



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

A. Job Offer Information

1. Job Title * Ag Equipment Operator							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		3	3	3. First Date * 4/7/2024	4. Last Date * 12/6/2024		
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 *
50	a. Total Hours	9	c. Monday	9	e. Wednesday	9	g. Friday
0	b. Sunday	9	d. Tuesday	9	f. Thursday	5	h. Saturday
							a. 8 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 5 : 00 <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 \$	
\$ 18 . 50		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
10. Frequency of Pay: * <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input checked="" type="checkbox"/> Other (specify): <u>2 times a month</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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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.)
 Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries. In the event kitchen facilities are not available workers staying in employer housing will be provided 3 meals per day at the current subsistence rate as posted in the federal register.

2. The employer: *

<input type="checkbox"/> WILL NOT charge workers for meals.		
<input checked="" type="checkbox"/> WILL charge each worker for meals at	\$ <u>15</u> . <u>88</u>	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)
 See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)
 See Addendum C "Inbound/Outbound Clarifications"

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>15</u> . <u>88</u>	per day *
	b. no more than	\$ <u>59</u> . <u>00</u>	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.)

See Addendum C

2. Telephone Number to Apply * +1 (716) 664-0408	3. Extension § N/A	4. Email Address to Apply * contact@specialtycroph2a.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? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

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

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

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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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 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

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

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

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

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

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

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

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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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



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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)(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 * Petroshus	2. First (given) name * Marcy	3. Middle initial §
4. Title * Partner		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/15/2024
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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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 §
Petro Farms	42.482192, -85.870153 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.470906, -85.823016 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.469673, -85.822748 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.466459, -85.85222 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.477342, -85.856261 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.473565, -85.854331 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.467221, -85.861035 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.475122, -85.893477 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.458504, -85.859372 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.440303, -85.849592 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3

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 §
Petro Farms	42.437808, -85.8725 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.436584, -85.863283 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.435017, -85.889865 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.438066, -85.879629 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.446256, -85.887512 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.445609, -85.882634 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.445463, -85.883251 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.431038, -85.88605 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.431354, -85.835502 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.428573, -85.833929 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3

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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 §
Petro Farms	42.468444, -85.897713 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.425584, -85.918005 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.432912, -85.901605 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.43089, -85.896339 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.438112, -85.896741 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.436615, -85.894509 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.424972, -85.912279 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.414605, -85.936684 Bloomington, Michigan 49026 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.416365, -85.821144 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.405782, -85.826873 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3

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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 §
Petro Farms	42.40282, -85.845044 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.383072, -85.874308 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.413042, -85.94034 Bloomington, Michigan 49026 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.415775, -85.881767 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.457172, -85.924237 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.462008, -85.836344 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.456362, -85.834099 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.454859, -85.837927 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.44761, -85.769782 Otsego, Michigan 49078 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.435507, -85.881394 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3

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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 §
Petro Farms	42.488855, -85.803901 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.490203, -85.799619 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.452911, -85.92158 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.473123, -85.790388 Otsego, Michigan 49078 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.45797, -85.92721 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.467576, -85.996323 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.436791, -85.844805 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.472359, -85.816217 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.460481, -85.926671 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.409184, -85.826512 Gobles, Michigan 45055 VAN BUREN		4/7/2024	12/6/2024	3

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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 §
Petro Farms	42.418017, -85.824362 Gobles, Michigan 45055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	36th and 37th Ave, 1 mile West of m-40 Paw Paw, Michigan 49079 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.480535, -85.810838 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.465845, -85.854427 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.474484, -85.858617 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.475272, -85.88967 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.437753, -85.85446 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.436811, -85.849721 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.438944, -85.875956 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.444715, -85.859262 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3

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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 §
Petro Farms	42.438657, -85.886889 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.439368, -85.882343 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.445007, -85.89021 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.445903, -85.885182 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.445762, -85.882076 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.443216, -85.878814 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.431031, -85.877737 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.432048, -85.830594 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.425438, -85.834396 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.439469, -85.910274 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3

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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 §
Petro Farms	42.429022, -85.912697 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.432014, -85.898772 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.437904, -85.900768 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.436517, -85.899399 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.434837, -85.894499 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.411879, -85.931857 Bloomington, Michigan 49026 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.344659, -85.892959 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.407447, -85.833492 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.39939, -85.864876 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.385771, -85.870844 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3

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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 §
Petro Farms	42.462125, -85.790345 Otsego, Michigan 49078 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.417116, -85.94088 Bloomington, Michigan 49026 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.460496, -85.923891 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.461548, -85.83404 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.460295, -85.836453 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.454217, -85.836552 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.407396, -85.829456 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.4472, -85.804738 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.379567, -85.867032 Gobles, Michigan 49055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.4906, -85.801372 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3

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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 §
Petro Farms	42.488831, -85.799526 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.472861, -85.78621 Otsego, Michigan 49078 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.460755, -85.933457 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.463902, -86.000234 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.442565, -85.930577 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.399872, -85.868315 Gobles, Michigan 45055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.412, -85.838591 Gobles, Michigan 45055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.412842, -85.825958 Gobles, Michigan 45055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	42.410101, -85.829313 Gobles, Michigan 45055 VAN BUREN		4/7/2024	12/6/2024	3
Petro Farms	150 Douglas Street Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3

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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 §
Petro Farms	42.479859, -85.86597 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.468785, -85.822399 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.466439, -85.849408 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.472, -85.859952 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3
Petro Farms	42.452401, -85.888583 Allegan, Michigan 49010 ALLEGAN		4/7/2024	12/6/2024	3

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>Our farm utilizes seasonal help from spring planting through fall harvest. Employees will assist with all aspects of corn and alfalfa/grass production. Preparing the land for planting starts in March and then planting occurs from April until June. In the summer months, July to September, employees will participate by picking up rocks and maintaining the crops. In the fall, harvest and production would be September through November. Employees will be hauling and spreading manure to maintain and enrich the farms soil quality. Laborers are responsible for preparing, maintaining, cleaning, and operating all machinery used for the handling of the manure. Additional job duties may include fence maintenance (not erecting), spraying crops with a self propelled sprayer, fueling equipment, possible concrete repair to existing structures and assisting with livestock exposition. Other jobs or tasks workers may be asked to perform are: welding - stick and mig, operate torch, machinery maintenance and repair, upkeep farm/facility maintenance (cow barns), tire changes, truck maintenance (air brakes), tractor/skid steer/loader maintenance, ready machinery for planting/harvest. Workers should have electrical knowledge of equipment. No new structures will be erected. Workers may be asked to assist the farm owners with the delegation of tasks to others. These workers will not have managerial duties. Workers need ability to drive a silage truck, hook and unhook trailers and farm equipment/fieldwork implements, and conduct daily truck maintenance. Must have the ability to drive trucks on road and in fields, operate skid steer, tractor, wheel loader, and perform equipment maintenance. Must be able to lift and carry 75lbs/75yds. Minimum 3 months of general farm labor experience required. Must be able to withstand the smell of manure. Must have ability to drive a tractor. Some truck driving skills, farm machinery mechanic skills, previous hands-on farm skills are necessary. Worker may be asked to use hand tools to complete daily tasks and responsibilities. Class F Certification required or the ability to obtain a Class F Certification.</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>The employer will make the following deductions from the Worker's wages: FICA taxes, Medicare, Local, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, meals (if applicable) repayment of over payment of wages to the worker, and any other charges expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. There maybe deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if the worker request withholding.</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 *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employers will accept applications from any source. Interested candidates should first contact their local State Workforce Office. Interested candidates are to review the terms, conditions, and nature of employment as shown on the ETA 790 and its corresponding attachments. Candidates who may legally work in the United States and have a copy of the job order should call Aaron TeCrony at 716- 664-0408 Monday through Thursday 8:00am to 12:00 pm to schedule an interview. NO APPLICANTS ARE TO JUST SHOW UP WITHOUT A SCHEDULED INTERVIEW. Interstate (out of state) and Intrastate (in state) candidates will be interviewed over the phone. Over the phone interviews (for non-local applicants) will be done once employer has received written confirmation that the employer has complied with all disclosure requirements in accordance with MSPA 20 CFR 500.76. Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of the terms, conditions, and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Completing an application is part of the interview process. Workers are screened for compliance with the following criteria: 1) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non-local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Workers recruited against the job order from within normal commuting distance will not be provided with housing, subsistence, and transportation. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete USCIS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.</p>			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>A vehicle will be provided in ample time and passenger capacity, at sole expense of Employer, for workers living in employer's housing to travel to and from the daily work site. The vehicle will be properly registered, licensed and insured. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.</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

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Housing Information
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing capacity is strictly regulated by the US Department of Labor. No person other than the eligible employees authorized by the employer, may occupy, or remain overnight in employer provided housing. The housing is offered as temporary in season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must vacate the housing upon termination of employment, in compliance of local/state tenancy laws. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers will be terminated for willful damage of the employers housing and furnishings, or property. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Housing will be kept clean & in compliance with OSHA farm labor camp standards when occupied. Workers are responsible for keeping the housing clean. Employer will ensure that housing is kept in compliance with OSHA farm labor camp standards when occupied during the period of occupancy. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the grower to be out of compliance with any federal, state, or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Work Rules/Standards
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The following other work rules are intended to provide examples of prohibited conduct, and to provide standards of conduct and performance expected of workers by the employer. Workers are expected to comply with all rules in this job order, and any other lawful job-related employer requirements. Violation of any rule in this job order, including these other work rules, and other lawful job related employer requirements, will be considered grounds for disciplinary action, up to and including termination. This is not an all-inclusive list.</p> <p>1) Disciplinary Process: Worker must work productively and in compliance with Employer policies and job instructions. Failure to follow rules and policies will result in worker discipline and may result in termination. Without limitation on at-will status, Employer generally uses 3-step disciplinary process: 1) verbal coaching for first violation, 2) written warning for second violation 3) written warning for third violation 4) termination for fourth violation. Certain violations are so severe that they may result in termination without prior warning. Discipline Process is not contractual or guarantee of progressive discipline. Employer reserves right to determine appropriate discipline based on circumstances including the following lawful job-related reasons: a) not work efficiently or otherwise refuse without justified cause to perform directed work included in contract; b) commit serious act(s) of misconduct or serious or repeated violation(s) of employer work rules; c) fail after completing training period to perform work; d) abandon employment; e) falsify identification, personnel, medical, production or other records; f) fail or refuse to take drug test when requested (Employer reserves right to conduct for cause, non-discriminatory, and random drug testing at Employer expense. Drug test will not be utilized as pre employment tool.); or g) fail to obey directions. 2. Prohibition on Charging Fees: Workers may not charge fees to other workers, including but not limited to kickbacks, bribes, recruitment fees, processing fees, and placement fees. Workers must report any fee immediately to Employer. 3. No Illegal Activities Permitted On Farm: Worker must not participate in, or allow illegal activities on farm or worker housing areas, including, but not limited to theft, assault, and illegal drug use. Any worker who physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge. 4. Alcoholic Beverages, Marijuana, Firearms, And Illegal Drugs are not permitted in any field, farm building or work area. This includes weapons under local carry and concealed weapons laws. 5. If a worker cannot or does not go to work when expected or scheduled to work they must notify Marcy Petrosus before work shift starts. Failure to do so may result in initiation of the 3-step disciplinary process listed above.</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

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Substance Abuse, Duty to Leave, Grievance
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective their first date of work. Failure to comply with the request or testing positive will result in immediate termination.</p> <p>Duty to leave: Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.</p> <p>Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management. This employer strongly urges the reporting of all incidents of discrimination, harassment, bullying, intimidation, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management. Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended. Employer will not tolerate any type of harassment or intimidation of fellow workers. If you are threatened or intimidated in any way you should report this to upper management immediately.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Payment information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>ADDITIONAL PAY DETAILS. All employees, including H-2A foreign guest workers, will earn overtime rates for all hours worked per Michigan overtime labor law. Employer will pay each worker by check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is twice per month. Pay period will be 1-15 paid on the 18th, and 16-end of the month, paid on the first. If payday is on a weekend or holiday, payday will be the next day. The day of rest Sunday.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Discipline and/or Termination
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules. c) threatens, harasses, or intimidates any supervisor, crew leader, or fellow employees, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment (5 consecutive days of unexcused absences); g) falsifies identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, or i) commits acts of insubordination, j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Reason beyond employer's control, includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no compete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no compete - no rehire policy.</p>			

j. Job Offer Information 10

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - In/Outbound Transportation - Clarifications
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Employer will not advance transportation nor subsistence costs for transportation to the place of employment. Employer reserves the right to arrange transportation in advance. Employer may provide a charter bus free of charge for the group of workers. If no such charter bus is available, employer will provide workers with tickets on reasonable common carrier, pick them up at carrier station, and take them to worker housing free of charge. Workers who choose not to use employer chartered transportation will be reimbursed for local travel between the charter pick up/drop off point and their home. If the worker declines employer-arranged common carrier transportation, then the employer will reimburse the most economical common carrier rate for transportation. Daily subsistence will be given per program rules. The same will be true for outbound subsistence and transportation.</p> <p>The employer will not be responsible for providing the cost of return transportation and subsistence from the place of employment to the place of recruitment if the worker voluntarily abandons the job or is terminated for just cause.</p>			

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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 - Safety/Production Standards 1-7
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will be expected to meet the following production standards after completion of training or break-in period, if applicable: Adequately skilled and safe use of nail gun, screw gun, measuring tape, saws, and other skills needed to meet the necessary time and safety requirements of the schedule.</p> <ol style="list-style-type: none"> Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor and with proper licensing. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer. Workers must not misuse or remove any employer owned property from the farm premises without authorization. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office. This includes proper use of appropriate personal protective equipment (PPE) and any safety equipment required to operate equipment safely. Workers must follow supervisor's instructions. Insubordination is cause for dismissal. Workers may not use cellular telephones, theirs or the employer's, for personal use during work time. Workers may carry and are encouraged to use cellular telephones in case of a bona fide emergency. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions. <p>The employer will provide workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.</p>			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Safety/Production Standards 8-12
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <ol style="list-style-type: none"> No use of beer or liquor is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs, which includes abuse of prescription drugs prescribed for either the worker or for another person. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Prescription medication must be kept in its original container with the original pharmacy label attached. Employer will test for drug or alcohol use upon reasonable suspicion that the worker may be affected by drugs or alcohol that could adversely affect job performance or the work environment, including safety related performance of the worker or other persons. Excessive absences or tardiness will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Excessive absences or tardiness includes three (3) unexcused absences and/or tardies in a two (2) week period and may result in termination. Less frequent rates of unexcused absence and tardiness that negatively impact operations and productivity, such as one unexcused absence or tardy per week for consecutive weeks, will result in less severe discipline such as a written warning or suspension. Failure to correct such attendance issues will result in termination. Any absence and/or tardiness that is requested at least twenty-four (24) hours in advance of the work start day and time for which approval from the worker's supervisor is obtained will not count as an unexcused absence. Absences for verifiable medical reasons or other emergency reasons that can be substantiated with verification will also not count as unexcused absences. Employer reserves the right, however, to terminate workers absent for any reason if the number of absences materially effects operations and productivity if the absences are not subject to the Family Medical Leave Act, the Americans with Disabilities Act, or similar applicable provisions. Workers must maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear, in compliance with applicable housing requirements as determined by regular inspections by the employer and government representatives. For example, eggs, meats, and other foods requiring refrigeration must remain refrigerated, dishes and other cooking utensils must be cleaned, and lids must be kept on all trash and waste receptacles. The Employer may inspect housing for compliance with these requirements at reasonable times, and workers must report any damage or maintenance issues, whether by normal wear and tear, or by acts of an individual to their supervisor or the employer's office. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted. Reasonable repair costs of damage other than that caused by normal wear and tear will be charged to the workers found to have been responsible for the willful or reckless damage to the housing or furnishings as allowable by State and Federal law. Such conduct may result in termination. 			

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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 - Safety/Production Standards 13-29
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>13. All posters required by federal and state law will be posted at each housing location. They are not to be removed, defaced, or altered in any way. Workers who wish to have copies may ask their supervisor.</p> <p>14. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.</p> <p>15. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.</p> <p>16. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.</p> <p>17. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used, and lids must be kept on trash and waste receptacles.</p> <p>18. Workers may not take unauthorized breaks from work.</p> <p>19. Workers may not leave the field or other assigned work areas without permission of employer or person in charge.</p> <p>20. Workers may not enter employer's premises without authorization.</p> <p>21. Workers may not begin work prior to scheduled starting time or continue working after stopping time.</p> <p>22. Workers living in employer's housing may not entertain guests in housing premises after 10 p.m. Sunday through Friday or after 11 p.m. on Saturday and may not have overnight guests at any time</p> <p>23. Workers may not deliberately restrict production or damage plants.</p> <p>24. Any worker who physically threatens another worker, the employer, or any supervisor, with or without any tool or weapon, will be subject to immediate discharge.</p> <p>25. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.</p> <p>26. Workers may not engage in horse play, scuffling, throwing things, wasting time, or loitering, including sitting in work vans or other equipment during work hours. Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.</p> <p>27. Workers will be discharged if they steal from fellow workers or the employer.</p> <p>28. Workers will not falsify identification, personnel, medical, production or other related records.</p> <p>29. Workers may not willfully or negligently abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property, including housing belonging to the employer or to other employees.</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 - Safety/Production Standards 33-36
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>33. Occupants of housing must not cover or remove smoke alarms or remove batteries from smoke alarms, must not remove heaters from housing, must not discharge fire extinguishers (except for use during an emergency), must not remove fire extinguishers from housing, and must flush toilet paper after use (do not leave used toilet paper in waste basket).</p> <p>34. Occupants may not interrupt other workers' rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. on Sunday through Friday, nor after 11:00 p.m. on Saturday.</p> <p>35. Occupants of housing may not post or remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without permission from the employer.</p> <p>36. In determining appropriate disciplinary action, the employer will consider the seriousness of the offense and the surrounding circumstances, including the safety of the employee and others, the apparent awareness of the individual that his action or conduct would or could have serious consequences or his failure to consider the consequences of his action or conduct, and other factors. The Employer reserves the right to impose immediate discharge for serious violations. In cases that appear to warrant less serious penalties and for which the employee takes responsibility for future conduct in accordance with the work rules and other provisions of the job order, employees who violate work rules may be disciplined in the following ways (not limited to): Oral warning and correction, written warning, unpaid leave for balance of pay, immediate discharge, suspension, and/or written fact statement. Employee may be asked to sign written fact statement.</p> <p>EMPLOYER FURNISHED TOOLS AND EQUIPMENT The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work. Crews will be responsible for vans, tools, and equipment assigned to them. Deductions will be taken for lost tools, misuse causing damage and destruction of tools and equipment. Vehicles must be kept clean and deductions will be made for necessary cleaning, damage due to misuse, and reckless operations.</p> <p>EMPLOYER OBLIGATION IF EMPLOYMENT IS EXTENDED No employment beyond the period of employment specified in the job order shall relieve the employer from paying wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expense to the worker.</p> <p>ELECTRONIC DELIVERY OF W-2 FORM Worker agrees to give employer permission to deliver W-2 tax document electronically via email or other messaging or texting platform.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - GENERAL CONDITIONS APPLICABLE JOB SITES:
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Workers will work on their feet in bent, stooped and crouched positions and on ladders up to ten (10) feet in height for long periods of time. Employees must be able to lift and carry materials or equipment with a weight of 75 pounds frequently throughout the workday. Work requires repetitive movements and extensive walking. Workers should be physically able to do the work required. Workers will be expected to work on days that are deemed workable by Employer's management. Disciplinary action may be taken if worker does not show up for work due to stated conditions. Workers are expected to be at work on time every day work is available and to work the full workday as specified in this job order.</p>			

p. Job Offer Information 16

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring Instructions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Job seekers should apply at the nearest State Workforce Agency local office [(i.e. Michigan Works!)] to receive terms and conditions of employment. To find the nearest Michigan Works! please visit Pure Michigan Talent Connect - Pure Michigan Talent Connect - Home (mitalent.org) and may be reached by calling 800-285-9675.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation -
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * A 2005 Dodge Ram pickup truck, Vehicle ID 3D7KS28C25G719157, or 2008 Chevy HHR Vehicle ID 3GNCA13D28S699917 will be provided at the sole expense of Petro Farms to the workers at approximately 7:00 am, an hour before the shift begins, generally 8:00 am. This pickup truck has a capacity for six passengers, and the HHR has a capacity of five passengers, one of which will be provided to transport the three workers to the work site. Both vehicles are owned and registered by Petro Farms and are properly insured through Freemont Insurance Company, Policy Number CA 0031705 04 (Ram) and CAP 0031705 05 (HHR). Proof of Insurance throughout the entire petition period is included in this application. This same vehicles will be available at the sole expense of Petro Farms to return the workers home at the end of their shift.			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - dates, days and hours per week
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * All of the time frames related to specific job descriptions for each crop listed in job description are approximations for the purpose of disclosure to potential applicants, applicants, and employees (both foreign and domestic). The job activities described may, in fact, occur earlier and/or later depending on a wide variety of variable's including, but not limited to, weather conditions, weather disaster(s), Acts of God, disease pressure, positive or negative market conditions, availability or lack of availability of productions inputs, high or low cost of available inputs, and other factors, that the grower could not reasonably anticipate at the time this application was submitted and is beyond the control of the employer. These could develop and could occur at any time during the course of the growing season. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek is 9 hours per day Monday-Friday, and 5 hours on Saturday is normal; however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season. Starting and ending times may vary according to weather and crop conditions. When this occurs, the employer will give workers advance notice as possible. Starting and ending times will change due to weather and crop conditions. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when changing shifts are required. If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.			

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