



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

**IMPORTANT:** In accordance with 20 CFR 653.500, all employers seeking U.S. workers to perform agricultural services or labor on a temporary, less than year-round basis through the Agricultural Recruitment System for U.S. Workers, must submit a completed job clearance order (Form ETA-790) to the State Workforce Agency (SWA) for placement on its intrastate and interstate job clearance systems. Employers submitting a job order in connection with an H-2A Application for Temporary Employment Certification (Form ETA-9142A) must complete the Form ETA-790 and attach a completed 790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed 790B. Employers and authorized preparers must read the general instructions carefully, complete ALL required fields/items containing an asterisk (\*), and any fields/items where a response is conditional as indicated by the section (§) symbol.

**I. Clearance Order Information**

| FOR STATE WORKFORCE AGENCY (SWA) USE ONLY    |   |                                      |                     |
|--|---|--------------------------------------|---------------------|
| Questions 1 through 17                       |   |                                      |                     |
| 1. Clearance Order Number *                  | 2. Clearance Order Issue Date *                         | 3. Clearance Order Expiration Date * |                     |
| 2179489                                      |   | 7/7/2021                             |                     |
| 4. SOC Occupation Code *                     | 5. SOC Occupation Title *                               |                                      |                     |
| 45-2092.00                                   | Farmworkers and Laborers, Crop, Nursery, and Greenhouse |                                      |                     |
| SWA Order Holding Office Contact Information |   |                                      |                     |
| 6. Contact's last (family) name *            |   | 7. First (given) name *              | 8. Middle name(s) § |
| OKULEY                                       |   | MICHAEL                              | P                   |
| 9. Contact's job title *                     |   |                                      |                     |
| MANAGER                                      |   |                                      |                     |
| 10. Address 1 *                              |   |                                      |                     |
| 1076 JEFFERSON HWY                           |   |                                      |                     |
| 11. Address 2 (suite/floor and number) §     |   |                                      |                     |
|  |   |                                      |                     |
| 12. City *                                   |   | 13. State *                          | 14. Postal code *   |
| FISHERSVILLE                                 |   | Virginia                             | 24401               |
| 15. Telephone number *                       | 16. Extension §   | 17. E-Mail address *                 |                     |
| 434-872-1780                                 |   | foreignlaborcert@vec.virginia.gov    |                     |

**II. Employer Contact Information**

|  |                         |                               |
|--|-------------------------|-------------------------------|
| 1. Legal Business Name *                                     |                         |                               |
| Crown Orchard Company LLC                                    |                         |                               |
| 2. Trade Name/Doing Business As (DBA), if applicable §       |                         |                               |
|  |                         |                               |
| 3. Contact's last (family) name *                            | 4. First (given) name * | 5. Middle name(s) §           |
| Chiles   | Henry                   |                               |
| 6. Contact's job title *                                     |                         |                               |
| Manager  |                         |                               |
| 7. Address 1 *   |                         |                               |
| 5861 Piedmont Apple Lane                                     |                         |                               |
| 8. Address 2 (apartment/suite/floor and number) §            |                         |                               |
|  |                         |                               |
| 9. City *  | 10. State *             | 11. Postal code *             |
| Covesville   | Virginia                | 22931                         |
| 12. Telephone number *                                       | 13. Extension §         | 14. Business e-mail address * |
| +1 (434) 977-0619  |                         | mtllich@lowcountrylabor.com   |
| 15. Federal Employer Identification Number (FEIN from IRS) * |                         | 16. NAICS Code *              |
| [REDACTED]   |                         | 111331                        |

**III. Type of Clearance Order**

|   |  |
|---|--|
| 1. Indicate the type of agricultural clearance order being placed with the SWA for recruitment of U.S. workers. (choose only one) * | <input checked="" type="checkbox"/> 790A (H-2A clearance order)<br><input type="checkbox"/> 790B (regular clearance order) |
|---|--|



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**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .03 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.



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**A. Job Offer Information**

|  |  |                          |   |                         |              |   |   |   |
|--|--|--------------------------|---|-------------------------|--------------|---|---|---|
| 1. Job Title * Farmworker, laborer   |  |                          |   |                         |              |   |   |   |
| 2. Workers Needed *  | a. Total   | b. H-2A                  | <b>Period of Intended Employment</b>            |                         |              |   |   |   |
|  | 110  | 105                      | 3. Begin Date * 2/6/2021                        | 4. End Date * 12/6/2021 |              |   |   |   |
| 5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? *<br>If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.   |  |                          |   |                         |              |   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |   |
| 6. Anticipated days and hours of work per week *   |  |                          |   |                         |              |   | 7. Hourly work schedule *   |   |
| 40   | a. Total Hours   | 7                        | c. Monday                                       | 7                       | e. Wednesday | 7 | g. Friday   | a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM<br><input type="checkbox"/> PM |
| 0  | b. Sunday  | 7                        | d. Tuesday                                      | 7                       | f. Thursday  | 5 | h. Saturday   | b. <u>3</u> : <u>00</u> <input type="checkbox"/> AM<br><input checked="" type="checkbox"/> PM |
| <b>Temporary Agricultural Services and Wage Offer Information</b>  |  |                          |   |                         |              |   |   |   |
| 8a. Job Duties - Description of the specific services or labor to be performed. *<br><i>(Please begin response on this form and use Addendum C if additional space is needed.)</i><br>See Addendum C   |  |                          |   |                         |              |   |   |   |
| 8b. Wage Offer *   | 8c. Per *  | 8d. Piece Rate Offer \$  | 8e. Piece Rate Units/Special Pay Information \$ |                         |              |   |   |   |
| \$ <u>12</u> . <u>67</u>   | <input checked="" type="checkbox"/> HOUR<br><input type="checkbox"/> MONTH | \$ <u>10</u> . <u>00</u> | per bin (apples)                                |                         |              |   |   |   |
| 9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *   |  |                          |   |                         |              |   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |   |
| 10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>   |  |                          |   |                         |              |   |   |   |
| 11. State all deduction(s) from pay and, if known, the amount(s). *<br><i>(Please begin response on this form and use Addendum C if additional space is needed.)</i><br>The Adverse Effect Wage Rate, the prevailing hourly wage rate, the piece rate, the agreed upon collective bargaining rate, or the federal or state minimum wage rate, whichever is greatest, will be the minimum rate of pay. At the time of submission of this order, the applicable wage is \$12.68. The Employer assures that if a change in the AEWR, prevailing hourly wage rate, or federal minimum wage rate requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. |  |                          |   |                         |              |   |   |   |



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**B. Minimum Job Qualifications/Requirements**

|  |   |  |   |
|--|---|--|---|
| 1. Education: minimum U.S. diploma/degree required. *  |   |  |   |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)  |   |  |   |
| 2. Work Experience: number of <u>months</u> required. *  | 3   | 3. Training: number of <u>months</u> required. *   | 0 |
| 4. Basic Job Requirements (check all that apply) *   |   |  |   |
| <input type="checkbox"/> a. Certification/license requirements<br><input type="checkbox"/> b. Driver requirements<br><input checked="" type="checkbox"/> c. Criminal background check<br><input checked="" type="checkbox"/> d. Drug screen<br><input checked="" type="checkbox"/> e. Lifting requirement <u>65</u> lbs. |   | <input checked="" type="checkbox"/> g. Exposure to extreme temperatures<br><input checked="" type="checkbox"/> h. Extensive pushing or pulling<br><input checked="" type="checkbox"/> i. Extensive sitting or walking<br><input checked="" type="checkbox"/> j. Frequent stooping or bending over<br><input checked="" type="checkbox"/> k. Repetitive movements |   |
| 5a. Supervision: does this position supervise the work of other employees? *   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$   |   |
| 6. Additional Information Regarding Job Qualifications/Requirements.<br><i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below) *</i><br>NONE  |   |  |   |

**C. Place of Employment Information**

|   |            |                  |   |
|---|------------|------------------|---|
| 1. Address/Location *   |            |                  |   |
| 5861 Piedmont Apple Lane  |            |                  |   |
| 2. City *   | 3. State * | 4. Postal Code * | 5. County *   |
| Covesville  | Virginia   | 22931            | Albemarle   |
| 6. Additional Place of Employment Information <i>(If no additional information, enter "NONE" below) *</i><br>NONE   |            |                  |   |
| 7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * |            |                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

**D. Housing Information**

|   |            |   |   |
|---|------------|---|---|
| 1. Housing Address/Location *   |            |   |   |
| 5175 Boaz Road  |            |   |   |
| 2. City *   | 3. State * | 4. Postal Code *  | 5. County *   |
| Covesville  | Virginia   | 229321  | Albemarle   |
| 6. Type of Housing *  |            | 7. Total Units *  | 8. Total Occupancy *  |
| Block and Frame   |            | 8   | 271   |
| 9. Housing complies or will comply with the following applicable standards: *   |            | <input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal |   |
| 10. Additional Housing Information. <i>(If no additional information, enter "NONE" below) *</i><br>See Addendum C                               |            |   |   |
| 11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? * |            |   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |



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**E. Provision of Meals**

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. \* (Please begin response on this form and use Addendum C if additional space is needed.)  
 Employer will furnish free and convenient cooking and kitchen facilities so that workers may prepare their own meals. No charge will be made for the provided beds, appliances, cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. Employer will provide (on a voluntary basis) weekly transportation to assure workers access to stores where they can purchase groceries. If for any reason the kitchen facilities become unavailable due to fire or calamity, the employer will provide 3 meals per day for which a deduction shall be made until the kitchen facilities become operable.

|   |  |
|---|--|
| 2. If meals are provided, the employer: * | <input type="checkbox"/> WILL NOT charge workers for such meals.   |
|   | <input checked="" type="checkbox"/> WILL charge workers for such meals at \$ <u>12</u> . <u>68</u> per day per worker. |

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. \*  
 (Please begin response on this form and use Addendum C if additional space is needed.)  
 The employer will provide free transportation between the employer's housing and the worksite for any worker who is provided housing. The use of transportation by the worker is voluntary, and no worker will be required as a condition of employment to utilize the transportation offered by the employer.

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.)  
 After a worker has completed fifty percent of the work contract period, the employer will reimburse the worker for the cost of transportation and subsistence from the place the worker came from to the place of work, if such costs are borne by the worker.

|   |                 |                          |                       |
|---|-----------------|--------------------------|-----------------------|
| 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 | \$ <u>12</u> . <u>68</u> | per day *             |
|   | b. no more than | \$ <u>55</u> . <u>00</u> | per day with receipts |



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**G. Referral and Hiring Instructions**

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.)*

Interested candidates are to contact their local State Workforce Agency (SWA). Candidates should be fully apprised by the local SWA office of the terms, conditions and nature of employment prior to referral and may be given a copy of the ETA Form 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability, legality to work in the US, and who are willing, able and qualified to perform the job duties may fax referrals to 434-979-6277, call in referrals at 434-977-0619 between the hours of 10am 3pm or mail them to PO Box 299, Batesville, VA 22901. Applicants referred on this job order should be advised that they must possess legal, suitable documents to complete Form I-9 as required by USCIS and the Department of Homeland Security.

Person seeking employment as a farm laborer must be available for the entire period requested by the employer, possess 3 months experience hand harvesting fruits and vegetables with verifiable sources, be subject to a post hire background check at no expense of their own and pass a post-hire free of charge drug test. These steps are intended to ensure that the safety of the work environment and end consumer is not compromised as mandated by the Global G.A.P Audit, the FDA Food Safety Modernization Act (FSMA) and the USDA Good Agricultural Practices & Good Handling Practices Audit. Convictions of criminal conduct that present a potential compromise of food security in accordance with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 will be cause for discharge. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

2. Telephone Number to Apply \*

+1 (434) 977-0619

3. Email Address to Apply \*

huff@crownorchard.com

4. 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



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

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

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. 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 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 worksites for which the employer is requesting H-2A 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 for or secure housing for 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, 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 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, 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 housing has been inspected and approved.

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).
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).

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 has come to work for the employer, whether in the U.S. or abroad to the place of employment. 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 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).





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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 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 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 sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 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 worksite(s) 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 500.105 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).

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. 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).





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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), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate 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 hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period 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 of pay, 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 assures 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, 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 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 if the worker fails to show up for work at the regularly scheduled time and place 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 U.S. 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 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 worksite 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 worksite to the subsequent employer's worksite. 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, 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 required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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**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 date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail 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 date of need expeditiously. 20 CFR 653.501(c)(3)(i).  
 If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original 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 date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and 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 *                    | 2. First (given) name *   | 3. Middle initial § |
| Chiles                                     | Henry                     |                     |
| 4. Title *                                 |                           |                     |
| Manager                                    |                           |                     |
| 5. Signature (or digital signature) *      | 6. Date signed *          |                     |
| Digital Signature Verified and Retained By | <i>Certifying Officer</i> | 1/22/2021           |

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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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 § |
|------------------------------------|--|--|---------------------------------|-----------------------------------|--------------------|
| Crown Orchard                      | 1350 Greenwood Road<br>Crozet, Virginia 22932<br>ALBEMARLE             | all begin dates should be 2/6/21 and all end dates are 12/6/21 | 2/6/2021<br><del>2/6/2020</del> | 12/6/2021<br><del>12/6/2020</del> | 105                |
| Crown Orchard                      | 2658 Crown Orchard Rd.<br>Batesville, Virginia 22924<br>ALBEMARLE      |  | <del>2/6/2020</del>             | <del>12/6/2020</del>              | 105                |
| Crown Orchard                      | 3072 Stoney Crest Ln<br>North Garden, Virginia 22959<br>ALBEMARLE      |  | <del>2/6/2020</del>             | <del>12/6/2020</del>              | 105                |
| Crown Orchard                      | 1570 Carter Mtn. Trail<br>Charlottesville, Virginia 22902<br>ALBEMARLE |  | <del>2/6/2020</del>             | <del>12/6/2020</del>              | 105                |
| Crown Orchard                      | 3599 Spring Valley Rd.<br>Afton, Virginia 22920<br>ALBEMARLE           |  | <del>2/6/2020</del>             | <del>12/6/2020</del>              | 105                |
| Crown Orchard                      | 2352 Miller Lake Rd.<br>Batesville, Virginia 22924<br>ALBEMARLE        |  | <del>2/6/2020</del>             | <del>12/6/2020</del>              | 105                |
| Crown Orchard                      | 5588 Plank Rd.<br>North Garden, Virginia 22959<br>ALBEMARLE            |  | <del>2/6/2020</del>             | <del>12/6/2020</del>              | 105                |
| Crown Orchard                      | 6000 Johnson Purvis Lane<br>Covesville, Virginia 22931<br>ALBEMARLE    |  | <del>2/6/2020</del>             | <del>12/6/2020</del>              | 105                |
| Crown Orchard                      | 2520 Red Hill Rd.<br>North Garden, Virginia 22959<br>ALBEMARLE         |  | <del>2/6/2020</del>             | <del>12/6/2020</del>              | 105                |
| Crown Orchard                      | 837 Red House Rd.<br>Rustburg, Virginia 24588<br>CAMPBELL              |  | <del>2/6/2020</del>             | <del>12/6/2020</del>              | 105                |



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**D. Additional Housing Information**

| 1. Type of Housing *    | 2. Physical Location *   | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Applicable Housing Standards *   |
|-------------------------|--|-------------------------------------|------------------|----------------------|---|
| Covesville Camp         | 5175 Boaz Road<br>Covesville, Virginia 22931<br>ALBEMARLE              | Block                               | 1                | 44                   | <input checked="" type="checkbox"/> Local<br><input checked="" type="checkbox"/> State<br><input checked="" type="checkbox"/> Federal |
| Crozet Camp             | 1388 Blair Park Rd.<br>Crozet, Virginia 22932<br>ALBEMARLE             | Wood Frame                          | 1                | 37                   | <input checked="" type="checkbox"/> Local<br><input checked="" type="checkbox"/> State<br><input checked="" type="checkbox"/> Federal |
| Crozet Camp Ext.        | 6900 Jarman's Gap Rd.<br>Crozet, Virginia 22932<br>ALBEMARLE           | Wood Frame                          | 1                | 15                   | <input checked="" type="checkbox"/> Local<br><input checked="" type="checkbox"/> State<br><input checked="" type="checkbox"/> Federal |
| Spring Valley Camp      | 3599 Spring Valley Rd.<br>Afton, Virginia 22920<br>ALBEMARLE           | Block                               | 1                | 46                   | <input checked="" type="checkbox"/> Local<br><input checked="" type="checkbox"/> State<br><input checked="" type="checkbox"/> Federal |
| Spring Valley Camp Ext. | 3635 Spring Valley Rd.<br>Afton, Virginia 22920<br>ALBEMARLE           | Block                               | 1                | 25                   | <input checked="" type="checkbox"/> Local<br><input checked="" type="checkbox"/> State<br><input checked="" type="checkbox"/> Federal |
| Carter Mtn. Camp        | 1574 Carter Mtn. Trail<br>Charlottesville, Virginia 22902<br>ALBEMARLE | Wood Frame                          | 1                | 24                   | <input checked="" type="checkbox"/> Local<br><input checked="" type="checkbox"/> State<br><input checked="" type="checkbox"/> Federal |
| Lakewood Camp #1        | 2812 Rocky Rd.<br>Rustburg, Virginia 24588<br>CAMPBELL                 | Wood frame                          | 1                | 40                   | <input checked="" type="checkbox"/> Local<br><input checked="" type="checkbox"/> State<br><input checked="" type="checkbox"/> Federal |
| Lakewood Camp #2        | 2814 Rocky Rd.<br>Rustburg, Virginia 24588<br>CAMPBELL                 | Wood Frame                          | 1                | 40                   | <input checked="" type="checkbox"/> Local<br><input checked="" type="checkbox"/> State<br><input checked="" type="checkbox"/> Federal |
|                         |  |                                     |                  |                      | <input type="checkbox"/> Local<br><input type="checkbox"/> State<br><input type="checkbox"/> Federal                                  |
|                         |  |                                     |                  |                      | <input type="checkbox"/> Local<br><input type="checkbox"/> State<br><input type="checkbox"/> Federal                                  |



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

a. Job Offer Information 1

| 1. Section/Item Number *   | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties |
|--|------|--|------------|
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br/>                     The farmworker position includes duties associated with the planting, transplanting, cultivation, harvesting, grading, loading and unloading of fresh produce such as apples, peaches, nectarines, grapes, and cherries; the pruning, thinning, fertilizing and upkeep of trees and vines; general field and crop care; farm vehicle operation and farm/field maintenance and sanitation and post-harvest cleanup. This work can require standing, walking, stooping, bending, and lifting up to 75 pounds for long periods of time outdoors in all weather conditions. It also includes making important decisions based on size, coloring, and ripeness according to prescribed standards. This work requires adherence to important food safety and quality standard operating procedures and the ability to work quickly and consistently alongside fellow workers with a positive, professional, team-based attitude and a consideration for the safety and health of fellow workers and of the consumers who will purchase and consume the fresh produce grown, harvested, packed, and shipped from the farm.</p> <p><b>Job Specifications</b><br/> <b>Crop and Field Maintenance:</b> Workers may be required to help with water runoff and trenching; assist in planting, transplanting, and crop cultivation; use backpack sprayers to maintain crop beds and fertilize; help with post-harvest cleanup; perform erosion control measures; perform pest control measures; pick up roots, rocks, limbs, and cuttings. Instruction will be given for each task and standards of performance communicated to workers. Workers will be expected to perform duties associated with irrigation.<br/> <b>Farm Vehicle &amp; Equipment Operation:</b> Workers may be required to operate farm vehicles and equipment such as trucks, vans, tractors, and sprayers. Workers will be instructed in the safety and operation of the vehicle/equipment before operating. For example, workers may drive a truck or tractor in the field to aid in harvesting, drive to and from the field to the packing shed, or drive to and from the housing unit to the work site or store. All vehicles should be driven in a manner to protect workers, harvested produce, in-field crops, and equipment.<br/> <b>Produce Harvesting:</b> Workers will be assigned a row or series of rows and required to select and pick produce according to criteria outlined and demonstrated by managers such as size, coloring, and ripeness. They will be responsible for in-field grading and discarding of poor quality, rotting, and/or over-ripened produce. Workers will gently load the good quality produce into containers, taking care to avoid damage or bruising.<br/> <b>Orchard Clean up:</b> Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, rocks, etc. They will be responsible for the removal of old and unproductive trees/vines. They must take care to not damage or destroy other trees or property in the area. Workers involved in orchard maintenance may be required to lay irrigation pipe, repair and maintain drip system, and strap and tie trees and or vines. Weeding may be done by hand with hoes or machetes.<br/> <b>Farm, Field, and Shed Sanitation:</b> Workers may be responsible for picking up trash, cleaning bathrooms, sweeping and mopping floors, cleaning equipment and other similar farm sanitation.</p> |      |  |            |

b. Job Offer Information 2

| 1. Section/Item Number *  | D.10 | 2. Name of Section or Category of Material Term or Condition * | Additional Housing Information |
|---|------|--|--------------------------------|
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br/> <b>Housing Units are comprised of wood frame, mobile home and/or block structures. All structures are built specifically for compliance with the DOL OSHA standards set forth in 29 CFR 1910.142.</b><br/>                     The units possess beds, showers, lavatories, and space for storing personal items. There is a shared kitchen with ample cooking and refrigeration, provided appliances, a common dining area and laundry facilities. All utilities are provided free of charge. Employees residing in the housing may receive mail.</p> |      |  |                                |

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

c. Job Offer Information 3

|   |      |  |                             |
|---|------|--|-----------------------------|
| 1. Section/Item Number *  | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - WAGE RATES |
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Apples - \$10.00/bin<br/>         Peaches &amp; Nectarines - \$0.20/.5 bushel<br/>         Peaches &amp; Nectarines - \$0.25/.5 bushel<br/>         Grapes - \$1.00/lug<br/>         Cherries - \$8.00/RPC container</p> <p>Pruning<br/>         Apples \$0.50/tree<br/>         Peaches/Nectarines \$0.50/tree<br/>         Grapes \$0.10/vine<br/>         Cherries \$1.00/tree</p> <p>Thinning<br/>         Apples \$0.50/tree<br/>         Peaches &amp; Nectarines \$0.50/tree<br/>         Grapes N/A<br/>         Cherries N/A</p> <p>In all cases, the guarantee of not less than the AEWR of /hour for all hours worked in the payroll period will apply. These minimum rates may be adjusted upward at the sole discretion of the employer to account for adverse conditions. If the workers piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.</p> <p>All farm work activities other than piece rate harvest will be paid based on the hourly rate specified above. The employer will make the following deductions from the worker's wages: FICA taxes and federal income tax withholdings as required by Federal, State, and local law for applicable domestic workers, cash advances and repayment of loans, repayment of overpayment of wages to the worker, recovery of any loss to the employer due to the worker's damage (beyond normal wear and tear) or loss of equipment or damage to housing where it is shown that the worker is responsible and any other deductions expressly authorized by the worker in writing. No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage. The employer will not guarantee to pay the worker a bonus but reserves the right to optionally offer a bonus if exceptional job performance is exhibited.</p> <p>Payroll Periods will be once weekly and workers will be paid on each pay period and will be provided with an earnings statement that is in accordance with 20 CFR 655.122[k]. The employer will also comply with 20 CFR 655.122[j].</p> <p>First Week Wage Guarantee<br/>         Employer will provide a worker referred through the interstate clearance system hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$506.80, for the first week starting with the originally anticipated date of need. Employer will require worker to perform alternative work if the guarantee cited in this section is invoked. The employer guarantees that the worker's compensation policy will be valid throughout the entire contract period.</p> <p>If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job no sooner than 9 days and no later than 5 days before the date of need, the worker will be disqualified from the above-mentioned assurance.</p> |      |  |                             |

d. Job Offer Information 4

|  |     |  |                          |
|--|-----|--|--------------------------|
| 1. Section/Item Number *   | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - HOUSING |
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Housing is provided at no cost to workers who are not reasonably able to return the same day to their respective residences. Housing is not provided to non-workers.</p> <p>If both male and female workers are hired, separate toilet and shower facilities are available and will be provided by the employer. There is no family housing provided as that is not the prevailing practice.</p> <p>Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Before occupancy, housing shall be in compliance with OSHA standards set forth in 29 CFR 1910.142. If there is a problem with the housing, it is the worker's responsibility to mention it to the employer. If for any reason rental housing is required, these facilities would also comply with local and state health and safety standards.</p> <p>Reasonable repair cost of damage, other than that caused by normal wear and tear, will be charged to the workers found to be responsible for the damage to housing or furnishings. The employer retains possession and control of the housing premises at all times. Workers who are provided housing under the terms of the work contract shall vacate the housing promptly upon termination of employment as state law requires.</p> |     |  |                          |



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

e. Job Offer Information 5

|   |      |  |                         |
|---|------|--|-------------------------|
| 1. Section/Item Number *  | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - JOB DUTIES |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Apples:<br/>         Thinning Apple Trees: While thinning trees, workers will be instructed as to how close together fruit should be spaced and which fruit are most desirable to leave or take. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. In some instances, fruit thinning will be done from a six-to twenty foot ladder weighing up to 50 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Rows will be assigned to each worker and it is the responsibility of the worker to complete the trees on the row according to the supervisor's instructions. Limbs must not be torn from the tree, nor should limbs be completely stripped of leaves or fruit. Proper spacing and selection of fruit are critical to maximizing the trees potential yield. Fruit thinners will thin fruit using hands to remove excess fruit taking care to walk around entire tree before moving to the next. Workers will be required to pick up and return thinning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designed supervisor. During picking, limb hauling, root hauling, hand fertilizer application, workers may be required to drive a tractor pulling a wagon through the field or between fields incidental to the job being performed. Workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.</p> <p>Pruning: While pruning trees, workers will receive proper tools for the particular job, i.e., saw, prunes, and hand snips. These tools will be returned to the employer at the end of the task. The cost of tools destroyed maliciously or lost carelessly will be charged to the worker. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. Workers will be assigned rows of trees and must prune each tree according to the predetermined standard. In some instances, fruit pruning will be done from a six to twenty -foot ladder weighing up to 50 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Workers must remove all resulting material from the fruit trees rendered from performing pruning tasks. When pruning is complete on each tree, each worker is required to rake and scatter the resulting brush in the center of the tractor/equipment middles. Workers will be required to pick up and return pruning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designed supervisor.</p> |      |  |                         |

f. Job Offer Information 6

|  |      |  |                         |
|--|------|--|-------------------------|
| 1. Section/Item Number *   | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - JOB DUTIES |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Apple Harvest: Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. In some instances, harvest will be done from a six to twenty-foot ladder weighing up to 50 lbs. All workers must be able to lift, carry, and work from the top of ladder. The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 50 lbs is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.</p> <p>Peaches/Nectarines:<br/>         Pruning Peach/Nectarine Trees: While pruning trees, workers will receive proper tools for the particular job, i.e., saw, prunes, and hand snips. These tools will be returned to the employer at the end of the task. The cost of tools destroyed maliciously or lost carelessly will be charged to the worker. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. Workers will be assigned rows of trees and must prune each tree according to the predetermined standard. In some instances, fruit pruning will be done from a six to eight foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Workers must remove all resulting material from the fruit trees rendered from performing pruning tasks. When pruning is complete on each tree, each worker is required to rake and scatter the resulting brush in the center of the tractor/equipment middles. Workers will be required to pick up and return pruning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designed supervisor.</p> <p>Thinning Peach/Nectarine Trees: While thinning trees, workers will be instructed as to how close together fruit should be spaced and which fruit are most desirable to leave or take. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. In some instances, fruit thinning will be done from a six to eight foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Rows will be assigned to each worker and it is the responsibility of the worker to complete the trees on the row according to the supervisor's instructions. Limbs must not be torn from the tree, nor should limbs be completely stripped of leaves or fruit. Proper spacing and selection of fruit are critical to maximizing the trees potential yield.</p> |      |  |                         |



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

g. Job Offer Information 7

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|---|------|--|-------------------------|
| 1. Section/Item Number *  | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - JOB DUTIES |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Fruit thinners will thin fruit using hands and/or other means to knock off excess fruit taking care to walk around entire tree before moving to the next. Workers will be required to pick up and return thinning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designed supervisor. During picking, limb hauling, root hauling, hand fertilizer application, workers may be required to drive a tractor pulling a wagon through the field or between fields incidental to the job being performed. Workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.</p> <p>Picking Peaches/Nectarines: Worker will be assigned a row, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. In some instances, harvest will be done from a six-to eight foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of ladder. The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 50 lbs is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.</p> |      |  |                         |

h. Job Offer Information 8

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|--|------|--|-------------------------|
| 1. Section/Item Number *   | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - JOB DUTIES |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Fruit Tree and Vine Planting: Workers will be responsible for preparing the land to plant new peach trees. This will/could include tilling the soil and performing soil test to ensure the survival of the tree. Workers will need to make sure the land is clear of stones, sticks, roots, etc. This will include working for hours in a bent or stooped position. When planting a tree/vine, workers must pay close attention to their supervisors' instructions to ensure survival of the tree. Workers will dig the hole by hand to the desired depth, place the tree or vine, and cover with remaining soil.</p> <p>Cherries: Workers may required to select and pick produce according to criteria outlined and demonstrated by managers such as size, coloring, and ripeness. Workers will use 6 to 20 foot ladders to harvest fruit into containers. They will be responsible for in-field grading and discarding of poor quality, rotting, damaged, and/or over-ripened produce. Workers will gently load the good quality produce into containers taking care to avoid damage or bruising.</p> <p>Grapes: Workers may be required to select and pick produce according to criteria outlined and demonstrated by managers such as size, coloring, and ripeness. They will be responsible for in-field grading and discarding of poor quality, rotting, damaged, and/or over-ripened produce. Workers will gently load the good quality produce into containers taking care to avoid damage or bruising. Workers will perform a variety of tasks under supervision in the vineyard, such as; planting, cultivating vines, weed control adding grow tubes, spraying vines and fruit, tying vines to trellises, harvesting fruit lading and unloading. Primary tasks are grape production and agricultural activities, including planting and cultivating vines, installing and maintain trellises and irrigation, cleaning equipment and harvesting grapes. Performs vineyard canopy management to permit light and air to circulate around grapevines, including thinning fruit and removing shoots and vines. Performs vineyard maintenance actives, such as weed control with mower, hand tools and chemicals. Spray vines and fruit wit herbicides, pesticides, and fungicides. May perform general tasks relatives to the vineyard operation. Work may also include mechanized filed work using power equipment such as tractors, planters, sprayers, cultivators, and other equipment. Work will also include the use offhand tools, including but not limited to loppers, limb/tree saws and pruning shears.</p> |      |  |                         |



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

i. Job Offer Information 9

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| 1. Section/Item Number *  | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - TRANSPORTATION |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will not repay transportation for workers that do not have legal, suitable documents to comply with DHS/USCIS (Form I-9), are discharged for lawful job-related reason, apply for employment knowingly unable to perform the job activities, or who abandon employment. This benefit is not applicable to local workers who are not eligible for employer-provided housing. Upon completion of the work contract, the employer will pay economic costs of a worker's subsistence and return transportation to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, the employer will then only pay for the transportation to the next job. The amount of such transportation payment will be equal to the worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. The employer reserves the right to charter or to otherwise arrange transportation to the point of recruitment, or to offer any combination of payment, chartered and/or arranged transportation to the point of recruitment. If the employer arranges transportation, and the worker does not use that transportation, the worker will be reimbursed only the cost of the employer arranged transportation. Employees eligible for reimbursement under the program will be provided subsistence reimbursement. The amount of subsistence payment shall be no less than the amount permitted under the current Consumer Price Index as indicated in 20 CFR 655.122(h)(l). The current minimum subsistence rate is \$12.46 per day for 2019.</p> <p>The employer will provide transportation and subsistence under this agreement to the workers whose services are no longer required for reasons beyond the control of the employer due to fire, hurricane, or other Acts of God which makes fulfillment of the contract impossible, with the exception if a worker is displaced by a U.S. worker under the Fifty Percent Rule. This benefit does not apply to workers who voluntarily quit employment before the end of the contract, miss 5 consecutive work days without the employer's consent that constitutes abandonment of employment, or who are terminated for cause. The employer will notify the Department of Labor if an employee has abandoned the job or has been terminated for cause.</p> |     |  |  |

j. Job Offer Information 10

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