*OMB Approval: 1205-0466*
*Expiration Date:* 8/31/2022

Agricultural Clearance Order
Form ETA-790
**U.S. Department of Labor**

***IMPORTANT**: In accordance with 20 CFR 653.500, all employers seeking U.S. workers to perform agricultural services or labor on a temporary, less than year-round basis through the Agricultural Recruitment System for U.S. Workers, must submit a completed job clearance order (Form ETA-790) to the State Workforce Agency (SWA) for placement on its intrastate and interstate job clearance systems. Employers submitting a job order in connection with an H-2A Application for Temporary Employment Certification (Form ETA-9142A) must complete the Form ETA-790 and attach a completed 790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed 790B. Employers and authorized preparers must read the general instructions carefully, complete ALL required fields/items containing an asterisk ( * ), and any fields/items where a response is conditional as indicated by the section ( § ) symbol.*

## I. Clearance Order Information

| **FOR STATE WORKFORCE AGENCY (SWA) USE ONLY** *Questions 1 through 17* | | |
|---|---|---|
| 1. Clearance Order Number *<br>13486144 | 2. Clearance Order Issue Date *<br>12/3/2019 | 3. Clearance Order Expiration Date *<br>4/7/2020 |
| 4. SOC Occupation Code *<br>45-2092.01 | 5. SOC Occupation Title *<br>Nursery Workers | |

| **SWA Order Holding Office Contact Information** | | |
|---|---|---|
| 6. Contact's last (family) name *<br>Hinkle | 7. First (given) name *<br>Susan | 8. Middle name(s) §<br> |
| 9. Contact's job title *<br>Career Advisor | | |
| 10. Address 1 *<br>32 E Union Street | | |
| 11. Address 2 *(suite/floor and number)* §<br> | | |
| 12. City *<br>Wilkes Barre | 13. State *<br>Pennsylvania | 14. Postal code *<br>18701 |
| 15. Telephone number *<br>570-822-1101 | 16. Extension §<br> | 17. E-Mail address *<br>shinkle@pa.gov |

## II. Employer Contact Information

| | | |
|---|---|---|
| 1. Legal Business Name *<br>Bonnie Plants, Inc. | | |
| 2. Trade Name/Doing Business As (DBA), if applicable §<br> | | |
| 3. Contact's last (family) name *<br>Powell | 4. First (given) name *<br>Jeremy | 5. Middle name(s) §<br> |
| 6. Contact's job title *<br>Station Manager | | |
| 7. Address 1 *<br>642 Shoemaker Avenue | | |
| 8. Address 2 *(apartment/suite/floor and number)* §<br> | | |
| 9. City *<br>West Wyoming | 10. State *<br>Pennsylvania | 11. Postal code *<br>18644 |
| 12. Telephone number *<br>+1 (334) 268-0098 | 13. Extension §<br> | 14. Business e-mail address *<br>westwyomingpa@bonnieplants.com |
| 15. Federal Employer Identification Number *(FEIN from IRS)* *<br>26-1729711 | 16. NAICS Code *<br>424930 | |

## III. Type of Clearance Order

| | |
|---|---|
| 1. Indicate the type of agricultural clearance order being placed with the SWA for recruitment of U.S. workers. *(choose only one)* * | ☑ 790A (H-2A clearance order)<br>☐ 790B (regular clearance order) |

Agricultural Clearance Order
Form ETA-790
**U.S. Department of Labor**

**Public Burden Statement** *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .03 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

OMB Approval: 1205-0466
Expiration Date: 8/31/2022

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

## A. Job Offer Information

1. Job Title * Greenhouse Laborers

| 2. Workers Needed * | a. Total | b. H-2A | Period of Intended Employment | |
|---|---|---|---|---|
| | 15 | 6 | 3. Begin Date * 2/3/2020 | 4. End Date * 6/11/2020 |

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. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 48 | **a. Total Hours** | 8 | c. Monday | 8 | e. Wednesday | 8 | g. Friday |
| 0 | b. Sunday | 8 | d. Tuesday | 8 | f. Thursday | 8 | h. Saturday |

7. Hourly work schedule *
a. 7 : 30 ☑ AM ☐ PM
b. 4 : 00 ☐ AM ☑ 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.)*
Perform manual labor to plant, transplant, propagate, and cultivate vegetables, herbs and flowers. Operate equipment and machinery. Load and unload material.

| 8b. Wage Offer * | 8c. Per * | 8d. Piece Rate Offer § | 8e. Piece Rate Units/Special Pay Information § |
|---|---|---|---|
| $ 13 . 15 | ☑ HOUR ☐ MONTH | $ ____ . ____ | |

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☐ Yes ☑ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ 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



H-2A Case Number: H-300-19331-170345 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

## B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

| 2. Work Experience: number of months required. * | 3 | 3. Training: number of months required. * | 0 |
|---|---|---|---|

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 50 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

| 5a. Supervision: does this position supervise the work of other employees? * | ☐ Yes ☑ 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. Address/Location *
642 Shoemaker Avenue

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| West Wyoming | Pennsylvan | 18644 | Luzerne |

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *

From I-81 North take Exit 170-B to merge onto PA-309 North toward Kingston. Take EXIT 3 toward Plains/Wilkes Barre. Keep right to take the River St/Maffet St. ramp toward Plains. Turn slight right onto S River St. S River St. becomes River Rd. Turn left onto E. 8th St. Turn right onto Shoemaker Ave. 642 Shoemaker Ave. is on the right.

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? * ☐ Yes ☑ No

## D. Housing Information

1. Housing Address/Location *
339 Normans Ave.

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Pittson | Pennsylvan | 18640 | Luzerne |

| 6. Type of Housing * | 7. Total Units * | 8. Total Occupancy * |
|---|---|---|
| Single- Family House | 1 | 6 |

9. Housing complies or will comply with the following applicable standards: * ☐ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *

From I-81 N, take exit 170-B to merge onto PA-309 N toward Kingston. Take exit 3 toward Plains/Wilkes Barre. Keep right onto Main St. Turn into park at 109 Main St., Inkerman, PA 18640. Go to stop sign and turn left. Continue to second right hand turn that will be Normans Ave. Trailer 339 will be on your right.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☐ Yes ☑ No

## E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a 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 will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer's housing so that the workers may prepare their own meals. Workers will buy their own groceries. The kitchen and/or other common areas will be shared. Kitchen facilities generally include cooking and eating utensils, sink, stove and refrigerator, table and chairs, garbage can, and cupboard or shelves for food storage. Workers living in employer provided housing may not cook in sleeping rooms or any non-kitchen areas. Once a week, the employer will offer eligible workers who wish to participate, free transportation to and from town to shop for groceries. The use of the transportation by the worker is voluntary.

| | | | |
|---|---|---|---|
| 2. If meals are provided, the employer: * | ☑ **WILL NOT** charge workers for such meals. | | |
| | ☐ **WILL** charge workers for such meals at | $ _____ . _____ | per day per worker. |

## F. Transportation and Daily Subsistence

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

The employer will offer free transportation for workers from the employer's housing to the daily work site unless the office where the workers report daily to clock in or the designated field to report to is within walking distance and less than one mile from the housing.

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.)*

The employer will provide, advance, or reimburse reasonable inbound and outbound travel costs. In the event that the DOL publishes a new subsistence rate applicable to any portion of the employment period covered by this job offer which is higher or lower, the employer may pay the lower rate at the employer's discretion, beginning with the effective date of the published change.

| | | | |
|---|---|---|---|
| 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 | $ 12 . 46 | per day * |
| | b. no more than | $ 55 . 00 | per day with receipts |



H-2A Case Number: H-300-19331-170345 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

## G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

See Addendum C

| 2. Telephone Number to Apply * | 3. Email Address to Apply * |
|---|---|
| +1 (334) 268-0098 | westwyomingpa@bonnieplants.com |

4. Website address (URL) to Apply *
N/A

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

| | |
|---|---|
| 1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? * | ☑ Yes ☐ No |

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

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

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. 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 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

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

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for 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, 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 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, 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 housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).

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).

   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 has come to work for the employer, whether in the U.S. or abroad to the place of employment. 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 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 worksite to such subsequent employer's worksite, 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 worksite to such subsequent employer's worksite, 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 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 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 worksite(s) 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 500.105 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).

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 CPR 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. 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), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate 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 hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period 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 of pay, 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 assures 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, 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 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 if the worker fails to show up for work at the regularly scheduled time and place 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 U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

    The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite 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 worksite to the subsequent employer's worksite. 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, 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 required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 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 date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail 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 date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original 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 date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).

D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).

E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and 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 * | 2. First (given) name * | 3. Middle initial § |
|---|---|---|
| Harruff | Kimberly | D |
| 4. Title * | | |
| H2A Administrator | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By Certifying Officer | | 12/16/2019 |

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement** *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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

a. Job Offer Information 1

| 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 (*up to 3,500 characters*) *

The cost of elected health care benefits will be deducted from the workers' paycheck when expressly authorized in writing by the worker. Reimbursement of approved cash advances will be payroll deducted when expressly authorized by the worker in writing. The employer will deduct from wages for lost or replacement tools, equipment or property. The employer may deduct the cost of the workers inbound transportation and daily subsistence expenses to the place of employment that were borne directly by the employer. If the employer receives a fine for acts committed by a worker on the road while driving an employer provided vehicle and he or she is at fault, the fine amount will be deducted from the employee's wages when expressly authorized by the worker in writing. No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.

b. Job Offer Information 2

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Additional Information Regarding Job Qualifications/Requirements |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers are expected to possess the skills to work in the production of crops or agricultural commodities listed in this job order. The introductory period for all crop activities is 2 days starting with the first day of employment to acclimate the worker to the physical demands of the job and to familiarize workers with job specifications and to demonstrate proper methods and crop or commodity specific issues. Push, pull, sit, walk, bend, and stoop for long periods of time. Use hands and fingers repetitively. Must be 18 years of age or older. Work in inclement weather. Lift, carry, and load 50 pounds. Drug and alcohol testing may be conducted post-hire at the employer's expense and is not part of the interview process.

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

c. Job Offer Information 3

| 1. Section/Item Number * | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Only workers meeting all qualifications on the job order should be referred by the Job Service Office. All referrals should be made directly to the employer. Information on referrals must include the full name, telephone number or e-mail address of the applicant, and the name of the job, or job order number. The order holding office is also asked to provide the employer with a generic application form, resume or other evidence that the worker meets the requirements in the job order. The order holding office is asked to provide all referrals with a copy of the clearance order or at a minimum, a summary of wages, working conditions, and other material specifications. In the event of an amendment to the date of need, the employer requests that the state employment service attempt to inform referred migrant workers of that change. If the employer fails to notify the order-holding office of a delay in the date of need at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the clearance system that report for work and have made the required notice of availability to the job service office for the first week starting with the originally anticipated date of need. Failure by the worker to contact the local job service office or the order holding office to verify the date of need no sooner than 9 working days and no later than 5 working days prior to the original date of need in the job order will disqualify the referred migrant worker from the assurance provided in this section. Interested workers can e-mail Bonnie Plants, Inc. at westwyomingpa@bonnieplants.com. Applicants may also call the employer's office at (334) 268-0098 and ask for Mr. Jeremy Powell or leave a message any time. Please provide your full name, a callback number that is optimal for the interview days and times listed below, the name of the job you are applying for, your mailing address or e-mail address, and how you heard about the job. In-person interviews may be available at the request of the applicant but are not required. The employer will review screening applications, resumes or other electronic self-referrals, conduct follow up telephone interviews and will consider the worker for the job based on the worker's qualifications. The office has the following availability: Tuesday and Thursday from 10:00 AM-2:00 PM.

d. Job Offer Information 4

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Greenhouse Laborers |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Prepare soil and growth media. Cut and transplant seedlings and cuttings. Move, load and unload greenhouse grown plants. Haul and spread fill-sand to maintain greenhouse floors, using wheelbarrows or carts and shovels. May maintain and repair nursery buildings. Push and pull carts. Tag trays. Work on seedling line. Sit down seed flats and pick up seed flats for delivery. Work within an assembly line. Work is very fast paced during the busy season. Clean work areas, sanitize, and maintain grounds, greenhouses, warehouse, and landscaping. Perform nursery sanitation duties including picking up trash, cleaning bathrooms and sweeping floors. Plant, spray, weed, and water plants, using hand tools and gardening tools. Inspect plants and bud ties to assess quality. Maintain and repair sprinkler system in and outside of greenhouses. Operate tractors and machinery to fertilize, cultivate or spray. Fold and staple corrugated forms to make boxes used for packing horticultural products. Feel plant’s leaves and note coloring to detect presence of insects or disease. Organize nursery supplies. Install and remove green house tops. Cut grass and weed eat. Work on general nursery projects. Workers who have a valid driver's license and doctor's certificate may drive transportation vehicles to transport workers and may be offered additional hours. Work is very fast paced during busy season.

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

e. Job Offer Information 5

| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Deductions Continued.1 |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

In the event that employer provided housing becomes unavailable due to unforeseen circumstances, and alternative housing does not include kitchen facilities, the employer will provide meals and charge for such meals at $12.46 per day per worker.

f. Job Offer Information 6

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Experience |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Three months of agricultural work experience required.

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

g. Job Offer Information 7

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Safety |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers must be constantly alert and adhere to all safety rules as instructed by the supervisor. Workers must take care to handle tools, equipment and product in a manner to avoid injury or damage. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday on or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used nor kept on the employer's premises. With the exception of the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work or when authorized by the person in charge. Workers must use toilet and handwashing facilities and practice good personal hygiene. Raise safety and health concerns with the employer. Use of personal electronic devices, including cell phones is generally not permitted during working hours. No firearms or other weapons may be brought onto the employer's premises, housing or work sites at any time. Harassing behavior or actions that create a work environment that is intimidating, hostile, abusive or offensive will subject an employee to disciplinary action, up to and including immediate discharge. Threatening, intimidating, coercing or otherwise interfering with the performance of fellow employees is prohibited. Workers may not engage in horseplay, scuffling, or throwing things during work hours. Workers may be discharged for fighting on the employer's premises. If you are hurt on the job, tell your supervisor immediately. Drink water often on hot days.

h. Job Offer Information 8

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Safety - Workers Compensation |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers compensation insurance is provided.

Carrier is Sentry Insurance a Mutual Company.
Notify Steve Harmon at (334) 738-0054 in case of injury within 30 days.

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

i. Job Offer Information 9

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Attendance and Work Schedule |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers will report to work at the designated time and place as directed by the employer each day. Excessive absences or tardiness is not permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period. Excessive tardiness is defined as unexcused arrival for work after the regularly scheduled time for three consecutive days or late for five unexcused days within a 30-day period. Workers may not abuse/extend work breaks that may be provided or take unauthorized breaks from work. Unauthorized breaks do not include reasonable breaks to use sanitation facilities, including drinking water, toilet and hand washing facilities. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season. Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer. Workers may volunteer to work additional hours when work is available.

j. Job Offer Information 10

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Instruction and Work Assignment Information |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers must be able to maintain the quality of work needed to complete the requirements of the job at all times. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to harvesting quality of crop or commodity, or rough handling of product may be terminated. Work will be closely monitored and reviewed for quality. Workers may not misrepresent the quantity or quality of work performed. Workers are expected to comply with all rules related to discipline, attendance, work quality/quantity, safety, and the care and maintenance of property. Operational specifications can change during the season due to commodity or market condition. Workers will be expected to conform to the specific instructions given for each day's work. Workers may not disregard instructions of the employer or designated employees. In the event that the employer issues electronic badges for timekeeping and/or piece rate tabulation, workers must keep badges in their possession at all times during work hours. Daily individual work assignments, crew assignments and location of work will be made by the employer or designated employee as the needs of the operation dictate. Workers may be assigned a variety of duties in any given day and different tasks on different days. Workers may not waste time or engage in loitering during work hours. Violations of the employers rules or other lawful, job related employer requirements will be considered grounds for termination. In cases of less serious violations, penalties such as suspension without pay for up to three days based on the supervisor's consideration of the degree of the infraction, the worker's prior record, and other relevant factors for the purpose of considering if the worker is able and/or willing to do the job will be imposed. Employees who quit or are terminated for cause prior to the completion of the employment period may not be eligible for rehire in the future, unless the termination is a mutual agreement between the employer and employee. Workers may be discharged if they steal from fellow workers or from the employer. Workers may not falsify work related records. Workers may not post nor remove any notices, signs or other instructions from the employer's property. Workers may not willfully abuse or destroy any machinery, equipment, tools or other property belonging to the employer or other employees. Workers may not deliberately restrict production. Workers may not charge other workers fees in connection with their employment. No smoking allowed in greenhouse areas, buildings of any kind, or outdoors in or near areas where plants are grown. Smoking is only allowed in designated areas during employee’s authorized rest and break.

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

k. Job Offer Information 11

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Housing |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The employer retains possession and control of the employer provided housing at all times. Workers may not interrupt other workers' rest/sleep periods by excessive or unnecessary noise or commotion. Workers may not have guests in employer-provided housing past 10:00 p.m., except on Saturday, not past 12:00 midnight. Workers and/or their guests may not engage in indecent, immoral or illegal conduct at any time on the employer's premises. Workers may not separate nor move beds. Workers are expected to maintain their living quarters to standards posted on the property and shall promptly report problems to the employer. Employer reserves the right to enter housing at any time. Inspections may be performed to ensure housing meets applicable standards. Housing is not provided to non-workers. Family housing is not available. Workers residing in employer provided housing must vacate the housing promptly upon termination of employment. Workers shall cooperate with other workers assigned to the same housing in maintaining the kitchen, dining (if applicable), bathroom and living areas in the same general condition the unit was in prior to occupancy and to standards posted on the property.

l. Job Offer Information 12

| 1. Section/Item Number * | | 2. Name of Section or Category of Material Term or Condition * | |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *