

**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 ETA-790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed ETA-790A. All other employers must read the general instructions carefully, complete <u>ALL</u> 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 O	order Issue Date			ance Order Expiration Date *	
3229179				8/2/20	023	
4. SOC Occupation Code *	5. SOC Occupa					
45-2092.00	Farmworke	Farmworkers and Laborers, Crop, Nursery, and Greenhouse				
SWA Order Holding Office Contact Information						
6. Contact's last (family) name *		First (given) n	ame *		8. Middle name(s) §	
LORENZO		OGAN				
9. Contact's job title *						
AGRICULTURAL OUTRE	ACH SPEC	IALIST				
10. Address 1 *						
211 NOR-DAN DR						
11. Address 2 (suite/floor and number) §						
SUITE 1055						
12. City *			13. State *		14. Postal code *	
DANVILLE			Virginia		24540	
15. Telephone number *	16. Extension §	5		_		
804-929-0250		foreignla	aborcert	@vec.	virginia.gov	

#### II. Employer Contact Information

1. Legal Business Name *						
Las Princesas Corporation						
2. Trade Name/Doing Business As (DBA), if applicable §						
3. Contact's last (family) name *       4. First (given) name *       5. Middle name(s) §						
Zeferino	N	Martha				
6. Contact's job title *						
Owner						
7. Address 1 *						
414 Hackney Ave						
8. Address 2 (suite/floor and number) §						
9. City *			10. State *			
Washington			North Carolina 27889			
12. Telephone number *	13. Extension	U U	ess email address *			
+1 (252) 375-5876		martha	zeferino@hotm	ail.com		
15. Federal Employer Identification Nur	nber (FEIN from IF	RS) *	16. NAICS Code *			
115115						
II. Type of Clearance Order						

<ol> <li>Indicate the type of agricultural clearance order being placed with the SWA for recruitment of U.S. workers. (choose only</li> </ol>	☑ 790A (placed in connection with an H-2A application)
one) *	□ 790B (not placed in connection with an H-2A application)



#### A. Job Offer Information

1. J	1. Job Title * Farmworkers and Laborers, Crop, Nursery and Greenhouse											
2. V	Vorkers	a. Total	b. H-2A W	/orkers			P	eriod of	f Intended	I Employment		
N	eeded *	23	23	;	3. First [	Date * <b>3</b> ,	/20/202	23	4.	Last Date * 1	2/15/2	2023
		generally require						days a	week? *	ΠY	'es 🗹 I	No
6. A	nticipated	days and hours o	of work per v	veek (an e	ntry is requ	ired for ea	ch box belov	w) *		7. Hourly	Work Sch	nedule *
	36	a. Total Hours	6 .	c. Monday	6	e. Wed	nesday 6	9	g. Friday	a. <u>7</u> _:	<u>30</u>	AM PM
	0	b. Sunday	6	d. Tuesday	6	f. Thurs	sday 6	1	h. Saturda	ay b. <u>1</u> :	<u>30</u> □ ☑	AM PM
0 -	Lab Duties	Decembrations of		orary Agric				Offer In	formatio	า		
		S - Description of response on this forr										
See	Adden	dum C										
			<b></b>		non Poto	Offer 8		D-4				1
8b.	Wage Offe		Per *	OU. FR	ece Rate	Ollel §	-		y Informa	Estimated Ho ation <b>§</b>	uriy Rate	/
\$ <u>1</u>	<u>4 9</u>	1	HOUR	\$	<u> </u>	_						
9. ls	a comple	لب   / ted <b>Addendum</b>	MONTH A providing a	additional	informati	on on th	e crops o	or agricu	ultural ac	tivities to be	🛛 Yes	⊠ N/A
		and wage offers a				_						
10.	Frequency	vofPay:* Ŀ	Weekly		ekly L	] Other	(specify):	N/A				
		eduction(s) from n response on this forr					dad )					
		yer will make						curity	tax ar	d federal i	income	tax
		as required									ment o	f
wa	ges, and	d any other d	eductions	s expres	ssly au	thorize	ed by th	he wo	orker in	writing.		



# B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *	
☑ None  ☐ High School/GED	's $\Box$ Master's or higher $\Box$ Other degree (JD, MD, etc.)
2. Work Experience: number of months required. 0	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §	
<ul> <li>a. Certification/license requirements</li> <li>b. Driver requirements</li> <li>c. Criminal background check</li> <li>d. Drug screen</li> <li>e. Lifting requirement <u>50</u> lbs.</li> </ul>	<ul> <li>☑ f. Exposure to extreme temperatures</li> <li>☑ g. Extensive pushing or pulling</li> <li>☑ h. Extensive sitting or walking</li> <li>☑ i. Frequent stooping or bending over</li> <li>☑ j. Repetitive movements</li> </ul>
5a. Supervision: does this position supervise ☐ Yes ☑ No the work of other employees? *	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. <b>§</b>
6. Additional Information Regarding Job Qualifications/Require (Please begin response on this form and use Addendum C if additional space See Addendum C	
C. Place of Employment Information	
1 Place of Employment Address/Location *	

4517 Bayside Road					
2. City * Exmore	3. State * Virginia	4. Postal Code * 23350	5. County * Northampton		
6. Additional Place of Employment Information. (#					
NONE			- /		
				-	
<ol> <li>Is a completed Addendum B providing addition agricultural businesses who will employ workers attached to this job order? *</li> </ol>				☑ Yes	D N/A

## **D. Housing Information**

1. Housing Address/Location *					
7120 Lankford Highway					
2. City *	3. State *	4. Postal Code *	5. County *		
Nassawadox	Virginia	23413	Northampton		
6. Type of Housing (check only one) *			7. Total Units *	8. Total Occupancy *	
<ul> <li>Employer-provided</li> <li>(including mobile or range)</li> </ul>	Rental or public		15	25	
9. Identify the entity that determined the hold	using met all applica	ble standards: *			
Local authority SWA Other	State authority	Federal authority	Other (specify): _		
10. Additional Housing Information. (If no add	ditional information, enter	" <u>NONE</u> " below) *			
See Addendum C					
11 la a complete d'Adden dum D'avervieling		an an hauaina that wil			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *					
	OR DEPARTMENT OF LA	ABOR USE ONLY		Page 2 of 8	
H-2A Case Number: JO-A-300-23004-680224 Case Status:	D	etermination Date:	Validity Period:	to	



E. Provision of Meals			
kitchen facilities. * (Please begin response on this f Employer will provide Provider/caterer will d	yer will provide each worker with three meals p form and use Addendum C if additional space is needed.) three meals per day at a cost to the deliver meals to the workers 3 times ation ones per week to go to the sto	e worker of \$1 a day, 7 days	4.00 per day. s per week. Employer
	WILL NOT charge workers for meals.		
2. The employer: *	☑ WILL charge each worker for meals at	<u>\$ 14 . 00</u>	per day, if meals are provided.
F. Transportation and Daily	y Subsistence		
(Please begin response on this f For workers residing i housing and worksite the form of vans betw end of the workday w	arrangements for daily transportation the emplo form and use Addendum C if additional space is needed.) in the employer's housing, employe e locations and for personal errands veen employees housing location to vithout cost to the worker.	er will provide t (e.g., grocerie the actual wo	ransportation between es, banking services) in rk site and return at the
( <i>i.e.</i> , inbound) and (b) fro (Please begin response on this t For workers hired fror the work contract peri	arrangements for providing workers with transport om the place of employment ( <i>i.e.</i> , outbound). * form and use Addendum C if additional space is needed.) m beyond normal commuting distan iod, the employer shall reimburse th	nce, after comp ne worker for c	oletion of 50 percent of cost incurred by the

worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment.

3. During the travel described in Item 2, the employer will pay for	a. no less than	<u>\$ 14 . 00</u>	per day *	
or reimburse daily meals by providing each worker *	b. no more than	<b>\$</b> <u>59</u> .00	per day with receipts	

## G. Referral and Hiring Instructions

Form ETA-790A	FOR DEPA	RTMENT OF LABOR USE ONLY		Page 3 of 8
H-2A Case Number: JO-A-300-23004-680224	Case Status:	Determination Date:	Validity Period: _	to



 Explain <u>how</u> 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.)

Applicants should contact the nearest Career Center for preemployment screening before contacting the employer, workers that meet the criteria will be interviews via telephone. All referrals are to be made to Martha Zeferino (252) 375-5876 Monday to Friday 8:00 am to 5:00 pm. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and they understand all the terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed activities at the discretion of the employer.

2. Telephone Number to Apply * +1 (252) 375-5876	4. Email Address to Apply * marthazeferino@hotmail.com
5 Website Address (LIRL) to Apply *	-

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

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

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

🗹 Yes 🔲 No

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

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

- 1. JOB OPPORTUNITY: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A Application for Temporary Employment Certification for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- <u>NO STRIKE, LOCKOUT, OR WORK STOPPAGE</u>: Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- 3. <u>HOUSING FOR WORKERS</u>: Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

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

- 4. WORKERS' COMPENSATION COVERAGE: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- 5. <u>EMPLOYER-PROVIDED TOOLS AND EQUIPMENT</u>: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).

Form ETA-790A	FOR DEPARTMENT OF LABOR USE ONLY			Pag	e 4 of 8
H-2A Case Number:	Case Status:	Determination Date:	Validity Period:	to	



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

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

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

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

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

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

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

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

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

C. Daily Transportation

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

D. Compliance with Transportation Standards

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

 THREE-FOURTHS GUARANTEE: Employer agrees to offer the worker employment for a total number of work hours equal to at least threefourths 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, 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 the worker 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).

Form ETA-790A	FOR DEPARTMENT O	F LABOR USE ONLY		Page 5 of 8
H-2A Case Number: JO-A-300-23004-680224	Case Status:	Determination Date:	Validity Period:	to



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

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

- 9. EARNINGS RECORDS: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
- 10. <u>HOURS AND EARNINGS STATEMENTS</u>: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

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

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

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

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

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



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

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

- 15. DEDUCTIONS FROM WORKER'S PAY: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
- 16. DISCLOSURE OF WORK CONTRACT: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified H-2A Application for Temporary Employment Certification and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).

#### 17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:

Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance Α. order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

- Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from В 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).
- Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health С and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing D. 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).
- Ε. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.

1. Last (family) name * Zeferino	2. First (given) name * Martha	3. Middle initial §
4. Title * Owner		



5. Signature (or digital signature) \* **Digital Signature Verified and Retained** By

6. Date signed Certify Officer

1/4/2023

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

\_\_\_\_to \_\_\_\_



# 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 §
Tankard Nurseries, Inc	5002 Lankford Hwy Exmore, Virginia 23350 NORTHAMPTON	NONE	3/20/2023	12/15/2023	23

## **D. Additional Housing Information**

Form ETA-790A Addendum B H-2A Case Number: \_\_\_\_\_\_\_ JO-A-300-23004-680224 FOR DEPARTMENT OF LABOR USE ONLY

Determination Date:



# 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
create a hole in the center of each can of a TRIMMING: Workers will use either hand s SPACING: Using a spacing rack, workers is targeted quantities are achieved. Workers HAND WEEDING: Workers will walk throug those plants pulled are uniform in regard to General Maintenance: Workers may be rec operation. Such clean-up activities include The worker in order to perform this kind of Workers that qualify may be required to op Employees may volunteer to work addition request a leave of absence during the cont A copy of the work contract or a copy of the	yor belt to fill emp soil, and fill each shears or machin will position cont will the stick cu gh assigned row, b height, width, e quired to fertilize the painting of tr work must be ab erate Agriculture al hours when w tract period, the I e ETA 790 in lieu	pty growing containers with soil mix. Workers will then set these containers down by hand on gro drilled hole with a plant liner, covering the hole firmly. e shears to shear the top and/or sides of the plants on a particular block location. Shearing spec- tainer plants in a grid pattern, carrying container plants from an adjacent location on the block or utings into trays of soil or sand beds by hand. <i>s</i> pulling the weeds around the plants. PULLING/LOADING: Workers will harvest container plants is and apply pesticides. Proper training will be provided to the worker ensuing safety procedures a rees; removal of debris and vines; irrigation repair. ble to work outside for at least 6 hours a day in all kinds of weather and be in a possession of the e Machinery or Equipment. work is available. Workers should expect occasional periods of little or no work because of weather hours will be deducted from the hours offered under the ETA 790A for the purposes of calculating the source will be deducted from the hours offered under the ETA 790A for the purposes of calculating	are followed. They may also perform miscellaneous clean-up work on work site property, on structures utilized in the work site requisite physical strength and endurance, working quickly and skillfully with their hands repeatedly. er, crop or other conditions beyond the employer's control. These periods can occur any time throughout the season. If workers g the three-quarter guarantee. time at which the worker applies for the Visa, or to a worker in corresponding employment, no later than on the day work
b. Job Offer Information 2			
1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
hot conditions in dire	ivolves v ect sunli olved, th	working conditions that require tremendous sight and in adverse weather such as rain. The	tamina, a high level of physical activity in cold or extremely e work requires a high level of physical conditioning. Due to beginning with the first day of employment, to show his type of work.

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



c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
housing by workers Housing is not avail	de housi found to lable and	ing to workers at no charge; employer will rec o have been responsible for damage. Worker	quire workers to reimburse the employer for damage caused to rs should maintain housing in a neat, clean manner. Family rended employment. In the event a female worker is hired, ules will be provided by employer.
d. Job Offer Information 4			
1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Spanish Version
3. Details of Material Term o			-

Para los trabajadores contratados ms all de la distancia de viaje normal, despus de completar el 50 por ciento del perodo del contrato de trabajo, el empleador reembolsar al trabajador los costos incurridos por el trabajador por el transporte y la subsistencia diaria, segn lo exigen las regulaciones del DOL, desde el lugar desde el cual El trabajador ha venido a trabajar para el empleador al lugar de empleo. El transporte entrante ser reembolsado sobre la base de no menos que los cargos ms econmicos y razonables por la distancia involucrada. Si el trabajador completa el perodo del contrato de trabajo, o es despedido sin causa, el empleador proporcionar o pagar el transporte y la subsistencia diaria del trabajador ha contratado a un empleador posterior que no ha acordado en ese contrato proporcionar o pagar el transporte de los trabajadores y los gastos de subsistencia diarios desde el lugar de trabajo de dichos empleadores, el empleador proporcionar o pagar tales gastos; excepto que, si el trabajador ha contratado un empleador posterior que, en ese contrato, ha acordado pagar el transporte de los trabajadores y los gastos diarios de subsistencia desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador no est obligado a proporcionar o pagar para tales gastos. El empleador no est obligado a proporcionar o pagar un servicio de autobs chrter.



e. Job Offer Information 5

		1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Continued
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3. Details of Material Term or Condition (up to 3,500 characters) \*

The inbound transportation will be reimbursed on the basis of no less than the most economical and reasonable charges for the distance involved. If the worker completes the work contract period, or is terminated without cause, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract has agreed to pay for the workers transportation and daily subsistence expenses from the employer who, in that contract has agreed to pay for the workers transportation and daily subsistence expenses. The employer work site to such subsequent employers work site, the employer or pay for a charter bus services.

f. Job Offer Ir	formation 6
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1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition * Daily Transportatio	on - Daily Transportation Spanish Version
y para mandados per hasta el lugar de tral disponible para los t lugar de trabajo diar Vehculos, una van d Si la compensacin d compensacin de los por la compensacin	rsonales pajo real rabajado o design e tamao e los trat trabajad de los tra	n (up to 3,500 characters)* esiden en la vivienda del empleador, el empleador proporcionar transpor s (por ejemplo, comestibles, servicios bancarios) en forma de van entre l y el regreso al final de la jornada laboral sin costo para el trabajador. I pres que no residan en la vivienda del empleador, los trabajadores serr nado y al final de la jornada laboral sern transportados de regreso al lu o completo puede acomodar entre 26 personas. Ibajadores se usa para cubrir el transporte en lugar del seguro del veho dores cubra todos los viajes o que exista un seguro de vehculos para b rabajadores y debe tener daos a la propiedad. seguro. orte cumplirn con todas las leyes y reglamentos federales, estatales y l	re la ubicacin de vivienda de los empleados El empleador tendr transporte gratuito in transportados al lugar de trabajo desde un ugar de reporte. culo, el empleador se asegurar de que la prindar cobertura para los viajes no cubiertos

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g. Job Offer Information 7

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued		
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> )* Employer will have free transportation available for workers not residing in the employers housing, workers will be transported to the work site from a designated daily job reporting site and at the end of the work day they will be transported back to the reporting site. Vehicles, 1full size van can seat between 26 individuals. If workers' compensation is used to cover transportation in lieu of vehicle insurance, the employer will either ensure that the workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation and it must have property damage insurance. All means of transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR 655.122(h)(4).					
h. Job Offer Information 8					
1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version		
Ilevar hasta cuatro contenedores en cada Cizallar: Los trabajadores usarn cizallas r cada variedad de necesidades. ESPACIO: Al usar un bastidor espaciador PROPAGACIN: Los trabajadores o DESPLAZAMIENTO / CARGA: Los trabaj arrancadas sean uniformes en cuanto a la Mantenimiento general: Es posible que se propiedad del sitio de trabajo, en las estru El trabajador para realizar este tipo de tral Puede ser requerido que los trabajadores Los empleados pueden ser voluntarios pa	dos por el supen una cinta transpo mano). Los traba nanuales o cizall , los trabajadore: recortes de plant adores cosechar altura, el ancho requiera que los cturas utilizadas bajo debe poder que califiquen oj ra trabajar horas	visór. No service de lenar los contenedores de cultivo vacos con mezcla de tierra. Luego, los trabajadore ortadora para llenar los contenedores de cultivo vacos con mezcla de tierra. Luego, los trabajadore ajadores usarn un taladro para crear un agujero en el centro de cada contenedor de tierra, y reller las de mquina para cortar la parte superior y / o los lados de las plantas en una ubicacin de bloque s colocarn las plantas de contenedores en un patm de cuadrcula, transportando plantas de conter as existentes y se unim con recortes similares hasta que se alcancen las cantidades seleccionada filas designadas juntando las malas hierhas alrededor de las plantas. n plantas en macetas cargando las variedades sealadas en los remolques. Los trabajadores son i, etc. Los trabajadores cargarn las plantas cosechadas en estantes para su distribucin. Plantas pu trabajadores fertilicen y apliquen pesticidas. Se proporcionar la capacitacin adecuada al trabajac en la operacin del sitio de trabajo. Tales actividades de limpieza incluyen pintar rboles; eliminacin trabajadores durante al menos 6 horas al da en todo tipo de clima y estar en posesin de la peren maquinaria o equipo Agricola.	e particular. Las especificaciones de corte variarn segn la variedad de la planta y el supervisor / capataz instruir al trabajador de nedores desde una ubicacin adyacente en el bloque o usando un carrito o remolque para el transporte. as. Luego, los trabajadores sembraran a mano los recortes en bandejas de tierra o arena. responsables de garantizar la variedad y el tamao correctos de acuerdo con las etiquetas de traccin y tambin de que las plantas leden pesar de (50 libras). lor para garantizar que se sigan los procedimientos de seguridad. Tambin pueden realizar varios trabajos de limpieza en la de escombros y enredaderas; reparacin de riego. fuerza fsica y la resistencia necesarias, trabajando de forma rpida y hbil con las manos repetidamente. de poco o nada de trabajo debido al clima, la cosecha u otras condiciones fuera del control del empleador. Estos periodos pueden		

Case Status:

FOR DEPARTMENT OF LABOR USE ONLY



i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version
proporcionar al trab correspondiente, a	ato de t ajador H ms tarda	rabajo o una copia del ETA 790 en lugar de ι I-2A a ms tardar en el momento en que el tra ar el da en que comienza el trabajo. Para un	in contrato de trabajo, y cualquier modificacin, se Ibajador solicite la Visa, o a trabajador en el empleo trabajador H-2A que pasa de un empleador H-2A a un tardar en el momento en que el empleador H-2A presente una
j. Job Offer Information 10		1	
1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision Spanish Version
3. Details of Material Term of	or Condition	(up to 3,500 characters) *	

El patrn proveer tres comidas por dia a un costo para el trabajador de \$14.00 por dia. El empleador proporsionara transporte una vez por semana para ir a las tiendas y a lavar ropa.

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k. Job Offer Information 11

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring Instruction Spanish Version
3. Details of Material Term of	or Condition	(up to 3,500 characters) *	
		•	actar con la oficina de empleos mas cercana para el proceso
de seleccion pre en	npleo, a	los seleccionados se les hara una entrevista	via telefonica. Todas las referencias debern ser hechas a
Martha Zeferino (25	52) 375-	5876 de Lunes a Viernes de 8:00 am a 5:00 j	om. Antes de ser referidos, los trabajadores debern de leer o
		•	es de empleo, tambin que se espera que trabajen durante el lquier actividad mencionada a discrecin del patrn.
	oopoom		
I. Job Offer Information 12			
1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements Spanish Version
3. Details of Material Term of	or Condition	(up to 3,500 characters) *	
		· · · ·	sistencia tremenda, un alto nivel de actividad fsica en
			nes climticas adversas como la lluvia. El trabajo requiere un
		• •	do, hay un Perodo de prueba de cinco (5) das que comienza
con el primer da de	empleo	, para mostrar la posesin de la fuerza fsica y	la resistencia necesarias para realizar este tipo de trabajo.



m. Job Offer Information 13

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions Spanish Version	
segn lo exijan las le	ar las sig eyes fede	guientes deducciones: retencin del impuesto	a la Seguridad Social y del impuesto federal sobre la renta, tivo, pago excesivo de salarios y cualquier otra deduccin	
n. Job Offer Information 14				
1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *		
3. Details of Material Term or Condition (up to 3,500 characters) *				