

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 ETA-790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed ETA-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 *	
3987283	7/2/2025	9/25/2025	
4. SOC Occupation Code *	5. SOC Occupation Title *		
45-2092.00	Farmworkers and Laborers, Crop, Nursery, and Greenhouse		
SWA Order Holding Office Contact Information			
6. Contact's last (family) name *		7. First (given) name *	8. Middle name(s) §
Trevino		Anna	
9. Contact's job title *			
Agriculture & Foreign Labor Specialist			
10. Address 1 *			
25036 Lankford Highway, Unit 16			
11. Address 2 (suite/floor and number) §			
12. City *		13. State *	14. Postal code *
Onley		Virginia	23418
15. Telephone number *	16. Extension §	17. Email address *	
(757) 607-6535		foreignlaborcert@viriniaworks.gov	

II. Employer Contact Information

1. Legal Business Name *		
Farm-Op Kuzzens H2A, LLC		
2. Trade Name/Doing Business As (DBA), if applicable §		
3. Contact's last (family) name *	4. First (given) name *	5. Middle name(s) §
Shiveler	Jason	
6. Contact's job title *		
Director of Farming		
7. Address 1 *		
315 E. New Market Road		
8. Address 2 (suite/floor and number) §		
9. City *	10. State *	11. Postal code *
Immokalee	Florida	34142
12. Telephone number *	13. Extension §	14. Business email address *
+1 (239) 657-4421		h2a@lipmanfamilyfarms.com
15. Federal Employer Identification Number (FEIN from IRS) *		16. NAICS Code *
[REDACTED]		1112

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 (placed in connection with an H-2A application) <input type="checkbox"/> 790B (not placed in connection with an H-2A application)
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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A. Job Offer Information

1. Job Title * Farmworkers and Laborers							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	40	20	3. First Date * 9/5/2025	4. Last Date * 10/16/2025			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
						a. 7 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. 1 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 16 . 16		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 00 . 05		Lay Plastic: \$16.16 per hour plus \$0.05 per 100 ft; Estimated hourly wage rate equivalent for this piece rate is \$16.26/hr., based on workers laying 2 units (100ft/unit) of plastic per hour on average; \$16.16 per hour guaranteed.	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *	
<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. *	0
3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §	
<input type="checkbox"/> a. Certification/license requirements	<input checked="" type="checkbox"/> f. Exposure to extreme temperatures
<input type="checkbox"/> b. Driver requirements	<input checked="" type="checkbox"/> g. Extensive pushing or pulling
<input type="checkbox"/> c. Criminal background check	<input checked="" type="checkbox"/> h. Extensive sitting or walking
<input checked="" type="checkbox"/> d. Drug screen	<input checked="" type="checkbox"/> i. Frequent stooping or bending over
<input checked="" type="checkbox"/> e. Lifting requirement <u>80</u> lbs.	<input checked="" type="checkbox"/> j. 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. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C	

C. Place of Employment Information

1. Place of Employment Address/Location *			
3769 Grapeland Circle			
2. City *	3. State *	4. Postal Code *	5. County *
Exmore	Virginia	23350	Northampton
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
Employer owns and/or controls all worksites			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
15278 Ames Farm Road			
2. City *	3. State *	4. Postal Code *	5. County *
Painter	Virginia	23420	Accomack
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		73	480
9. Identify the entity that determined the housing met all applicable standards: *			
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
See Addendum C			
11. Is a completed Addendum 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"/> N/A



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E. Provision of Meals

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

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

Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Workers residing in employer-provided housing will be provided 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. The employer: *

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

☒ **WILL** charge each worker for meals at \$ 16 . 28 per day, if meals are provided.

F. Transportation and Daily Subsistence

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

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

Employer will provide free daily transportation using 2 bus(es) with seating capacity ranging from 44-61.

Daily transportation to and between worksites provided at no cost to all workers, regardless of housing arrangements.

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 will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier (e.g., van, bus, plane) transportation charges for the distances involved for both inbound and outbound transportation. Inbound transportation provided from the foreign worker's home city to the U.S. consulate and from the U.S. Consulate to the work site.

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

a. no less than \$ 16 . 28 per day *

b. no more than \$ 59 . 00 per day with receipts

G. Referral and Hiring Instructions



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

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

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. However, applicants must be 18 years or older to be considered for employment.

Employer accepts referrals/applicants from all sources. Interview required - conducted at no cost to applicant, via phone or in-person. Employer will conduct interview as expeditiously as possible. Contact employer Monday through Friday during the hours of 9:00 AM - 12:00 PM. All referrals are to be made to Maria Perez (ext: 3203) or Yesenia Villarreal (ext: 3224) at 315 E. New Market Road, Immokalee, Florida - Telephone: 239-657-4421. Employer will hire those who meet the following conditions: be able, willing, and available to perform the specified job duties for the duration of the contract period; have been apprised of all material terms and conditions of employment; agree to abide by all material terms and conditions of employment; be legally authorized to work in the United States; and satisfy all minimum job requirements. Referring State Workforce Agency (SWA) is responsible for informing applicants of all terms and conditions of employment, and to notify the employer in advance of any referrals. If appropriate, the SWA should furnish translator services.

2. Telephone Number to Apply *
+1 (239) 657-4421

3. Extension §
N/A

4. Email Address to Apply *
h2a@lipmanfamilyfarms.com

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

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No

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

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

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

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

3. **HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 655.501(c)(3)(vi).

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

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



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

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

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

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

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

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

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

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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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



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

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

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

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

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

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

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

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



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

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

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

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

1. Last (family) name * Shiveler	2. First (given) name * Jason	3. Middle initial §
4. Title * Director of Farming		

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<p>5. Signature (or digital signature) *</p> <p>Digital Signature Verified and Retained By <i>Certifying Officer</i></p>	<p>6. Date signed *</p> <p>7/7/2025</p>
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Windbreaks for Freeze Protection	\$ 16 16	Hour	
	Staking 54" Stakes - FRP	\$ 01 30	Piece Rate	\$1.30 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate is \$17.03/hr., based on workers staking 13.1 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Staking 72" Stakes - FRP	\$ 02 14	Piece Rate	\$2.14 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate is \$17.12/hr., based on workers staking 8 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Hand Pulling: 54" Stakes FRP	\$ 00 75	Piece Rate	\$0.75 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate \$17.25, based on workers pulling 23 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Tomato (Field PackHarvest)	\$ 01 75	Piece Rate	\$1.75 per bucket; 10 buckets per hour, equivalent to \$17.50. Guaranteed \$16.16 per hour.
	Harvesting Tomatoes (Cherry - 1st - 5th pick)	\$ 03 15	Piece Rate	\$3.15 per 1 bucket. Estimated hourly wage rate equivalent for this piece rate is \$18.9 per hour, based on workers completing 6 Buckets per hour on average. Guaranteed \$16.16 per hour.
	Harvesting Tomatoes (Round - 2nd + pick)	\$ 00 90	Piece Rate	\$0.9 per 1 bucket. Estimated hourly wage rate equivalent for this piece rate is \$17.1 per hour, based on workers completing 19 Buckets per hour on average. Guaranteed \$16.16 per hour.
	Harvest Dumper	\$ 16 16	Hour	
	Tying 72" Stakes (5th + ties)	\$ 00 80	Piece Rate	\$0.80 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate is \$17.60/hr., based on workers tying 22 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Stake Pulling: 54" Stakes Wood	\$ 00 27	Piece Rate	\$0.27 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate \$17.01, based on workers pulling 63 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Tomato (Field Pack - packing)	\$ 01 . 00	Piece Rate	\$1 per tray; 17 buckets per hour, equivalent to \$17. Guaranteed \$16.16 per hour.
	Weeding	\$ 16 . 16	Hour	
	Planting	\$ 00 . 05	Piece Rate	\$16.16 per hour plus \$0.05 per 100 ft; Estimated hourly wage rate equivalent for this piece rate is \$16.26/hr., based on workers planting 2 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Harvesting Tomatoes (Grape - 1st - 5th pick)	\$ 05 . 25	Piece Rate	\$5.25 per bucket; 4 buckets per hour, equivalent to \$21. guaranteed \$16.16
	Stake Repair	\$ 16 . 16	Hour	
	Tying 72" Stakes (1st - 4th ties)	\$ 00 . 85	Piece Rate	\$0.85 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate is \$17.00/hr., based on workers tying 20units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Irrigation Maintenance	\$ 16 . 16	Hour	
	Packinghouse Grader	\$ 16 . 16	Hour	
	Packinghouse Floor Crew	\$ 16 . 16	Hour	
	Seed Multiplication	\$ 16 . 16	Hour	

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Food Safety Labor	\$ 16 . 16	Hour	
	Tying 54" Stakes (all ties)	\$ 00 . 70	Piece Rate	\$0.70 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate is \$17.50/hr., based on workers tying 25 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Plastic Pull	\$ 00 . 90	Piece Rate	\$0.90 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate is \$17.10/hr., based on workers pulling 19 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Stake Pulling: 72" Stakes Wood	\$ 00 . 38	Piece Rate	\$0.38 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate \$17.10, based on workers pulling 45 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Harvesting Tomatoes (Round - 1st pick)	\$ 00 . 75	Piece Rate	\$0.75 per bucket; 23 buckets per hour, equivalent to \$17.25; guaranteed \$16.16
	Plastic Repair	\$ 16 . 16	Hour	
	Nursery Labor	\$ 16 . 16	Hour	
	Packinghouse Stacker	\$ 16 . 16	Hour	
	Staking 54" Stakes - Wood	\$ 01 . 56	Piece Rate	\$1.56 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate is \$17.00/hr., based on workers staking 10.9 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Harvesting Tomatoes (Roma - 2nd + pick)	\$ 01 . 00	Piece Rate	\$1 per 1 bucket. Estimated hourly wage rate equivalent for this piece rate is \$17 per hour, based on workers completing 17 Buckets per hour on average. Guaranteed \$16.16 per hour.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Plastic Load/Haul	\$ 00 25	Piece Rate	\$0.25 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate is \$17.00/hr., based on workers loading/hauling 68 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Staking 72" Stakes - Wood	\$ 02 42	Piece Rate	\$2.42 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate is \$17.18/hr., based on workers staking 7.1 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Hand Pulling: 72" Stakes FRP	\$ 00 75	Piece Rate	\$0.75 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate \$17.25, based on workers pulling 23 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Stake Sort	\$ 16 16	Hour	
	Replanting	\$ 16 16	Hour	
	Post-Harvest Clean Up	\$ 16 16	Hour	
	Packinghouse Floor Night	\$ 16 16	Hour	
	Bundling: 54" Stakes FRP	\$ 00 32	Piece Rate	\$0.32 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate \$17.28, based on workers pulling 54 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Bundling: 72" Stakes FRP	\$ 00 32	Piece Rate	\$0.32 per 100 ft.; Estimated hourly wage rate equivalent for this piece rate \$17.28, based on workers pulling 54 units (100ft/unit) per hour on average; \$16.16 per hour guaranteed.
	Irrigation Installation, Maintenance & Removal	\$ 16 16	Hour	\$16.16 + \$0.05/100'

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Harvesting Tomatoes (Roma - 1st pick)	\$ 00 80	Piece Rate	\$0.80 per bucket; 22 buckets per hour, equivalent to \$17.60; guaranteed \$16.16
	Harvesting Tomatoes (Grape - 6th + pick)	\$ 06 00	Piece Rate	\$6 per bucket; 3 buckets per hour, equivalent to \$18. guaranteed \$16.16
	Harvesting Tomatoes (Cherry - 6th + pick)	\$ 03 60	Piece Rate	\$3.60 per bucket; 5 buckets per hour, equivalent to \$18; guaranteed \$16.16
	Hand Spray or Hand Fertilize	\$ 16 16	Hour	\$16.16
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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Farm-Op Kuzzens H2A, LLC	32177 Big Pine Road Painter, Virginia 23420 ACCOMACK	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	28196 Bobtown Road Melfa, Virginia 23410 ACCOMACK	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	3081 Seaside Road Exmore, Virginia 23350 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	Indian Lane Belle Haven, Virginia 23420 ACCOMACK	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	6056 Seaside Road Exmore, Virginia 23350 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	14176 Doughty's Farm Road Painter, Virginia 23420 ACCOMACK	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	21029 Orchard Road Parksley, Virginia 23421 ACCOMACK	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	14401 Lankford Highway Machipongo, Virginia 23405 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	7404, 7468, 7469 Bayford Road Franktown, Virginia 23354 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	8309 Machipongo Drive Machipongo, Virginia 23405 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Farm-Op Kuzzens H2A, LLC	3268 6 L's Road Exmore, Virginia 23350 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	20512 Fair Oaks Road Melfa, Virginia 23410 ACCOMACK	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	16651 -18882 Seaside Road Cape Charles, Virginia 23310 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	7034 Indian Village Road Cape Charles, Virginia 23310 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	35096 Lankford Highway Painter, Virginia 23420 ACCOMACK	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	9462 Seaside Road Birdsnest, Virginia 23307 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	31094 Boggs Road Painter, Virginia 23420 ACCOMACK	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	14438 Yardely Road Cape Charles Cape Charles, Virginia 23310 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	32074 Big Pine Road Painter, Virginia 23420 ACCOMACK	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	20508 Cheriton Cross Road Cape Charles, Virginia 23310 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Farm-Op Kuzzens H2A, LLC	16398-16417 Six L's Circle Painter, Virginia 23420 ACCOMACK	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	8017 Fir Court Franktown, Virginia 23354 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	9692 Church Neck Road Machipongo, Virginia 23405 NORTHAMPTON	NONE	9/5/2025	10/16/2025	20
Farm-Op Kuzzens H2A, LLC	29441, 29443,29445,29447,29449,29451 Lankford Hwy Mappsville, Virginia 32407 ACCOMACK	NONE	9/5/2025	10/16/2025	20

D. Additional Housing Information



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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>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Stake Repair: The process of stake repairing can either be an individual or three-part group effort. The task is needed because the stakes that have been driven into the plant row and tied have been damaged due to several potential environmental or product factors. Stake repair is a manual task which can consist of straightening and re-driving the existing stake back to its original plumb position or completely installing and driving new stakes into the existing plant row. Depending on the stage of the crop when the stake damage occurs, the steps or process may be altered. Replacement stakes which could be new or used are loaded by hand onto the bed of a truck or trailer depending on the quantity needed. The individual or three-part group will walk the rows where the damage has occurred re-driving the leaning stakes back to their original plumb position. If the damage is severe and the stakes are broken, this process becomes a group effort. Part of the group removes by hand the loaded replacement stakes from the trailer or truck and stabs the replacement stake right beside each broken stake down the center of the bed. The other part of the group uses either a manual hammer, post type pipe driver or a pneumatic air hammer to drive the replacement stake to the proper depth within the row. The third part or total group picks the entire length of damaged stakes and plants which have been tied and stands them back upholding them against the newly driven replacement stakes. The broken stake is then tied to the replacement stake using tying twine provided. The necessary tools which could be a post type stake driver, 3 to 4 pound hammer or a pneumatic air hammer used in the original staking operation and tying twine will be provided by the farm. Stake Sorting: Pick up by hand individual stakes from a stake bundle. Strike the stake on the ground by hand to see if it breaks or makes a cracking sound. This will be done both visually and audibly. If the stake breaks both pieces are discarded and burned. If the stake makes the cracking sound the striking motion occurs again to see if it is cracked. Cracked stakes are also discarded and burned. If the stake is a good solid stake, it is kept separate in another pile and re-bundled for future use. Tying: Attaching a small box of string to one's waist with belt and in one hand using a tying stick in the other hand, attach string to the tying stick. Then take the tying stick and looping string around the stake and standing plant between stakes and pulling string tight to hold the plant up between stakes. Continue process for each stake and plant for entire field on both sides of the plant. This task will require the removal of empty boxes and trash from field at the end of the tying process.</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>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Worker must authorize in writing all voluntary deductions, such as cash advances\loans, health insurance payments, cell phones, and other services to benefit the worker. Employer will make all deductions required by state/federal law, if applicable, such as: FICA, federal, state and/or local income tax withholding. Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions.</p>			

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * General Specifications and Physical Requirements of the Job: The majority of the workday is spent on ones feet and outdoors. Workers rarely stand in one place for any period of time. Workers must be able to stand, sit, stoop, squat, kneel, crouch, bend, (from the waist), push, pull, reach, lift and carry items weighing up from 5 to 80 pounds in the course of performing required activities. Work is performed in outdoor agricultural fields and involves exposure to sun, wind, rain, soil, mud, dust, heat, cold and other natural elements. Worker must be able to withstand working in the direct sunlight, and weather conditions ranging from hot and humid weather, moderate rain and cold while performing their required job duties. Workers should come prepared wearing appropriate clothing and footwear for the environmental and working conditions described.			

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Housing is only available to non-local workers (permanent residence outside normal commuting distance) and is not offered to non-working family members. Employer possesses and controls premises at all times. Female workers will be provided bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Workers' Compensation Insurance
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Employer will provide workers' compensation insurance coverage in accordance with 20 CFR 655.122(e). Employer attests that the policy will be renewed as necessary to cover the entire certified contract period and any extension of employment.</p> <p>Name of insurance carrier: The Charter Oak Fire Insurance Company Name of policyholder: LFC Enterprises, LLC and Affiliates Name of person to be notified of claim: Jason Shiveler Telephone number for point-of-contact: (239) 657-4421 Deadline for filing a claim: in accordance with state law</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Drug/Alcohol Testing
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>All new employees are subject to a post-hire, employer-paid drug/alcohol test. Any employee who declines to take or fails the test will be terminated and paid for all hours worked, if any.</p> <p>Employer also reserves the right to conduct employer-paid post-accident drug/alcohol testing. Any employee who declines to take or fails the test will be immediately terminated.</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.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, but may be subject to state overtime requirements, if applicable</p> <p>Raises and/or bonuses may be offered to any seasonal worker employed under this job order, at the company's sole discretion, based on individual factors including but not limited to work performance, skill, and tenure.</p> <p>Employer expressly prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. The employer attests they will not seek or receive payment of any kind from workers for anything related to obtaining the H-2A labor certification, including the employer's attorney or agent fees, application fees, or recruitment costs.</p> <p>Payroll periods will be weekly. Thursday is the last day of the pay period, and the hours are calculated the following week and a payroll check is issued on the Friday after the pay period ends.</p> <p>Employer will not pay the workers a bonus.</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Transportation Safety
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <ul style="list-style-type: none">- No smoking, eating or drinking.- Do not attempt to change or move seats once the bus is in motion.- Do not distract or disturb the driver while bus is in motion.- Loud music is not permitted.- Keep conversations low.- Drivers will adhere to proper loading restrictions, so not to exceed the weight capacity allowable for any and all company buses.- Drivers have to ability to report any and all employee violations or refusal to follow guidelines directly to the Farm Manager.- Alcoholic beverages are not permitted on the bus.			

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



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H. Additional Material Terms and Conditions of the Job Offer

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
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Vehicles utilized to transport workers are covered under a valid insurance policy which includes property damage insurance. Workers will be picked up at the employer-provided housing address(es) on work days approximately 15 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the work day and returned to the designated employer-provided housing location.</p> <p>The above-referenced vehicles will be used to make multiple trips to transport the total number of requested workers to the worksites as outlined in Clearance Order.</p> <p>Daily transportation to and from the worksite is available to all workers, including those who do not reside in employer provided housing.</p>			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>The employer expects all employees to adhere to the standards and expectations for conduct (Work Rules) which it believes are necessary for the company's safe and efficient operations.</p> <p>The Work Rules listed below, and others that may be established from time to time, are not all-inclusive. These standards are only examples of the types of prohibited conduct for which employees may be disciplined or terminated. They are published to provide a general understanding of what your employer considers to be unacceptable conduct. The employer may impose disciplinary action in those instances where management decides such action is appropriate up to and including termination of employment for cause.</p> <ol style="list-style-type: none">1.Failure to perform work assigned by a supervisor or manager, consistent with the terms of your contract.2.Falsification of company records or documents, or other material forms of dishonesty, fraud, theft, or the misuse of property.3.Leaving the farm property during scheduled working hours without the permission of your supervisor or manager.4.Deliberately abusing, destroying, damaging, or defacing farm property, tools and/or equipment, including the personal property of others.5.Taking part in any conduct which may endanger health or safety of fellow employees or bring discredit to employer, its supervisors or managers.6.Improper or illegal use of alcoholic beverages, illegal drugs, controlled substances, or prescribed medications.7.Failure or refusal to cooperate in a company investigation.8.Improper behavior in performing your job.9.Violation of the employers policies or procedures - including but not limited to housing rules of occupancy - which have been established to protect the employers property and equipment, as well as to help safeguard the health and safety of its employees.10.Tolerating, participating in, or initiating an event or act that is reasonably considered to be threatening verbal or written behavior or workplace violence. This type of prohibited conduct may include engaging in verbal or harassing conduct or behavior towards a co-worker.11.Engaging in verbal or prohibited acts of prohibited employment discrimination or retaliation against another employee.12.Possessing cell phones inside work areas such as the fields, groves, orchards and/or packing facility. Cell phones must be left during working hours in the bus, van or at the housing facilities, with the exception of circumstances in which a worker is attempting to communicate illegal or dangerous working conditions to the company or toll-free confidential complaint hotline.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules
3. Details of Material Term or Condition (up to 3,500 characters) * <small>General:</small> 1.Keep house Clean 2.Sweep all floors daily 3.Mop all floors weekly 4.Do not leave trash in yard 5.DO NOT DAMAGE HOUSE 6.No loud music or parties after dark 7.Do NOT leave A/C on during the day 8.Do not cover/remove smoke alarms 9.Do not remove heaters/fire extinguishers from home 10.Do not use extension cords 11.Do not remove/tear screen on doors/windows 12.No fighting or weapons will be allowed 13.No alterations to units are allowed 14.No consumption of alcohol or illegal substances are permitted <small>Bathroom:</small> 1.Flush toilet paper after every use 2.Place toilet paper, after use, in toilet before flushing. Don't put in waste basket. 3.When dirty, clean off surfaces: top of toilet bowl, sink and shower 4.Take out waste basket when full <small>Bedroom:</small> 1.Make your bed 2.Do not take beds apart or move beds 3.No guest allowed staying overnight 4.Keep personal belongings in own space 5.No food is allowed to be stored in bedrooms <small>This housing is being offered to from your employer as an extra benefit from this company. You have to be employed by this company in order to be permitted to live in the housing provided. Non-employees are not permitted to stay at the worker housing. Tenancy is from week to week. In the event that your employment ceases, workers will have reasonable time to find alternative housing. Your housing unit can be and will be inspected by a company representative weekly or monthly by the Department of Health. These inspections are to help assure that all housing units are maintained in healthy and neat conditions.</small>			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Inspection
3. Details of Material Term or Condition (up to 3,500 characters) * If one has not already been performed at the time of this filing, the employer(s) request(s) an inspection of the property.			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Farm Labor Stabilization And Protection (FLSP) Pilot Program Commitments
3. Details of Material Term or Condition (up to 3,500 characters) * Baseline Requirements: <p>1. Universal Application of Benefits: Farm-Op Kuzzens H-2A, LLC commits to providing all benefits, protections, and working conditions described in this job order equally to H-2A workers and U.S. workers in corresponding employment at all worksites covered by this application. This commitment ensures fair treatment for all workers regardless of their visa status.</p> <p>2. USDA Research Participation: Farm-Op Kuzzens H-2A, LLC will participate in a USDA-sponsored research study on agricultural labor practices. Workers may be invited to voluntarily participate in surveys or interviews. Participation or non-participation will not affect employment status, wages, or working conditions.</p> <p>3. Know Your Rights and Resources (KYRR) Training: Farm-Op Kuzzens H-2A, LLC will provide a mandatory 2-hour KYRR training to all workers within two weeks of their employment start date. This training, conducted by a USDA-approved provider in a language understood by workers, will cover worker rights and available resources.</p> <p>4. Responsible Recruitment: If applicable, the employer will disclose the name of any foreign agents and sub-contractors and provide a copy of the completed Recruitment Partner Letter. If available, the recruiter's registration in the country from which they are recruiting will be supplied.</p> <p>Silver/Platinum Options:</p> <p>5. Recruitment via NCA Ministries: Farm-Op Kuzzens H-2A, LLC has exclusively sourced labor will recruit new H-2A workers for this job order exclusively through government agencies in Guatemala, Honduras, and El Salvador. Workers will not be charged any recruitment fees. This commitment aims to prevent exploitation in the recruitment process.</p> <p>U.S. workers will be recruited during the H-2A filing process and up to the fifty-percent point in the contract. Employer will accept referrals/applicants from all sources and hire those who are able, willing, qualified, and available to perform the specified job duties for the duration of the contract period; have been apprised of all material terms and conditions of employment; agree to abide by all material terms and conditions of employment; be legally authorized to work in the United States; and satisfy all minimum job requirements.</p> <p>6. Collaborative Working Group(s): Farm-Op Kuzzens H-2A, LLC currently has collaborative working groups, we would look to enhance these groups by adding additional focus in heat illness and other environmental factors that impact fatigue. Each crew would select a member from a group of volunteers to represent them. This member must be in good standing with the company and approved by their supervisor. This member would then be approved for selection by the Human Resources (HR) team. This process would ensure a member from each crew is also representative of each primary task (harvesting/production) which would be representative of 100% of the employees at any given time. These groups will address workplace issues such as safety, health, pesticide use, transportation, housing, and grievance reporting. The groups will meet monthly (at minimum) during paid work hours to discuss and address worker concerns. Each group will have a facilitator tasked with providing discussion questions, taking minutes and reporting back to the company on what was proposed.</p>			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Farm Labor Stabilization And Protection (FLSP) Pilot Program Commitments 2
3. Details of Material Term or Condition (up to 3,500 characters) * 8. Weekly Housing Maintenance Plan: Farm-Op Kuzzens H-2A, LLC will be following a Weekly Housing Maintenance Plan to ensure the upkeep and quality of worker housing. This plan includes a detailed process, described below, for workers to report any maintenance needs. Upon receipt of a maintenance request, Farm-Op Kuzzens H-2A, LLC will adhere to a specified timeline, to address and resolve these issues promptly, maintaining a high standard of living conditions for all workers. <p>While we maintain a current housing maintenance plan and standards in line with the Fair Food Program and compliant to state requirements, we recognize the opportunity to continue to improve and maximize our potential as an employer of choice. As such, we also recognize the opportunity to strengthen the feedback loops between employees and housing maintenance to ensure any issues are appropriately logged, addressed, and assessed on a routine basis moving forward.</p> <p>To do so, Lipman recognizes that the addition of a software tool to track requests and repair and maintenance schedules would be beneficial.</p> <p>We propose using the funding from the grant to implement a housing feedback and maintenance software tool for the operations. In doing this, we also anticipate moderate additions, repairs and maintenance to our housing in response to this new feedback/tracking tool.</p> <p>With over 5,000 beds under management, we employ a full-time housing maintenance team. This team would be responsible for tracking and responding to the requests. The system would be designed to generate the requests as anonymous which would protect any employee from being retaliated against. Our 24/7 hotline is also always available for any employee needing to report any concerns to HR or a Fair Food Program representative which adds a further layer of accountability.</p> <p>Additional commitments (ONLY USE if applicable):</p> <p>Pay, Benefits and Working Conditions</p> <p>10. Bonus Payment: Farm-Op Kuzzens H-2A, LLC will offer a bonus payment to workers based on the workers learning the tasks well and excelling in their work ethic. Workers will have the opportunity to earn an additional 15-25% at the end of each day. This bonus will be in addition to all required wages and will not be used to meet the required wage rate. Full details will be provided during orientation.</p> <p>While daily incentives prove effective, we believe offering an end-of-petition performance bonus could be effective in incentivizing long term performance, improving productivity and improving retention.</p> <p>Alternatively, there are some weeks where a lack of available work make a week's long earning very difficult – no matter how well each employee performs. We find weather, a lag between crops (one crop finishing early while another is coming on late) and other environmental factors add a layer of complexity to the operations. Setting a "floor" for earnings, and providing a bonus when the floor is not met due to the availability of work would be beneficial for each worker and provide stability.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Farm Labor Stabilization And Protection (FLSP) Pilot Program Commitments 3
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>We propose putting an employee bonus incentive plan in place that would create:</p> <p>a. An end-of-petition reward of \$25 across 10 different task categories for top performers. Top performers are eligible to win in multiple categories (up to \$250) and will be selected by crew (peer group) for each petition.</p> <p>b. Weekly supplemental bonus of \$75 in the event hours offered does not meet the appropriate threshold due to weather (or any other event outside the control of the operations)</p> <p>The company maintains a database of each worker's productivity by task and can compare them to the rest of the crew they belong to for the season. Each worker within a crew has the opportunity to compete against each other to be the top performer for the season across multiple associated tasks such as Tomato Harvest, Grape Harvest, Tying, and Cleanup.</p> <p>Partnership Agreements</p> <p>12. Worker-Driven Social Responsibility (WSR) Program: Farm-Op Kuzzens H-2A, LLC has participated in the Fair Food Program since 2010. From ensuring access to shade canopies, to instilling rigorous COVID response and protocols, to employee training and engagement in the fields, we have been an avid advocate for employee-centric practices that ensure the safety and wellbeing of all of their employees.</p> <p>As part of its partnership with the Fair Food Program, we are committed to supporting:</p> <ul style="list-style-type: none">• 24/7 hotline for questions/concerns/complaints• Complaint resolution process• Monitoring of housing/field conditions• Responsible recruitment protection• Annual audits of practices <p>Information about worker rights under this program will be provided during orientation. Participation will not negatively impact employment or working conditions.</p> <p>Addendum C: Section D.10 - Additional Housing Information</p> <p>Farm-Op Kuzzens H-2A, LLC will implement a weekly housing maintenance plan as described above to address worker concerns and maintain housing quality.</p> <p>Addendum C: Section G - Additional Referral and Hiring Instructions</p> <p>Farm-Op Kuzzens H-2A, LLC participates in the USDA Farm Labor Stabilization and Protection Pilot Program, which includes enhanced labor standards and worker protections beyond standard H-2A requirements. All terms and conditions of employment described in this job order, including FLSP commitments, apply equally to H-2A and domestic workers in corresponding employment.</p>			

p. Job Offer Information 16

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Description of Housing
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The employer will provide to those workers housing, which meets applicable state, local and federal housing standards, without charge, who come from beyond normal commuting distance from their residence and are not reasonably able to return to their residence within the same day.</p> <p>Dormitory Housing is for workers only. No housing will be provided to non-workers. Male workers will be offered housing to share sleeping quarters, bath, common and cooking areas with only male workers. Female workers will be offered housing only to share sleeping quarters, bath, common and cooking areas with other female workers. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Laundry facilities are provided in the housing units.</p> <p>Workers provided housing will be assigned to a specific housing unit by the employer, at the employer's sole discretion, and may occupy only the specific housing unit assigned. Housing arrangements may be changed by the employer during the period of employment to make the most efficient use of the housing facilities approved as described in this job order.</p> <p>The employer retains possession and control of the housing premises at all times. Workers who are provided housing under the terms of the work contract shall vacate the housing no later than 7 days upon termination of employment. Employees will be required to vacate company housing immediately in the event that an employee's termination is the result of serious misconduct that can be reasonably assumed to jeopardize the health and safety of other employees living in company housing.</p> <p>Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The employer's "Farm Housing Rules and Agreement" is attached. Failure to comply with these rules may result in disciplinary action, up to and including removal from the housing and termination of employment.</p> <p>Reasonable repair costs of damage other than that caused by normal wear tear will be deducted from the earnings of the workers found to have been responsible for willful, dishonest, or grossly negligent conduct resulting in damage to housing or furnishing.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Additional Referral and Hiring Instructions
3. Details of Material Term or Condition (up to 3,500 characters) * Farm-Op Kuzzens H-2A, LLC participates in the USDA Farm Labor Stabilization and Protection Pilot Program, which includes enhanced labor standards and worker protections beyond standard H-2A requirements. All terms and conditions of employment described in this job order, including FLSP commitments, apply equally to H-2A and domestic workers in corresponding employment.			

r. Job Offer Information 18

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Travel Arrangements
3. Details of Material Term or Condition (up to 3,500 characters) * Outbound transportation provided from the work site to the foreign worker's home city. Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in accordance with H-2A regulations and FLSA wage requirements. For non-commuting domestic workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place the worker departed from to the employer's place of employment. Employer pays/reimburses 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.			

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Harvesting Tomatoes (Round, Roma, Cherry, Grape, Field Pack), Bell Peppers, Specialty Peppers & Cucumbers: Using a 24-quart bucket, remove mature produce from the plant with both hands (tomatoes only remove calyx and stem) and place into the bucket. Repeat the process on each plant until the produce bucket is full. Then lift the bucket and place on your shoulder, stand upright and walk at a brisk pace until you reach the truck with the produce bins. Lift the bucket from your shoulder with both hands and hand it to the person next to the produce bin. The person next to the bin dumps the produce into the bin and returns the bucket with a ticket in it. Save the ticket to keep count of how many buckets you pick. Repeat process. Harvest Dumper: Harvest dumper is required to stand on top of, or on the side of, harvesting containers and receive full harvest buckets that are being tossed to the harvest dumper from the harvesting employees. Bucket weights vary, based on commodity, but should not exceed 35 lbs. when filled with product and will be dumped into various types of harvesting containers. After harvest dumper receives and empties the contents into the appropriate container; the harvest dumper will return the empty bucket to the harvesting employee placing a token inside the bucket for them to receive. The harvest dumper will monitor the cleanliness of the containers and remove any additional vegetation from produce inside the harvest containers and toss unwanted vegetation to the ground. As containers reach full capacity, the harvest dumper will stack, if needed, an additional container (weighing approximately 60 - 80 lbs.) on top of the full container and continue the process. Field Pack - Packers: Preparing buckets and trays; unloading full buckets of produce to grading table; sorting and grading produce; packing produce into trays. Safely stack trays onto pallets and unload pallets in the afternoon. Duties will also include maintaining a sanitary and safe work area; including removal of all used plastic and sweeping. Preparing the box truck for the next day's harvest. Pull Plastic: With both hands, grab all plastic and drip tape; remove it from the plant beds or field. Gathering plastic and drip tape to the ends of the field and/or walkways. Repeat process throughout entire field. Plastic Load / Haul: Pick up bails of plastic and load onto truck to be delivered and then unloaded at the designated drop off area. Post-Harvest Clean Up: The worker will be required to pick up by hand and place the post-harvest debris throughout the production area into containers provided. This clean-up includes digging out with shovel and picking up any broken stakes, plastic, or remaining trash and debris. Post-Harvest Clean Up (Grappler): Workers are required to move ahead of grappler machine and gather plastic in piles in the field. String Cutting (Twine): Worker is required to use a knife that is provided by employer and with hands to cut through sting from the top to the bottom of the plastic beds with a downward motion and cutting through sting wrapped around stakes that are standing in the rows. At every crossway the worker will stop and place string that has been collected and into a trash bag provided by employer and continue the process until each row assigned is completed for the day. Once completed for the day or bags are full worker must place bags of string at the end of the roadways.</p>			

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Stake Pullers Operation: Person riding on top of platform of the stake puller machine and guiding stakes as they fall from guide chain that removes stakes from ground as they drop into container sorting stakes. Once container is filled, worker runs straps around bundles and tightens straps before machine releases bundles at the end of the fields. Hand Spray or Fertilize: Walk through fields with hand equipment, spraying or fertilizing as instructed. All required PPE will be provided. Weeding: Walk through fields and weed as instructed. Windbreaks or Freeze Protection: These cultural practices may be requested by staff. Seed Multiplication: Duties include filling pots, transplanting, flower collection, flower emasculation, pollen application, fruit harvest in greenhouse or field, seed extraction, plant training, plant disposal, and greenhouse clean-up, in addition to all other listed production, harvest, and clean-up duties. Because of small acreage, hourly rates are paid for all tasks performed in the production greenhouse or field plots. Nursery Labor: Plant, grow, water, transplant, prune, and generally care for plants, by working on flat washer, working on seed machine, including hand seeding, loading flats for field plantings. Workers will also be responsible for general house cleaning and repair. Packinghouse Grader: Employees are expected to follow company grade standards which includes sorting by color, size and quality, keep work area clean, in a safe and responsible manner while following all safety rules and regulations. Employee must handle all produce in a manner that complies with the company's food safety program. While performing the duties of this job, the employee is regularly required to use hands to finger, handle and feel; grasp and throw. Employee must be able to add and subtract, follow oral and written directions and apply common sense understanding to carry out instructions. The employee is frequently required to stand; walk; sit; and reach with hands and arms. The employee must regularly lift and/or move up to 50 pounds. Specific vision abilities required by this job include vision, distance vision, and depth perception. The employee is required to climb stairs and move around in small spaces such as catwalks, behind and under belt lines. The employee is required to be aware of and be able to avoid forklift traffic. Packinghouse Stacker: While performing the duties of this job, the employee is regularly required to use hands to finger, handle and feel; grasp and throw. The employee is frequently required to stand for long periods of time, reach with hands and arms. The employee must regularly lift and/or move up to 50 pounds. Specific vision abilities required by this job include vision, distance vision, and depth perception. The employee is required to climb stairs and move around in small spaces such as catwalks, behind and under belt lines. The employee is required to be aware of and be able to avoid forklift traffic.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 3
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Packinghouse Floor Crew: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; walk; sit; and reach with hands and arms. The employee must regularly lift and/or move up to 50 pounds. Employees are required to consistently push empty boxes down chutes. Clean work area of product on floor, and turn off filler machine to clear filler of box issue. The employee is required to climb stairs and move around in small spaces such as catwalks, behind and under belt lines. The employee is required to be aware of and be able to avoid forklift traffic. Packinghouse Floor Night: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; walk; sit; and reach with hands and arms. The employee must regularly lift and/or move up to 50 pounds. Employees are required to consistently push empty boxes down chutes. Clean machinery from once work is completed for the day. The employee is required to climb stairs and move around in small spaces such as catwalks, behind and under belt lines. The employee is required to be aware of and be able to avoid forklift traffic. The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.</p> <p>The work entails exposure to soil, plants, insects, and plant materials such as, but not limited to pesticides and fertilizers. The employer will comply with all worker protection standards and restrictions applicable to the use of pesticides and other chemicals. Workers are required to comply with all applicable worker protections standards as communicated by Supervisors and Farm Managers. Required posters will be placed at applications areas displaying date and time that re-entry is allowed. For the employer to ensure the highest level of food safety within its operation, workers must be able to listen to, understand the identification of, and follow verbal instructions by Company Supervisors and Managers when these required posters are in place. Stooping and Bending: This activity would be constant for the job specifications. Daily job assignments will be made by, and at the sole discretion of, the employer as the progression of the growing season dictates. Workers may not switch work at Company locations without specific authorization of the Farm manager. At the direction of the Farm Manager and/or Supervisor workers may be re-assigned to different farm locations within the company at various times of the workday and/or on different days. All safety rules and instructions must be meticulously observed throughout the workday. Each hired worker will receive by the first day of work, a copy of the applicable rules and policies.</p>			

v. Job Offer Information 22

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 4
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>It is the workers responsibility to read thoroughly the rules and policies, and to secure assistance from the worker's assigned Farm Manager should the worker not understand anything published in the policies. Non-workers will not be permitted at the work sites or on company property without permission from the employer. Importantly, no non-working minor children under the age of 18 shall be present at the worksite or left unattended in vehicles at the worksite during the day. Workers arriving at the worksite with non-working minor children or other non-workers will be sent home.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Disclosures
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work is to be done for long periods of time in the field, when plants may be wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers ability to perform the job. Workers must be able to perform the required work with or without reasonable accommodations. Must wear assigned personal protective equipment when required. Must report for work daily wearing appropriate work clothing and boots or other durable foot wear. Casual clothing not permitted. Workers wearing inappropriate clothing will not be permitted to start work.</p> <p>Workers will have an unpaid lunch break when working more than 5 hours. Must report to work at the designated time and place each day. Daily or weekly work schedules may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start/end times. Employer may request, but not require that workers work more than the stated daily hours, on the worker's Sabbath, or on federal holidays.</p> <p>Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company worksites or vehicles is prohibited and will be cause for immediate termination. The employer does not conduct background checks but may terminate a worker for cause if a criminal conviction or sex offender status is discovered during employment, in accordance with applicable laws and regulations, to ensure the safety of other workers, staff, and the public. The work described herein is regular, seasonal full-time work requiring all workers to be available as stated on the standard work schedule, throughout the entire contract period. Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle. Employer also retains the right to terminate workers for lawful job-related reasons, including but not limited to workers who: are regularly absent or tardy; malinger or otherwise refuses to work in accordance with direction, or is otherwise obviously unqualified to perform the job; is physically able but does not demonstrate the willingness to perform the work necessary.</p> <p>Non-U.S. workers may be terminated if one or more U.S. workers becomes available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences.</p> <p>Foreign workers will be advised of their responsibility to depart the U.S. when employment comes to an end. Employer will request and maintain records of each worker's permanent home address, e-mail address (when available) and phone number.</p>			

x. Job Offer Information 24

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Schedule
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Six (6) hours per day, Monday through Saturday, is normal, however the worker may be requested but not required to work additional hours per day and the Sabbath and/or federal holidays and Sunday depending upon the conditions of the crop, weather, maturity of the crop and market conditions. Workers will be provided with a 30-minute lunch break on most days unless unforeseen circumstances necessitate working 5 hours or less on a workday.</p>			

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