

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



A. Job Offer Information

1. Job Title * Agricultural Equipment Operators							
2. Workers Needed *	a. Total 10	b. H-2A Workers 10	Period of Intended Employment				
			3. First Date * 10/15/2026	4. Last Date * 5/15/2027			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						☐ Yes ☒ No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
66	a. Total Hours 11	c. Monday 11	e. Wednesday 11	g. Friday		a. 7 : 00 ☒ AM	☐ PM
0	b. Sunday 11	d. Tuesday 11	f. Thursday 11	h. Saturday		b. 6 : 00 ☐ AM	☒ PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)							
This is a Skill Level II position that requires at least three (3) month verifiable experience operating agricultural equipment on a farm that grows leafy greens, row crop vegetables, and melons. The Agricultural Equipment Operator is responsible for operating and maintaining tractors, implements, vehicles, trailers, and other agricultural equipment used in crop production. The position supports agricultural activities including soil preparation, planting, cultivating, crop applications, irrigation, and harvesting. The employee must operate equipment safely and efficiently, identify and communicate equipment issues, perform routine maintenance, and follow established agricultural and workplace safety procedures. Workers will also perform reasonably expected routine maintenance, servicing, adjustments, and minor repairs on the agricultural equipment, machinery, implements, vehicles, and other equipment they operate or use in performing assigned agricultural duties. Workers are expected to identify and address routine maintenance needs and minor operating problems that would reasonably be encountered by an agricultural equipment operator in the normal course of operating farm equipment.							
8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer \$	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$				
\$ 16 .24	☒ HOUR ☐ MONTH	\$ 00 .00	\$14.37 (H-2A Foreign Worker)				
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						☐ Yes ☒ N/A	
10. Frequency of Pay: * ☒ Weekly ☐ Biweekly ☐ Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.)							
See Addendum C							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
☒ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
☐ a. Certification/license requirements		☒ f. Exposure to extreme temperatures	
☒ b. Driver requirements		☒ g. Extensive pushing or pulling	
☐ c. Criminal background check		☒ h. Extensive sitting or walking	
☒ d. Drug screen		☒ i. Frequent stooping or bending over	
☒ e. Lifting requirement <u>60</u> lbs.		☒ j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		☐ Yes ☒ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
716 E Military Hwy			
2. City *	3. State *	4. Postal Code *	5. County *
San Juan	Texas	78589	Hidalgo County
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) * The employer owns or leases and operates all worksites listed. Workers will be assigned worksites depending on crop needs and weather conditions. Worksites are all in Hidalgo County. Texas			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			☒ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *			
1207 West Expressway 83			
2. City *	3. State *	4. Postal Code *	5. County *
Pharr	Texas	78577	Hidalgo County
6. Type of Housing (check only one) * ☐ Employer-provided (including mobile or range) ☒ Rental or public		7. Total Units * 5	8. Total Occupancy * 10
9. Identify the entity that determined the housing met all applicable standards: * ☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) * The employer will assign housing units.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			☐ Yes ☒ N/A

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E. Provision of Meals

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

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

The employer will furnish cooking facilities, utilities and utensils at no cost to workers occupying employer provided or rental accommodation housing. Workers will purchase their own food and prepare meals. The employer will provide free transportation at least once a week for groceries, supplies, and/or banking services to workers living in employer provided housing.

In the event kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register or as otherwise approved by the U.S. Department of Labor.

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.)

Employer operated and/or provided vehicles are provided daily at no cost to those residing in employer-provided housing to and from designated worksites and weekly transportation to closest town/city for personal errands (e.g., groceries, banking services).

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.)

All criteria for this benefit are identical for eligible foreign and domestic workers.

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 *
+1956-586-4099

3. Extension §
N/A

4. Email Address to Apply *
jobs@riofresh.com

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

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No

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

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

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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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 * Morley	2. First (given) name * Christine	3. Middle initial §
4. Title * President		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 8/31/2026
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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 §
Rio Fresh, Inc	GPS 26.09697498 -98.15454732 San Juan, Texas 78589 HIDALGO COUNTY	Farm #1 Desenreis	10/15/2026	5/15/2027	10
Rio Fresh, Inc	GPS 26.10233079 -98.1581743 San Juan, Texas 78589 HIDALGO COUNTY	Farm #1 Fred	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.10446145 -98.15234157 San Juan, Texas 78589 HIDALGO COUNTY	Farm #1 Guarjardo NW	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.10218791 -98.15543316 San Juan, Texas 78589 HIDALGO COUNTY	Farm #1 Guajardo S	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.09432758 -98.15603164 San Juan, Texas 78589 HIDALGO COUNTY	Farm #1 Little 80 N	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.09032537 -98.15667707 San Juan, Texas 78589 HIDALGO COUNTY	Farm #1 Little 80 S	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.13822254-98.13296078 Alamo, Texas 78516 HIDALGO COUNTY	Chris Block	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.11461559-98.11744235 Alamo, Texas 78516 HIDALGO COUNTY	Arredondo includes GPS: 26.11315332-98.1167198	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.1471056. -98.17307936 Pharr, Texas 78577 HIDALGO COUNTY	Keller	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.15484967-98.1669258 Pharr, Texas 78577 HIDALGO COUNTY	Hofland 1-4 includes GPS:26.15077572 - 98.16920439	10/15/2026	5/15/2027	10

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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 §
Rio Fresh, Inc.	GPS 26.14711907-98.17751024 Pharr, Texas 78577 HIDALGO COUNTY	Floodway 60	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS: 26.11427928-98.17316729 PHARR, Texas 78577 HIDALGO COUNTY	Chona	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.13275-98.1731 Pharr, Texas 78577 HIDALGO COUNTY	Bradshaw GPS also includes : 26.13312997-98.17620405	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.14436748-98.15656225 Pharr, Texas 78577 HIDALGO COUNTY	Chambers 17 Chambers Triangle also includes GPS: 26.1405101-98.1481871 26.14107068-98.15674016 26.14080692-98.15054845 26.14117734-98.15312793 26.13674 -98.15801 26.13923073-98.15691914 Pharr and San Juan, TX Gin Block N & S also include GPS: 26.09431914-98.13504631	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.09765378-98.1317485 Alamo, Texas 78516 HIDALGO COUNTY	Gin Block N & S also include GPS: 26.09431914-98.13504631	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.15514539-98.14929498 Alamo, Texas 78516 HIDALGO COUNTY	Vaca Loca	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.12280661-98.17726815 Pharr, Texas 78577 HIDALGO COUNTY	Rancho Nuevo Also includes GPS 26.11887582-98.17842202	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.11948269-98.17547205 Pharr, Texas 78577 HIDALGO COUNTY	Millanario (RN SE)	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.10079984 -98.15886172 San Juan, Texas 78589 HIDALGO COUNTY	Farm #1 Mora North	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.09747125 -98.16047453 San Juan, Texas 78589 HIDALGO COUNTY	Farm #1 Mora South	10/15/2026	5/15/2027	10

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Rio Fresh, Inc.	GPS 26.11700333-98.1083586 Alamo, Texas 78516 HIDALGO COUNTY	Gomez also includes GPS: 26.11490058-98.10827443 26.11215178-98.10829122 26.11558961-98.11220606 26.11273092-98.11181195	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS -98.1770326.12612 Pharr, Texas 78577 HIDALGO COUNTY	Tanner also includes GPS: -98.1733626.12469 -98.1719226.12257	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.13690274-98.12954433 Alamo, Texas 78516 HIDALGO COUNTY	Stiers also includes GPS: 26.1422436-98.12842293 26.14519613-98.1285402 26.13430755-98.12314889	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.13017-98.17373 Pharr, Texas 78577 HIDALGO COUNTY	Also includes GPS 26.12940849 -98.1760443 Mesquite N & S	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.1162385-98.17517522 Pharr, Texas 78577 HIDALGO COUNTY	Island	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.08440066-98.17726984 Pharr, Texas 78577 HIDALGO COUNTY	Doffing includes GPS: 26.08068041-98.17802619 26.07589778- 98.17920524 26.08408 -98.1731 26.08102 -98.17394 26.0818159 -98.16994238 26.07763614-98.17085398 26.07623 -98.17282 26.0732 -98.17158 26.0773579-98.17703299	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.12649533-98.1238058 Alamo, Texas 78516 HIDALGO COUNTY	Frost includes the following GPS: 26.12875546-98.11816471 26.12645047-98.10920132 26.12790998-98.11369198 26.12414134-98.10611196 26.12474235-98.11302587 26.13172059-98.11778777 26.13336651-98.11786284 26.13507653-98.11797752 26.13620473-98.11695719 26.13501122-98.11282941 26.13168138-98.11372485 26.13234659-98.11046804 26.12839877-98.10547 26.13081183-98.10783976 26.13960097-98.12502044 26.13644666-98.12478792 26.13721039-98.12009106	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.11479619-98.1791596 Pharr, Texas 78577 HIDALGO COUNTY	Fermins	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.11088484-98.17462075 Pharr, Texas 78577 HIDALGO COUNTY	Knapp 32-34 also includes GPS: 26.11283832- 98.17803592 26.11166489-98.17471182 26.11231014-98.17363837	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.13855266-98.13684407 Alamo, Texas 78516 HIDALGO COUNTY		10/15/2026	5/15/2027	10

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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 §
Rio Fresh, Inc.	GPS 26.08135856-98.1292684 Alamo, Texas 78516 HIDALGO COUNTY	Vasquez 5	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.08335741-98.13364914 Alamo, Texas 78516 HIDALGO COUNTY	Also includes GPS: 26.08564601-98.12989101 Santa Ana 20 & 60	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.095087-98.144895 San Juan, Texas 78589 HIDALGO COUNTY	Krenmueller Farm includes GPS:26.091719 -98.11333126.088724-98.150314 26.083992-98.115093 26.090037-98.104447 26.072258-98.111827 26.086221-98.100025 26.077049-98.097842 in San Juan and Donna, TX	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.10147331 -98.16295447 Pharr, Texas 78577 HIDALGO COUNTY	Farm #1 Mora West	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.08616729 -98.15409113 San Juan, Texas 78589 HIDALGO COUNTY	Farm #1 Palo Blanco N	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.08286632 -98.15554013 San Juan, Texas 78589 HIDALGO COUNTY	Farm #1 Palo Blanco S	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.08333584 -98.13147071 Alamo, Texas 78516 HIDALGO COUNTY	Farm #2 L Block	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.10257913-98.13932561Alamo78516 Alamo, Texas 78516 HIDALGO COUNTY	Morin 1-8 Includes GPS: 26.10127918-98.13511254 26.10245033-98.13596748 26.10549 -98.13451 26.1059 -98.13151 26.10814925-98.12994272 26.10448832-98.1292573 26.10717677-98.12599728	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.09679516 -98.12364731 Alamo, Texas 78516 HIDALGO COUNTY	Schuster 1-6 Includes GPS:26.09622638-98.1200061 26.10131381-98.12319165 26.09994668-98.11944759 26.10375785-98.12277325 26.10323669-98.11918689	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.132715-98.146506 San Juan, Texas 78589 HIDALGO COUNTY	Krenmueller Farm 111- 32 SE includes GPS:26.131597-98.142386 26.121965-98.149489 26.122292-98.153781 26.107424-98.143061 26.100429-98.140235 26.103616-98.142682 26.132233-98.149424 26.098273-98.144513 26.100541-98.144258 26.092403-98.137052 26.090004-98.137503 26.091657-98.132974 26.089599-98.133263	10/15/2026	5/15/2027	10

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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 §
Rio Fresh, Inc.	GPS 26.103898-98.168745 San Juan, Texas 78589 HIDALGO COUNTY	Koenigsmeyer Farm includes GPS: 26.133367-98.154455San Juan 26.096413-98.170323San Juan 26.108463-98.149725San Juan 26.115926-98.12877Alamo 26.089546-98.116825San Juan 26.125766-98.146493San Juan 26.122057-98.146965San Juan 26.110429-98.126525San Juan	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.1524. -98.14618 San Juan, Texas 78589 HIDALGO COUNTY	Kuby 11-15 includes GPS: 26.1537163 -98.14244549 San Juan, TX 26.15183965-98.14324505. San Juan, TX 26.15190181-98.13692206 Alamo, TX 26.15005929-98.13811326 Alamo, TX 26.14822824-98.13238396 Alamo, TX 26.14562102-98.1328463 Alamo, TX	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.08977572-98.17918747 Pharr, Texas 78577 HIDALGO COUNTY	Knapp 12--31 also includes GPS: 26.08914725-98.17518514 26.08850855-98.17195116 26.09255861-98.17478601 26.09534611-98.17399399 26.09724579-98.17385489 26.0995365-98.17341873 26.10313-98.17305 26.10029475-98.17188908 26.09285736-98.17853264 26.09528524-98.17827956 26.09793648-98.17879976 26.10382413-98.17913208 26.10487 -98.17714 26.10868604-98.1805019 26.11225944-98.17982721 26.10687678-98.17635346 26.10862 -98.17617 26.11082855-98.17607035	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.11568431 -98.14829434 San Juan, Texas 78589 HIDALGO COUNTY	Farm #9 Jansik 1-8 includes GPS 26.11337778-98.14885745 26.1164045-98.15240963 26.11658623-98.15656809 26.11395483-98.15785754 26.11320829-98.15451194 26.11148122-98.15281475 26.11195219-98.1565339	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.14879166-98.13990553 Alamo, Texas 78516 HIDALGO COUNTY	Kuby 5 -10 includes 26.14601-98.139 26.14274191-98.1413529 26.14279595-98.13771647 26.142411-98.13356864	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.14620783-98.14726702 San Juan, Texas 78589 HIDALGO COUNTY	Kuby Includes GPS: 26.14353764-98.1449526 26.14634532-98.1438162 26.1485276-98.14281542	10/15/2026	5/15/2027	10
Rio Fresh, Inc.	GPS 26.07743748. -98.1917375 Pharr, Texas 78577 HIDALGO COUNTY	Davis 1A-4D Includes GPS Davis 1A26.07743748-98.1917375 Davis 1B26.07722482-98.18947615 Davis 1C26.07399004-98.192143 Davis 1D26.0736054-98.19009673 Davis 2A26.07445967-98.18786232 Davis 2B26.07398354-98.1857882 Davis 3A26.0713714-98.19275685 Davis 3B 26.07016072-98.19078331 Davis 4A26.06788445-98.18907577 Davis 4B26.07056826-98.1863773 Davis 4C26.06830557-98.18681586 Davis 4D26.06556901-98.18735218	10/15/2026	5/15/2027	10

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. Deductions may be made for the recovery of any loss to the employer due to damage beyond wear and tear. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Health Insurance is a benefit that some employers offer their workers for preventative care and medical expenses. If workers elect to participate in the health care plan, they may choose to pay for premiums by a payroll deduction for any additional health insurance in addition to the no cost workers' compensation coverage provided by the employer.			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Prohibited and Unacceptable Conduct Per 20 CFR 655.135 (j), The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor. This provision does not prohibit employers or their agents from receiving reimbursement for costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport, or visa fees. Worker will be reimbursed should the worker receive a visa and arrive at the place of work.			

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



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will accept referrals from any source. Candidates are encouraged to register at their nearest employment office per 20 CFR 655.152(j) (i.e. State Department of Labor), where they will be apprised of the terms and conditions of employment and will refer applicants for a hiring interview if the applicant is qualified for employment. After coordinating referral with local order holding office, referring SWA should contact employer to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently. Applicants can call Tonya at 956-586-4099 between 9:00 am - 3:00 pm CST for information about the job or an application and/or interview. This is a landline and if there is no answer, applicants may leave a message with their name and contact number. Text messages or Whats App messages will not be accepted forms of application. Federal law requires that all employees show proof of identity and eligibility to work. The employer complies with the law and will require all employees to provide documentation within the first three days of employment. Only the farm manager, management or the owners have the authority to hire workers. If you want to recommend someone for hire, please refer that person to your manager. Workers must meet all the following criteria: 1.Are available and indicate willingness to work the contract period 2.Agree to abide by all material terms and conditions of employment. 3.Have transportation to job site at start of season for non-local workers (workers that cannot reasonably return home at end of workday) and daily for local workers. 4.Are legally entitled to work in the U.S. 5.Satisfy all minimum job requirement and are able, willing and qualified to perform the work. The employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135. Qualified U.S. workers may apply for the job during the positive recruitment period and through 50% of the contract period. Eligibility for seasonal work will depend upon the applicants qualifications. Working in one season or year does not guarantee or create an expectation of employment in a future season or year.			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job-related reasons. The employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor before leaving the place of employment or terminated because of an act of God which makes fulfillment of the work contract impossible or if a foreign worker is displaced by a U.S. worker in accordance with 20 CFR 655.122(i)(4). The employer will reimburse the workers for appropriate and reasonable inbound transportation costs (modes of transportation may verify, but could include charter bus, plane, taxi, etc.), VISA, CBP fee, and daily subsistence fees within the first work week in accordance with the FSLA requirements. Workers that do not complete 50% of the work contract may have inbound transportation reimbursement fees deducted from their final paycheck if they are terminated, quit or abscond from employment. The employer may arrange inbound or outbound transportation to the workplace via charter bus, commercial bus and/or air transportation after workers receive visas. The carriers will meet federal transportation standards for commercial carriers.			

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

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer will 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. If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide or pay 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 worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses. The employer understands it 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 50 percent rule as described in § 655.135(d) with respect to the referrals made after the employer's date of need. For inbound and outbound, the employer will provide or pay for charter bus services, commercial bus services or airline reservations or other modes of transportation to groups of workers or 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 in addition to the daily subsistence as specified in Section F. 3. Outbound: Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation will be provided with their outbound transportation and daily subsistence checks before leaving the employer's workplace. Workers may select any means of transportation home they choose; however, the reimbursement is limited to lesser of the per worker cost of employer provided transportation or the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower for any damages, injuries, and personal or property losses. At the time of filing, the modes of inbound and outbound transportation are not known, as the workers are permitted to select the means of transportation and will be reimbursed/paid no less than the most economical and reasonable common carrier transportation charges for the distances involved for inbound travel and outbound travel (when required).			

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer operated and/or provided vehicles are provided daily at no cost to those residing in employer-provided housing to and from designated worksites and weekly transportation to closest town/city for personal errands (e.g., groceries, banking services). Due to the nature of farming operations, the employers' vehicles, number of vehicles, and seating capacities in use may change regularly, but in general, will always be 2 or more and will consist of vehicles such as pickups, cars, vans, or farm machinery. At the time of filing the employer intends to comply with the provisions of Section 655.122(h)(4) by providing daily transportation, and any other transportation, via vehicles as defined in 29 CFR 500.103 to 500.105 and in accordance with the safety standards therein (e.g., vehicles seating no more than 9 passengers such as cars, pickups, station wagons, agricultural machinery/equipment, and vans or buses seating 10 or more passengers). The type of vehicle used may be subject to change due to operational necessities (e.g. mechanical failure requiring vehicle replacement). Eligible workers that decline employer-provided housing are responsible for their own daily transportation to and from designated worksite(s).			

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

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Vehicle safety standards at 29 CFR § 500.104 will apply and all vehicles comply with applicable local, State and Federal law and regulations, as well as, at minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required by law. All vehicles will be covered under the employer's insurance policy. 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. A transportation schedule is not available as workday start and stop times are subject to change daily depending on farm duties, weather, and crop conditions. Workers will be apprised of the workday schedule and will be responsible for driving to the worksites or meeting the daily transportation each morning either at employer provided housing and, if applicable, central pick-up points to the place(s) of employment. If workers are not assigned their own vehicle to use for transportation, workers will be apprised at the end of the workday when the transportation will be departing the worksite(s).			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Worker must possess requisite physical strength and endurance to repeat the job duties throughout the workday. Workers must work at a sustained, vigorous pace and make bona-fide efforts to work efficiently and consistently that are reasonable under the climatic and all other working conditions. All work-related injuries must be immediately reported to the crew leader, foreman, or supervisor. If light duty work is assigned for a worker's compensation injury, the worker will be expected to return to work and perform the light duty work upon advice from a physician and the workers compensation insurance company. Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non-passenger intended equipment unless instructed and authorized by the employer or supervisor to do so. All work-related injuries must be immediately reported to the crew leader, foreman, or supervisor. The employer may pay a higher hourly rate based on tenured performance, the Employer may, at its discretion, pay higher hourly rates for workers performing specialized duties or pay discretionary bonuses. These higher rates will be based on individual factors including demonstrated skill/knowledge after hire, demonstrated experience after hire, certifications, and performance, and will be offered to all qualified H-2A and corresponding U.S. workers on the same terms. Such payments do not change the primary job classification or required experience level. Paychecks Paychecks are issued weekly. Workers are responsible for following employer's guidance on time keeping for payroll hours. It is forbidden to falsify time records, to clock in or out for another person or to ask someone to clock in or out on someone else's behalf. It is against company policy to pay cash; all pay is issued via company checks. The employer will use direct deposit or pay cards to pay wages.			

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i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) * Please report any of the following conduct immediately to your supervisor or the main office. This conduct is prohibited. 1.If someone promises work in exchange for money or a favor; 2.If someone refers you to work in exchange for money or a favor; 3.If someone tells you that you will not be hired unless you pay them money; 4.If you are offered extra pay for anything other than your work; 5.If you are offered cash pay; or 6.If you are asked to do anything with a paycheck issued to someone other than yourself (such as to sign for, endorse, deposit or cash the check) The company may discipline and/or terminate a worker for lawful job-related reasons. The following are examples of unacceptable conduct. This is not an exclusive list. The company will respond to violations of these rules and any improper conduct based on the seriousness of the offense. There is no guarantee of progressive discipline – some conduct will result in termination on the first offense. Discipline and termination is in the company's sole discretion. •Failure or refusal to carry out job assignments and management requests; •Falsification of any work, personnel, or other company records, including entering false information into the time clock or clocking in/ out for another person; •Dishonesty, including unauthorized taking of company equipment, property or funds; •Discrimination against or harassment of co-workers in retaliation against co-workers who complain about discrimination or harassment; •Possession, use, sale or being under the influence of alcohol or illegal drugs during work hours or on company property. "Illegal drugs" includes all substances scheduled under the federal Controlled Substances Act (including marijuana) and including prescription drugs taken without or contrary to a prescription. Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence alcohol or illegal drugs. •Employer may terminate workers for alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing. •The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if the employer discovers a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. •Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit absences and/or tardiness or failure to call in when absent or late for work. •Bringing weapons onto company property; •Deliberate damage to company property or property belonging to another employee; •Verbal abuse, fighting or threatening another employee; •Violating safety rules or misuse of equipment during the work day or at the housing facility; •Very poor job performance; •Violation of any other company policy.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) * General Job Specifications: 1.Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established farm safety guidelines, practices and procedures. 2.Must wear all required and assigned personal protective equipment always when required to do so. Employee must wear proper clothing and footwear depending on the season. All footwear must be closed-toe due to safety precautions. Workers may not use a cellphone or handheld device while operating equipment 3.The employer or designated employee will provide instructions and general supervision. Employees will be expected to conform to the specific instructions given for each day's work. 4.Workers are expected to be on premises and ready to begin work at the beginning of their scheduled shift. If a worker will be absent or late, they must let the Manager or Foreman know as soon as possible, but in all cases, before the scheduled shift begins. The worker may leave a voicemail stating the reason for being absent or late and, if possible, a phone number where they may be reached 5.Employees will be required to attend an orientation on workplace rules, policies and safety information. 6.All work sites covered by this clearance order and all facilities of the employer are drug free workplaces. Employees must not report for work, enter employers' property, or perform service while under the influence of or having used illegal controlled substances. Employees must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. 7.No non-employees will be permitted in or adjacent to the work site. In particular, no children may be present at or adjacent to work sites or left in vehicles during the workday. Employees arriving at work with non-working children or other non-employees will be sent home. 8.Employees who are eligible for employer provided housing will have employer arranged transportation from the housing to the worksite			

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k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * No Complete, No Rehire Policy 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. Employer has 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 the employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately and 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 on a case-by-case basis. Employees 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. Workers who are consistently unable to perform their duties in a timely and proficient manner consistent with applicable industry standards for all workers, considering all factors, will be provided training in accordance with employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the employee to work more efficiently. If performance does not improve after coaching and several warnings, the employee may be terminated. These standards are not linked to any specific productivity measure.			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 1. Housing Terms
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer will provide housing at no cost for H-2A workers and those in corresponding employment who are not reasonably able to return to their residence within the same day in accordance with 20 CFR 655.122(d). Separate sleeping rooms will be designated for male and female employees. Kitchen and other common facilities may be shared depending on the housing location(s). The employer will distribute and post housing rules. Workers who do not comply with housing rules will face progressive discipline, up to and including termination of employment and removal from the housing. Workers who are provided with housing by the employer must vacate housing promptly at end of contract period or upon termination, in accordance with state law. Employer will assign employee housing accommodations. Persons not authorized by the employer may not occupy employer-provided housing. Workers residing in employer-provided housing may invite or accept guests to their living quarters, common areas, or outdoor spaces near the housing during hours outside of the workday. Because sleeping quarters are shared among multiple workers, guests may not remain in shared sleeping quarters overnight or during designated quiet hours 10:00 pm to 6:00 am, in order to protect the safety and rest of all residents sharing that space. Guests remain welcome in common areas and outdoor spaces outside of work hours, provided their presence does not create a safety concern or interfere with other residents' ability to rest. This restriction applies equally to all workers and is intended solely to protect shared living conditions. Access to housing by authorized government personnel, job service outreach workers, and invited guests is permitted in common areas, as long as, their presence does not disrupt nor interfere with the right of quiet enjoyment of all housing residents. During working hours, visitors must check in and be approved by the H-2A manager or farm manager in order to protect the safety of workers and their belongings.			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 2. Housing Terms
3. Details of Material Term or Condition (up to 3,500 characters) * Laundry facilities will be provided to workers at the housing location. If laundry facilities are not available at the housing location, the employer will provide (furnish) access to a laundry facility and pay for up to two loads of washing and drying laundry a week. Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them. Workers must report housing issues including pests, rodents and repair and maintenance issues immediately to H-2A office. Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters. Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary air conditioning or heat before leaving for work each morning. Workers must close all doors and windows while using heat or air conditioner and during adverse weather conditions. Per 20 CFR 655.122(d), 653.501(c)(3)(vi): "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." Workers agree to have deductions made from paychecks for damages to housing because of breakage, damage caused by the worker dishonest of willful act, loss for damage of equipment beyond normal wear and tear consistent with state employment regulations, if found to have been the responsibility of the employee. Workers may not be under the influence of drugs or alcohol in employer provided housing or return to the employer provided housing while drunk or under the influence of drugs. There is no alcohol allowed in employer provided housing.			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 1. Work Schedule
3. Details of Material Term or Condition (up to 3,500 characters) * The anticipated hours listed represent the normal work schedule. Due to the nature of the work, the growing season, weather, and the requirement to send the commodity to customers when needed, it is the prevailing practice to work more or different hours than those listed. A worker may be offered more than the specified hours of work including Sunday hours; however, the worker will not be required to work for more than the number of hours specified in the job order, or on the worker's Sabbath or Federal holidays. Depending on the time of year, working conditions and ag equipment, work hours and days may vary. Work will be offered on Sundays during high activity periods and the weekly hours could vary depending on environmental conditions. Certain ag equipment will be operated 24 hours, so shift work should be anticipated. There may be periods where workers are offered a day or night shift as agricultural equipment may need to operate 24 hours a day. Due to field conditions, job duties may also require split shifts (e.g. 5:00 to 10:00 am and 5:00 pm to 9:00 pm) Workday start times vary depending on the weather. depending on the time of year, hours of daylight, and production requirements. Workers must be able to work varying shifts as required by the season and work performed. Workers are notified of any change in the start times. There may be periods when little or no work will be available due to weather, time of year, and the requirements of the cropping or growing season. Work may be performed during rain or cool temperatures and/or in high humidity and in temperatures over a 100 degrees F. Worker may be required to work in fields when fields are wet with dew/rain and should have suitable clothing for variable weather conditions.			

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o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - 1. Additional Job Duties
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Specific Job Duties: Operates tractors, implements, farm machinery, vehicles, trailers, and other agricultural equipment used in crop-production activities. Performs field operations across the full production cycle, tilling and preparing soil, planting, cultivating, applying crop materials, irrigating, and harvesting. Attaches, detaches, adjusts, and operates implements as needed for each assigned task. Inspects equipment before and during operation, watching for mechanical, operational, or safety concerns, and promptly reports malfunctions, maintenance needs, damage, or other issues to the supervisor. Handles daily inspections and both preventative and routine maintenance on tractors, implements, vehicles, trailers, and other equipment; keeps everything in safe, serviceable condition, and assists with basic adjustments and minor repairs when appropriate. Operates motor vehicles safely, in compliance with applicable Texas driving laws and company requirements. Connects, tows, maneuvers, and disconnects trailers used to transport equipment, materials, workers or supplies. Handles crop-application materials in accordance with required training, product instructions, and established safety procedures. Follows equipment operating instructions, required training, company policy, and agricultural safety procedures at all times. Uses sound judgment around machinery, implements, vehicles, trailers, field operations, and crop-application materials. Keeps the work area clean and safe, and properly stores equipment, tools, and materials after use. Performs other agricultural equipment operating duties related to crop production as assigned.			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - 2. Additional Job Duties
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Physical and Work Requirements: Able to work outdoors for extended periods in the heat and weather conditions typical of South Texas. Able to lift and carry 60 pounds. Able to perform the physical work associated with agricultural equipment operation and field activities, safely entering, exiting, operating, and working around tractors, vehicles, implements, trailers, and other equipment. Able to understand and successfully complete required equipment, operational, and safety training. Able to understand and follow verbal and written instructions. Able to recognize unsafe conditions and take appropriate action to prevent injury or equipment damage. Required Skills and Qualifications: Knowledge of, or the ability to learn, the safe operation of tractors and agricultural equipment. Ability to identify and report equipment operating and maintenance issues. Ability to perform routine equipment inspections and preventative maintenance. Knowledge of basic agricultural equipment and field-production practices. Ability to safely tow and maneuver trailers behind motor vehicles. Ability to understand and comply with applicable driving and workplace safety requirements.			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - 3. Additional Job Duties
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Dependable attendance and punctuality are a requirement and the ability to work the hours necessary to support agricultural operations, including extended hours when required by planting, crop applications, or harvesting activities. Unexcused absence(s) or tardiness from work will result in disciplinary action up to and including termination of employment. A valid driver's license is required, and the worker must be insurable through the employer's auto insurance policy. The employer has a drug-testing policy. Employees may be subject to random drug and alcohol testing, for cause/suspicion or if an injury occurs during work hours. All other duties assigned under this order will be those duties of Agricultural Equipment Operator and Farm Worker and Laborer Crop, Nursery and Greenhouse, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Codes 45-2091 and 45-2092.			

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Terms and Conditions.
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Pay Stubs The employer will furnish to the worker on or before each payday a written statement showing the workers' total earnings, hourly rate, piece rate, hours of work offered, hours worked, itemization of deductions, units produced if paid by piece rate, beginning and ending dates of pay period, employer's name, employer's address and employer's Federal Identification number in accordance with 20 CFR 655.122(k). Unemployment Insurance Domestic workers are generally covered by unemployment insurance. Foreign workers are generally not eligible for unemployment insurance benefits. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed. Workers' Compensation All employees are covered by workers' compensation insurance in accordance with state law. This insurance provides payment of medical benefits and time loss payments to a worker who is accidentally injured on the job. Employer assures that its workers' compensation policy will remain valid throughout the contract period. Workers' Comp is coverage specifically designed to cover workplace injuries and illnesses and is provided by the employer. Tools & Equipment The employer will furnish without charge all tools, supplies and personal protective equipment required to perform the job. Deductions in pay for breakage, loss or damage of equipment or tools beyond wear and tear will be made in accordance with state law. To secure a replacement at no cost for an employer provided item, the worker must present the worn-out item to be replaced. Human Trafficking You may contact the services or hotline listed below if you think that you may be a victim of trafficking: • Emergencies: 911 • Human Trafficking Hotline: 1-888-373-7888 REQUIRED DEPARTURE: The employer must inform H-2A workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, unless the H-2A worker is being sponsored by another subsequent H-2A employer. ARRIVAL/DEPARTURE RECORDS: Employees permit the employer and/or employer's agents to access electronically issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections. OTHER TERMS AND CONDITIONS: The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if the employer discovers a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.			

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