

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



A. Job Offer Information

1. Job Title * Grain Storage Facility Operator							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		2	2	3. First Date * 11/20/2026		4. Last Date * 2/20/2027	
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 *	
35	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	0	h. Saturday
						a. 8 : 00 ☒ AM ☐ PM	
						b. 4 : 00 ☐ AM ☒ PM	
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) Perform agricultural work at the employer's on-farm grain storage facilities. Receive, dry, condition, aerate, transfer, and store corn, rice, soybeans, wheat, and other employer-grown crops. Operate grain dryers, augers, conveyors, grain legs, fans, scales, tractors, loaders, and other farm and grain-handling equipment. Monitor grain temperature and moisture levels; inspect stored grain for spoilage, insects, and other quality concerns; prepare scale tickets and maintain basic grain-storage records; level grain; shovel grain; load and unload grain; remove and dispose of spoiled grain; and clean grain bins, pits, elevators, dryers, conveyors, and surrounding work areas. Transport employer-grown crops between the employer's on-farm grain storage facilities and transport stored crops as needed using farm vehicles and equipment. All transportation duties involve crops grown by the employer and are incidental to the employer's farming operation. Perform routine maintenance and minor mechanical repairs on grain-storage facilities, grain-handling equipment, farm vehicles, and related machinery. Clean, organize, and maintain grain-storage areas, farm shops, equipment, and surrounding grounds. Winterize grain-handling equipment, facilities and other on-farm buildings; remove vegetation and debris; and perform other agricultural labor related to the handling, storage, preservation, and preparation for market of crops grown by the employer. Duties may require prolonged standing, walking, bending, stooping, climbing, shoveling, and lifting. The Employer may request, but shall not require, workers to work on his or her Sabbath.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 09 . 95		☒ HOUR ☐ MONTH		\$ 00 . 00		\$8.84 H2A	
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): N/A							
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							

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



B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
☒ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3. Training: number of <u>months</u> required. *	
2		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 _____ lbs.		☒ j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
☐ Yes ☒ No			
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)			
Two (2) months experience required for job duties listed. Must be able to obtain driver's license within thirty (30) days following the hire and obtain and maintain a clean driving record.			

C. Place of Employment Information

1. Place of Employment Address/Location *			
8010 Tupper Bayou Road			
2. City *	3. State *	4. Postal Code *	5. County *
Isola	Mississippi	38754	Humphreys County
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
NONE			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			☐ Yes ☒ N/A

D. Housing Information

1. Housing Address/Location *			
8010 Tupper Bayou Road			
2. City *	3. State *	4. Postal Code *	5. County *
Isola	Mississippi	38754	Humphreys County
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		1	2
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) *			
NONE			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			☐ Yes ☒ N/A

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



E. Provision of Meals

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

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

The employer will furnish free and convenient cooking and kitchen facilities and space for food preparation, as well as the necessary equipment, appliances (including refrigeration), cooking accessories, and dish washing facilities (e.g., adequate sinks with hot and cold water under pressure) that are in working condition and will be used by workers to sufficiently prepare three (3) meals per day. Employer will provide transportation to ensure workers have access to stores where they can purchase groceries and/or other incidentals and necessities.

2. The employer: *

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

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

F. Transportation and Daily Subsistence

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

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

See Addendum C.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

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

See Addendum C.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than

\$ 16 . 78

per day *

b. no more than

\$ 68 . 00

per day with receipts

G. Referral and Hiring Instructions

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



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

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

Green Land Planting Co., LLC

Telephone: (662) 836-6002

Applicants should contact their local workforce agency. Once referred, applicants may contact Green Land Planting Co., LLC to schedule an interview. Interviews of applicants will be conducted by telephone or in person from 8:00am to 4:00pm, Monday through Friday. No interviews will be conducted without a scheduled appointment.

2. Telephone Number to Apply *
+1 (662) 836-6002

3. Extension §
N/A

4. Email Address to Apply *
d.burton@agri-world.com

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

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No

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

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

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



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

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

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

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

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

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

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

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

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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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



5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 9/13/2026
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H-2A Agricultural Clearance Order
Form ETA-790A Addendum C
U.S. Department of Labor



H. Additional Material Terms and Conditions of the Job Offer

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>) * Social Security, Medicare, federal, and state taxes will be withheld from earnings of U.S. workers pursuant to federal, state, and local law. The employer may withhold federal and state income taxes on wages earned by the foreign H-2A worker only if both the employer and foreign H-2A worker agree to make such withholdings. All workers are subject to deductions for willful destruction of employer property. Such deductions will only be made up to the reasonable repair or replacement cost of such damage. No deductions will be made for any damage that is the result of normal wear and tear incidental to the intended use of such property.			

b. Job Offer Information 2

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>) * Green Land Planting Co., LLC (hereinafter, "Employer") will permit or otherwise allow the workers to select any reasonable means of transportation (e.g., air, bus, rental car, etc.) they choose to get to (inbound) and from (outbound) the place of employment from the place of recruitment; and the Employer will advance or reimburse the workers at no less than the most economical and reasonable common carrier transportation for the distances involved. Further, the Employer will reimburse or advance the necessary funds to the worker for the related daily subsistence associated with such inbound and outbound travel. The Employer will advance or reimburse the worker \$16.78 per day if the worker is unable to provide receipts, and a maximum of \$68.00 per day if the worker can provide receipts.			

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	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>) * Green Land Planting Co., LLC (hereinafter, "Employer") provides all workers access to free transportation via pickup trucks. The workers will be provided free transportation to the work site from their housing units each morning, and will be provided free transportation from the work site back to the housing units at the end of the work day. If any of the workers desire or require transportation for work related or proper personal reasons (e.g., medical, food, necessities, etc.), the Employer will provide transportation, free of charge, to the workers via a pickup truck on an as-needed basis. The transportation schedules will depend solely on the jobs to be performed each day, and accordingly, there is no fixed transportation schedule other than the fact that the workers will be provided free transportation to and from the worksite each day, and are also allowed to go to the local stores at a minimum of once a week, but more frequently if requested or otherwise necessary. If the worker needs or requests transportation for work or proper personal reasons and permission is granted by the Employer, the Employer will provide transportation at no charge to the worker. The Employer will ensure that the worker has transportation to reach local stores and businesses for errands, groceries, and other necessities as needed by the worker. The Employer also provides these transportation benefits to other workers in corresponding employment that do not reside in the Employer-provided housing. The Employer uses two (2) pickup truck for its workers' transportation needs. The Employer provides, operates, and controls each of the pickup trucks. Below are the descriptions of said pickup trucks: (1) Ford F-250; 2024 Model; Crew Cab; Max occupancy of 6; (2) Ford F-150; 2016 Model; Crew Cab; Max occupancy of 6.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Attendance and Work Schedule
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * **All job requirements and employment policies provided in this contract provide guidance to workers regarding acceptable conduct standards. These policies are not intended to be comprehensive. Violation of any lawful, job-related employer requirements are grounds for disciplinary action, up to and including immediate termination at the employer's discretion. ** Workers will report to work at the specified time and place each day as directed by the employer and must be able and willing to perform. Excessive tardiness or absences is not permitted. Excessive tardiness is defined as unexcused arrival for work after the regularly scheduled time for five unexcused days within a 30-day period or late arrival for three consecutive days. Excessive absence is defined as 5 days of unexcused absence within a 30-day period or three consecutive days of unexcused absence. Workers must report any absence from work prior to the scheduled start time. Due to conditions outside of the employer's control such as weather, crop condition, etc., workers should expect occasional periods of little or no work any time throughout the contract period. Workers may not extend/abuse work breaks to use sanitation facilities including toilet and hand washing facilities.			

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



H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Safety
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers must follow all safety policies as instructed by the employer or supervisor. Workers may not report for work under the influence of alcohol or illegal drugs. Workers may not possess, use, manufacture, or sell illegal drugs. Workers must handle all work related materials with care to avoid injury or damage, use toilet and hand washing facilities and practice good personal hygiene, raise safety and health concerns with the employer, inform the employer or supervisor immediately in the event of an injury, and drink water often on hot days to ensure adequate hydration while working. Workers may not enter the employer's premises without authorization, except the housing location assigned to the workers. Workers may not harass, threaten, intimidate, coerce or otherwise interfere with the performance of fellow employees. Behavior or actions that create an intimidating or hostile work environment will result in immediate disciplinary action. Throwing objects or engaging in scuffling or fighting on the employer's premises may result in immediate termination. Use of personal electronic devices is generally not permitted during work hours. Workers may not possess, carry, or use any dangerous or deadly weapon. Violation of any safety policies could result in immediate termination.			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Employment Policies
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers must be present at the scheduled start time at their assigned worksite. Work may not be performed by the workers prior to the scheduled start time and may not be performed after the scheduled stoppage of work on any workday without express consent from the employer. Workers may not remove, damage, or amend any employer notices/posters that are required by federal or state law. Workers may not operate or use any equipment that has not been specifically assigned to them. Personal use of vehicles or other property is permitted only if workers have express permission from the employer. Workers must follow all instructions from the employer or supervisors. Workers may not leave the assigned work area during work hours without the employer's permission. Workers may not take unauthorized breaks from work, except to use of toilet, field sanitation facilities, or to obtain drinking water. Workers may not waste time, sleep, or other delay work during work hours. Workers may not perform careless/sloppy work. "Careless/sloppy work" is considered work that demonstrably falls below the standard of reasonable care, exhibiting a lack of attention to detail, significant errors, inconsistencies, or omissions, resulting in equipment damage, corrective work, or financial loss for the employer. Workers performing careless/sloppy work may be subject to progressive discipline, including but not limited to warnings and/or termination, depending on the severity of the infraction or other factors. Workers may not interfere with the performance of fellow workers, steal from fellow workers, deliberately restrict production of or damage products, or abuse or destroy any employer property. Workers must report any damage to or breakdown of equipment or tools to the employer or supervisor.			

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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Employer Provided Housing
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer possesses and controls employer-provided housing at all times. Workers may not have guests in employer provided housing after 11:00 PM, except on Saturdays when guest may not stay past 12:00 AM midnight. Individuals other than the workers may not sleep in the employer-provided housing. Workers must keep employer provided living quarters, common areas, and kitchen and cooking facilities clean, neat, and in good repair, with the exception of normal wear and tear. Workers must report any problems with the assigned living quarters to the employer immediately upon discovery. Workers may not separate, disassemble, or move beds. Workers may not cook in non-kitchen areas in employer-provided housing. Workers may not leave trash in the fields, housing premises, or other work areas. Trash should be disposed of in the proper waste repositories, which must otherwise remain lidded. Workers and guests may not engage in illegal activities on employer's premises. Workers may not interrupt or interfere with other workers' rest/sleep periods with excessive or unnecessary noise or commotion. Employer reserves the right to enter the housing at any time. Random inspections may be performed to ensure that housing is properly maintained to applicable standards. Upon termination of employment or end of contract, workers must leave employer provided housing.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Termination For Cause
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer may, in accordance with 20 CFR 655.122(n), terminate the worker "for cause." Termination of a worker by the employer "for cause" shall include but not be limited to termination based on any of the following grounds: (1) a material breach of the employer's work contract with the worker, also known as the ETA-790A and any other documents that the employer provides to the worker as part of the work/employment contract; (2) failure to perform the duties set forth in the ETA-790A or work contract in a satisfactory manner; (3) any willful failure to perform or willful failure to perform competently any of the employer's instructions (which may be conveyed through managers or supervisors) or any of the workers' fundamental functions or duties set forth in the ETA 790A or work contract; (4) willful disregard of the employer's policies and procedures; (5) engagement in willful misconduct or acting in bad faith with respect to the employer; (6) any act of personal dishonesty or a breach of trust in connection with the worker's responsibilities to the employer resulting in substantial personal enrichment of the worker; (7) unauthorized or repeated absences, tardiness, early quitting, or failure to report absences or provide information; (8) unauthorized time away from work area; (9) performing personal work during work hours; (10) failure to meet housekeeping responsibilities; (11) unprofessional, abusive, or disruptive language or behavior; (12) violation of policy against harassment; (13) failure to use safety precautions; (14) lack of attention to job responsibilities; (15) failure to follow prescribed job work procedures; (16) failure to notify supervisor of absence before beginning of work hours; (17) failure to follow supervisor's instructions; (18) violating security rules; (19) violation of the alcohol and drug policy; (20) dishonesty in any form; (21) lack of cooperation in any workplace investigation; (22) lack of courtesy or cooperation with co-employees, customers, supervisors, vendors, etc.; (23) unauthorized use of materials, vehicles, or equipment, including telephones, computers, voice mail, e-mail, and other electronic systems; (24) posting or removal of notices, signs, or writing in any form on bulletin boards or Company property without approval; (25) falsifying any records, such as vouchers or reports, related to insurance claims, personal absences, illness, time, production, expenses, and so forth; (26) damaging, defacing, or misusing the employer's property or the property of others; (27) insubordination; (28) theft, misappropriation, unauthorized possession or removal of the employer's or another's property; (29) workplace violence or weapons policy violations; (30) inattention to job duties; (31) threatening, intimidating, coercing, or interfering with anyone on the employer's property; (32) acts of animal cruelty.			

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



H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Smoking Policy
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * There shall be no smoking in the office, the employer's equipment or vehicles, the shop, the employer-provided housing, or any of the other buildings of the employer.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Cell Phone Policy
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Cell phones may be used on the farm but should be reserved for break and lunch times unless there is a personal emergency or the worker needs to contact the employer, manager, or supervisor directly. Calling or texting on cell phones while operating equipment or vehicles is prohibited except in the event of an emergency, at which time worker is to contact the employer, the proper authorities, or any other individual capable of responding or otherwise assisting the worker in the event of an emergency.			

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