performance and seniority. The employer reserves the right to terminate an obviously unskilled, fake, or recalcitrant worker who is physically capable but does not demonstrate a willingness to perform the work necessary for the employer to grow a premium product. All terms and conditions of the work order shall apply equally to all workers, domestic and foreign, employed under this work order.</p>			

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

**H. Additional Material Terms and Conditions of the Job Offer**

*i. Job Offer Information 9*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Terminations:                  The employer may dismiss the worker by notification to the Department of Labor and USCIS if the worker: (a) refuses without just cause to perform the work for which he or she was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or acclimation period, to achieve production standards where production standards are applicable. The employer may discipline the worker, including suspending him or her to leave the field prior to the end of a workday for a period determined by the company, unpaid suspension from employment, or termination of employment.</p> <p>Workers will be fired or disciplined for repeatedly failing to follow labor rules (see attachment). The process for terminating a worker will follow the company's Progressive Discipline Policy, which is designed to provide a structured corrective action process to improve performance and prevent the recurrence of undesirable employee behaviors. The Company's policy steps are verbal advice/warning, written warning, suspension and/or final warning, and termination. The Company reserves the right to combine or omit steps depending on the facts of each situation and the nature of the violation. Some of the factors that will be considered are whether the violation is repeated despite training, advice, or training, the employee's work history, and the impact that the behavior and performance issues have on the organization.</p> <p>The company will track workers' productivity on a daily basis throughout the H-2A contract. A worker who is unable to meet the production standards for outdoor tasks written in the H-2A contract after 2 weeks of acclimatization (per the company's Heat Stress Policy) will be notified as part of the progressive disciplinary system. Supervisors will train their employees on the productivity standards with the production data provided by the company. From time to time, the employer may identify workers who show the need for additional training. So the employer's supervisors can identify workers who may need more training and attention, workers may be required to wear a light weight safety vest in the field. These workers will be identified in the field by wearing a safety vest so that they can be given additional attention and training by the crew foreman. The amount of time the worker is required to wear the vest for identification will be at the discretion of the employer.</p> <p>Human Resources will be involved in the process and will facilitate all written notices to employees. The 2-week acclimation period is an OSHA recommended practice for worker safety and security. Workers are not expected to meet production standards for outdoor tasks when they are acclimatizing.</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 - Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer requires that after 2 weeks' acclimatization on the job, the worker's piece rate production earnings for the workweek must equal at least the minimum production standards as written in the piece rates and production standards, and in addition must consistently put forth a sustained bona fide work effort as provided in this job order. The employer may discipline the worker including requiring the worker to leave the field or other work for a period determined by the foreman, of unpaid rest time from employment, or termination of employment. Workers will be terminated or disciplined for failure to follow the requirements of this job order, Farm, Harvesting, Packing House rules, Work rules and/or Housing rules.</p> <p>Farm supervisors will track workers' productivity throughout the H-2A contract on a daily basis. A worker who is not able to meet the production standards established within the H-2A contract will be subject to progressive discipline. The farm supervisor will provide a verbal warning which will be issued on the first day a worker does not meet production standards. If the worker's performance does not improve to the standards set forth above within a week after the initial verbal warning, the worker will receive a written warning and be placed on probation.</p> <ul style="list-style-type: none"> <li>• If a worker's productivity falls below the minimum standard, the worker's productivity will be monitored on a daily basis using the data collection procedure described above. If a worker is not able to meet production standards for two (2) consecutive workdays, the worker will be issued a Final Written Warning.</li> <li>• If a worker receives a Final Written Warning, the worker's productivity will be measured for an additional three (3) consecutive workdays. If the worker is not able to meet the production standard set forth above within this final three (3) day probationary period, the worker will be terminated.</li> </ul>			

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

*k. Job Offer Information 11*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If a worker is terminated, the employee loses the right to housing and must vacate the housing within seven (7) days in accordance with the Company's Housing Occupancy Rules. As provided by U.S. Department of Labor regulations, the terminated worker will be responsible for all expenses returning to Mexico. Once the worker is terminated, U.S. Department of Homeland Security regulations require the worker to return to Mexico within thirty (30) days. The Company shall inform the U.S. Department of Labor of the worker's termination status within two (2) days of the date of termination. A worker who is involuntarily dismissed for cause is not eligible for rehire for a minimum period of one (1) year.</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 - Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p><b>Housing Rules:</b>              Housing is provided at no cost to eligible employees.              Only one person per bed is permitted.              The employee understands that upon termination of employment or layoff, the housing premises are to be vacated within 7 days, unless otherwise approved by management.              No one other than an employee is allowed to live in or on company property.              Alcohol is not permitted in Housing.              The employee understands and agrees not to use the premises for any unlawful purpose.              The company has a strict no drug policy. The use, possession, buying, or selling of illegal drugs will not be tolerated on or around the premises.              All abuse, violence, and harassment of any kind is prohibited.              All other forms of unlawful behavior are prohibited, including prostitution, theft, etc.              Employees shall respect the rights of all other employees residing at the housing.              Disturbances of any kind: yelling, shouting, loud music, or any disruptive behavior is not tolerated.              Employees shall respect other employees' personal property.              No overnight visitors are permitted.              Visitors are required to check in at the gate and exit at curfew. Employees who receive visitors will be responsible for their guests' behaviors and ensure that all visitors abide by the company rules &amp; regulations.              Unauthorized solicitors of any kind, by guests or employees, is prohibited.              Workers are expected to review and maintain the cleanliness and conditions of their assigned housing facilities. All maintenance problems and/or repairs must be reported immediately to the employer. Workers will cooperate with other workers assigned to the same dwelling to maintain the cleanliness of the kitchen, dining room, bathroom, and living areas.              Workers living in employer-provided housing that are assigned bunk beds may not separate or move bunk beds.              The employee is responsible to properly use and operate cooking equipment and appliances.              Employees are responsible to not obstruct entrances, hallways, corridors, exits, parking areas.</p>			

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

**H. Additional Material Terms and Conditions of the Job Offer**

*m. Job Offer Information 13*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
3.		Details of Material Term or Condition (up to 3,500 characters) *	<p>FFP and H2A Rights Handout</p> <p>Welcome to the Fair Food Program: You will be working for a company that participates in the Fair Food Program (FFP). The FFP was created by the Coalition of Immokalee Workers, a human rights organization of farmworkers. The FFP promotes farms where workers and growers benefit from a fair and dignified work environment. Your rights under the Fair Food Program will be monitored and enforced by the Fair Food Standards Council (FFSC). This is a short introduction to those rights. You will receive a more detailed training when you get to the farm.</p> <p>Complaints: On FFP farms, workers (that means you) are expected to help enforce your FFP rights. You can always make a complaint, without fear of retaliation, about problems that you or your co-workers experience. That means that supervisors cannot fire you or retaliate against you in any way because you make complaints to the company or the FFSC. Your complaints will be taken seriously by the people investigating them. And, if you want, your complaint will be kept confidential. You can make your complaints to the company, or you can call the FFSC's toll-free complaint line: 1-855-873-9494.</p> <p>Hours and Timekeeping: In the FFP, the farms have an accurate system for recording all of the hours that you work. You will control your time registration device - your ID badge or time card - during clock-in and clock-out. You should clock in as soon as you arrive at the company's property. You should make sure to clock out after all tasks are complete and before you leave the property. This is important because every worker must earn at least the legal minimum wage, even if you are being paid by the piece.</p> <p>Filling the Bucket: Workers in the FFP are required to fill their harvesting buckets with tomatoes only to the rim. You are not be required to put tomatoes above the rim but you also can't shake your bucket.</p> <p>Fair Food Program Bonus: Workers in the FFP receive a bonus in their regular paychecks. The bonus is paid for by certain companies that buy tomatoes from the farm. That bonus will change each week depending on how much your farm sells to those companies and how many buckets you pick, or how much other work you do under your contract.</p> <p>Health and Safety at Work: In the FFP, your workplace will be safe: The farm will allow workers to stop working without retaliation when they feel their health or safety is threatened or in danger. The farm will stop work when there is a threat to workers' health or safety, such as lightning, excessive heat, pesticides, or other dangers. The farm will provide shade at all times and locations that work being done. Protective equipment must be provided when necessary, and you must be trained on how to use the equipment correctly. The farm will provide you with access to medical care, and pay for that care if you get sick or injured on the job. The farm will give you a reasonable number of breaks during the day, including enough time for lunch.</p> <p>How You Will Be Treated at Work: You have the right to work without verbal abuse (for example, offensive language or consistent yelling), discrimination, or sexual harassment (for example, unwanted touching, vulgar language or jokes, stalking, demands for sexual activity, or promises of better treatment based on sexual favors. (continued in next section)</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 - Job Qualifications/Requirements
3.		Details of Material Term or Condition (up to 3,500 characters) *	<p>Forced labor, violence, weapons, or sexual assault are never allowed on a Fair Food Program farm.</p> <p>Returning to Work on Future H-2A Contracts        When you return to Mexico after your contract ends, you must go to your local SNE office to find out if you are eligible to return on a future contract. If you learn that you are not eligible to return to the same farm, you can appeal that decision by contacting the FFSC. SNE will give you a letter that explains how to do that. Even if you are not eligible to return to the same farm, you may be eligible to work on a new contract at another FFP farm.</p> <p>In addition to knowing your rights and responsibilities when working on a Fair Food Program farm, make sure you are familiar with the protections you have under the U.S. laws as an H-2A worker. Here are a few of the most important protections you have under the H-2A program:</p> <p>Recruitment Fees: All recruitment of workers from Mexico for the H-2A program on FFP farms must be done through SNE. No other person or agency may recruit workers. No one is permitted to charge you any fees. If anyone asks you to pay them or anyone else for helping you find work on a FFP farm, call FFSC to report this at our toll-free number: 1-855-873-9494.</p> <p>Reimbursement/Payment of Travel Expenses: You will have to pay for certain things when you travel from your hometown to the farm in the U.S. Keep receipts for whatever you pay for, including transportation, food, and lodging. You will receive payment from the farm for those expenses. Usually you will get this money in the first pay period you work, but always by the time you complete 50% of your contract. If you complete your contract, the company will also pay for you to return home, including reasonable costs for travel, food and lodging. REMEMBER TO GET AND KEEP YOUR RECEIPTS DURING YOUR TRIP.</p> <p>AEWR: PLEASE READ YOUR CONTRACT (ETA FORM 790) CAREFULLY        It should be written in your native language. If necessary, get someone to read it with you and explain anything you do not fully understand. This form will tell you how much you should be paid for every hour that you work. That is usually in paragraph 17 on page 4 of the form. How much you will be paid per hour is called AEWR. The AEWR depends on where you will be working in the U.S. The AEWR is your minimum wage for the contract. That means that even if your employer pays you a piece rate, meaning you are paid based on how much you are harvesting, for example, you must be paid at least the amount in paragraph 17 for every hour you have worked during the week. But, you can make more than the minimum hourly rate in paragraph 17 if you are a very fast worker. (continued in next section)</p>

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



**H. Additional Material Terms and Conditions of the Job Offer**

*o. Job Offer Information 15*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>3/4 Guarantee: Look carefully at paragraphs # 9 and # 11 on pg. 1 of your contract (the ETA Form 790). They will tell you the period of time you are being hired for, and the number of hours per week your employer expects you to work. Those hours are not guaranteed for each week, but the employer has agreed to pay you for at least 75% of the total hours shown in your contract even if you are not asked to work that amount. For example:</p> <p>Let's say your contract runs from 4/3/16 to 7/23/16 and the farm expects you to work 35 hours from Monday through Friday, and another 5 hours on Saturdays, for a total of 40 hours per week. The AEWWR you are promised is \$10.59 per hour. Under the 3/4 Guarantee, you are guaranteed to make at least \$5,083.20 for working in the U.S. under your H-2A contract. (In other words, \$10.59 per hr. x 40 hrs. per week x 16 weeks x 75%.)</p> <p>Housing and meals: The farm must provide you with housing that is safe at no cost to you. The farm must also provide free and convenient cooking facilities where you can prepare your own meals, or must provide you with three meals a day for which you can be charged an amount limited by law.</p>			

*p. Job Offer Information 16*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All workers hired under this order will be required to present valid document(s) to complete the Form I-9 Employment Eligibility Verification as required by U.S. Citizenship and Immigration Services (USCIS) and the Department of Homeland Security. Acceptable documents are those listed on the current Form I-9 as establishing identity and authorization to work in the United States. U.S. citizenship is not required for employment under this order. H-2A workers must present a valid visa and such other documents as required for legal entry and work authorization. The company is an E-Verify participating employer.</p>			

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



**H. Additional Material Terms and Conditions of the Job Offer**

q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If both male and female workers are hired, separate toilets and showers will be provided by the employer and will be provided by the employer. Homestay accommodation will not be offered as it is not common practice in the area of intended employment.</p> <p>The workers who reside in such accommodation accept responsibility for keeping it clean and tidy. Before occupying, the housing facility will meet OSHA standards set forth in 29 CFR 1910.142, or ETA standards set forth in 20 CFR 654.404-417. Any problem with housing must be reported by the worker to the employer. If alternate rental housing is required for any reason, these facilities will also meet local and state health and safety standards.</p> <p>Workers will be responsible for the reasonable cost of repairing damage that is not attributable to normal use. The employer shall maintain possession and control of the living facilities at all times. Workers housed under the terms of the employment contract must vacate the dwelling no later than 7 days after termination of employment. In certain circumstances that may jeopardize the general safety of campus or others, employees may be required to leave the premises immediately.</p> <p>The Company applies for conditional access to the Interstate and Intrastate Authorization System and guarantees that the worker housing will meet applicable federal standards by the date of need reflected on the ETA 790A form.</p>			

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Adverse Effect Wage Rate, the prevailing hourly wage rate, the piece rate, the agreed upon collective bargaining rate, or the federal or state minimum wage rate, whichever is greatest, will be the minimum rate of pay. The Company assures that if a change in the AEWR, prevailing hourly wage rate, or federal minimum wage rate requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. Most tasks paid by piece rate may be adjusted upward at the sole discretion of the employer for adverse conditions, but the employer reserves the right in its sole discretion, to pay tasks at the minimum hourly rate instead of on a piece rate. If the employer intends to pay for a task usually paid on a piece rate basis on an hourly basis, the employer will announce its plan to pay on an hourly basis before work begins.</p> <p>The employer will not guarantee to pay the worker a bonus but reserves the right to optionally offer a discretionary bonus to workers who demonstrates exceptional job performance.</p> <p>Payroll Period</p> <p>Payroll periods will be once a week and workers will be paid each pay period and will be provided with an earnings statement that complies with 20 CFR 655.122[k]. The employer will also comply with 20 CFR 655.122[j].</p>			

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



**H. Additional Material Terms and Conditions of the Job Offer**

s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employees shall not remove any building fixtures of any kind, i.e. screens, doors, locks, fire detectors, etc.                  Employees shall not install any fixtures inside or outside of the housing. No alterations are permitted to be made in the facility, i.e. driving nails, screws into walls, floors, ceiling on any part of the premises.                  Damage resulting from the negligence of the residents(s) or employee(s) will result in responsible party being charged for repairs (e.g. windows, doors broken furniture, etc.                  Adding more beds, moving beds, or removing mattresses violates Company policy and possible housing permits.                  Any changes in sleeping arrangements must be reported to crew leader prior to changes taking effect.                  Any person found at the housing during work hours will be asked to produce their company badge and give reason for absence. Please be sure to notify your crew leader if you stay on the campus from work.                  Management needs access to the facility, therefore no personal locks or change of locks are permitted.                  The employee understands that there is to be no vehicle maintenance on any company property. Non-operating or unauthorized vehicle(s) will be towed at owner's expense.                  No pets allowed.                  Failure to maintain such responsibilities or abide by these rules may result in an employee's loss of housing privileges, subject the employee to the coaching and counseling process, and up to termination of employment.                  Note: If you do not understand any of the above rules, ask your supervisor or Human Resources.</p>			

t. Job Offer Information 20

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The following deductions, and only the following deductions, may be made from worker pay:</p> <p>(1) Legally required deductions: FICA (Social Security and Medicare) taxes and federal/state/local income tax withholdings, as required by applicable law for workers subject to such withholding.                  (2) Pay card replacement: \$5.00 per card, charged only when a worker's pay card is lost or damaged due to the worker's own negligence.                  (3) Emergency meal provision (contingency only): Up to \$16.78 per day (current regulatory maximum), charged only for days on which kitchen facilities are temporarily unavailable due to an emergency such as fire or natural disaster.                  (4) Housing damage repairs: Reasonable costs for repairing damage to employer-provided housing or furnishings caused by a worker's negligence, willful misconduct, or intentional act, where damage exceeds normal wear and tear. The employer will identify the worker(s) responsible, document the damage, and provide the worker written notice of the specific amount to be deducted before any deduction is made.                  (5) Overpayment recoupment: Repayment of verified overpayments of wages, documented in writing and with prior written notice to the worker, in amounts and on a schedule that do not reduce the worker's net wages below the applicable minimum wage.</p>			

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

**H. Additional Material Terms and Conditions of the Job Offer**

*u. Job Offer Information 21*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation - Daily Transportation</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                  The employer will provide free transportation between the employee's dwelling and the workplace for any worker who is provided with accommodation. The worker's use of transportation is voluntary, and no worker shall be obligated as a condition of employment to use transportation offered by the employer.</p> <p>Workers must follow the safe practices guidelines outlined below. These safe practices ensure the worker safety and the safety of other passengers:</p> <p>Transportation Safety</p> <p>No smoking</p> <p>Wear Seatbelts</p> <p>Do not attempt to change or move seats once the bus is in motion.</p> <p>Do not distract or disturb the driver while bus is in motion.</p> <p>Loud music is not permitted.</p> <p>Drivers will adhere to proper loading restrictions, so as not to exceed the weight capacity allowable for all company buses.</p> <p>Drivers have the ability to report any and all employee violations or refusal to follow guidelines directly to the Farm Manager.</p> <p>Alcoholic beverages are not permitted on the bus.</p> <p>All vehicles used to transport workers are the property of the company and comply with all applicable local, state, and federal laws. The company's buses in use at the time of this job offer include the following:</p> <p>2003 – International – 44 – Owned                  2001 – Freightliner – 42 – Owned                  2002 – Freightliner – 42 – Owned                  2005 – Thomas – 24 – Owned                  2011 – International – 44 – Owned                  2012 – International – 52 – Owned                  2017 – Ford Transit – 10 – Owned                  2019 – Ford Transit – 10 – Owned</p>			

*v. Job Offer Information 22*

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	<b>Inbound/Outbound Transportation - Inbound/Outbound Transportation</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                  After a worker has completed fifty percent (50%) of the employment contract period, the employer will reimburse the worker for the costs of transportation and subsistence from the place of origin to the place of work, if such costs are borne by the worker.</p> <p>The employer will not reimburse transportation for workers without proper legal documents to comply with DHS/USCIS (Form I-9), terminated from employment for lawful reasons, accepting employment knowing that they are unable to perform the job offer's stated work tasks, or who resign their employment prior to the ending date of the contract, including any extensions. This benefit does not apply to local workers who are not eligible to receive employer-provided housing.</p> <p>At the end of the employment contract, the employer will pay the economic costs of the worker's subsistence and transportation back to the place of recruitment, except when the worker will not return to the place of recruitment due to subsequent H-2A employment with another employer who agrees to pay such costs. In such cases, the employer will only pay for transportation to the next job if such transportation and subsistence is not paid by the new employer.</p> <p>The amount of such transportation payment shall be equal to the worker's actual transportation costs not to exceed the most economical and reasonable public transportation charges for the distance involved. The employer reserves the right to rent or otherwise arrange transportation to the point of hire, or to offer any combination of paid, rented and/or arranged transportation to the point of hire.</p> <p>Recruitment. If the employer arranges the transport and the worker does not use that transport, the worker will be reimbursed only for the cost of the transport arranged by the employer. Employees eligible for reimbursement under the program will receive a subsistence reimbursement.</p> <p>The amount of the subsistence payment will not be less than the amount allowed under the current Consumer Price Index as set forth in 20 CFR 655.122(h)(l). The current minimum subsistence rate is \$16.78 per day. The subsistence reimbursement will be the amount the employer would charge for providing the worker with three meals per day of \$16.78 per day OR workers who provide receipts will be reimbursed up to the amount authorized by the continental U.S. daily rate of \$68.00, as calculated by the GSA Method. Payments will be made based on the date of publication of the H-2A program's allowable meal charges in the Federal Register.</p> <p>The employer will notify the Department of Labor and USCIS if an employee has left the job or has been terminated for cause. The employer will provide free transportation between the employer's dwelling and the workplace for any worker who is provided with accommodation. The worker's use of transportation is voluntary, and no worker shall be obligated as a condition of employment to use transportation offered by the employer.</p>			

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