



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

**A. Job Offer Information**

|                                                                                                                                                                                               |                |                                                                            |                               |                          |              |                                                                                                                |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------|-------------------------------|--------------------------|--------------|----------------------------------------------------------------------------------------------------------------|-------------|
| 1. Job Title * Heavy and Tractor-trailer Truck Drivers                                                                                                                                        |                |                                                                            |                               |                          |              |                                                                                                                |             |
| 2. Workers Needed *                                                                                                                                                                           | a. Total       | b. H-2A Workers                                                            | Period of Intended Employment |                          |              |                                                                                                                |             |
|                                                                                                                                                                                               | 184            | 3                                                                          | 3. First Date * 11/9/2026     | 4. Last Date * 12/9/2026 |              |                                                                                                                |             |
| 5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? *<br>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 *                                                                                      |             |
| 50                                                                                                                                                                                            | a. Total Hours | 8.5                                                                        | c. Monday                     | 8.5                      | e. Wednesday | 8.5                                                                                                            | g. Friday   |
| 0                                                                                                                                                                                             | b. Sunday      | 8.5                                                                        | d. Tuesday                    | 8.5                      | f. Thursday  | 7.5                                                                                                            | h. Saturday |
|                                                                                                                                                                                               |                |                                                                            |                               |                          |              | a. 7 : 00 <input checked="" type="checkbox"/> AM<br><input type="checkbox"/> PM                                |             |
|                                                                                                                                                                                               |                |                                                                            |                               |                          |              | b. 4 : 30 <input type="checkbox"/> AM<br><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. *<br>(Please begin response on this form and use Addendum C if additional space is needed.)<br>See Addendum C |                |                                                                            |                               |                          |              |                                                                                                                |             |
| 8b. Wage Offer *                                                                                                                                                                              |                | 8c. Per *                                                                  |                               | 8d. Piece Rate Offer \$  |              | 8e. Piece Rate Units / Estimated Hourly Rate /<br>Special Pay Information \$                                   |             |
| \$ 27 . 78                                                                                                                                                                                    |                | <input checked="" type="checkbox"/> HOUR<br><input type="checkbox"/> MONTH |                               | \$ .                     |              | OEWS; US Workers: GA: \$27.78, NC: \$26.83, SC: \$26.77;<br>H2A Workers: GA: \$26.10, NC: \$25.14, SC: \$25.23 |             |
| 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A                                           |             |
| 10. Frequency of Pay: * <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): N/A                                            |                |                                                                            |                               |                          |              |                                                                                                                |             |
| 11. State all deduction(s) from pay and, if known, the amount(s). *<br>(Please begin response on this form and use Addendum C if additional space is needed.)<br>See ADD C                    |                |                                                                            |                               |                          |              |                                                                                                                |             |

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**B. Minimum Job Qualifications/Requirements**

|                                                                                                                                                                                                                                                             |  |                                                                          |                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1. Education: minimum U.S. diploma/degree required. *                                                                                                                                                                                                       |  |                                                                          |                                                                                     |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.) |  |                                                                          |                                                                                     |
| 2. Work Experience: number of <u>months</u> required. *                                                                                                                                                                                                     |  | 36                                                                       | 3. Training: number of <u>months</u> required. * 0                                  |
| 4. Basic Job Requirements (check all that apply) §                                                                                                                                                                                                          |  |                                                                          |                                                                                     |
| <input checked="" type="checkbox"/> a. Certification/license requirements                                                                                                                                                                                   |  | <input checked="" type="checkbox"/> f. Exposure to extreme temperatures  |                                                                                     |
| <input checked="" type="checkbox"/> b. Driver requirements                                                                                                                                                                                                  |  | <input checked="" type="checkbox"/> g. Extensive pushing or pulling      |                                                                                     |
| <input checked="" type="checkbox"/> c. Criminal background check                                                                                                                                                                                            |  | <input checked="" type="checkbox"/> h. Extensive sitting or walking      |                                                                                     |
| <input checked="" type="checkbox"/> d. Drug screen                                                                                                                                                                                                          |  | <input checked="" type="checkbox"/> i. Frequent stooping or bending over |                                                                                     |
| <input checked="" type="checkbox"/> e. Lifting requirement <u>75</u> lbs.                                                                                                                                                                                   |  | <input checked="" type="checkbox"/> j. Repetitive movements              |                                                                                     |
| 5a. Supervision: does this position supervise the work of other employees? *                                                                                                                                                                                |  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No      | 5b. If "Yes" to question 5a, enter the number of employees worker will supervise. § |
| 6. Additional Information Regarding Job Qualifications/Requirements. *<br>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below)<br>See Addendum C     |  |                                                                          |                                                                                     |

**C. Place of Employment Information**

|                                                                                                                                                                                                                                           |            |                  |                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|----------------------------------------------------------------------|
| 1. Place of Employment Address/Location *                                                                                                                                                                                                 |            |                  |                                                                      |
| 1070 Flowers Rd                                                                                                                                                                                                                           |            |                  |                                                                      |
| 2. City *                                                                                                                                                                                                                                 | 3. State * | 4. Postal Code * | 5. County *                                                          |
| Greensboro                                                                                                                                                                                                                                | Georgia    | 30642            | Greene County                                                        |
| 6. Additional Place of Employment Information. (If no additional information, enter " <b>NONE</b> " below) *                                                                                                                              |            |                  |                                                                      |
| NONE                                                                                                                                                                                                                                      |            |                  |                                                                      |
| 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 *                                                                                                                                                                                              |            |                  |                                                                      |
| 1070 Flowers Rd                                                                                                                                                                                                            |            |                  |                                                                      |
| 2. City *                                                                                                                                                                                                                  | 3. State * | 4. Postal Code * | 5. County *                                                          |
| Greensboro                                                                                                                                                                                                                 | Georgia    | 30642            | Greene County                                                        |
| 6. Type of Housing (check only one) *                                                                                                                                                                                      |            | 7. Total Units * | 8. Total Occupancy *                                                 |
| <input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public                                                                                                |            | 1                | 48                                                                   |
| 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. (If no additional information, enter " <b>NONE</b> " below) *                                                                                                                          |            |                  |                                                                      |
| 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A |

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**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. \*

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

Employer will provide three (3) meals per day to the worker if kitchen facilities become unavailable. Employer will furnish free and convenient cooking and kitchen facilities, all of which are in working order, including refrigeration, space for food preparation, cooking accessories and utensils, appliances, and dishwashing facilities so that workers may prepare their own meals. Kitchen facilities include adequate sinks with hot and cold water under pressure. Employer will provide transportation once a week to assure workers access to stores where they can purchase groceries, when the employer is providing cooking and kitchen facilities.

2. The employer: \*

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

☒ **WILL** charge each worker for meals at \$ 16 . 78 per day, if meals are provided.

**F. Transportation and Daily Subsistence**

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

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

See ADD 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 ADD 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**

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

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

See Addendum C

2. Telephone Number to Apply \*

N/A

3. Extension §

N/A

4. Email Address to Apply \*

hrapply@purebeautyfarms.com

5. Website Address (URL) to Apply \*

<https://www.purebeautyfarms.com/careers/>

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

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

☒ Yes ☐ No

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

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

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



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

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

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

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

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

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

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

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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(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 *<br>Anjum | 2. First (given) name *<br>Ashley | 3. Middle initial § |
| 4. Title *<br>Director of HR     |                                   |                     |

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|                                                                                                                  |                              |
|------------------------------------------------------------------------------------------------------------------|------------------------------|
| 5. Signature (or digital signature) *<br>Digital Signature Verified and Retained<br>By <i>Certifying Officer</i> | 6. Date signed *<br>9/2/2026 |
|------------------------------------------------------------------------------------------------------------------|------------------------------|

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

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                            | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 650 PONCE DE LEON<br>Atlanta, Georgia 30308<br>FULTON COUNTY                        |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4325 NEW SNAPPINGER WOOD<br>Decatur, Georgia 30035<br>DEKALB COUNTY                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4635 PRESIDENTIAL PKWY<br>Macon, Georgia 31206<br>BIBB COUNTY                       |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2295 LAWRENCEVILLE HWY<br>Decatur, Georgia 30033<br>DEKALB COUNTY                   |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 7554 NORTHWOODS BLVD<br>Charleston, South Carolina 29406<br>CHARLESTON COUNTY       |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1837 MATTHEWS TOWNSHIP PKWY<br>Matthews, North Carolina 28105<br>MECKLENBURG COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 205 Bill Wigington Pkwy<br>Jasper, Georgia 30143<br>PICKENS COUNTY                  |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1000 Market PL Blvd<br>Cumming, Georgia 30041<br>FORSYTH COUNTY                     |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4520 Holly Springs Pkwy<br>Canton, Georgia 30115<br>CHEROKEE COUNTY                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 103 PAVILLION PARKWAY<br>Fayetteville, Georgia 30214<br>FAYETTE COUNTY              |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

**D. Additional Housing Information**

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                                        | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 5200 FERNANDINA RD<br>Columbia, South Carolina 29212<br>RICHLAND COUNTY                         |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 8135 UNIVERSITY CITY BLVD (UNIVERSITY)<br>Charlotte, North Carolina 28213<br>MECKLENBURG COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1655 Shiloh Road NW<br>Kennesaw, Georgia 30144<br>COBB COUNTY                                   |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1385 WADE HAMPTON BLVD W<br>Greer, South Carolina 29650<br>GREENVILLE COUNTY                    |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 3755 Shackleford Rd<br>Duluth, Georgia 30096<br>GWINNETT COUNTY                                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 649 Carl Bethlehem Rd<br>Winder, Georgia 30680<br>BARROW COUNTY                                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2034 MT ZION RD<br>Morrow, Georgia 30260<br>CLAYTON COUNTY                                      |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 5950 State Bridge Rd<br>Duluth, Georgia 30097<br>FULTON COUNTY                                  |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1000 THORNTON ROAD<br>Lithia Springs, Georgia 30122<br>DOUGLAS COUNTY                           |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2635 Peachtree Pkwy<br>Suwanee, Georgia 30024<br>GWINNETT COUNTY                                |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

**D. Additional Housing Information**

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                        | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 2450 CUMBERLAND PKWY<br>Atlanta, Georgia 30339<br>COBB COUNTY                   |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1655 SHILOH ROAD NW<br>Kennesaw, Georgia 30144<br>COBB COUNTY                   |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2350 DALLAS HWY<br>Marietta, Georgia 30064<br>COBB COUNTY                       |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 680 LAMAR HUTCHESON PKWY<br>Riverdale, Georgia 30274<br>CLAYTON COUNTY          |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 520 N Bellaire Extension Road<br>Evans, Georgia 30809<br>COLUMBIA COUNTY        |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2815 HOME DEPOT BLVD<br>Rock Hill, South Carolina 29730<br>YORK COUNTY          |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 6400 Peachtree-Dunwoody Rd<br>Sandy Springs, Georgia 30328<br>FULTON COUNTY     |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 17111 STATESVILLE ROAD<br>Cornelius, North Carolina 28031<br>MECKLENBURG COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1070 Flowers Rd<br>Greensboro, Georgia 30642<br>GREENE COUNTY                   |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 10012 Blueridge Drive<br>Blue Ridge, Georgia 30513<br>FANNIN COUNTY             |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                                                | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 1491 WO EZELL RD<br>Spartanburg, South Carolina 29301<br>SPARTANBURG COUNTY                             |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 5600 SUN SET BLVD<br>Lexington, South Carolina 29072<br>LEXINGTON COUNTY                                |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 449 Roberts Ct NW<br>Kennesaw, Georgia 30144<br>COBB COUNTY                                             |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 3605 Sandy Plains Rd<br>Marietta, Georgia 30066<br>COBB COUNTY                                          |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 3355 COBB PKWY<br>Acworth, Georgia 30101<br>COBB COUNTY                                                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 924 Dawsonville Hwy<br>Gainesville, Georgia 30501<br>HALL COUNTY                                        |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 210 COOLEY WAY<br>Villa Rica, Georgia 30180<br>CARROLL COUNTY                                           |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 5415 BALLANTYNE COMMONS PKWY (S.<br>CHARLOTTE)<br>Charlotte, North Carolina 28277<br>MECKLENBURG COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 230 Steven B Tanger Blvd<br>Commerce, Georgia 30529<br>JACKSON COUNTY                                   |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1614 SANDIFER BLVD<br>Seneca, South Carolina 29678<br>OCONEE COUNTY                                     |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                   | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 7701 TWO NOTCH RD<br>Columbia, South Carolina 29223<br>RICHLAND COUNTY     |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1580 Holcomb Bridge Rd<br>Roswell, Georgia 30076<br>FULTON COUNTY          |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2008 MAGWOOD RD<br>Charleston, South Carolina 29414<br>CHARLESTON COUNTY   |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 140 Maxwell Lane<br>Dahlonega, Georgia 30533<br>LUMPKIN COUNTY             |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4101 Roswell Rd<br>Marietta, Georgia 30062<br>COBB COUNTY                  |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4543 Log Cabin Drive<br>Macon, Georgia 31204<br>BIBB COUNTY                |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1530 8TH STREET DR., SE<br>Hickory, North Carolina 28602<br>CATAWBA COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 7399 DOUGLAS BLVD<br>Douglasville, Georgia 30135<br>DOUGLAS COUNTY         |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4141 ATLANTA HIGHWAY<br>Loganville, Georgia 30052<br>WALTON COUNTY         |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1785 WHISKEY ROAD<br>Aiken, South Carolina 29803<br>AIKEN COUNTY           |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                                  | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 145 DEPOT DRIVE<br>Hiram, Georgia 30141<br>PAULDING COUNTY                                |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1551 Hwy 441 South<br>Clayton, Georgia 30525<br>RABUN COUNTY                              |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4343 TILLY MILL RD<br>Atlanta, Georgia 30360<br>DEKALB COUNTY                             |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 620 HWY 17 N<br>North Myrtle Beach, South Carolina 29582<br>HORRY COUNTY                  |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1032 RESEARCH CENTER<br>Atlanta, Georgia 30331<br>FULTON COUNTY                           |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4121 HIGHWAY 78<br>Lilburn, Georgia 30047<br>GWINNETT COUNTY                              |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1220 N. WENDOVER ROAD (WENDOVER)<br>Charlotte, North Carolina 28211<br>MECKLENBURG COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4101 Roswell Rd<br>Marietta, Georgia 30062<br>COBB COUNTY                                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 951 OAK FOREST LANE<br>Myrtle Beach, South Carolina 29577<br>HORRY COUNTY                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2870 E. FRANKLIN BLVD.<br>Gastonia, North Carolina 28056<br>GASTON COUNTY                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                                | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 2120 Hamilton Creek Pkwy<br>Dacula, Georgia 30019<br>GWINNETT COUNTY                    |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1200 E W CONNECTOR SW<br>Austell, Georgia 30106<br>COBB COUNTY                          |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4750 SOUTH BLVD. (SOUTH BLVD.)<br>Charlotte, North Carolina 28217<br>MECKLENBURG COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1740 Epps Bridge Rd<br>Athens, Georgia 30606<br>CLARKE COUNTY                           |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 3313 CLOVERLEAF PLAZA<br>Kannapolis, North Carolina 28083<br>CABARRUS COUNTY            |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 100 Gentilly Blvd<br>Cartersville, Georgia 30120<br>BARTOW COUNTY                       |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 17 Highway 515<br>Blairsville, Georgia 30512<br>UNION COUNTY                            |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1825 NORMAN DR<br>Valdosta, Georgia 31601<br>LOWNDES COUNTY                             |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2490 MEADOW CREST<br>Greensboro, Georgia 30642<br>GREENE COUNTY                         |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1025 HWY 19 NORTH<br>Thomaston, Georgia 30286<br>UPSON COUNTY                           |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                                    | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|---------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 9501 ALBEMARLE ROAD (E. CHARLOTTE)<br>Charlotte, North Carolina 28227<br>MECKLENBURG COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1116 HWY 9 BYPASS WEST<br>Lancaster, South Carolina 29720<br>LANCASTER COUNTY               |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2525 PIEDMONT ROAD NE<br>Atlanta, Georgia 30324<br>FULTON COUNTY                            |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 10210 CENTRUM PKWY<br>Pineville, North Carolina 28134<br>MECKLENBURG COUNTY                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1219 WESTOVER BLVD<br>Albany, Georgia 31707<br>DOUGHERTY COUNTY                             |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 13171 HWY 142 NW<br>Covington, Georgia 30014<br>NEWTON COUNTY                               |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1100 BULLSBORO DR<br>Newnan, Georgia 30265<br>COWETA COUNTY                                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2715 HWY 54 W<br>Peachtree City, Georgia 30269<br>FAYETTE COUNTY                            |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2300 E MAIN STREET<br>Spartanburg, South Carolina 29307<br>SPARTANBURG COUNTY               |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4028 Lawrenceville Hwy<br>Lilburn, Georgia 30047<br>GWINNETT COUNTY                         |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

**D. Additional Housing Information**

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                              | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 4136 Jimmy Carter Blvd<br>Norcross, Georgia 30093<br>GWINNETT COUNTY  |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 3885 JONESBORO RD SE<br>Atlanta, Georgia 30354<br>CLAYTON COUNTY      |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1330 DOGWOOD DR<br>Conyers, Georgia 30013<br>ROCKDALE COUNTY          |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 5851 Spout Springs Rd<br>Flowery Branch, Georgia 30542<br>HALL COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 5300 Windward Pkwy<br>Alpharetta, Georgia 30004<br>FULTON COUNTY      |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1435 HIGHWAY 16 W<br>Griffin, Georgia 30223<br>SPALDING COUNTY        |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1480 Satellite Blvd<br>Suwanee, Georgia 30024<br>GWINNETT COUNTY      |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1414 TALLAHASSEE HWY<br>Bainbridge, Georgia 39819<br>DECATUR COUNTY   |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 11075 TARA BOULEVARD<br>Lovejoy, Georgia 30250<br>CLAYTON COUNTY      |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1750 JONESBORO RD<br>Mcdonough, Georgia 30253<br>HENRY COUNTY         |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

**D. Additional Housing Information**

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                         | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 1062 RICHARD D SAILORS<br>Powder Springs, Georgia 30127<br>COBB COUNTY           |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 12262 HWY 17 BYPASS<br>Murrells Inlet, South Carolina 29576<br>GEORGETOWN COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1280 Curtis Pkwy<br>Calhoun, Georgia 30701<br>GORDON COUNTY                      |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2213 NORTH HIGHWAY 17<br>Mt. Pleasant, South Carolina 29466<br>CHARLESTON COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1339 S PLEASANTBURG DR<br>Greenville, South Carolina 29605<br>GREENVILLE COUNTY  |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 226 Power Center Dr<br>Dawsonville, Georgia 30534<br>DAWSON COUNTY               |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 279 Tucker Blvd<br>Dallas, Georgia 30157<br>PAULDING COUNTY                      |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 450 VETERANS PKWY NORTH<br>Moultrie, Georgia 31768<br>COLQUITT COUNTY            |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 3427 CLEMSON BLVD<br>Anderson, South Carolina 29621<br>ANDERSON COUNTY           |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2200 Riverstone Blvd<br>Canton, Georgia 30114<br>CHEROKEE COUNTY                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

**D. Additional Housing Information**

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                     | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 190 MARYMEADE DR<br>Summerville, South Carolina 29483<br>DORCHESTER COUNTY   |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 669 FAIRVIEW ROAD<br>Simpsonville, South Carolina 29680<br>GREENVILLE COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 499 Bobby Jones Expressway<br>Augusta, Georgia 30907<br>RICHMOND COUNTY      |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 4120 Highway 20<br>Buford, Georgia 30518<br>GWINNETT COUNTY                  |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 870 Woodstock Rd<br>Roswell, Georgia 30075<br>FULTON COUNTY                  |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2150 WEST SPRING STREET<br>Monroe, Georgia 30655<br>WALTON COUNTY            |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1500 Rome Highway<br>Cedartown, Georgia 30125<br>POLK COUNTY                 |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1500 Layfayette Pkwy<br>Lagrange, Georgia 30240<br>TROUP COUNTY              |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 103 Hicks Drive<br>Rome, Georgia 30161<br>FLOYD COUNTY                       |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 65 FAIRVIEW ROAD<br>Ellenwood, Georgia 30294<br>CLAYTON COUNTY               |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

**D. Additional Housing Information**

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                                        | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 14310 RIVERGATE PARKWAY (STEELE CREEK)<br>Charlotte, North Carolina 28273<br>MECKLENBURG COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1833 VETERANS BLVD<br>Dublin, Georgia 31021<br>LAURENS COUNTY                                   |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 285 FORUM DRIVE<br>Columbia, South Carolina 29229<br>RICHLAND COUNTY                            |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 870 Woodstock Rd<br>Roswell, Georgia 30075<br>FULTON COUNTY                                     |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2011 CENTRAL AVE<br>Cordele, Georgia 31015<br>CRISP COUNTY                                      |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 240 TURNERSBURG HWY<br>Statesville, North Carolina 28625<br>IREDELL COUNTY                      |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1332 SOUTH PARK ST<br>Carrollton, Georgia 30117<br>CARROLL COUNTY                               |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 6607 CALHOUN MEMORIAL HW<br>Easley, South Carolina 29640<br>PICKENS COUNTY                      |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 9037 Hwy 92 Suite 100<br>Woodstock, Georgia 30189<br>CHEROKEE COUNTY                            |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2620 WATSON BLVD<br>Warner Robins, Georgia 31093<br>HOUSTON COUNTY                              |                                                 | 11/9/2026       | 12/9/2026     | 3                  |

**D. Additional Housing Information**

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**C. Additional Place of Employment Information**

| 1. Name of Agricultural Business § | 2. Place of Employment *                                                        | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Pure Beauty Farms Inc              | 79 WOODRUFF IND'L LANE<br>Greenville, South Carolina 29607<br>GREENVILLE COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 2490 N PLEASANTBURG DR<br>Greenville, South Carolina 29609<br>GREENVILLE COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | West Radio Drive<br>Florence, South Carolina 29501<br>FLORENCE COUNTY           |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 1670 Scenic Hwy N<br>Snellville, Georgia 30078<br>GWINNETT COUNTY               |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
| Pure Beauty Farms Inc              | 875 Lawrenceville-Suwanee Rd<br>Lawrenceville, Georgia 30043<br>GWINNETT COUNTY |                                                 | 11/9/2026       | 12/9/2026     | 3                  |
|                                    |                                                                                 |                                                 |                 |               |                    |
|                                    |                                                                                 |                                                 |                 |               |                    |
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**D. Additional Housing Information**



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| 1. Type of Housing *                                                                                              | 2. Physical Location *                                      | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Inspection Entity *                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------|------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations | 279 Tucker Blvd<br>Dallas, Georgia 30157<br>PAULDING COUNTY |                                     | 1                | 10                   | <input type="checkbox"/> Local authority<br><input checked="" type="checkbox"/> SWA<br><input type="checkbox"/> Other State authority<br><input type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____ |
| <input type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations            |                                                             |                                     |                  |                      | <input type="checkbox"/> Local authority<br><input type="checkbox"/> SWA<br><input type="checkbox"/> Other State authority<br><input type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____            |
| <input type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations            |                                                             |                                     |                  |                      | <input type="checkbox"/> Local authority<br><input type="checkbox"/> SWA<br><input type="checkbox"/> Other State authority<br><input type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____            |
| <input type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations            |                                                             |                                     |                  |                      | <input type="checkbox"/> Local authority<br><input type="checkbox"/> SWA<br><input type="checkbox"/> Other State authority<br><input type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____            |
| <input type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations            |                                                             |                                     |                  |                      | <input type="checkbox"/> Local authority<br><input type="checkbox"/> SWA<br><input type="checkbox"/> Other State authority<br><input type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____            |

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



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

*a. Job Offer Information 1*

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Agricultural truck driver duties will include, in addition to driving to worksites, the loading and unloading of trucks, while delivering products. Tasks may include company equipment set up and break down, product maintenance such as displaying, watering and culling. Worker will drive truck or tractor/trailer combination with a Gross Vehicle Weight Rating (GVWR) of 30,000 pounds or more to/from specified destinations within area of intended employment; maneuver trucks into and out of loading and unloading positions. Worker will perform duties in both on-road (paved) and off road conditions. Worker must possess the ability to successfully operate in rough and adverse off-road conditions. Worker must possess the ability to read a map, understand directions, use GPS and successfully navigate to a specific location; regularly climb up and down, on, into and out of truck; complete pre-trip and post-trip inspection and paperwork on trucks; perform all preventative maintenance duties to assigned fleet vehicle, as well as assist with reactive maintenance on assigned fleet vehicle. Operator is responsible for daily, weekly and monthly surface and deep cleanings of assigned fleet vehicle, including exterior, chassis, engine area and cargo carrying box. Worker is responsible for dropping truck at correct location in the yard. Service /repairs includes but is not limited to: lubricating grease points; inspecting and maintaining fluid levels, tire air pressures, belt and conveyer chain tensions, radiator and filter function; and braker performance; removing and replacing belts, wear parts, filters, lights and lenses, and chain or chain links, and making in field repairs.</p> <p>The following definitions are provided to assist all workers with the employer's work standards. Work/Job Specification Definitions: a) Sloppy: not careful or neat: showing a lack of care, attention, or effort. b) bona fide: made with earnest intent c) earnest: serious in intention, purpose, or effort: d) sustained: continuing for an extended period or without interruption. e) endurance: the ability or strength to continue or last, especially despite fatigue, stress, or other adverse conditions. f) efficiently: performing or functioning in the best possible manner with the least waste of time and effort. g) consistently: Same way over a long period of time.</p> <p>Workers should be able to work both in and out of their truck for long periods of time. Workers should be physically able to do the work required with or without reasonable accommodations and must be physically able to meet and perform all job specifications stated in job order. The ability to work in hot humid weather for extended periods of time is required. Temperatures may range from 10 to 100 F. Workers may be required to work during occasional rain showers not severe enough to stop operations. Workers will report to work at the designated time and place as directed by the supervisor each day. Employees may volunteer to work additional hours when work is available.</p> |      |                                                                |            |

*b. Job Offer Information 2*

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------------------------------------------------------------|------------------------------------------------------------------|
| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | B.6 | 2. Name of Section or Category of Material Term or Condition * | Additional Information Regarding Job Qualifications/Requirements |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Persons seeking employment for this position must be available the entire period requested by the employer and possess 36 months of verifiable prior experience driving/servicing trucks and/or tractor/trailer combinations with a Gross Vehicle Weight Rating (GVWR) of 30,000 pounds or more. This job requires a valid commercial drivers license issued by a US state or foreign equivalent. Workers must have clean driving record, must be able to prove 36 months of experience and must provide a clean MVR translated into English all of which is required by the employers insurance provider. Drivers must be at least 21 years of age and must obtain a DOT medical examiner's certificate before commencing work.</p> |     |                                                                |                                                                  |

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



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

*c. Job Offer Information 3*

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>G.1</b> | 2. Name of Section or Category of Material Term or Condition * | <b>Referral and Hiring Instructions</b> |
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Employers will accept applications from any source. Interested candidates should first contact their local State Workforce Office. Interested candidates are to review the terms, conditions, and nature of employment as shown on the ETA 790 and its corresponding attachments. Candidates who may legally work in the United States and have a copy of the job should apply at <a href="http://www.purebeautyfarms.com/careers/">www.purebeautyfarms.com/careers/</a>. Website and email is available 24/7. No applicants are to show up to the employers farm without a scheduled interview. All applicants will be required to complete an application and provide written confirmation that the employer has complied with all required disclosures. Workers should be fully apprised by the local employment office of the terms, conditions, and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Interstate (out of state) and Intrastate (in state) candidates will be interviewed over the phone. Over the phone interviews (for non-local applicants) will be done once employer has received written confirmation that the employer has complied with all disclosure requirements in accordance with MSPA 20 CFR 500.76. Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Completing an application is part of the interview process. Workers are screened for compliance with the following criteria: 1) confirm ability, availability, qualifications, and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non-local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. 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. Workers recruited against the job order from within normal commuting distance will not be provided with housing, subsistence, and transportation.</p> <p>Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete USCIS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. The employer uses the federal government's E-Verify system when hiring new employees. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act. Interview hours are generally 8:00 to 10:00 AM Eastern Time on the Wednesday of each week unless a conflict occurs, and separate plans must be arranged. Applicants can apply to the employer at any time.</p> |            |                                                                |                                         |

*d. Job Offer Information 4*

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>B.6</b> | 2. Name of Section or Category of Material Term or Condition * | <b>Job Requirements - Additional Information Regarding Job Qualifications/Requirements</b> |
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Must be physically able to meet and perform all job specifications stated in job order. Must be able to work in the hot humid weather for extended periods of time. Workers are subject to random drug testing at no cost to the employee. All drug testing will occur after the worker begins his or her employment and is not a part of the interview process. Failing or refusing a drug test will result in immediate termination.</p> |            |                                                                |                                                                                            |

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



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

*e. Job Offer Information 5*

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>A.11</b> | 2. Name of Section or Category of Material Term or Condition * | <b>Pay Deductions - Deductions</b> |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will make the following deductions from the Worker's wages: Social Security and Medicare taxes, Local, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following (if applicable): cash advances, repayment of loans, repayment of overpayment of wages to the worker, and any other charges expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the worker's hourly earnings below the stated rates. Social Security and Medicare, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if the worker request withholding and the employer agrees to do so as stated by the IRS. Where allowed or required by State, Local, or Federal law, reasonable repair cost of damage from deliberate or negligent destruction, other than that caused by normal wear and tear and so long as it can be shown that the shortage, breakage, or loss is caused by a dishonest or willful act or by the gross negligence of the employee, for damage to housing, furnishings, tools, or equipment, applicable Federal or State Taxes, and wage garnishments required by law may be deducted from the workers pay. Should employee fail to maintain housing in a clean manner which leads to degradation of the housing, employer may deduct cost of cleaning to restore housing from workers pay. Employer may make voluntary deductions at workers request for items not required to perform the job such as internet, tv, no interest cash advances, non work related medical expenses, 401K election, etc. If a worker is authorized to use company funds for purchasing items on behalf of the company, any rebate associated with the purchase constitutes funds of the company and can be deducted from worker's pay if wrongfully retained by the worker. Should the worker abandon employment or be terminated for cause, the worker may be required to reimburse the employer for cost of transportation &amp; subsistence that were advanced or reimbursed to the worker. No deductions which are for the benefit of the employer and that would bring the employee's hourly wage below the Federal Minimum Wage will be made.</p> |             |                                                                |                                    |

*f. Job Offer Information 6*

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>B.6</b> | 2. Name of Section or Category of Material Term or Condition * | <b>Job Requirements - Discipline and/or Termination</b> |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>A). Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules. c) threatens, harasses, or intimidates any supervisor, crew leader, or fellow employees, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment (5 consecutive days of unexcused absences); g) falsifies identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, or i) commits acts of insubordination, j) the employer may terminate the worker (foreign 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. Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.</p> |            |                                                                |                                                         |

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

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

*g. Job Offer Information 7*

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Discipline and/or termination continued |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |                                                                |                                                            |
| <p>B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above. Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.</p> <p>Duty to leave: Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.</p> |     |                                                                |                                                            |

*h. Job Offer Information 8*

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |                                                                |                                     |
| <p>Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management. This employer strongly urges the reporting of all incidents of discrimination, harassment, bullying, intimidation, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management. Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended. Employer will not tolerate any type of harassment or intimidation of fellow workers. If you are threatened or intimidated in any way you should report this to upper management immediately.</p> |     |                                                                |                                     |

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

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

*i. Job Offer Information 9*

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Prohibited Fees |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Prohibition of charging fees: No workers are allowed to charge other workers any fees PERIOD. This includes kickbacks, bribes, recruitment, attorney, processing, placement fees to include, free labor, or any other type of fee or service. Workers being asked for fees or services should report this immediately to employer. Workers caught charging or requesting fees will be terminated immediately. |     |                                                                |                                    |

*j. Job Offer Information 10*

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Employer is a drug free workplace. All employees and staff will be subject to reasonable suspicion and post-accident drug testing. Employees are not allowed to possess, buy, sell, manufacture or dispense any illegal drugs, prescriptions not prescribed to them or drug paraphernalia. Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor. Employers has a voluntary policy for those with drug issues and will provide that information in the employee handbook. This is only an option if it occurs prior to discipline and termination steps occur. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense an illegal drug in violation of this policy will be terminated.<br><br>All drug testing will be at employers expense and will occur after a hiring commitment has been made. Testing is not part of the hiring process. |     |                                                                |                                |

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

*k. Job Offer Information 11*

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Harassment: The employer committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of sexual harassment. Any type of sexual harassment is grounds for immediate termination. Harassment policy is fully covered in the handbook. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behavior, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behavior, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites, i) Sex stereotyping, j) Hostile actions based on their sex. Just because someone does not object to inappropriate behavior in the workplace at the time, it does not mean that they are consenting to the behavior. Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work. Harassment does not have to be of a sexual nature and can include anything listed above. Employer has a system to report these issues to ensure you are and feel safe. You do not have to tolerate harassment of any kind by anyone. |     |                                                                |                                      |

*l. Job Offer Information 12*

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Sanitation and Safety Rules<br>1) Worker must practice good personal hygiene.<br>2) Worker should wash and sanitize hands for at least 20 seconds:<br>a) Before and after working, b) Before beginning work in a different area, c) Before and after eating, d) After visiting the restrooms, toilets and port-a-johns, e) Before and after treating an open wound or cut, f) Before and after treating an individual with a cut or wound, g) After blowing of nose, h) After touching the hair or face, i) After sneezing or coughing, j) After touching anything which can cause contamination or performing maintenance, k) After any break, l) After handling any dirty raw material or garbage, m) After touching animals or animal feces,<br>3. All jewelry (ring with stones, watches, earrings, etc) must be removed before entering any work area. Wedding bands without stones are permitted (supervisor's authorization is required).<br>4. Eating food, drinking beverages, chewing gum and using tobacco products are strictly prohibited in all work areas.<br>5. Worker should use proper hand washing and toilet facilities.<br>6. Report any active case of illness to crew leader or supervisors before beginning work. Workers with bad colds, contagious diseases, boils or sores will not be allowed to contact product, equipment, boxes and containers.<br>7. If worker cuts him or herself while working, worker should stop work immediately, cover the wound, and report it to the supervisor. Keep wounds covered so that you do not contaminate the product, equipment, boxes and containers with body fluids.<br>8. All workers shall maintain neatness while in working areas.<br>9. Personal items such as pens, pencils, keys, tobacco products, cell phones, snacks, etc., shall not be carried in pockets while in working areas.<br>10. Animals are prohibited on all farm premises.<br>11. Only employer personnel and registered visitors are allowed on the employer's premises. Visitors must sign in at designated area prior to entering the premises.<br>12. Workers families and children are not allowed in any work area.<br>13. Tools, knives and sheaths must be sanitized upon entering each field, leaving each field, with each crop change and after each break. Worker should wear knife sheath at all times when working. Knife should be stored in sheath.<br>14. If issued, worker should change and have laundered at least every other day his/her uniforms, and protective clothing. If required, worker should use personal protective equipment correctly.<br>15. No glass is allowed in any work areas. |     |                                                                |                                                |

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



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

*m. Job Offer Information 13*

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Living & laundry facilities available. Housing will be clean and in compliance with OSHA Housing Standards at 29 CFR 1910.142 when occupied. Workers will be responsible for maintaining housing in a neat, clean manner. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. Workers eligible for and offered employer-provided housing may choose not to occupy the employer provided housing. Workers eligible for employer provided housing may elect to obtain their own housing at worker's expense. Workers eligible for employer-provided housing who elect to decline the employer provided housing and instead obtain their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in the Clearance Order or as amended and approved by DOL. The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to obtain their own housing. |     |                                                                |                                         |

*n. Job Offer Information 14*

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Free family housing is not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must vacate the housing upon termination of employment, within one payroll period, in compliance of local/state tenancy laws. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Housing will be kept clean & in compliance with OSHA farm labor camp standards when occupied. The housing must remain in compliance with OSHA standards during the period of occupancy. Occupants must cooperate with the employer & other workers in maintaining the housing unit in a clean condition & good repair. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the grower to be out of compliance with any federal, state or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards. |     |                                                                |                                              |

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

*o. Job Offer Information 15*

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Operating tools and equipment as applicable and noted in the job description as well as operating a motor vehicle under the influence of drugs and/or alcohol is dangerous. Operator manuals have label warnings – Do Not Operate Under the Influence of Drugs or Alcohol. Work Comp Insurance as well as vehicle insurance companies require safety compliance. Poor judgment, improper driving, etc. can result in serious and fatal accidents. Employer has a strict policy prohibiting drug use. Any drug testing will be post hire and at the employer's expense. Assisting with the employers farming operation includes lifting agricultural tools and equipment that weigh up to the lifting requirement listed at B.4.e. Employer may request but cannot require workers to work on their Sabbath. The nature of farm work may require workers to work after dark and possibly weekends depending on weather conditions. Hours offered may vary based on factors such as weather or other unpredictable variables that impact the farm's operation. (as applicable and per the job description) Employer may, at the company's sole discretion, pay workers an hourly rate above the minimum required and/or offer a bonus to any seasonal worker employed pursuant to this job order depending on how many years of experience they have obtained by working for the employer or other factors such as work performance, skill, punctuality, licensing, training, prior work experience, etc. While the employer's frequency of pay is defined in the job order, the frequency may change during the contract period as a result of factors such as payroll service provision, internal business operations, etc., but in no event will the frequency be less than twice per month. Should the Employers worker's compensation insurance policy expire during the work contract period in which workers are employed under the H-2A program, the worker's compensation insurance policy will be renewed so that workers are covered for the entire duration of the contract. The Employer may terminate a worker if a worker: refuses without justified cause to perform work for which the worker was recruited and hired; or commits a serious act of misconduct; or fails, after completing any training, to be able to perform all of the tasks described in the job order. If the worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, and the employer notifies the SWA, DOL, and USCIS in the case of an H2A worker, the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and the worker is not entitled to the three-fourths guarantee. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc., may affect workers ability to perform the work described herein.</p> |     |                                                                |                                        |

*p. Job Offer Information 16*

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p><b>WORK RULES</b></p> <p>The following other work rules are intended to provide examples of prohibited conduct, and to provide standards of conduct and performance expected of workers by the employer. Workers are expected to comply with all rules in this job order, and any other lawful job-related employer requirements. Violation of any rule in this job order, including these other work rules, and other lawful job-related employer requirements, will be considered grounds for disciplinary action, up to and including termination. This is not an all-inclusive list.</p> <ol style="list-style-type: none"><li>1. Worker must perform his/her assigned work in a careful, workmanlike manner in accordance with the provision of the job order.</li><li>2. The illegal possession, illegal use or illegal distribution of drugs on company property, while performing work on others' property, housing property, or in company vehicles/equipment is strictly prohibited. The possession use or distribution of alcoholic beverages on worksites, or in company vehicles/housing/equipment is strictly prohibited. Anyone suspected to be under the influence of drugs or alcohol will not be permitted to work. Worker may be required to take a drug and/or alcohol test. Worker may not fail or refuse to take such tests.</li><li>3. Excessive absences and/or tardiness will not be tolerated. Employees are expected to be present, on time, able, ready, and willing to perform the assigned work every workday. Two consecutive days of unexcused absences or three in a 30-day period. Violation will be CAUSE FOR IMMEDIATE TERMINATION. Five consecutive days of unexcused absences is considered abandonment of their position. Worker must report at assigned time and place each workday as directed by the crew leader and/or supervisor Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days. WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS.</li><li>4. Worker may not take unauthorized breaks from work.</li><li>5. Worker may not leave the field or other assigned work area without permission of supervisor.</li><li>6. Worker may not enter employer's premises without authorization.</li><li>7. Worker may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the supervisor.</li><li>8. Worker may not deliberately restrict production.</li><li>9. Worker may not possess weapons or ammunition on company property, while performing work on others' property, on housing property, or in company vehicles/equipment. Worker may not verbally or physically threaten another person with any tool or weapon.</li><li>10. Worker may not display immoral or indecent conduct on company property, while performing work on others' property, on housing property, or in company vehicles/equipment.</li><li>11. Worker may not engage in harassment of others.</li><li>12. Worker may not tamper with vending or cash machines.</li></ol> |     |                                                                |                               |

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



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

q. Job Offer Information 17

| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Work Rules Cont |
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| <b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br>13. Only the employees of the company are allowed on company property, on housing property, or in company vehicles/equipment. No others are allowed without permission from a supervisor.<br>14. Worker will be discharged for fighting, horseplay, or scuffling on company property, on housing property, or in company vehicles/equipment.<br>15. Worker may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without permission from the employer.<br>16. Worker may not falsify identification, personnel, medical, production or work-related records.<br>17. Worker may not willfully abuse or destroy any machinery, vehicle, equipment, tools or other property belonging to the employer or to others.<br>18. Worker may not use or operate vehicles, machines, tools, equipment or property to which the worker has not been specifically assigned by his crew leader and/or supervisor. Worker may not use or operate vehicles, machines, tools, equipment or property for their personal use unless expressly authorized by the employer.<br>19. Worker may not misuse, remove, or attempt to remove company possessions from company property, from housing property, or from company vehicles/equipment without authorization. Worker may not misuse, remove or attempt to remove fellow workers possessions.<br>20. Worker may not abuse, write or mark on, or destruct company possessions or possessions of others.<br>21. Worker must obey all safety rules, common safety practices and operating instructions. Worker must report any injuries or accidents to their supervisor or their employer as soon as possible. Unsafe work behavior or failure to report an unsafe situation will subject the worker to disciplinary action.<br>22. Worker must follow crew leader and/or supervisor's instructions.<br>23. Worker may not commit acts of insubordination – including, but not limited to, the refusal to perform assigned work, the use of malicious or profane language toward crew leaders or supervisors, or other conduct which fails to regard authority or undermines the authority of a crew leader or supervisor.<br>24. After the training period, worker is expected to possess the skills necessary to perform the job described in the job order.<br>25. Worker will not knowingly engage in any type of behavior or take any action that might cause the employer to be out of compliance with any local, state, or federal law.<br>26. Worker must not drop paper, cans, bottles and other trash in fields, packinghouse, company property, others' property, housing property, or in company vehicles/equipment. Trash and waste receptacles must be used.<br>27. Personal vehicles are not allowed in the fields. Personal vehicles will need to be left at designated location as set by the employer.<br>28. All personal entertainment devices are prohibited at work-Do not bring these to work with you.<br>29. Workers may not use cell phones, theirs or the employers, for personal use during the work period. Workers may carry and are encouraged to use cell phones in the case of a bona fide emergency. The employer is not responsible for lost or damage phones. |     |                                                                |                                    |

r. Job Offer Information 18

| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Housing Rules |
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| <b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br>This housing is temporary in-season housing provided for migrant agricultural workers employed by employer. who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing.<br>1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor.<br>2. Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants. All beds must be kept elevated at least 12 inches from the floor.<br>3. Workers must not remove light bulbs from the lights in the housing.<br>4. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.<br>5. Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor.<br>6. Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition. No person with a contagious disease should work in preparing, cooking or handling of the food.<br>7. The following is not allowed in any sleeping rooms: Electric stoves, gas stoves, hot plates, toaster ovens, refrigerators, electric heaters, air conditioning units, and open flames of any kind.<br>8. Occupants are forbidden from removing batteries from smoke detectors for any reason.<br>9. Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids MUST remain on these receptacles at all times as required by law.<br>10. Workers living in employer's housing may have guests on housing premises so long as there is no behavior hurtful to others. No persons, other than workers assigned by employer to a room, may sleep in any room. Workers may not entertain guests in or on housing premises after 9:00 p.m. Sunday - Friday, nor after 12 midnight on Saturday.<br>11. Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. on work nights, or after 12:00 a.m. on Saturday night.<br>12. Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination & removal from housing. |     |                                                                |                                  |

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

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

s. Job Offer Information 19

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>13. Workers are not to remove the paper tag from the fire extinguishers. Extinguishers are to remain in their holder.</p> <p>14. No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.</p> <p>15. Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer.</p> <p>16. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer.</p> <p>17. Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. Do not remove storage boxes provided for storing clothes and personal articles.</p> <p>18. Workers will be discharged for stealing from the employer or from other workers.</p> <p>19. The use or possession of illegal drugs will be cause for immediate termination and removal from the housing.</p> <p>20. Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law.</p> <p>21. Common drinking cups are not permitted to prevent the spread of disease and illness.</p> <p>22. Workers must keep toilet rooms lighted during the day and night.</p> <p>23. Workers must not feed any stray animals at the housing facilities. Report any stray animals to employer or designated supervisor.</p> <p>24. Workers must leave all stick props in the windows so that windows can be propped open in warm weather. Workers must not remove screens or screen mesh material from windows or doors.</p> <p>25. Workers must not remove self-closing devices from doors.</p> <p>IN THE EVENT OF AN EMERGENCY OR LIFE-THREATENING SITUATION, CALL 911. THE LOCAL AUTHORITIES WILL HAVE SOMEONE RESPOND, DEPENDING ON THE SITUATION – AN AMBULANCE, THE FIRE DEPARTMENT OR THE POLICE WILL RESPOND.</p> |     |                                                                |                                       |

t. Job Offer Information 20

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer provided inbound/outbound transportation to and from the worker's home country will be airplane, charter bus, employer operated vehicle, or other common means depending on the worker's country or State of origin. If a worker is terminated for cause or abandons employment prior to the completion of the contract, and the employer has already paid for the outbound transportation, the worker may be required to reimburse the employer unless such a reimbursement is disallowed under an applicable local, state, or federal law (ex. such a reimbursement is not allowed in New York State). The employer will either provide transportation or reimburse the worker who secured his or her own transportation. The method will be determined on a worker by worker basis based on factors such as the worker's home country (or US State) of origin, means of transportation available to the worker, capacity or lack thereof of worker to purchase his or her own transportation, worker's desire or lack thereof to coordinate one's own schedule, etc. The employer will either provide or pay for an acceptable mode of transportation, or will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved.</p> |     |                                                                |                                                  |

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

u. Job Offer Information 21

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer shall provide transportation between housing and worksite and for personal errands (e.g., groceries, banking services) in the form of car, van, or other common means controlled/operated by the employer between the place where the employer has provided housing to the actual work site and return at the end of the workday. Where the worksite and housing are at the same location, employees will walk to work. Given the nature of farming operations, the employer's vehicles, number of vehicles, and seating capacities in use change regularly, but in general, will always be 1 or more and will consist of vehicles such as cars. Cars seat up to 5 individuals. If the employer's total number of workers exceeds the total capacity of its vehicles, workers will be driven between the housing and worksite and for personal errands in staggered groups. In instances where the employer has not provided the worker his or her own means (such as one of the prior mentioned modes) or in the case that the worker does not possess the ability to operate a motor vehicle on public roadways, the employer provided pick up time will be at the scheduled begin worktime and drop off will be at the scheduled end of worktime as identified in section A. Job Offer Information of form ETA 790A with the exception of fluctuations in work schedule resulting from crop, weather, or other dictating conditions. All work related transportation will be without cost to the worker, all transportation is controlled/operated by the employer, and the means of transportation shall meet all applicable local, state, and federal safety standards. Daily transportation is available at no cost to workers who do not reside in employer provided housing and are able to return to their primary residence at the end of each day. If workers' compensation is used to cover transportation in lieu of vehicle insurance, the employer will either ensure that the workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation and it must have property damage insurance.</p> |     |                                                                |                                       |

v. Job Offer Information 22

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers must comply with local, state, and federal laws at all times. 2. Workers may not carry, possess, or use any dangerous or deadly weapon on employers premises or vehicles, growers premises or vehicles, employer provided housing or while on the clock without written consent from the employer. 3. Workers must conduct themselves professionally at all times. This includes no fighting, no stealing, no lying, no harassing, amongst other actions that any reasonable person would view as unprofessional. These actions extend to displaying professional conduct when dealing with the employer, other workers, growers, vendors, customers, or any persons related to the employer's operations. 4. Workers may not deface, destroy, misuse, relocate without permission, operate without permission, or damage any equipment, vehicles, tools, machinery, housing, property associated with the employer, growers or other workers. 5. Workers must immediately report any damage that occurs to machinery, vehicles, equipment tools, or other property belonging to the employer, growers or other workers. 6. Workers must keep housing, living quarters, common areas, work premises, vehicles, employer and grower properties orderly, neat, clean, free of trash, and in good working order. 7. Workers living in employer provided housing must follow standard housing practices such as but not limited to the following: ensuring doors and windows are shut and locked when not present, adjust heat and air to conserve energy, keep doors and windows shut and secured during adverse weather conditions, report any housing issues to employer in a timely manner, leave furniture in designated areas unless permitted by employer. The employer reserves the right to enter the housing at any time and is able to perform inspections at random to ensure housing meets applicable standards. 8. Workers must honor quiet hours at employer provided housing starting at 10:30pm and ending at 7:00am. Workers may not disrupt other workers sleep/rest periods by excessive or unnecessary noise. No persons, other than workers assigned by employer, may sleep in the housing. 9. Workers must adhere to standard safety practices such as wearing seat belts, taking appropriate water breaks on hot days as directed by supervisor or company policy, wearing personal protective equipment appropriate for the tasks being performed, complete and obey all safety trainings provided by the employer, and report any injuries, accidents, or safety concerns immediately to the supervisor. 10. Workers must perform quality and timely work, must follow supervisor's instructions, must follow good hygiene practices, must be present, able, and willing to perform assigned duties every scheduled workday at the scheduled time unless excused by the employer, whereas excessive tardiness and absences are not permitted and workers must report any absence from work prior to the scheduled start time. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence). 11. Workers may not sleep, take unauthorized breaks from work, waste time, loiter, leave assigned duties or worksites, reveal employer confidential or proprietary information to any third party, interfere with the performance of other workers or falsify identification or other personal records.</p> |     |                                                                |                                           |

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

w. Job Offer Information 23

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Minimum Requirements 2 |
| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>12. Workers may not make long distance phone calls on employer provided lines, use electronic devices/cellphones during work hours, accept personal gifts from employer's vendors or customers or enter employer's premises without employer's explicit permission. 13. Workers may not report to work or be present on the worksite, operate employer owned equipment, tools, vehicles, etc while under the influence of alcohol or illegal drugs. Workers may not possess alcohol or illegal drugs on or in any employer or grower controlled properties, equipment, or vehicles unless written consent is provided by the employer. In the event the employer provides consent to possessing alcohol at housing, excessive use of alcohol or drunk and disorderly conduct is not permitted and is grounds for termination. 14. Smoking is only allowed in areas designated by the employer. Employer does not permit pets of any kind. |     |                                                                |                                           |

x. Job Offer Information 24

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Workers Needed |
| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season. Employer anticipates hiring local workers in addition to this job order being filed. |      |                                                                |                             |

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

y. Job Offer Information 25

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| 3. Details of Material Term or Condition (up to 3,500 characters) *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |                                                                |                                     |
| <p>Driving Policies</p> <p>The Fleet Safety Program comprises six components: recruitment, job requirements, training, preventive maintenance, accident investigation, and company vehicles for personal use. Applicable to all candidates and current employees, the recruitment process emphasizes driver selection through background checks, motor vehicle record reviews, and interviews. Training, a vital component, involves new-hire and periodic sessions covering defensive driving techniques and behavior modification. Basic vehicle operation principles, traffic violations, refueling guidelines, and distracted driving policies are outlined, focusing on employee responsibility and safety. The preventive maintenance section underscores routine maintenance according to manufacturer specifications, with pre-trip inspections and a clear process for placing a vehicle out of service when defects are identified. The policy also covers accident investigation procedures, emphasizing the importance of immediate reporting and documentation. Regarding company vehicles for personal use, prior permission is required, and any unauthorized personal use may result in suspension or loss of driving privileges. Specialty vehicles, such as golf carts, have specific guidelines to ensure safe operation on company premises. The policy concludes with the inclusion of Company Vehicle Incident Cameras, designed to enhance safety, prevent incidents, and protect assets. Privacy considerations for biometric information collected by these cameras are outlined, emphasizing compliance with applicable laws and regulations. In summary, PBF's Fleet Safety Policy reflects a comprehensive commitment to employee safety, covering recruitment, training, preventive maintenance, accident investigation, and technology-driven measures to ensure safe and responsible driving practices among its workforce. If applicable, the worker may be required to read and speak the English language sufficiently to converse with the general public, understand highway traffic signs and signals in English, respond to official inquiries, and make entries on reports and records.</p> |     |                                                                |                                     |

z. Job Offer Information 26

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