

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



A. Job Offer Information

1. Job Title * Farmworker; Diversified 45-2092.00							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		27	26	3. First Date * 4/11/2025	4. Last Date * 12/12/2025		
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 *	
40	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday
						a. 7 : 00	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
						b. 3 : 30	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 14 .83		<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): N/A							
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>75</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
320 Jackson 259			
2. City *	3. State *	4. Postal Code *	5. County *
Newport	Arkansas	72112	Jackson
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) * Employer owns and/or controls all worksites			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
1409 Dill Street			
2. City *	3. State *	4. Postal Code *	5. County *
Newport	Arkansas	72112	Jackson
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 * 1	8. Total Occupancy * 13
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. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: : 3 – 15 passenger Vans.

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 Friday during the hours of 9:00 AM - 5:00 PM EDT at phone (+18705030139) or email (berriesbybill@wearpotatoes.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.

2. Telephone Number to Apply *
+1 (870) 503-0139

3. Extension §
N/A

4. Email Address to Apply *
berriesbybill@wearpotatoes.com

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

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No

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

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

- 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 * Landreth	2. First (given) name * Bill	3. Middle initial §
4. Title * President		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/24/2025
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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 §
Berries By Bill, Inc.	Jackson County Rd 259 Newport, Arkansas JACKSON		4/11/2025	12/12/2025	26
Berries By Bill, Inc.	1802 Eastern Ave. Newport, Arkansas JACKSON		4/11/2025	12/12/2025	26
Berries By Bill, Inc.	Jackson County Rd 259 Newport, Arkansas JACKSON		4/11/2025	12/12/2025	26
Berries By Bill, Inc.	Hwy 17 Newport, Arkansas JACKSON		4/11/2025	12/12/2025	26
Berries By Bill, Inc.	Stegall Rd Newport, Arkansas JACKSON		4/11/2025	12/12/2025	26
Berries By Bill, Inc.	US 67 Newport, Arkansas JACKSON		4/11/2025	12/12/2025	26
Berries By Bill, Inc.	Jackson Rd 19 Newport, Arkansas JACKSON		4/11/2025	12/12/2025	26

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	1303 Dill St Newport, Arkansas 72112 JACKSON		1	9	<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 checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	2825 Neill St Newport, Arkansas 72112 JACKSON		1	9	<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 _____

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
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Strawberries, Watermelons, Sweet Corn, Peas, Pumpkins, and Cantaloupes: Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may be required to install and remove plastic from rows. Workers may carry full container weighing approximately forty (40) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Worker may apply various types of chemicals and fertilizer to the soil and plants. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include transplanting, hoeing, hand weeding, installing, and removing drip irrigation and plastic, hand seeding, and general ship care up to and after harvest. Workers may be required to string plants. Workers will stand on feet for long periods of time.</p> <p>Worker must possess the physical strength and endurance (ability to continue or last) to repeat the harvest process though out the workday, working quickly and skillfully to perform activities assigned during that activity. Workers must work at a sustained (continuing for an extended period of time without interruption), vigorous pace (quick and steady) and make bona fide efforts (made in earnest intent) to work efficiently (performing or functions in the best possible manner with the least waste of time and effort) and consistently (same way for a long time) that are reasonable under the climatic and other working conditions, Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks.</p> <p>Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities. All workers must report all injuries and illnesses to their employer. As well any communicable disease such as but not limited to diarrhea, or any other infectious disease or illness. Workers shall report immediately any cuts or abrasions that cause open bleeding.</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
<p>3. Details of Material Term or Condition (up to 3,500 characters) * 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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * All applicants must have at least 3-months verifiable hand harvesting of a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Must be able to work in the hot humid weather for extended periods of time. Employer reserves the right to conduct employer-paid random drug testing in accordance with state law. Any employee who declines to take or fails a drug test will be immediately terminated.			

d. Job Offer Information 4

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

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Row Crops: Workers will perform a variety of manual tasks appropriate for crops being planted cultivated and harvested. Workers will help in preparing the land for planting. This may include attaching farm implements such as a plow, disc and drill to tractor. May drive a tractor in field to till soil in preparation of planting. Worker may apply various types of fertilizer to the soil and plants. These bags can weigh between 60-75 lbs. Workers may cultivate and thin crops using a hoe. Workers will remove undesirable and excess growth, such as tassel, suckers, and weeds by hand. Carries supplies such as bags and bailing wires to the fields. Clears irrigation ditches, using shovel. Workers may husk and shell corn. Loads and unloads trucks, unloads grain onto conveyors to storage bins or elevators. Cleans and lubricates farm machines.</p> <p>Perform all tasks involved in the growing and harvesting of crops. This includes sweet potatoes, bedding, cutting slips, transplanting slips, pulling and/or chopping weeds and harvesting with the use of mechanical harvesting equipment, field grading sweet potatoes. This also includes for other row crops (soybeans, milo, corn, rice, cotton and wheat) pulling and/or chopping weeds. Workers must notify supervisor/employer of any material issues. Workers must report any safety and/or food violations to their supervisor immediately.</p> <p>Field Work: Workers will roll out and remove plastic on sweet potato beds. Roll out cloth and remove cloth from sweet potato beds. Workers will cut sweet potato slips, stack slips into cartons and load cartons onto a truck. Workers will use mechanical sweet potato harvesting equipment to harvest sweet potatoes.</p> <p>Workers will work in all duties involved in planting, growing and harvest sweep potatoes. Workers will plant, cultivate and harvest sweet potatoes. Workers will cut planting slips, and place in container according to instructions. Workers will use care when working with potato knife. Workers will walk along row that have been previously plowed. Workers will drip potato slips into ground and cover back up with dirt. Workers will remove weeds manual either by hand or with a hoe. Workers will stoop, bend and kneel to pick up sweet potatoes using hands and fingers to dig out exposed potatoes. Workers may grade in the field separating #1's and #2's into separate 5/8 field hampers. Canners, when harvested will be placed into a separate bin. Damaged and diseased potatoes will not be harvested. Full hampers weighting up to 35 lbs. will be carried to ruck row to be loaded into truck or trailer. Workers will be required to stay on their assigned row. Workers may also be required to wash the sweet potatoes and get the ready for sale.</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 - Terminations and Trainings
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>A). Discipline and/or Termination: 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 complete, 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 complete - no rehire policy.</p> <p>Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops 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 - Work Rules 1-15
<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, including these other work rules, 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.Worker must perform his/her assigned work in a careful, workmanlike manner in accordance with the provision of the job order.</p> <p>2.The illegal possession, illegal use or illegal distribution of drugs on company property, while performing work on others' property, housing property, or in company vehicles/equipment is strictly prohibited. The possession, use or distribution of alcoholic beverages on worksites, or in company vehicles/housing/equipment is strictly prohibited. Anyone suspected to be under the influence of drugs or alcohol will not be permitted to work. Worker may be required to take a drug and/or alcohol test. Worker may not fail or refuse to take such tests.</p> <p>3.Excessive absences and/or tardiness will not be tolerated. Employees are expected to be present, on time, able, ready, and willing to perform the assigned work every workday. Two consecutive days of unexcused absences or three in a 30-day period. Violation will be CAUSE FOR IMMEDIATE TERMINATION. Five consecutive days of unexcused absences is considered abandonment of their position. Worker must report at assigned time and place each workday as directed by the crew leader and/or supervisor Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days. WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS.</p> <p>4.Worker may not take unauthorized breaks from work.</p> <p>5.Worker may not leave the field or other assigned work area without permission of supervisor.</p> <p>6.Worker may not enter employer's premises without authorization.</p> <p>7.Worker may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the supervisor.</p> <p>8.Worker may not deliberately restrict production.</p> <p>9.Worker may not possess weapons or ammunition on company property, while performing work on others' property, on housing property, or in company vehicles/equipment. Worker may not verbally or physically threaten another person with any tool or weapon.</p> <p>10.Worker may not display immoral or indecent conduct on company property, while performing work on others' property, on housing property, or in company vehicles/equipment.</p> <p>11.Worker may not engage in harassment of others.</p> <p>12.Worker may not tamper with vending or cash machines.</p> <p>13.Only the employees of the company are allowed on company property, on housing property, or in company vehicles/equipment. No others are allowed without permission from a supervisor.</p> <p>14.Worker will be discharged for fighting, horseplay, or scuffling on company property, on housing property, or in company vehicles/equipment.</p> <p>15.Worker may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without permission from the employer</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 - Work Rules 16-29
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>16.Worker may not falsify identification, personnel, medical, production or work-related records.</p> <p>17.Worker may not willfully abuse or destroy any machinery, vehicle, equipment, tools or other property belonging to the employer or to others.</p> <p>18.Worker may not use or operate vehicles, machines, tools, equipment or property to which the worker has not been specifically assigned by his crew leader and/or supervisor. Worker may not use or operate vehicles, machines, tools, equipment or property for their personal use unless expressly authorized by the employer.</p> <p>19.Worker may not misuse, remove, or attempt to remove company possessions from company property, from housing property, or from company vehicles/equipment without authorization. Worker may not misuse, remove or attempt to remove fellow workers possessions.</p> <p>20.Worker may not abuse, write or mark on, or destruct company possessions or possessions of others.</p> <p>21.Worker must obey all safety rules, common safety practices and operating instructions. Worker must report any injuries or accidents to their supervisor or their employer as soon as possible. Unsafe work behavior or failure to report an unsafe situation will subject the worker to disciplinary action.</p> <p>22.Worker must follow crew leader and/or supervisor's instructions.</p> <p>23.Worker may not commit acts of insubordination – including, but not limited to, the refusal to perform assigned work, the use of malicious or profane language toward crew leaders or supervisors, or other conduct which fails to regard authority or undermines the authority of a crew leader or supervisor.</p> <p>24. After the training period, worker is expected to possess the skills necessary to perform the job described in the job order.</p> <p>25.Worker will not knowingly engage in any type of behavior or take any action that might cause the employer to be out of compliance with any local, state, or federal law.</p> <p>26.Worker must not drop paper, cans, bottles and other trash in fields, packinghouse, company property, others' property, housing property, or in company vehicles/equipment. Trash and waste receptacles must be used.</p> <p>27.Personal vehicles are not allowed in the fields. Personal vehicles will need to be left at designated location as set by the employer.</p> <p>28.All personal entertainment devices are prohibited at work-Do not bring these to work with you.</p> <p>29.Workers may not use cell phones, theirs or the employers, for personal use during the work period. Workers may carry and are encouraged to use cell phones in the case of a bona fide emergency. The employer is not responsible for lost or damage phones.</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 - FARM, HARVESTING, AND FIELD FOOD SAFETY RULES
3. Details of Material Term or Condition (up to 3,500 characters) * FARM, HARVESTING, AND FIELD FOOD SAFETY RULES 1.Worker must practice good personal hygiene. 2.Worker should wash and sanitize hands for at least 20 seconds: a.Before and after working b.Before beginning work in a different area c.Before and after eating d.After visiting the restrooms, toilets and port-a-johns e.Before and after treating an open wound or cut f.Before and after treating an individual with a cut or wound g.After blowing of nose h.After touching the hair or face i.After sneezing or coughing j.After touching anything which can cause contamination or performing maintenance k.After any break l.After handling any dirty raw material or garbage m.After touching animals or animal feces 3.All jewelry (ring with stones, watches, earrings, etc) must be removed before entering any work area. Wedding bands without stones are permitted (supervisor's authorization is required). 4.Eating food, drinking beverages, chewing gum and using tobacco products are strictly prohibited in all work areas. 5.Worker should use proper hand washing and toilet facilities. 6.Report any active case of illness to crew leader or supervisors before beginning work. Workers with bad colds, contagious diseases, boils or sores will not be allowed to contact product, equipment, boxes and containers. 7.If worker cuts him or herself while working, worker should stop work immediately, cover the wound, and report it to the supervisor. Keep wounds covered so that you do not contaminate the product, equipment, boxes and containers with body fluids. 8.All workers shall maintain neatness while in working areas. 9.Personal items such as pens, pencils, keys, tobacco products, cell phones, snacks, etc., shall not be carried in pockets while in working areas. 10.Animals are prohibited on all farm premises. 11.Only employer personnel and registered visitors are allowed on the employer's premises. Visitors must sign in at designated area prior to entering the premises. 12.Workers families and children are not allowed in any work area. 13.Tools, knives and sheaths must be sanitized upon entering each field, leaving each field, with each crop change and after each break. Worker should wear knife sheath at all times when working. Knife should be stored in sheath. 14. If issued, worker should change and have laundered at least every other day his/her uniforms, and protective clothing. If required, worker should use personal protective equipment correctly. 15. No glass is allowed in any work areas.			

j. Job Offer Information 10

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 (up to 3,500 characters) * Packing House, on the farm: Workers will perform various duties associated with packing employer's products. This includes grading, sorting and packaging. Workers will flow standard work methods and practice safe work habits to ensure production is as efficient and safe as possible. Workers must follow all standard food safety methods and practices to ensure product is handled in clean and safe manner. Workers must remove sprouts and/or strings from sweet potatoes as they move along the line. Workers will sort potatoes according to customers' specifications by removing rotten, and damaged and out of specification sweet potatoes from pack line. Workers will fold and stack cardboard and/or reusable plastic containers. All production workers are expected to be available to work in all areas of production. Farm Equipment Operation During Field Operations: Workers will be required to operate tractors and other farm equipment during field operations as an incidental activity in the production of crops. Workers will use mechanical sweet potato harvesting equipment. Before any worker is required to operate any farm equipment, the worker will be instructed in the proper and safe operation of tractor. Workers must notify supervisor of any mechanical issues. Workers will be required to operate tractors according to instructions and in a manner that protects the operator, other workers, trees, crops and equipment. Repeated failure to obey operating and safety instructions may result in termination.			

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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Section A.8a – Additional Disclosures Part I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Field work begins at assigned time usually shortly after daylight. Workers must have multi-limb coordination ability while standing, walking and climbing for long periods while pruning and harvesting. Workers will work on their feet in bent position for long periods of time. Workers will supply their own work clothes. Workers will make repetitive movements, extensive pushing, pulling, and walking. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings and equipment, and grounds, set up and move aluminum irrigation pipes and equipment, cleaning and maintaining drip irrigation systems, using backpack sprayers, gardening, weeding, shrubbing, etc.</p> <p>Work is to be done for long periods of time in the field, when plants may be wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers ability to perform the job. Workers must be able to perform the required work with or without reasonable accommodations.</p> <p>Workers must notify supervisor/employer of any material issues. Workers must report any safety and/or food violations to their supervisor immediately.</p> <p>During certain duties, workers may be required to work in teams to accomplish a certain task. When engaged in teamwork activities workers must coordinate with other members of the team to accomplish the task.</p> <p>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>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Section A.8a – Additional Disclosures Part II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</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

m. Job Offer Information 13

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:
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Employer will provide workers' compensation insurance coverage in accordance with 20 CFR 655.122(e). Employer attests that the policy will be renewed as necessary to cover the entire certified contract period and any extension of employment.</p> <p>Name of insurance carrier: M & P Insurance and Investment Services, Inc. Name of policyholder: Berries by Bill, Inc. Name of person to be notified of claim: Grace Harper Telephone number for point-of-contact: +1 (870) 503-0139 Deadline for filing a claim: Report within the timeframe specified by state law</p>			

n. Job Offer Information 14

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 15 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the work day and returned to the designated employer-provided housing location.</p> <p>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>			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound 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>			

p. Job Offer Information 16

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>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Rules 1-9
3. Details of Material Term or Condition (up to 3,500 characters) * HOUSING RULES This housing is temporary in-season housing provided for migrant agricultural workers employed by employer. who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing. 1.Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor. 2.Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants. All beds must be kept elevated at least 12 inches from the floor. 3.Workers must not remove light bulbs from the lights in the housing. 4.Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor. 5.Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor. 6.Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition. No person with a contagious disease should work in preparing, cooking or handling of the food. 7.The following is not allowed in any sleeping rooms: Electric stoves, gas stoves, hot plates, toaster ovens, refrigerators, electric heaters, air conditioning units, and open flames of any kind. 8.Occupants are forbidden from removing batteries from smoke detectors for any reason. 9. Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids MUST remain on these receptacles at all times as required by law.			

r. Job Offer Information 18

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Rules 10-25
3. Details of Material Term or Condition (up to 3,500 characters) * 10.Workers living in employer's housing may have guests on housing premises so long as there is no behavior hurtful to others. No persons, other than workers assigned by employer to a room, may sleep in any room. Workers may not entertain guests in or on housing premises after 9:00 p.m. Sunday through Friday, nor after 12 midnight on Saturday. 11.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 work nights, or after 12:00 p.m. on Saturday night. 12.Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing. 13.Workers are not to remove the paper tag from the fire extinguishers. Extinguishers are to remain in their holder. 14.No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time. 15.Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer. 16.Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer. 17.Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. Do not remove storage boxes provided for storing clothes and personal articles. 18.Workers will be discharged for stealing from the employer or from other workers. 19.The use or possession of illegal drugs will be cause for immediate termination and removal from the housing. 20.Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law. 21. Common drinking cups are not permitted to prevent the spread of disease and illness. 22. Workers must keep toilet rooms lighted during the day and night. 23. Workers must not feed any stray animals at the housing facilities. Report any stray animals to employer or designated supervisor. 24. Workers must leave all stick props in the windows so that windows can be propped open in warm weather. Workers must not remove screens or screen mesh material from windows or doors. 25.Workers must not remove self-closing devices from doors. IN THE EVENT OF AN EMERGENCY OR LIFE-THREATENING SITUATION, CALL 911. THE LOCAL AUTHORITIES WILL HAVE SOMEONE RESPOND, DEPENDING ON THE SITUATION – AN AMBULANCE, THE FIRE DEPARTMENT OR THE POLICE WILL RESPOND.			

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Employer Policies
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>SUBSTANCE ABUSE POLICY: 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.</p> <p>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>			

t. Job Offer Information 20

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

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