



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 * |                     |
| 2584172                                      |  | 7/16/2022                            |                     |
| 4. SOC Occupation Code *                     | 5. SOC Occupation Title *                          |                                      |                     |
| 45-2093.00                                   | Farmworkers, Farm, Ranch, and Aquacultural Animals |                                      |                     |
| SWA Order Holding Office Contact Information |  |                                      |                     |
| 6. Contact's last (family) name *            |  | 7. First (given) name *              | 8. Middle name(s) § |
| GARCIA                                       |  | ANTONIO                              |                     |
| 9. Contact's job title *                     |  |                                      |                     |
| AGRICULTURE AND FOREIGN LABOR SPECIALIST     |  |                                      |                     |
| 10. Address 1 *                              |  |                                      |                     |
| 10304 SPOTSYLVANIA HWY                       |  |                                      |                     |
| 11. Address 2 (suite/floor and number) §     |  |                                      |                     |
| SUITE 100                                    |  |                                      |                     |
| 12. City *                                   |  | 13. State *                          | 14. Postal code *   |
| FREDERICKSBURG                               |  | Virginia                             | 22408               |
| 15. Telephone number *                       | 16. Extension §                                    | 17. E-Mail address *                 |                     |
| +1 (540) 621-1007                            |  | foreignlaborcert@vec.virginia.gov    |                     |

**II. Employer Contact Information**

|  |                 |                               |                     |
|--|-----------------|-------------------------------|---------------------|
| 1. Legal Business Name *                                     |                 |                               |                     |
| Ward Oyster Co.  |                 |                               |                     |
| 2. Trade Name/Doing Business As (DBA), if applicable §       |                 |                               |                     |
|  |                 |                               |                     |
| 3. Contact's last (family) name *                            |                 | 4. First (given) name *       | 5. Middle name(s) § |
| Vigliotta  |                 | John                          |                     |
| 6. Contact's job title *                                     |                 |                               |                     |
| Owner  |                 |                               |                     |
| 7. Address 1 *   |                 |                               |                     |
| 6578 Jarvis Road   |                 |                               |                     |
| 8. Address 2 (apartment/suite/floor and number) §            |                 |                               |                     |
| Mailing: PO Box 12 Ware Neck, VA 23178                       |                 |                               |                     |
| 9. City *  |                 | 10. State *                   | 11. Postal code *   |
| Gloucester   |                 | Virginia                      | 23061               |
| 12. Telephone number *                                       | 13. Extension § | 14. Business e-mail address * |                     |
| +1 (804) 693-7597  |                 | Jamerson1157@maslabor.com     |                     |
| 15. Federal Employer Identification Number (FEIN from IRS) * |                 | 16. NAICS Code *              |                     |
| [REDACTED]   |                 | 112512                        |                     |

**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 * Shellfish Farm Laborer   |  |                         |   |                          |              |   |   |   |
| 2. Workers Needed *   | a. Total   | b. H-2A                 | Period of Intended Employment                   |                          |              |   |   |   |
|   | 11   | 11                      | 3. Begin Date * 2/15/2022                       | 4. End Date * 12/15/2022 |              |   |   |   |
| 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 *   |   |
| 44  | a. Total Hours   | 8                       | c. Monday                                       | 8                        | e. Wednesday | 8 | g. Friday   | a. 8 : 00 <input checked="" type="checkbox"/> AM<br><input type="checkbox"/> PM |
| 0   | b. Sunday  | 8                       | d. Tuesday                                      | 8                        | f. Thursday  | 4 | h. Saturday   | b. 5 : 00 <input type="checkbox"/> AM<br><input checked="" type="checkbox"/> PM |
| <b>Temporary Agricultural Services and Wage Offer Information</b>   |  |                         |   |                          |              |   |   |   |
| 8a. Job Duties - Description of the specific services or labor to be performed. *<br>(Please begin response on this form and use Addendum C if additional space is needed.)<br>See Addendum C |  |                         |   |                          |              |   |   |   |
| 8b. Wage Offer *  | 8c. Per *  | 8d. Piece Rate Offer \$ | 8e. Piece Rate Units/Special Pay Information \$ |                          |              |   |   |   |
| \$ 13 15  | <input checked="" type="checkbox"/> HOUR<br><input type="checkbox"/> MONTH | \$ _____                |   |                          |              |   |   |   |
| 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):               |  |                         |   |                          |              |   | N/A   |   |
| 11. State all deduction(s) from pay and, if known, the amount(s). *<br>(Please begin response on this form and use Addendum C if additional space is needed.)<br>See Addendum C               |  |                         |   |                          |              |   |   |   |



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**B. Minimum Job Qualifications/Requirements**

|  |   |  |   |
|--|---|--|---|
| 1. Education: minimum U.S. diploma/degree required. *  |   |  |   |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)  |   |  |   |
| 2. Work Experience: number of <u>months</u> required. *  | 2   | 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 type="checkbox"/> c. Criminal background check<br><input 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>See Addendum C  |   |  |   |

**C. Place of Employment Information**

|   |            |                  |   |
|---|------------|------------------|---|
| 1. Address/Location *   |            |                  |   |
| 6578 Jarvis Rd  |            |                  |   |
| 2. City *   | 3. State * | 4. Postal Code * | 5. County *   |
| Gloucester  | Virginia   | 23061            | Gloucester  |
| 6. Additional Place of Employment Information <i>(If no additional information, enter "NONE" below) *</i><br>Employer owns and/or controls all worksites.   |            |                  |   |
| 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

**D. Housing Information**

|  |            |   |   |
|--|------------|---|---|
| 1. Housing Address/Location *  |            |   |   |
| Casa - 6202 Ware Neck Rd.  |            |   |   |
| 2. City *  | 3. State * | 4. Postal Code *  | 5. County *   |
| Gloucester   | Virginia   | 23061   | Gloucester  |
| 6. Type of Housing *   |            | 7. Total Units *  | 8. Total Occupancy *  |
| Single-Family House  |            | 2   | 12  |
| 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>Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law. |            |   |   |
| 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 type="checkbox"/> Yes <input checked="" 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 does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

|   |  |
|---|--|
| 2. 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>13</u> . <u>17</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.)  
 For workers residing in employer-provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for own daily transportation.

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.)  
 Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment.

|   |                 |                          |                       |
|---|-----------------|--------------------------|-----------------------|
| 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>13</u> . <u>17</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.)*

Employer accepts referrals and applicants from all sources. Interview required. Employer's agent conducts interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in-person. Contact Employer's agent Monday through Friday during the hours of 9:00 AM - 5:00 PM ET. If unavailable, contact employer directly during the hours of 9:00 AM - 5:00 PM ET.

Employer Agent:  
 MAS Labor H2A, LLC  
 (434) 263-4300  
 referrals@maslabor.com

Referring State Workforce Agency (SWA) responsible for informing applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact employer or employers agent to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

To be eligible for employment, applicants must:

1. Be able, willing, and available to perform the specified job duties for the duration of the contract period;
2. Have been apprised of all material terms and conditions of employment;
3. Agree to abide by all material terms and conditions of employment;
4. Be legally authorized to work in the United States; AND
5. Satisfy all minimum job requirements.

|  |   |
|--|---|
| 2. Telephone Number to Apply *<br>N/A                        | 3. Email Address to Apply *<br>referrals@maslabor.com |
| 4. Website address (URL) to Apply *<br>www.vawc.virginia.gov |   |

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

|   |   |
|---|---|
| 1. Is a completed <b>Addendum C</b> 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? * | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 § |
| Vigliotta                                  | John                      |                     |
| 4. Title *                                 |                           |                     |
| Owner                                      |                           |                     |
| 5. Signature (or digital signature) *      | 6. Date signed *          |                     |
| Digital Signature Verified and Retained By | <i>Certifying Officer</i> | 12/2/2021           |

**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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**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/>                     Crops/Commodities:<br/>                     Shellfish (oysters and clams).</p> <p>This job requires a minimum of 2 months of agricultural experience handling tasks. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. Shellfish Farm Laborers are responsible for performing manual as well as mechanized activities with accuracy and efficiency. Shellfish Farm Laborers assist with the following tasks related to aquaculture/farming operation: cultivating, growing and harvesting oysters and clams ("shellfish"), through a four-part cultivation process; wash seed shellfish by hand with hose, assist with grading on shaking tables or graders, place juvenile shellfish in floats or cages for deployment in the water; when oysters mature and are ready for harvest, remove shellfish, wash and prepare for sale for pick up or local delivery and redeploy any shellfish not ready for market back in water; assist with cleaning, repairing and maintaining equipment (floats, trays and others). Shellfish Farm Laborers will be expected to perform all of the duties with accuracy and efficiency. Workers will assist with facility/equipment maintenance.</p> <p>Must exercise independent judgment; may be asked to demonstrate tasks to other workers, but position does not include supervisory responsibilities.</p> <p>Employer has a strict prohibition on tobacco usage. No smoking or tobacco use of any kind will be permitted in any of the company buildings or near the doors or entrances to any of the company buildings, in worker housing, near combustible engines, such as outboards, pressure washers, pay loaders or by any fuel storage areas, on the barge or in any of the outside work areas. This is necessary to protect against disease, which is transmitted by hands and tools contaminated with tobacco by-products. Smoking is only allowed at lunch break in the designated smoking area outside the eating area. Employer reserves the right to discharge any employee found smoking in non-designated areas.</p> <p>Workers must be able to work on their feet in bent positions, stoop, reach and kneel for long periods of time. Work is to be done for long periods of time. Workers are exposed to wet weather early in the morning through the heat of the day. Workers may be required to work during occasional showers not severe enough to stop operations. Must be able to work in excessive humidity and temperatures ranging from 30 degrees to over 100 degrees Fahrenheit. Workers should be in good physical health and physically able to do the work required with or without reasonable accommodations.</p> <p>Workers must be able to lift 65 pounds to a height of 5 feet over the course of the work day. Must be able to count to 500. Work may also include mechanized work using power equipment. By way of example and not limitation power equipment may include pressure washers, hydraulic lifts, pallet jacks, clam/oyster graders, and skid loaders. Workers will be expected to be able to operate equipment with or without direction.</p> <p>Employer-paid post-hire drug and alcohol testing required upon reasonable suspicion of use.</p> <p>Persons seeking employment in this position must be available for the entire period requested by the employer. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. Successful applicants will be subject to a trial period of up to five days during which their performance of required tasks will be evaluated. If the performance during the trial period is not acceptable to the employer the worker's employment will be terminated.</p> <p>Employer retains the right to discharge an obviously unqualified worker, malingering or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to produce a premium quality product.</p> |      |  |            |

b. Job Offer Information 2

| 1. Section/Item Number *  | A,11 | 2. Name of Section or Category of Material Term or Condition * | Deductions from Pay |
|---|------|--|---------------------|
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><b>DEDUCTIONS.</b> Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Workers must obtain employer's permission to make personal long distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. Worker must promptly confirm such authorization in writing.</p> |      |  |                     |

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

c. Job Offer Information 3

|  |     |  |  |
|--|-----|--|--|
| 1. Section/Item Number *   | B.6 | 2. Name of Section or Category of Material Term or Condition * | Additional Information Regarding Job Qualifications/Requirements |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This job requires a minimum of 2 months of agricultural experience handling tasks. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. Shellfish Farm Laborers are responsible for performing manual as well as mechanized activities with accuracy and efficiency. Saturday work required. Must be able to lift/carry 65 lbs. Employer-paid alcohol testing required upon reasonable suspicion of use.</p> |     |  |  |

d. Job Offer Information 4

|  |      |  |                                     |
|--|------|--|-------------------------------------|
| 1. Section/Item Number *   | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties Continued 1 |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.</p> <p>One week paid sick leave/vacation time awarded after 10 years of consecutive seasonal employment.</p> <p>All terms and conditions included in the job order will apply equally to all workers, Both U.S. workers and H-2A workers, employed in the occupation described in this clearance order.</p> <p>Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Workers will have an unpaid lunch break. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time.</p> <p><b>TERMINATION.</b> All workers will be subject to a five-day trial period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the trial period if the worker's performance fails to satisfy the employer's reasonable expectations, or is otherwise unacceptable. Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the five day trial period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large. Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.</p> <p>Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of a day to three days may be made in the case of less serious violations.</p> <p>Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer. Other policies and/or disciplinary measures may apply at employer's discretion.</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 Continued 2 |
|--|------|--|-------------------------------------|
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br/>                     1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.<br/>                     2.No use or possession of beer, liquor or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Employer will test for drugs upon suspicion of use.<br/>                     3.No smoking is allowed in any buildings or near doors or entrances, on the barge, in any outside work areas, near combustible engines, or near any fuel storage areas. Smoking is permitted only during lunch breaks in the designated area outside of the eating area.<br/>                     4.Excessive absences and/or tardiness will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday and at the scheduled time. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Any absence from work must be reported to management (John Vigliotta or Robert Copenhaver) by 7AM. Failure to report to work without notification on 3 occasions in a 6-month period will be cause for dismissal. Five consecutive workdays of unexcused absence will constitute abandonment of employment and worker will be terminated.<br/>                     5.Workers are required to wear a life jacket at all times while working on the barge, no exceptions.<br/>                     6.Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them.<br/>                     7.All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who wish for copies may ask their supervisor.<br/>                     8.All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.<br/>                     9.Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.<br/>                     10.Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.<br/>                     11.Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.<br/>                     12.Workers may not take unauthorized breaks from work. Lunch breaks are up to one hour, on or off premises. If you need to use the restroom while on lunch break, do so before you clock back in for work.<br/>                     13.Workers may not leave the field or other assigned work area without permission of employer or person in charge.</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 Continued 3 |
|--|------|--|-------------------------------------|
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br/>                     If you need to leave your work area for any reason, notify management so you can be temporarily replaced. Excessive absences from your post or wandering off while on duty will not be tolerated.<br/>                     14.Workers may not enter employer's premises without authorization.<br/>                     15.Workers shall be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time.<br/>                     16.Workers living in employer's housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.<br/>                     17.Workers may not deliberately restrict production.<br/>                     18.Any worker who physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge.<br/>                     19.Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.<br/>                     20.Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.<br/>                     21.Workers will be discharged if they steal from fellow workers or the employer. If you wish to purchase seafood from the company, a request must be made to management before you receive the product. Payment is due at the time you receive the product.<br/>                     22.Workers will not falsify identification, personnel, medical, production or other work-related records.<br/>                     23.Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.<br/>                     24.Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.<br/>                     25.Workers must not misuse or remove from the farm premises without authorization any employer-owned property.<br/>                     26.Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office. You must maintain a 25-ft radius from any cages or anything being lifted by the hoist. Do not stand or place yourself between loading docks and trucks when trucks are backing up, or between the bulkhead and dock when the barge is being parked. Stay clear of moving equipment. Blatant regard for safety rules will be cause for dismissal.<br/>                     27.Workers must follow supervisor's instructions. Insubordination is cause for dismissal.<br/>                     28.Long distance telephone calls are prohibited without prior permission of employer and costs of such calls, if made by workers without employer's prior permission, will be charged to workers.<br/>                     29.The use of cellular phones is prohibited while you are conducting work activities. If you have an emergency, notify a manager so you can be temporarily replaced. Emergency cell phone calls lasting longer than five minutes require that you clock out. Cellular phones may be used for calls and/or texting while on the barge or while traveling as a passenger in a company vehicle only when there is no work being performed. Excessive use of cellular phones will not be tolerated.</p> |      |  |                                     |



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

g. Job Offer Information 7

|  |      |  |                                     |
|--|------|--|-------------------------------------|
| 1. Section/Item Number *   | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties Continued 4 |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>30. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule:<br/>                 First Offense: Oral warning and correction.<br/>                 Second Offense: Written warning and unpaid leave for balance of day.<br/>                 Third Offense: Immediate termination. Worker will be asked to sign written fact statement.</p> |      |  |                                     |

h. Job Offer Information 8

|  |      |  |   |
|--|------|--|---|
| 1. Section/Item Number *   | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Deductions Continued 1 |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers may be subject to disciplinary action for failing to obtain employer's permission for a personal long-distance call or to repay the cost of such call within a reasonable time. Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence. In accordance with 8 CFR § 214.2(h)(5)(xi)(A) and 20 CFR § 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.</p> <p>RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.</p> <p>ADDITIONAL PAY DETAILS. In the event that the applicable H-2A wage rate decreases for any reason during the employer's recruitment and/or H-2A contract period in the instant job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower rate remains the highest of the AEW, the prevailing hourly wage or piece rate, an agreed-upon collective bargaining wage, and the federal and state minimum wages in effect at the time work is performed. Employer will pay each worker by check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is weekly.</p> <p>Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). Workers are only eligible for overtime pay for workweeks in which a worker performs non-exempt work activities (in which case overtime pay will apply at 1.5 times the regular rate of pay for all hours worked in excess of 40 in such workweek).</p> <p>ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.</p> <p>REASONABLE ACCOMMODATIONS. Workers should be able to do the work required with or without reasonable accommodations.</p> <p>NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.</p> <p>DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status.</p> |      |  |   |





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

i. Job Offer Information 9

|  |     |  |   |
|--|-----|--|---|
| 1. Section/Item Number *   | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - Daily Transportation Continued 1 |
| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>Employer provides, at no cost, incidental transportation between worksites. |     |  |   |

j. Job Offer Information 10

|  |     |  |  |
|--|-----|--|--|
| 1. Section/Item Number *   | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Inbound/Outbound Transportation Cont |
| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>Unless paid in advance, employer reimburses inbound travel costs with pay for the first workweek to the extent that worker's out-of-pocket expenses reduce earnings below FLSA minimum wage; remainder of travel costs reimbursed upon completion of 50% of the contract period. Employer provides or pays outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause. Travel reimbursements are based on the least-cost, economy-class common carrier rate. |     |  |  |