



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

A. Job Offer Information

1. Job Title * Farm Worker							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	25	16	3. First Date * 4/12/2025	4. Last Date * 10/31/2025			
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 *	
42	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	7	h. Saturday
						a. 8 : 00	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
						b. 4 : 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 . 15		<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 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. *		3	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<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>50</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) 3 months farm work experience required. Employer reserves the right to conduct employer-paid post-accident drug testing. Any employee who declines to take or fails a drug test will be immediately terminated.			

C. Place of Employment Information

1. Place of Employment Address/Location *			
5795 Scottdale Road			
2. City *	3. State *	4. Postal Code *	5. County *
St. Joseph	Michigan	49085	Berrien
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) * Name of Agricultural Business: Hawkeye Farms LLC dba Mick Klug Farms 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 *			
5795 Scottdale Road			
2. City *	3. State *	4. Postal Code *	5. County *
St. Joseph	Michigan	49085	Berrien
6. Type of Housing (check only one) * <input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		7. Total Units * 4	8. Total Occupancy * 45
9. Identify the entity that determined the housing met all applicable standards: * <input checked="" 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 checked="" type="checkbox"/> Yes <input 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 \$ 15 . 88 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 via the following vehicles authorized to transport workers: Goshen Coach Bus, Capacity: 13; Toyota Hylander Car, Capacity: 5; Chevy Silverado Truck, Capacity: 5; Chevy Suburban Car, Capacity: 7; Jeep Grand Cherokee Car, Capacity: 5; Ford F-150 Truck, Capacity: 6.

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

\$ 15 . 88

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 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 Thursday during the hours of 10:00 AM - 4:00 PM EDT at phone (+12692817941) or email (office@mickklugfarms.com). 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.

To locate the nearest Michigan Works! Agency, please visit <https://www.michiganworks.org> or call 800-285-WORKS (9675).

2. Telephone Number to Apply * +1 (269) 281-7941	3. Extension § N/A	4. Email Address to Apply * office@mickklugfarms.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)(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 * Schilling	2. First (given) name * Abby	3. Middle initial §
4. Title * Member		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/25/2025
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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 §
Hawkeye Farms LLC dba Mick Klug Farms	8390 Ruggles Road Baroda, Michigan 49101 BERRIEN	NONE	3/15/2025	10/31/2025	16
Hawkeye Farms LLC dba Mick Klug Farms	430 East John Beers Road St. Joseph, Michigan 49085 BERRIEN	NONE	3/15/2025	10/31/2025	16
Hawkeye Farms LLC dba Mick Klug Farms	6686 South Scottsdale Road Berrien Springs, Michigan 49103 BERRIEN	NONE	3/15/2025	10/31/2025	16
Hawkeye Farms LLC dba Mick Klug Farms	1174 East John Beers Road Shoreham, Michigan 49085 BERRIEN	NONE	3/15/2025	10/31/2025	16
Hawkeye Farms LLC dba Mick Klug Farms	317 Hinchman Road Baroda, Michigan 49101 BERRIEN	NONE	3/15/2025	10/31/2025	16
Hawkeye Farms LLC dba Mick Klug Farms	7699 Cleveland Avenue Baroda, Michigan 49101 BERRIEN	NONE	3/15/2025	10/31/2025	16
Hawkeye Farms LLC dba Mick Klug Farms	484 East John Beers Road St. Joseph, Michigan 49085 BERRIEN	NONE	3/15/2025	10/31/2025	16
Hawkeye Farms LLC dba Mick Klug Farms	1117 Hinchman Road Baroda, Michigan 49101 BERRIEN	NONE	3/15/2025	10/31/2025	16
Hawkeye Farms LLC dba Mick Klug Farms	1237 Marrs Road Baroda, Michigan 49101 BERRIEN	NONE	3/15/2025	10/31/2025	16
Hawkeye Farms LLC dba Mick Klug Farms	1381 Marrs Road Baroda, Michigan 49101 BERRIEN	NONE	3/15/2025	10/31/2025	16

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 §
Schilling Family Farms, LLC	6459 M-140 Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	6454 Preston Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	82005 Co Rd 687 Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	6137 M-140 Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	9259 East Eureka Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	8797 East Eureka Road Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	8584 East Eureka Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	8389 Sommer Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	9224 Black Lake Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	6000 Clawson Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16

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 §
Schilling Family Farms, LLC	6556 Clawson Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	6701 Clawson Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	51999 Indian Lake Rd Dowagiac, Michigan 49047 CASS	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	7299 Preston Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	8900 Cushin Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	6686 Preston Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	6000 Steimle Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	6680 Preston Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	7859 Sinclair Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	7825 W. Eureka Rd Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16

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 §
Schilling Family Farms, LLC	5631 Clawson Road Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	5600 Clawson Road Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	8051 West Eureka Road Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	9161 East Eureka Road Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	6094 Michigan 140 Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	9224 Black Lake Road Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	50455 County Line Road Dowagiac, Michigan 49047 CASS	NONE	3/15/2025	10/31/2025	16
Schilling Family Farms, LLC	8143 East Eureka Road Eau Claire, Michigan 49111 BERRIEN	NONE	3/15/2025	10/31/2025	16

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	7762 West Eureka Road Eau Claire, Michigan 49111 BERRIEN		5	45	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3.	Details of Material Term or Condition (<i>up to 3,500 characters</i>) *		
<p>Crops: Apples, Apricots, Asian pears, Asparagus, Berries, Blackberries, Blueberries, Brussels sprouts, Cantaloupes, Cherries, Cider, Corn, Fruit and nuts, Fruits, Grapes, Green beans, Melons, Nectarines, Non-citrus crops, Orchard, Orchard crops, Peaches, Pears, Peas, Plums, Raspberries, Squashes, Stone fruits, Strawberries, Sweet corn, Tomatoes, Vegetables, Ramps, Rhubarb, Zucchini Blossoms.</p> <p>Tomatoes: Laying and holding row plastic, Walk field to mark rows for planting, Water flats of plants, Load and unload flats of plants, Carry flats to rows, Hand plant plants, Set and pound stakes, Prune plants, Tie plants to stakes with string, Dig trenches for irrigation, Carry and set-up irrigation pipe, Tie ends of drip irrigation tape, Walk the field to check for leaks in irrigation pipes, Repair plastic, Mark rows with numbers, Equipment Operation, Hand harvest and sort tomatoes, Clean buckets, Pull stakes, Cut string, Pull plastic, Pick up trash in the field, Weeding/Hoeing, Moving stacks of tomato buckets, Record keeping and inventory tracking.</p> <p>Barns: Sweeping/mopping, Washing bathrooms and equipment and buildings, Hand grading and packing produce (non-mechanized packing processes), Sorting and re-packing produce, Assembling boxes and lids, Putting stickers or labelling on produce and/or boxes/containers, Stacking boxes on pallets, Wrapping pallets of boxes with string and/or plastic wrap, Moving pallets of produce boxes or bins, Equipment operation and general cleaning and maintenance, Record keeping and inventory tracking.</p> <p>Strawberries: Planting, Hand Harvesting, Grading/Sorting, Capping/Freezing, Loading, Clipping Blossoms and Runners from plants, Weeding/Hoeing and other plant maintenance, Equipment Operation.</p> <p>Berries: Hand harvesting, Grading/sorting, Packing, Pruning, Weeding/Hoeing and other plant maintenance, Equipment operation</p> <p>Tree Fruit: Hand harvesting, Moving ladders and bulk boxes, Hand grading and packing produce (non-mechanized packing processes), Stacking, Loading, Thinning, Pruning/sprouting, Picking up rocks/trash in orchards, Planting trees, Equipment operation, Weeding/hoeing.</p> <p>Ramps, Sweet Corn, Zucchini, Zucchini Blossoms, Asparagus, Melons, Peas: Planting, Hand harvesting, Digging to harvest (Ramps), Sorting, Washing, Hand grading and packing produce (non-mechanized packing processes), Loading, Weeding and Hoeing, Equipment operation.</p> <p>Grapes: Hand and Machine Harvesting, Hand grading and packing produce (non-mechanized packing processes), Loading, Thinning, Pruning, Weeding/hoeing, Equipment Operation.</p> <p>Farm Maintenance and General Operations: Clean interiors and exteriors of trucks and other machinery and vehicles, Load and unload trucks by hand or using hand carts/forklifts, Pull roots from abandoned orchards/fields, Trash removal, Moving bulk boxes/crates (wooden or plastic), Cleaning/organizing barns and (cold) storage facilities, Painting, Pulling/cutting weeds, Digging holes, Replanting, Moving boxes, Cleaning work areas, Cleaning & repairing small work tools, etc. (may be required between crop harvesting activities to keep the harvest producing on a timely basis.) Disassembling, moving and assembling irrigation pipe in several crop areas, Time clock operation, Equipment operation, Record keeping and inventory tracking.</p> <p>Workers who possess a valid driver's license and meet all applicable legal requirements, including holding a doctor's certificate as required by 29 CFR § 500.105, may be asked to drive vehicles for transporting workers, goods, or commodities on company business. This task is voluntary, compensable, and not a mandatory job duty. Workers without a valid driver's license or doctor's certificate will still be fully eligible for employment and are not disqualified from any other job responsibilities outlined in this application. The employer can and will make alternative arrangements for the transportation of workers should the need arise.</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
3.	Details of Material Term or Condition (<i>up to 3,500 characters</i>) *		
<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> <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>			

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 *	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>) *			
<p>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.</p>			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Section A.8a – Additional Disclosures
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<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.</p> <p>Out of concern for the safety of other workers, staff or the public at large, the employer reserves the right to terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender.</p> <p>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.</p> <p>Employer retains the right to terminate workers for lawful job-related reasons, including but not limited to workers who: are regularly absent or tardy; malingers 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>			

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 - FARM LABOR STABILIZATION AND PROTECTION (FLSP) PILOT PROGRAM COMMITMENTS PART I
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Baseline Requirements			
<p>1. Universal Application of Benefits: Schilling Ag Group, 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: Schilling Ag Group, LLC will participate in a USDA-sponsored research study on agricultural labor practices. Workers may be invited to voluntarily participate in online surveys or in-person interviews conducted by USDA cooperators or their local partners. Participation or non-participation will not affect employment status, wages, or working conditions.</p> <p>3. Know Your Rights and Resources (KYRR) Training: Schilling Ag Group, LLC will provide a mandatory 2-hour KYRR training as soon to the beginning of the employment start date as possible, as determined by the USDA's approved KYRR training provider(s). All workers will attend this training while on the clock and will receive normal pay during training.</p> <p>This training will be provided in a language understood by workers and will cover worker rights and available resources. Basic training elements will include the following: FLSP program details, recruitment, right to housing, food and other aspects of worker employment contracts, hours and salary, health and safety, discrimination at work, sexual harassment and violence, Partnership agreements in FLSP, and retaliation.</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>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - FARM LABOR STABILIZATION AND PROTECTION (FLSP) PILOT PROGRAM COMMITMENTS PART II
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Supplemental Employee Commitments			
<p>Responsible NCA Recruitment</p> <p>5. Recruitment via NCA Ministries: Schilling Ag Group, LLC 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>Pay, Benefits and Working Conditions</p> <p>7. Innovative External Partnership: Schilling Ag Group, LLC will partner with Catholic Charities Diocese of Kalamazoo ("CCDOK") to implement a plan to improve quality of life for workers (e.g., improving worker health, safety, representation, or professional development). The benefits of this specific plan include counseling, and recreational and religious services. Specific details of this partnership and its benefits will be provided to workers. CCDOK will provide services through the contract end date. Engagement will be on a weekly basis.</p> <p>8. Weekly Housing Maintenance Plan: Schilling Ag Group, LLC will be following a Weekly Housing Maintenance Plan to ensure the upkeep and quality of worker housing. This plan includes a detailed process and the solicitation of feedback from workers for improving the quality of life in the housing complex, for workers to report any maintenance needs. Upon receipt of a maintenance request, Schilling Ag Group, LLC will adhere to a specified timeline, weekly to address and resolve these issues promptly, maintaining a high standard of living conditions for all workers.</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 - FARM LABOR STABILIZATION AND PROTECTION (FLSP) PILOT PROGRAM COMMITMENTS PART III
3. Details of Material Term or Condition (up to 3,500 characters) * Description of Employer Practices and Plans			
<p>Schilling Ag Group, LLC has taken care to implement worker-friendly conditions and policies whenever practicably possible. We have written worker agreements, housing agreements and training documents provided to all workers, in English and Spanish, to make their rights and conditions clear. We also verbally describe all conditions, worker requirements and housing rules.</p> <p>The farms provide chilled, potable water with clean, disposable cups, to all workers at all times. Access to water is not limited to break times. Access to shaded areas is provided at break times. Typically, this is in the form of natural shade as the bulk of the farms are orchards. Any farm ground that is open field, is flanked by tree-lines or orchards. Workers are encouraged to take breaks outside of the field, in shaded areas. Picnic tables are placed in shaded areas around the most commonly worked fields and facilities. An indoor, temperature controlled break area is provided at the main packing facility, accessible to all workers, even those based outside of the packing facility. Workers typically enjoy a one hour (and a minimum of a 30-minute) unpaid lunch break, as well as paid morning and afternoon breaks. Additional breaks are provided as weather conditions or long working hours require. Workers are not permitted to work in severe weather conditions, including storms or heavy rains. Working hours are also adjusted in the case of extreme heat to maximize productivity in the cooler hours of the day.</p> <p>Schilling Ag Group, LLC provides each worker with their own worker identification card, which they keep themselves and use individually to clock in and clock out with crew leaders. This accurately tracks workers start and finish times, without intervention by supervisors or management. Each week, workers are provided with a pay-stub that details hours worked, hours offered, cumulative hours worked and offered, pay rate, deductions as required by law, and any additional payments.</p> <p>Schilling Ag Group, LLC acknowledges there are times when workers must tend to personal matters during working hours, and provides flexibility for workers to do so, with advance notice to supervisors whenever practicably possible. In addition, typically work hours for the day are set at the conclusion of the previous day, and communicated to all workers. In the case of a change, supervisors contact or visit each housing camp ahead of scheduled work start time to communicate the change.</p> <p>All farm crew leaders and offices are equipped with a first aid kit for prompt medical treatment of minor ailments. Supervisors and crew leaders carry mobile phones to contact emergency services in the case of more serious medical needs. Each housing camp has at least one farm vehicle on site in the case travel to medical treatment is required outside of work hours. Emergency numbers are posted in housing units and main farm facilities.</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 - FARM LABOR STABILIZATION AND PROTECTION (FLSP) PILOT PROGRAM COMMITMENTS PART IV
3. Details of Material Term or Condition (up to 3 500 characters) * Additionally, Schilling Ag Group, LLC is expanding our cooperation with our local healthcare provider, InterCare, to provide the following, optional, services at no cost to workers: <ul style="list-style-type: none">- In-camp health assessments,- Bilingual medical, dental and mental health services,- On-site, basic medical and health training,- Vaccination administration, e.g. Tetanus, COVID-19,- Medicaid eligibility assistance,- Transportation to medical services,- Provision of Medical Emergency Contact Cards with individuals' details and farm address,- Linkages to other needed support services. <p>Schilling Ag Group, LLC does not tolerate harassment in any form, including retaliation against employees for offering feedback. Management openly encourages employees to provide feedback regarding housing and working conditions as soon as possible, in a confidential manner if preferred, so issues can be resolved promptly and fairly. A Comments box stocked with pens and paper is provided in the main farm facility and accessible to all employees to leave feedback at any time, anonymously if they wish. Should a complaint against involving another employee be raised, Management actively and confidentially seek information from all involved parties to ascertain as accurately as possible a realistic picture of events before proceeding with any further action.</p> <p>All employees are actively trained on farm policies, including harassment. Supervisors have all attended Supervisor Training facilitated by Great Lakes Ag Labor Services and Varnum LLP. Attorneys at Law which covered topics including:</p> <ul style="list-style-type: none">- Understanding the Supervisor Role,- Communication,- Discipline,- Supervisor's Role with the H-2A Contract,- Time-Keeping, and- Crisis, Emergencies and Safety. <p>Schilling Ag Group, LLC provides all farm documentation pertaining to workers in both English and Spanish, and has translation for all training sessions. All crew leaders are bilingual. In the case the farms employ individuals who do not communicate in either English or Spanish, the farms will seek translation of all documentation into workers' languages. The farms will make use of translation technology to facilitate translation of training sessions and work briefings whenever possible. Crew leaders carry mobile devices with access to translation technology.</p> <p>Schilling Ag Group, LLC strives to provide a safe, happy and healthy working and living environment for all workers, however limited resources restrict our capacity to provide as many services as we would like. The farms have basic housing maintenance plans in place, however to do not currently have the resources for a more comprehensive plan. Additionally, we do not currently have the resources to provide religious, social or mental health services for our employees. Receiving the FLSP grant would give Schilling Ag Group, LLC the much-needed resources to improve the working and living conditions for our 140+ workers greatly, in turn supporting our local, and workers' home, communities.</p> <p>The Farms management team believes knowledge is power, and therefore is enthusiastic about workers being provided with KYRR training, and participating in FLSP research and reporting. Management already actively cooperates with Michigan State University Extension unit for crop research, and sits on the Board of Directors for Berrien County Michigan Farm Bureau, representing local agricultural workers and employers.</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

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Packing Facilities, on the farm: Grading, sorting, packing and re-packing produce, Cleaning and general maintenance of machinery, tools, PPE and facilities, Moving and organizing pallets, boxes and other packing supplies, stickering produce, Forklift operation, Packing line, box machine, tape machine and label gun operation, Trash removal, Box assembly, Monitoring produce and packaging quality, Record keeping and inventory tracking			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Section A.8b – Additional Disclosures: Workers' Compensation (Standard):
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 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.			
Name of policyholder: Hawkeye Farms, LLC Name of insurance carrier: Farm Bureau Mutual Insurance Company of Michigan Name of person to be notified of claim: Abby Schilling Telephone number for point-of-contact: +17737290255 Deadline for filing a claim: Report within the timeframe specified by state law			
Name of policyholder: Schilling Family Farms, LLC Name of insurance carrier: Farm Bureau Mutual Insurance Company of Michigan Name of person to be notified of claim: Bae Schilling Telephone number for point-of-contact: +12693622641 Deadline for filing a claim: Report within the timeframe specified by state law			

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

k. Job Offer Information 11

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Daily Transportation Information
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 5 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>Daily transportation to and between worksites provided at no cost to workers living in employer- provided housing. Use of employer-provided transportation is voluntary. Local workers and workers who decline employer-provided housing are responsible for their own daily transportation.</p>			

l. Job Offer Information 12

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Outbound transportation provided from the work site to the foreign worker's home city.</p> <p>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.</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

m. Job Offer Information 13

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Section A.11 - Additional Pay Information Continued:
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<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>			

n. Job Offer Information 14

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 (<i>up to 3,500 characters</i>) *			
<p>Schilling Ag Group, 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>			

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

o. Job Offer Information 15

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Addendum C: Section D.10 - Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Schilling Ag Group, LLC will implement a housing maintenance plan as described in the FLSP commitments to address worker concerns and maintain housing quality.			

p. Job Offer Information 16

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

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