

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



A. Job Offer Information

1. Job Title * Farm Workers and Laborers							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	300	300	3. First Date * 9/15/2026	4. Last Date * 7/14/2027			
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.							☐ Yes ☒ No
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *
45	a. Total Hours	8	c. Monday	8	e. Wednesday	7	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	6	h. Saturday
							a. 7 : 00 ☒ AM ☐ PM b. 4 : 00 ☐ AM ☒ PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 12 .27		☒ HOUR ☐ MONTH		\$ 00 .00		Guaranteed Rate \$12.27 per Hour. H-2A Hourly Wage Rate is \$10.52 Per Hour.	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							☒ Yes ☐ N/A
10. Frequency of Pay: * ☒ Weekly ☐ Biweekly ☐ Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) FICA taxes, Medicare and Income taxes as required by law, cash advances and repayments of loans, overpayment of wages, charges for any loss to the employer due to the workers damage or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the worker in writing. State income tax will be deducted.							



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

C. Place of Employment Information

1. Place of Employment Address/Location *			
WB Parks Road			
2. City *	3. State *	4. Postal Code *	5. County *
OMEGA	Georgia	31775	Tift County
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
GRASS FARM			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			☒ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *			
150 Lewis Taylor Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
OMEGA	Georgia	31775	Tift County
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		1	6
9. Identify the entity that determined the housing met all applicable standards: *			
☐ Local authority ☒ SWA ☒ Other State authority ☐ Federal authority ☐ Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
No additional housing information at this time			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			☒ Yes ☐ 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.)

For employees living in employer provided housing, the employer will provide free and convenient cooking facilities to workers, so that the workers can prepare their own meals. Employer will provide transportation (at no cost to employees) to grocery and/or department store, once per week, for workers to obtain food and other necessities.

2. The employer: *

☒ **WILL NOT** charge workers for meals.

☐ **WILL** charge each worker for meals at \$. per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

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

All employer provided worker transportation, meets the requirements for applicable federal, state, and local laws and regulations. All workers will be picked up every morning at the employer provided living facilities. Free transportation will be provided from the employer provided housing to the work site and back, for workers living in that housing and for commuting workers, if they need transportation to the worksite.

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 \$ 16 . 78 per day *

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

G. Referral and Hiring Instructions



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

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

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

All referrals are to be made to Lourdes Barajas by calling (863) 885-9402. Collect calls will not be accepted.

All referrals are encouraged to contact their nearest career center or state workforce agency prior to contacting the employer. The employer will contact all applicants to conduct a phone interview. Prior to referral, each applicant should read, or have read to them a copy of the job order. All applicants should have a clear understanding of the terms and conditions of employment as noted in the job order. All applicants, if hired, are expected to work for the total period of employment as stated in the job order. All applicants, if hired, should be available for work as described in the "Job Activities" section in the job order. All applicants referred to the employer, if hired, will provide the following: original identification and employment eligibility documents. Employer will be available Monday to Thursday from 10:00 A.M. to 12:00 P.M. and from 1:00 P.M. to 3:00 P.M., for telephone interviews or to conduct in person interviews of referred workers, at no cost to worker.

2. Telephone Number to Apply * +1 (863) 885-9402	3. Extension \$ N/A	4. Email Address to Apply * multistatelaborllc@outlook.com
5. Website Address (URL) to Apply * N/A		

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☒ Yes ☐ No
---	---

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

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

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



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 655.122(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)(3)(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 * BARAJAS	2. First (given) name * LOURDES	3. Middle initial §
4. Title * AUTHORIZED PERSON		

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 * 8/3/2026
--	------------------------------

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

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



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	PULL STAKE AND TWINE	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	PULL PLASTIC GROUND COVER	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	FIELD DRIVERS	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	CUCUMBER PACKING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	PLANTING PEPPER	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	BELL PEPPER HAND HARVESTING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	BELL PEPPER PACKING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	JALAPENO BULK HAND HARVESTING (1ST PICKING)	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	PLANTING BELL PEPPER	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	PULLING CUCUMBER PLANTS FROM FIELD	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.

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
	STAKING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	LONG HOT HAND HARVESTING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	JALAPENO BULK HAND HARVESTING (THIRD PICKING)	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	JALAPENO PACKING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	HOT PEPPER	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	VARIOUS OTHER ROW CROPS	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	BUS DRIVERS	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	Watermelon Packing Shed Unloaders	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	SQUASH PLANTING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	PLANTING CUCUMBER (Single Line)	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour..

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
	LONG HOT HAND PACKING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	JALAPENO BULK HAND HARVESTING (2ND PICKING)	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	SQUASH HARVESTING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	CUBANELLE PACKING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	PACKING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	CUCUMBER HAND HARVESTING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour..
	WATERMELON FIELD LOADERS	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	FIELD WORK	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	CUBANELLE HAND HARVESTING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	WATERMELON PACKING SHED LINE WORKER	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.

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
	LAYING PLASTIC GROUND COVER	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	PLANTING CUCUMBER (DOBLE LINE)	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	POBLANO HARVESTING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	JALAPENO HAND HARVESTING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	STAKING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	Watermelon Field Cutters	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	SQUASH PACKING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	WATERMELON PLANTING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	AG Equipment Operators	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	DIGGING TRENCHES	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.

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
	TYING STAKES	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
	POBLANO PACKING	\$ 12 . 27	Hour	Guaranteed Rate of \$12.27 per hour. H-2A Hourly Wage Rate is \$10.52 per Hour.
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		

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

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Lewis Taylor Farms, Inc.	35 Hickory Spring Church Road Tifton, Georgia 31793 TIFTON, Georgia 31793 TIFT COUNTY	Roberson Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	Lower Ty Ty Road and Lewis Taylor Road TIFTON, Georgia 31793 TIFT COUNTY	Homeplace Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	WB PARKS RD. OMEGA, Georgia 31775 WORTH COUNTY	GRASS FARM	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	Ty Ty Omega Road TIFTON, Georgia 31793 TIFT COUNTY	Jackson/Parrish Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	2518 Us 82 Sumner, Georgia 31789 SUMNER, Georgia 31789 WORTH COUNTY	Benson West Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	300 Scooterville Tifton Road Omega, Georgia 31775 WORTH OMEGA, Georgia 31775 WORTH COUNTY	Scooterville Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	179 Burdett Road TY TY, Georgia 31795 TIFT COUNTY	King Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	2972 Us 82 Sumner, Georgia 31789 SUMNER, Georgia 31789 WORTH COUNTY	Benson East Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	241 Ty Ty Omega Road TIFTON, Georgia 31793 TIFT COUNTY	SPRING HILL PRODUCE FIELD	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	Wrights Chapel Road Sylvester, Georgia 31791 SYLVESTER, Georgia 31791 WORTH COUNTY	South Field	9/15/2026	7/14/2027	300

D. Additional Housing Information

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Lewis Taylor Farms, Inc.	195 Ty Ty Omega Rd. TIFTON, Georgia 31793 TIFT COUNTY	PACKING HOUSE AND COOLERS	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	Evie Road and Thornhill Road SYLVESTER, Georgia 31791 WORTH COUNTY	North Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	Gibbs Road Sumner, Georgia 31789 SUMNER, Georgia 31789 WORTH COUNTY	Bridges Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	210 Sumner Road South Sumner, Georgia 31789 SUMNER, Georgia 31789 WORTH COUNTY	Tucker South Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	Lower Ty Ty Rd TIFTON, Georgia 31793 TIFT COUNTY	Ogletree Farm Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	214 Ty Ty Omega Road Tifton, Georgia 31793 TIFTON, Georgia 31793 TIFT COUNTY	Quality Produce Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	Lower Ty Ty Rd & Isabella Nashville Road TIFTON, Georgia 31793 TIFT COUNTY	Wright Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	Wesley Rigdon Road Chula, Georgia 31733 CHULA, Georgia 31733 TIFT COUNTY	Barry Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	3502 US 82 Sumner, Georgia 31789 SUMNER, Georgia 31789 WORTH COUNTY	Harrel Farm Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	457 Ty Ty Whiddon Mill Rd. TY TY, Georgia 31795 TIFT COUNTY	GIBBS FARM	9/15/2026	7/14/2027	300

D. Additional Housing Information

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Lewis Taylor Farms, Inc.	Outlaw Rd. TY TY, Georgia 31795 TIFT COUNTY	Brown Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	Chula-Whiddon Mill Road CHULA, Georgia 31733 TIFT COUNTY	Tally Field	9/15/2026	7/14/2027	300
Lewis Taylor Farms, Inc.	Marvin Lawhorne Road TY TY, Georgia 31795 TIFT COUNTY	Branch Field	9/15/2026	7/14/2027	300

D. Additional Housing Information



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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☒ Employer-provided ☐ Rental or public accommodations	154 LEWIS TAYLOR RD OMEGA, Georgia 31775 TIFT COUNTY		1	18	☐ Local authority ☒ SWA ☒ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	1630 WB PARKS RD. OMEGA, Georgia 31775 TIFT COUNTY	I will only be using two hundred seventy-six (276) of the four hundred twenty (420) spaces at this housing location for the workers that I am requesting.	1	420	☐ Local authority ☒ SWA ☒ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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



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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * The worker will perform job duties as assigned by supervisor. They will vary from time to time depending on crop ripening and weather. The planting, harvesting, packing, and field work season is temporary and will last from September to July. In order to perform this kind of work, the worker must be able to work outside 6 to 8 hours a day in all kinds of weather including, but not limited to extreme cold and hot conditions, direct sunlight, and rain and have the required physical strength and endurance to perform the work rapidly and skillfully with their hands. Workers will perform prolonged walking, bending, stooping, reaching, pushing, pulling, lifting, and carrying 0-75 lbs. The worker will be given specific instructions as to how to properly perform the work specified in the Job Description and Requirements Section on the first day of work. Quality work must be performed and adhered to and no messy work will be permitted. If the worker works by the piece rate, he/she must make the federal minimum salary. At the end of the first work week, the worker will be evaluated. If the worker does not perform the work as specified under the Job Descriptions and Requirements, he/she may be terminated. The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the workers refusal or negligent failure to return the tools or due to such workers willful damage or destruction of the tools. Field Work- The employee will perform various field work to include but not limited to the following: Prepare the fields for planting-this will consist of tilling the soil, putting down and taking off plastic ground cover, digging trenches, installing and repairing irrigation, sow seeds, planting, re-planting, cultivating, watering, weeding, pruning, picking up trash, burning trash, apply chemicals and fertilizers, install or remove stakes, install wire, netting, or string, remove or clean plant debris or vines from ground or trellises, tie vines or plants on strings or trellises., record information about crops, and other miscellaneous work. Stringing and Unstringing crop-the employee will take the plant, vine, or bush and place down stakes and tie string from stake to stake and then secure the vine or bush around the twine to help keep it off the ground. At the end of the harvesting season the workers will remove the stakes, twine, and plastic ground cover. Cucumber Hand Harvesting and Packing- In order to perform this kind of work, the worker must be able to walk down the field row carrying a harvesting bucket and bend down and look for the ripe cucumbers, gently twist them off the vine and place them in the harvesting bucket. The worker then takes the full bucket of cucumbers over to the loading truck and hands it to the truck loader to dump them into large plastic bins. An empty bucket is given back to the worker and the process is started again. Pepper Hand Harvesting (Bell pepper, Jalapeo, Cubanelle, Long Hots, and Poblano)- In order to perform this kind of work, the worker must be able to walk down the field row carrying a harvesting bucket, bend down and look for the ripe peppers, gently twist them off the bush and place them in the harvesting bucket. The worker then takes the full bucket of peppers over to the loading truck and hands it to the truck loader to dump the bucket into large plastic bins. The empty bucket is given back to the worker and the process is started again.			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) * The worker must be responsible and consistent on the job. The worker must be able to lift 0-75 lbs., do repetitive movements, extensive pushing and pulling, walking, frequent stooping continuously throughout the day, and work in all kinds of weather conditions. Once hired, worker may be required to take a random drug test at no cost to the worker. Testing positive for an illegal/controlled substance or failure to comply may result in immediate termination from employment.			

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

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



H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * After the worker has completed 50% of the work period, the employer will reimburse the worker for the cost of transportation and subsistence expenses of at least \$16.78 per day with no receipts and a maximum of \$68.00 per day with receipts. This covers the cost from the place of recruitment to the place of employment. Upon completion of the work contract the employer will pay reasonable costs of return including transportation and subsistence from place of employment to place of recruitment.			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - undefined
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer will pay \$16.78 per day with no receipts and up to \$68.00 per day with receipts. This is true, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer, who agrees to pay such costs. In this case the employer will only pay for transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing. Multi State Labor, LLC. will pay and provide any of the following or a combination of the following means of transportation for inbound and outbound transportation for the workers: chartered buses, chartered vans, and/or secure flights to the place of employment from the place from which the workers come to work for the employer (inbound) and from the place of employment to the place from which the worker departed at the end of the contract (outbound transportation). Transportation will be provided to the workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved. In the event an employee chooses their own means of inbound and outbound transportation he/she will be reimbursed at no less than the most economical and reasonable common carrier transportation charges for the distances involved. Related inbound daily subsistence charges paid by the worker and/or incurred by the worker will be reimbursed to the worker and related outbound daily subsistence charges the worker will incur will be given to the worker in an advanced payment at no less than the most economical and reasonable common carrier transportation charges for the distances involved.			

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 *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - undefined
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employee's will be picked up every morning at the employer provided housing and taken to work. At the end of the workday employees will be transported back to the employer provided housing. The employer will inform the workers what time they will be picked up for work in the morning and what time they will be taken home after work. These times will vary according to the crop readiness, amount of work scheduled for the day, and weather. The employer will use six (6) buses to transport the workers. Two (2) buses with capacity for sixty-four (64) workers each and four (4) buses with capacity for forty-nine(49) workers The transportation will be provided by the employer, Multi State Labor, LLC. Transportation is provided at no cost to the workers from the employer provided housing to the worksite and back from the worksite to the employer provided housing.			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - undefined
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Squash Harvesting and packing - In order to perform this kind of work, the worker must be able to walk down the field row carrying a harvesting bucket, bend down and look for the ripe squash, and cut the crop off the vine with a knife or gently twist the crop off the vine and place them in the harvesting bucket. The worker then takes the full bucket of squash to the washing bin located in the truck. The squash is dumped into washing bin, taken out, and packed in boxes. The empty bucket is given back to the worker and the process is started again. The hand picked cucumbers and peppers that are not field packed are transported to the packing shed. Upon their arrival, the large plastic bins are unloaded by a forklift and placed on a conveyer belt. The conveyor belt dumps the crop out of the plastic bins onto another conveyer belt. The group of workers on the conveyer belt are responsible for sorting, labeling, assembling the cardboard boxes, and packing the crop in cardboard and/or plastic boxes and/or containers according to specifications given by the supervisor. A properly licensed worker will be required to transport workers to and from work each day. A properly trained worker will assist in operating various farm equipment to assist with harvest, and hauling of crop to the packing house. A qualified worker may be requested to be a working team leader. Equipment and Vehicle Operation-The workers may need to drive and/or operate various agricultural farm equipment and vehicles to perform the work on the farm such as but not limited to, field trucks, tractors, All Terrain Vehicles, and forklifts. The workers must use safety and precaution when using agricultural farm equipment and vehicles. Employees must be seated and practice safety and precaution. The employees must wait to exit the agricultural farm equipment and vehicles when the vehicle comes to a complete stop and then proceed to get off the vehicle. The workers will keep the agricultural farm equipment and vehicles free of trash. Field Drivers-The field drivers will drive the trailers or trucks out to the field where the field workers who are harvesting the crop will load the crop onto the trailer or truck until full. They will then drive the fully loaded trailer or truck back to the packing shed where the packing shed workers will unload them onto a belt for sorting and packing. The process is then repeated again. All of the crop harvesting, packing, and transporting labor are performed on the farms specifically in the worksites listed on the application and itinerary and are all a part of the vegetable farming operation. The field drivers, which are employees of Multi State Labor, LLC. are the ones that drive the buses being used in the field to load the crop and take them to the shed for packing. The packing shed workers are employees of Multi State Labor, LLC. The packing shed is located on the farms listed on the harvesting itinerary. The packing of vegetables is considered agriculture labor because the work is being done on a farm and the vegetables are a horticultural commodity that must be packed by grade before leaving the farm for selling purposes at the market. The vegetables are in unmanufactured state at the time of packing and all the vegetables are produced on the farm. Multi State Labor, LLC. is the operator of the farms for the time period requested.			

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

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



H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8B. WAGE OFFER
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * All domestic and foreign labor seasonal agricultural workers employed pursuant to this work order may be compensated above the indicated hourly wage rate. This is not promised or guaranteed. The decision to pay above the indicated rates will be made by the employer, in its sole discretion, and will be based on factors such as performance and tenure of the beneficiaries.			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - undefined
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Watermelon and Cantaloupe Hand Harvesting-In order to perform this kind of work, the worker must be able to walk down the field row and use a knife to hand cut ripe watermelons and cantaloupe off the vine for harvesting. The watermelons and cantaloupe are then loaded in a bus by forming part of an assembly line, in which the first worker bends down picks up the watermelon and it is passed on to consecutive workers by passing, catching, lifting, until it reaches the worker on the bus, who then sets it down and stacks them until the bus is considered full. Watermelon and Cantaloupe Packing- The watermelon and cantaloupe are transported by bus to the packing shed. Upon its arrival, it is unloaded by a group of workers and placed on a conveyer belt. The group of workers on the conveyer belt are responsible for sorting, labeling, and packing the watermelon and cantaloupe in cardboard containers. While the workers are waiting on the next load of watermelons and cantaloupe to arrive, they will be responsible for assembling cardboard containers. Sanitary Requirements-All workers are required to practice common sanitary requirements at all times for food and general personal safety purposes. This is particularly critical when harvesting crops by hand for human consumption. Employees should clean their hands by washing them thoroughly with soap and water after using the restroom and before entering the fields for harvest activities or the packing facility for packing operations. The workers must meet sanitation requirements. Any worker who willfully ignores the sanitation requirements will be terminated from their job. Workers may be asked to serve as team leaders and/or work in groups. The piece rate earnings for work performed in groups will be divided amongst group members. The following offices will be notified in writing if a worker is terminated from their job: State Workforce Agency, Chicago National Processing Center, and U.S. Citizenship & Immigration Services. The worker will be disciplined and/or terminated from the job if the worker: 1. Refuses to do the work or intentionally does not do the work correctly for which he/she was contracted to do, without just cause. 2. Misbehaves, commits serious acts, or repeatedly violates work rules. 3. Threatens, harasses, or intimidates any person at the worksite, transportation, or employee housing. 4. voluntarily abandons the job with our without prior notice five (5) consecutive unjustified absences) 5. Falsifies any work related document or is found guilty of identity theft. 6. Fails or refuses to take a Drug Test. Furthermore, the worker may be terminated if the employer finds a criminal conviction record of the employer or if the worker is found to be a registered sex offender and either present a threat to the safety and living conditions of the other workers. Reporting Concerns and Complaints-Any concerns or complaints should be reported verbally and in writing to the supervisor and/or the employer in order to be addressed and resolved. Complaints regarding bullying and harassment will be taken serious and fully investigated. There will be Zero Tolerance for Bullying and Harassment. Any worker found guilty of Sexual Harassment will be terminated immediately. The workers are prohibited from taking any kind of payments from other workers including but not limited to: bribes, recruiting fees, attorney fees, processing fees, placement fees, or any other type of fee or service.			

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



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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null
3. Details of Material Term or Condition (up to 3,500 characters) * The workers will plant, cultivate, harvest, grade, sort and pack: spinach, cucumbers, cabbage, peppers, eggplant, squash, cotton, watermelons, broccoli, corn, kale, turnips, mustard greens, collard greens, leeks, cantaloupe, strawberries, cucumbers, tomatillos, lettuce, cauliflower, peanuts, and tomatoes by hand or machine. The workers will also perform the following: Banding techniques will be included during harvest at times. Operate tractors, tractor-drawn machinery, and self-propelled machinery to plow, harrow, fertilize, apply chemicals, plant, cultivate, or harvest crops. Operate, repair, and maintain farm vehicles, implements and mechanical equipment. Repair farm buildings, fences, and other structures. Grade, sort, wash, select, label, or pack harvested products into bags or boxes. Crops may be harvested and field packed or loaded and transported to the packinghouse for storage and post-harvest treatment of crops. Load and unload crops or containers of materials, manually or using conveyors, handtrucks, forklifts, or transfer augers. Load hoppers, containers, or conveyors to feed machines with products, using forklifts, transfer augers, suction gates, shovels, or pitchforks. Stack boxes onto pallets, transport vehicles, or trailers. Count and check harvested products. Use hammers, wire clippers, and other tools to construct trellises. Clean and maintain all grounds and facilities. Regulate, maintain, and repair irrigation systems. Set up, operate, maintain, and repair climate control systems. May construct trellises, repair fences, and farm buildings.			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - FOOD AND HEALTH SAFETY PROGRAM COMPLIANCE
3. Details of Material Term or Condition (up to 3,500 characters) * All workers must comply with the following rules: 1. Wash and sanitize hands for a minimum of 20 seconds and sanitize hands before reporting to work site and after: using the restroom, taking a break, touching dirty containers or trash, touching non-food products, coughing or sneezing. 2. Worker will not bring or use tobacco, food, drinks, gum, candy, while working. Multi State Labor, LLC. will provide clean and cool water. 3. Fingernails cannot be long (more than 1/8-inch past fingertips) or polished. 4. Worker will not bring glass onto worksite. 5. Workers body must be clean, and worker must wear clean clothes. 6. If worker has sores, cuts, lesions, open wounds, worker must report them to the group leader who will decide if worker can work before worker is healed. 7. If worker is sick, worker must tell the group leader before beginning work. Some sicknesses require a doctor's release before worker can return to work. 8. If blood gets on anything, worker must notify the group leader so it can immediately be disposed of properly. 9. Worker must report any injury to the group leader AS SOON AS IT HAPPENS. It is the workers responsibility to report any injury immediately. 10. Worker must throw toilet paper in the commode. 11. Worker must keep the restrooms and rest areas clean. 12. Worker must keep workspace and tools clean. 13. Worker must throw trash in designated trash cans only. 14. Worker must make sure produce and containers are clean and kept off the ground to prevent contamination. 15. Worker must not use produce containers for storage or placement of anything other than produce. 16. The company has provided places of storage for workers personal belongings, free of charge. Worker must not take any personal belongings into their work area, to help keep worker safe and hazard free. 17. Worker must not wear jewelry, sleeveless shirts, tank tops, or hats with jewelry. 18. If worker is working in the packing shed, worker must wear plastic gloves, hairnets, and aprons. 19. Work must fix hair in such a manner that it can be placed under a hair net. 20. Workers should not wear loose-fitting clothing, jewelry, or other items that could become entangled in machinery, and long hair should be worn under a cap or otherwise contained to prevent entanglement in moving machinery. (OSHA 3170) 21. Worker must place all harvest utensils in the appropriate holder before entering a restroom facility. 22. Worker must utilize the tool dip stations to ensure harvest utensils are kept clean and sanitized. 23. Worker must not use earphones, ear buds, or any type of speaker in workplace. 24. If worker has any symptoms of COVID 19 (or any other illness/sickness) or test positive for COVID 19 (or any other illness/sickness), worker must let group leader know as soon as possible. Worker must be fever free for at least 24 hours before returning to work. Workers who do not comply with these rules will result in a written warning, suspension without pay, or termination of employment.			

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



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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - WORK RULES
3. Details of Material Term or Condition (up to 3,500 characters) * Failure to respect the Work Rules can cause you to receive a written warning, be suspended without pay, or be terminated from your employment. 1. The worker must comply with the work for which he was hired following the specifications of the employer or supervisor. Workers not completing the work or not completing the work correctly on purpose will be suspended from work for 1-3 days without pay. 2. No excessive absences or tardies are allowed. Workers must report to work during work hours (unless excused by the employer) and be ready to work. Workers are not allowed to start work before the indicated time or work later than the time indicated by the supervisor or employer. 3. The worker is not allowed to take breaks not authorized by the supervisor or employer except for reasonable breaks to use the restroom, to obtain drinking water, or use the handwashing stations. 4. The worker is not allowed to leave the workplace without permission from the supervisor or employer. 5. The use of any type of weapons, firearms, and fireworks will not be allowed: The discharge of weapons, firearms, paint guns or pistols, and fireworks in the workplace and surrounding property is prohibited in work areas and employer provided transportation. 6. Illegal drug use will not be allowed in the workplace and surrounding property and on work transportation. 7. The consumption of alcoholic beverages will not be allowed in the workplace and surrounding property and in work Transportation. 8. The use of the cell phone is not allowed during work hours unless it is in the position of Supervisor or permitted by the employer. 9. No jewelry is allowed during work hours. 10. Open-toe shoes, sandals, or sandals are not to be worn during work hours. They should wear closed shoes that protect their feet. 11. No person who is not an employee of Multi State Labor, LLC. is allowed to enter the workplace, or the company's vehicles or machinery. 12. Workers are not allowed to sleep, waste time, or loiter at the worksites during work hours. 13. Misbehavior, bullying, or harassment is not allowed. 14. No fighting or horse play will be permitted at the worksite or employer transportation. 15. Workers are not allowed to misuse or remove from the farm premises any employer or farm owned property without authorization from the employer or farm owner. 16. Workers are not allowed to take crops, products, or supplies from the farm premises without authorization from the employer or farm owner. 17. Workers must obey all safety rules and common safety practices. Any injuries or accidents must be reported immediately to the employer or immediate supervisor. 18. Workers must take care to handle tools, equipment, vehicles and product in a manner to avoid injury or damage. 19. Workers must report for work wearing work appropriate work clothing, work shoes, and personal protective equipment when required. Workers who are not wearing appropriate work clothes, work shoes, and required personal protective equipment will not be permitted to start work. 20. Worker must place all trash and waste materials in the proper container. Worker must not litter. 21. Workers are not allowed to ride in the back of any trucks or trailers, except in connection with field production work. No personal vehicles are allowed in the field/work area. Personal vehicles will be allowed in the designated parking areas			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - HOUSING RULES
3. Details of Material Term or Condition (up to 3,500 characters) * Multi State Labor, LLC. reserves the right to enter housing at any time. Inspections may be performed to ensure housing meets applicable standards. Failure to respect the Housing Rules can cause you to receive a written warning, be suspended without pay, or be terminated from your employment. 1. The home should be used only for living purposes not for business. 2. Residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home. 3. Only employees of Multi State Labor, LLC. will be allowed to live in the employer provided housing. Overnight guests are not permitted. 4. Keep the residence in good working condition. Worker's will be liable for cost to repair damage purposely caused by them that is not considered normal wear and tear. 5. The home shall be kept clean and free of any garbage inside and outside. 6. Garbage shall be disposed of properly in provided receptacles and shall be taken out to the roadside on trash days. 7. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains, such as toilets, showers, bathtubs, and sinks. 8. All members will participate in keeping the house clean of common areas such as living room, bathroom, and dining room. Each worker is responsible for keeping their bedroom assigned area clean. Assigned house duties are to be completed on a weekly basis. If house and/or assigned bedroom area is not kept clean, a house cleaning service will be hired to do the cleaning at the expense of the worker(s). 9. All appliances and power cords shall be turned off or unplugged when not in use. This includes but is not limited to air conditioners and cell phone chargers. 10. Do not remove screens from windows and doors. 11. Do not cover or remove fire alarms and fire extinguishers. 12. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or neighboring homes, at any time. 13. Noise and Disturbances: Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and neighboring homes. Reasonable quiet enjoyment of their homes must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the time period specified in any applicable local by-law or ordinance. 14. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the residence. The use of fireworks in the residence is prohibited. 15. No illegal drug use will be permitted on the property. 16. No drinking alcoholic beverages allowed at the living facility(ies). 17. Workers are not allowed to move from assigned room unless they have permission from the employer. If worker has a problem in assigned room, worker must immediately report problem to group leader or employer. 18. Workers are not to engage in indecent, immoral, or illegal conduct at any time while in company housing or on company premises. 19. Workers are not allowed to separate or move any beds or place mattresses on the floor.			

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

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



H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - HOUSING RULES (continued)
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 20. Worker must keep assigned room as well as the bathrooms, showers, and living areas clean. This includes and is not limited to having things picked off the floors, floors swept with little to no dirt, no food or food crumbs left out, beds made, bedding washed and clean, putting away all personal belongings in provided lockers, drawers, or bins, putting all tissue paper and paper towels in provided designated trash cans. 21. Worker must keep assigned room as well as the bathrooms, showers, kitchen, and living areas clean. The Company defines cleanliness as: all things picked up off the floors, floors swept with little to no dirt, no food or food crumbs left out, beds made, bedding washed, all personal belongings put away in provided lockers, drawers, or bins, all tissue paper and paper towels in provided designated trash cans. 22. Workers are not allowed to have any type of open food, or electrical or open flame cooking or food warming appliances in their bedroom or sleeping area. 23. Workers are not to post any inappropriate posters, documents, or flyers in housing or on housing property. 24. If fans, air conditioners, or heaters are provided, workers are not allowed to block the units from open air flow. 25. Worker must lock the housing, turn off all lights, electronics, and unnecessary heating or cooling unit before leaving for work each morning. 26. Worker must close all doors and windows while using heater, air conditioner, and during adverse weather conditions. 27. In the event workers are terminated, workers are to remove their belongings and must vacate the premises no later than 5:00 PM on the last day of employment, or before, depending on the investigation of termination. 28. At the end of job contract workers must take with them or dispose of all personal belongings and personal vehicle(s) from housing location. Any belongings left behind will be disposed of immediately. If worker leaves personal vehicle(s) they will be towed off the property to an impound lot or a towing company's storage lot. The worker will be liable for any fees associated with the retrieval of the vehicle(s) from the impound lot or towing companies storage lot.			

n. Job Offer Information 14

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

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