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 * 2635210	2. Clearance Order Issue Date *	3. Clearance Order Expiration Date * 7/19/2022
4. SOC Occupation Code * 45-2092.00	5. SOC Occupation Title * Farmworkers and Laborers, Crop, Nursery, and Greenhouse	

SWA Order Holding Office Contact Information		
6. Contact's last (family) name * WEBB	7. First (given) name * CINDY	8. Middle name(s) §
9. Contact's job title * AG AND FOREIGN LABOR CERTIFICATION PROGRAM MANAGER		
10. Address 1 * 419 N CAMERON ST		
11. Address 2 *(suite/floor and number)* §		
12. City * WINCHESTER	13. State * Virginia	14. Postal code * 22601
15. Telephone number * +1 (540) 431-9296	16. Extension §	17. E-Mail address * foreignlaborcert@vec.virginia.gov

II. Employer Contact Information

1. Legal Business Name * Virginia Agricultural Growers Association, Inc.		
2. Trade Name/Doing Business As (DBA), if applicable §		
3. Contact's last (family) name * Poole	4. First (given) name * Jennifer	5. Middle name(s) §
6. Contact's job title * Executive Secretary		
7. Address 1 * 97B Main Street		
8. Address 2 *(apartment/suite/floor and number)* § Post Office Box 857		
9. City * South boston	10. State * Virginia	11. Postal code * 24592
12. Telephone number * +1 (434) 572-6871	13. Extension §	14. Business e-mail address * vaga5037@gmail.com
15. Federal Employer Identification Number *(FEIN from IRS)* * 54-1124816	16. NAICS Code * 111910	

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) ☐ 790B (regular clearance order)

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 * Farmworker

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	155	155	3. Begin Date * 3/7/2022	4. End Date *12/1/2022

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 *

45	**a. Total Hours**	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	5	h. Saturday

7. Hourly work schedule *
a. 7 : 00 ☑ 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.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 14 . 16	☑ HOUR ☐ MONTH	$ 00 . 00	

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): See Addendum 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.)
The assigned grower member may make the following deductions from the Employee?s wages: income tax withholding deductions as required by law, F.I.C.A. taxes as required by law, repayment of cash advances to the employee, repayment of overpayment of wages to the employee, recovery of any loss to the assigned grower member because of the Employee?s
damage or loss of equipment or housing items where it is shown that the employee is responsible for such damage or loss, voluntary deductions requested by employee.

H-2A Case Number: JO-A-300-22006-814194 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. *	0	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 75 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 *
VAGA & grower members -See Addendum B

2. City *	3. State *	4. Postal Code *	5. County *
South Boston	Virginia	24592	Halifax

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
Please see Addendum B for VAGA's joint employers worksite addresses.

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 *
VAGA & Grower members- See Addendum B

2. City *	3. State *	4. Postal Code *	5. County *
South Boston	Virginia	24592	Halifax

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Mobile, Block, Wood Frame and Metal	62	475

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)* *
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? * ☑ 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 and convenient cooking and kitchen facilities for workers to prepare their own meals. Workers will purchase their own food. Lunch time will be designated by the employer.
Employer will provide transportation(on a voluntary basis by the workers) to and from a grocery store once a week for supplies (for workers whom housing must be provided).
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 (currently $13.17 per day), or as otherwise approved by the U.S. Department of Labor.

2. If meals are provided, the employer: *	☐ **WILL NOT** charge workers for such meals.		
	☑ **WILL** charge workers for such meals at	$ 13 . 17	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.)

Transportation will be provided from the labor camp to the work site and the return daily for those employees which housing is provided.

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.)

Reimbursement for transportation and daily subsistence from place of recruitment to job site will be made under the following conditions to workers for whom the employer is legally obligated to supply housing. See addendum C

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	$ 13 . 17	per day *
	b. no more than	$ 55 . 00	per day with receipts

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.)

Interviews will be conducted by the Va Agricultural Growers Association during the hours of 10:00 am and 12:00 pm/2:00 pm and 4:00pm Monday through Thursday.

VAGA agrees to interview all U.S. workers referred by the State Employment Services, local or by supply states who have been screened by such employment services for:

1)Availability for entire season.
2)Have transportation to job site.
3)Who have been fully apprised by the local employment office of the terms, conditions and nature of employment.
4)VAGA also agrees to interview applicants who apply directly.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (434) 594-8220	vaga5037@gmail.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 §
Poole	Jennifer	S
4. Title *		
Executive Secretary		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		1/6/2022

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.

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 §
Wellington Bacon	2362 Bacon Fork Road Kenbridge, Virginia 23944 LUNENBURG		3/7/2022	12/1/2022	2
Malcolm Bailey	606 Bailey Road Keysville, Virginia 23947 LUNENBURG		3/7/2022	12/1/2022	9
Michael Bailey	571 Bailey Road Keysville, Virginia 23947 LUNENBURG		3/7/2022	12/1/2022	1
William Bain - Double B Farms	19509 Bain Road Dinwiddie, Virginia 23841 DINWIDDIE		3/25/2022	12/1/2022	3
Steven Beville	19988 Boydton Plank Road Warfield, Virginia 23889 BRUNSWICK		3/7/2022	12/1/2022	1
Wade T. Blair	2535 Hinesville Road Danville, Virginia 24541 PITTSYLVANIA		3/7/2022	12/1/2022	1
John Bledsoe	440 Tweedside Lane Blackstone, Virginia 23824 NOTTOWAY		3/7/2022	12/1/2022	3
Wade Bowen - Bowens Farm	7026 Dry Bread Road Lawrenceville, Virginia 23868 BRUNSWICK		3/7/2022	12/1/2022	1
Keith Brankley - Brankley Farms, Inc.	599 Brankley Road Skipwith, Virginia 23968 MECKLENBURG		3/7/2022	12/1/2022	3
David S. Buchanan - Turkey Ridge Farms LLC	2592 Brankley Road Chase City, Virginia 23924 MECKLENBURG		3/7/2022	12/1/2022	2

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 §
Dennis Burnett	2501 Dodson Road Blairs, Virginia 24527 PITTSYLVANIA		3/7/2022	12/1/2022	2
Caleb T. Burnette	340 Mount View Road Danville, Virginia 24540 PITTSYLVANIA		3/7/2022	12/1/2022	2
Eddie Callahan - Opie Farms Inc.	3918 Skyline Road South Hill, Virginia 23970 MECKLENBURG		3/7/2022	12/1/2022	4
Michael Carwile - Archlynn Farm	2129 Hill Cross Rd. Charlotte Court House, Virginia 23923 CHARLOTTE		3/7/2022	12/1/2022	2
Ryan Clark	10961 Skipwith Road Chase City, Virginia 23924 MECKLENBURG		3/7/2022	12/1/2022	4
B.Carl Clary - C & C Farms Inc.	1815 Kress Road Rawlings, Virginia 23876 BRUNSWICK		3/7/2022	12/1/2022	4
Rob Clowdis - Longview Farms	5155 Hamilton Road Saxe, Virginia 23967 CHARLOTTE		3/7/2022	12/1/2022	2
Garland Comer - Lazy Farms Inc	2082 Ridge Road Vernon Hill, Virginia 24597 HALIFAX		3/7/2022	12/1/2022	3
Neil Cox - Country Corner Farms, Inc.	4797 Laymen Road Roanoke, Virginia 24012 ROANOKE		3/7/2022	12/1/2022	3
Scott Crowder	1065 Crowder Trail Halifax, Virginia 24558 HALIFAX		3/7/2022	12/1/2022	1

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 §
Jane Cullipher - Cullipher Farm Inc.	772 Princess Anne Road Virginia Beach, Virginia 23457 VIRGINIA BEACH CITY		3/7/2022	12/1/2022	3
George Dianis - Dianis Brothers	787 Deerfield Road Emporia, Virginia 23847 GREENSVILLE		3/7/2022	12/1/2022	1
James Edwards	2641 Climax Road Chatham, Virginia 24531 PITTSYLVANIA		3/7/2022	12/1/2022	2
Clarence Emerson - Emerson Road Farms Inc.	333 Emerson Road Dry Fork, Virginia 24549 PITTSYLVANIA		3/7/2022	12/1/2022	4
Ray Emerson, jr. - White Oak Mountain Farms	2348 Hopewell Road Dry Fork, Virginia 24549 PITTSYLVANIA		3/7/2022	12/1/2022	2
L. Randy Everett - Old Hickory Farms, Inc.	26819 Courthouse Road Stony Creek, Virginia 23882 DINWIDDIE		3/7/2022	12/1/2022	4
Wylie Farrar Sr.- Farrar Sod Farms Inc.	996 Baskerville Road Baskerville, Virginia 23915 MECKLENBURG		3/7/2022	12/1/2022	4
Wylie Farrar Jr.	996 Baskerville Road Baskerville, Virginia 23915 MECKLENBURG		3/7/2022	12/1/2022	2
Michael Farson	1130 Waltman Trail Vernon Hill, Virginia 24597 HALIFAX		3/7/2022	12/1/2022	1
Kevin Ferrell - Ferrell Family Farms LLC	402 Ferrell Farm Lane Wyliesburg, Virginia 23976 CHARLOTTE		3/7/2022	12/1/2022	2

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 §
James N. Gibbs, Jr. - Gibbs Farm Inc.	196 Gibbs Lane Dolphin, Virginia 23843 BRUNSWICK		3/7/2022	12/1/2022	1
Martin Gonzalez - La Milpa Inc.	6925 HUll Street Road North Chesterfield, Virginia 23224 CHESTERFIELD		3/7/2022	12/1/2022	3
Kirk Gravitt - Lake Country Organics, LLC	PO Box 175 Skipwith, Virginia 23968 MECKLENBURG		3/7/2022	12/1/2022	6
James B. & J.B. III Gregory - Spring Hollow Farms, LLC	789 Henry Mill Road Java, Virginia 24565 PITTSYLVANIA		3/7/2022	12/1/2022	2
Sam Griffin - Griffin Farms	P. O. Box 36 Freeman, Virginia 23856 BRUNSWICK		3/7/2022	12/1/2022	1
Jonathan Shane Hanks	6377 Ontario Road Keysville, Virginia 23947 LUNENBURG		3/7/2022	12/1/2022	2
Richard T. Hite, Jr. - Hite Farming LLC	9331 South Hill Road Lunenburg, Virginia 23944 LUNENBURG		3/7/2022	12/1/2022	4
A. Scott Hudson	4187 Red Bank Rd. Virgilina, Virginia 24598 HALIFAX		3/7/2022	12/1/2022	1
Jonathan Hudson - Hudson Farms	1008 White Lane Alton, Virginia 24520 HALIFAX		3/7/2022	12/1/2022	1
James & Jay Jennings - JF Leaf LTD	8689 Old Cox Road Chase City, Virginia 23924 MECKLENBURG		3/7/2022	12/1/2022	3

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 §
Neil Jones	437 Clifton Road Rawlings, Virginia 23876 BRUNSWICK		3/7/2022	12/1/2022	2
Thomas Keatts	1259 Ed Hardy Road Danville, Virginia 24541 PITTSYLVANIA		3/7/2022	12/1/2022	4
Melvin Owen - Owen Farms Inc.	1261 Owen Road Blairs, Virginia 24527 PITTSYLVANIA		3/7/2022	12/1/2022	2
Charles Parrish, Jr. - Parrish Farms Inc.	2968 Fairview Road Dundas, Virginia 23938 LUNENBURG		3/7/2022	12/1/2022	4
J.E. Perdue - Knox Springs Farm	500 Dupuy Avenue Colonial Heights, Virginia 23803 CHESTERFIELD		3/7/2022	12/1/2022	6
Andrew Pittard - Pittard Leaf and Beef Farms	999 Cow Road Buffalo Junction, Virginia 24529 MECKLENBURG		3/7/2022	12/1/2022	1
Robert Proffitt - Proffitt Farms LLC	23272 Hwy 47 South Hill, Virginia 23970 MECKLENBURG		3/7/2022	12/1/2022	2
Herbert Ramsey - Ramsey Farms	243 Ramsey Farm Road Clarksville, Virginia 23927 MECKLENBURG		3/7/2022	12/1/2022	1
Chris Reamey - James C. Hall & Sons LLC	2356 Hall Road LaCrosse, Virginia 23950 MECKLENBURG		3/7/2022	12/1/2022	1
Julius H. Reese Jr - Reese Farms Inc	8125 James D. Haygood Hwy Scottsburg, Virginia 24589 HALIFAX		3/7/2022	12/1/2022	5

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 §
Wallace Roberts - Roberts Farms Inc	1187 Farmers Field Road Lawrenceville, Virginia 23868 BRUNSWICK		3/7/2022	12/1/2022	3
Timothy Shelton	3804 Dry Fork Road Dry Fork , Virginia 24549 PITTSYLVANIA		3/7/2022	12/1/2022	5
Averett Simpson Jr.	1373 Pickaway Road Vernon Hill, Virginia 24597 PITTSYLVANIA		3/7/2022	12/1/2022	2
Michael Sponaugle - Church Hill Produce	4415 Seldom Seen Road Doe Hill, Virginia 24433 HIGHLAND		3/7/2022	12/1/2022	4
Michael Thompson	4891 Kentuck Road Ringgold, Virginia 24586 PITTSYLVANIA		3/7/2022	12/1/2022	2
John W. Tucker Jr.	17019 Wilkinson Road Dinwiddie, Virginia 23803 DINWIDDIE		3/7/2022	12/1/2022	4
Donald E. Turner - Turner Family Farms LLC	21903 White Oak Road North Dinwiddie, Virginia 23803 DINWIDDIE		3/7/2022	12/1/2022	2
Jeffrey Vaughn	7436 Slatesville Road Keeling, Virginia 24566 PITTSYLVANIA		3/7/2022	12/1/2022	1
J. Grey Walker	2936 Carters Point Rd. Buffalo Junction, Virginia 24529 MECKLENBURG		3/7/2022	12/1/2022	2
Sterling Wilkinson - Circle W Farms	2599 Busy Bee Road South Hill, Virginia 23970 MECKLENBURG		3/7/2022	12/1/2022	3

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Bacon - 2 Story Frame	2384 Bacon Fork Road Kenbridge, Virginia 23944 LUNENBURG		1	17	☑ Local ☑ State ☑ Federal
M Bailey - 2 Story Frame	571 Bailey Road Keysville, Virginia 23947 LUNENBURG		1	2	☑ Local ☑ State ☑ Federal
M Bailey - S Story Block	198 Bailey Road Keysville, Virginia 23947 LUNENBURG		1	10	☑ Local ☑ State ☑ Federal
Bailey - S Story Block	965 Bailey Road Keysville, Virginia 23947 LUNENBURG		1	6	☑ Local ☑ State ☑ Federal
Beville/Gibbs - S Story	196 Gibbs Lane Dolphin, Virginia 23843 BRUNSWICK		1	3	☑ Local ☑ State ☑ Federal
Bain - Mobile Home	22326 Barnes Road Dinwiddie, Virginia 23841 DINWIDDIE		1	3	☑ Local ☑ State ☑ Federal
Blair -2 Story Wood Frame	2535 Hinesville Road Danville, Virginia 24541 PITTSYLVANIA		1	10	☑ Local ☑ State ☑ Federal
Brankley -Single Story	599 Brankley Road Skipwith, Virginia 23968 MECKLENBURG		1	18	☑ Local ☑ State ☑ Federal
Bledsoe - Mobile home	421 Tweedside Ln Blackstone, Virginia 23824 NOTTOWAY		1	5	☑ Local ☑ State ☑ Federal
Bledsoe - Mobile Home 2	4622 Stingy Lane Blackstone, Virginia 23824 NOTTOWAY		1	6	☑ Local ☑ State ☑ Federal

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Burnett - S Story Wood	2501 Dodson Road Blairs, Virginia 24527 PITTSYLVANIA		1	8	☑ Local ☑ State ☑ Federal
Burnett -Two story wood	3820 Mount View Rd Danville, Virginia 24540 PITTSYLVANIA		1	12	☑ Local ☑ State ☑ Federal
Callahan - S Story	Gee Rd/Tobacco Lane South Hill, Virginia 23970 MECKLENBURG		1	12	☑ Local ☑ State ☑ Federal
Carwile - Mobile Home	1551 Narrow Passage Road Appomatox, Virginia 24538 APPOMATTOX		1	5	☑ Local ☑ State ☑ Federal
Clary - 2 Story	1545 Kress Road Rawlings, Virginia 23876 BRUNSWICK		1	9	☑ Local ☑ State ☑ Federal
Clark - Multi room S Stor	11183 Skipwith Road Clarksville, Virginia 23927 MECKLENBURG		1	15	☑ Local ☑ State ☑ Federal
Clary - S Story vinyl	1697 Waqua Creek Road Rawlings, Virginia 23876 BRUNSWICK		1	18	☑ Local ☑ State ☑ Federal
Clowdis - Mobile Home	51 Hebron Church Road Saxe, Virginia 23976 CHARLOTTE		1	8	☑ Local ☑ State ☑ Federal
Comer - S Story Wood	2082 Ridge Road Vernon Hill, Virginia 24597 HALIFAX		1	15	☑ Local ☑ State ☑ Federal
Cox - S Story Brick	4744 Layman Road Roanoke, Virginia 24012 ROANOKE		1	2	☑ Local ☑ State ☑ Federal

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Crowder -Mobile home	4136 Chatham Rd. Chatham, Virginia 24558 PITTSYLVANIA		1	4	☑ Local ☑ State ☑ Federal
Dianis - Mobile Home	787 Deerfield Rd Emporia, Virginia 23847 GREENSVILLE		1	8	☑ Local ☑ State ☑ Federal
Everett -Mobile Home	3454 Stewart Road Jarratt, Virginia 23867 SUSSEX		1	10	☑ Local ☑ State ☑ Federal
C Emerson -2 Story Wood	333 Emerson Road Dry Fork, Virginia 24549 PITTSYLVANIA		1	12	☑ Local ☑ State ☑ Federal
Farrar-Single story block	2307 Baskerville Rd Baskerville, Virginia 23915 MECKLENBURG		1	6	☑ Local ☑ State ☑ Federal
R Emerson - S Story Wood	2348 Hopewell Road Dry Fork, Virginia 24549 PITTSYLVANIA		1	12	☑ Local ☑ State ☑ Federal
Ferrell - Metal Building	2155 Barnesville Hwy Wylliesburg, Virginia 23976 CHARLOTTE		1	16	☑ Local ☑ State ☑ Federal
Farrar - S Story Block	2307 Baskerville Road Baskerville, Virginia 23915 MECKLENBURG		1	7	☑ Local ☑ State ☑ Federal
Farson -Mobile Home	481 Henry Mills Lane Vernon Hill, Virginia 24597 HALIFAX		1	4	☑ Local ☑ State ☑ Federal
Edwards -2 Story Wood	857 Rigney Circle Chatham, Virginia 24531 PITTSYLVANIA		1	6	☑ Local ☑ State ☑ Federal

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Gonzalez - 2 Story Multi	8010 Hull St North Chesterfield, Virginia 23224 CHESTERFIELD		1	3	☑ Local ☑ State ☑ Federal
Gravitt -Single Story	940 Sandy Fork Road Buffalo Junction, Virginia 24529 MECKLENBURG		1	6	☑ Local ☑ State ☑ Federal
Griffin - Cinderblock	18779 Governor Harrison Pkwy Freeman, Virginia 23856 BRUNSWICK		1	6	☑ Local ☑ State ☑ Federal
Hite - Two story wood	9402 South Hill Rd Kenbridge, Virginia 23944 LUNENBURG		1	10	☑ Local ☑ State ☑ Federal
Holley - Mobile Home	1420 Johnson Road Dry Fork, Virginia 24549 PITTSYLVANIA		2	11	☑ Local ☑ State ☑ Federal
S & J Hudson - Mobile Home	2240 Wade Pond Road Alton, Virginia 24520 HALIFAX		1	6	☑ Local ☑ State ☑ Federal
Jennings-Single Story	8689 Old Cox Road Chase City, Virginia 23924 MECKLENBURG		1	11	☑ Local ☑ State ☑ Federal
N Jones -Wood Frame	1058 Rawlings Road Rawlings, Virginia 23876 BRUNSWICK		1	6	☑ Local ☑ State ☑ Federal
Keatts - mobile home	696 Mountain Run Rd Cascade, Virginia 24541 PITTSYLVANIA		1	7	☑ Local ☑ State ☑ Federal
M Owen - S Story Wood	828 Owen Road Blairs, Virginia 24527 PITTSYLVANIA		1	7	☑ Local ☑ State ☑ Federal

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
N Jones - S Story	441 Clifton Road Rawlings, Virginia 23876 BRUNSWICK		1	6	☑ Local ☑ State ☑ Federal
M Owen - Mobile Home	1071 Owen Road Blairs, Virginia 24527 PITTSYLVANIA		1	4	☑ Local ☑ State ☑ Federal
M Owen - S Story Block	9550 US Hwy 29 Blairs, Virginia 24527 PITTSYLVANIA		1	9	☑ Local ☑ State ☑ Federal
Ramsey - Mobile Home	243 Ramsey Road Clarksville, Virginia 23927 MECKLENBURG		1	2	☑ Local ☑ State ☑ Federal
Reamy -2 Story Frame	4516 Blackridge Road Lacrosse, Virginia 23950 MECKLENBURG		1	6	☑ Local ☑ State ☑ Federal
A Pittard - 2 Story Wood	999 Cow Road Buffalo Junction, Virginia 24529 MECKLENBURG		1	7	☑ Local ☑ State ☑ Federal
Proffit-2 Story Wood	2420 Busy Bee Road South Hill, Virginia 23970 MECKLENBURG		1	8	☑ Local ☑ State ☑ Federal
RobertsMulti-rm single st	947 Farmers Field Rd Lawrenceville, Virginia 23868 BRUNSWICK		1	10	☑ Local ☑ State ☑ Federal
Reese-2 story wood frame	1141 Long Branch Lane Scottsburg, Virginia 24589 HALIFAX		1	25	☑ Local ☑ State ☑ Federal
T. Shelton-Mobile home	3804 Dry Fork Road Dry Fork, Virginia 24549 PITTSYLVANIA		2	24	☑ Local ☑ State ☑ Federal

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Roberts -Single Story	947 Farmers Field Road Lawrenceville, Virginia 23868 BRUNSWICK		1	6	☑ Local ☑ State ☑ Federal
Simpson-2 story wood	1373 Pickaway Rd Vernon Hill, Virginia 24597 PITTSYLVANIA		1	12	☑ Local ☑ State ☑ Federal
Tucker -2 story wood	4831 Harpers Rd McKenney, Virginia 23841 DINWIDDIE		1	5	☑ Local ☑ State ☑ Federal
Turner -multi rm 2 story	9710 Boydton Plank Rd North Dinwiddie, Virginia 23803 DINWIDDIE		1	15	☑ Local ☑ State ☑ Federal
Perdue - Single Story	21100 Hallaway Ave South Chesterfield, Virginia 23803 CHESTERFIELD		1	4	☑ Local ☑ State ☑ Federal
Wilkinson -M Rm Single S	Busy Bee Road South Hill, Virginia 23970 MECKLENBURG		1	14	☑ Local ☑ State ☑ Federal
Wilkinson - S Story M Rm	Busy Bee Road South hill, Virginia 23970 MECKLENBURG		1	4	☑ Local ☑ State ☑ Federal
Vaughn - S Story Vinyl	14381 Old Richmond Road Keeling, Virginia 24566 PITTSYLVANIA		1	11	☑ Local ☑ State ☑ Federal
Parrish, Charles -	1968 Fairview Rd. Dundas, Virginia 23938 LUNENBURG		1	12	☑ Local ☑ State ☑ Federal
S & J Hudson - S Story Wo	2009 Melon Road Alton, Virginia 24520 HALIFAX		1	8	☑ Local ☑ State ☑ Federal

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Nursery/Greenhouse Duties may include but are not limited to: preparing soil and growth media, planting, transplanting, cultivating, pruning, cutting, deadheading, culling, pinching, pollinating, harvesting, trimming to shape, mowing, fertilizing with granular or liquid fertilizer, cleaning work area, transporting plant materials in the greenhouse or nursery area, loading and unloading plants and all other duties associated with plant production and /or otherwise participating in horticulture activities. Haul and spread topsoil, fertilizer, etc. to condition land. Spray, weed and water plants, shrubs and trees. Workers will be required to perform duties to prepare crops and ensure their development into marketable products. Workers will also pick orders, space plantings, load and unload product from carts, racks, benches, wagons and trucks for crop placement. Workers must lift full and empty metal benches of plants.

Planting, Cultivating & Harvesting Row Crops - Duties may include but are not limited to: plant, cultivate, harvest and store grain crops such as field corn, wheat, rye, soybeans, forage, etc. Workers may perform a variety of other duties such as husking and shelling corn and unloading grain onto conveyors to storage bins and/or elevators. Duties may include but are not limited to: plant, cultivate and harvest peanuts, cotton, tobacco. Flue cured, burley and dark Tobacco requires planting, cultivating, remove tops and suckers from the plants, and oiling. Flue cured requires that you pull mature leaves from tobacco stalks by hand and place leaves in trailers for transport to tobacco barns for curing, then prepared to be placed in the barns, once cured is removed and placed in bins to be baled. Bales weighing 650 to 850 pounds are mechanically loaded in trucks for transport to market. Other types of tobacco are harvested by cutting the whole plant and curing.

Planting, Cultivating and Harvesting Vegetables/Fruits - Duties may include but are not limited to: plant, cultivate, harvest and pack produce in boxes, buckets, and/or crates. May assist in set-up of product for sale of crop. When harvesting cabbage, asparagus, winter squash, pumpkins workers will cut selected produce with knife or shears and place in trailer drawn through field. Workers are also expected to perform task of packing, weighing, and loading trucks. May assist in loading and unloading farm goods to and from trucks into cold storage facilities. Produce may include a variety of cucumbers, squash, sweet potatoes, potatoes, peppers, grapes, berries, asparagus, broccoli, beans, cantaloupes, peas, pumpkins, melons, tomatoes, corn, and other miscellaneous fruits or vegetables. Grapes will include, planting, placing bamboo stakes, installing grow tubes, hilling up vines, installing trellis, weeding, hedging, pruning, tying up vines, cutting grass, harvesting.

Hay/Straw: Hay must be cut, raked and bailed. If square bales workers will move along rows of previously bailed haw/straw, bending, stooping and lifting bails, loading and stacking onto a truck or trailer for transport to storage area. If round bales they will be loaded with tractor on the truck or trailer for transport to storage area.

Sod Sod requires land preparation, seeding mowing and harvesting. A machine cuts and rolls the sod. Workers stack the rolls on pallets to be transported to installation worksite where the workers lay the sod.

Livestock - will include assisting with delivery, apply or administer medications, vaccines and/or insecticides, mix feed and additives, feed, water, herd, clean/disinfect livestock corrals/stalls/sheds, castrate, brand, clip/tag and clamp livestock.

b. Job Offer Information 2

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

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

WORK RULES
Although not intended to be a complete list, these work rules are intended to provide
guidance to workers of standards of conduct expected of them.
Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for terminating worker?s employment. Penalties such as suspension from work opportunity for the remainder of a day or for up to three days at a time may be made in the case of less serious violations.
Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.

1.Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker?s prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.

2.No use or possession of beer, liquor or unlawful drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing.

3.Excessive absences will not be permitted. This is regular work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or ?day work.?

4.Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas.

5.Workers living in employer?s housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.

6.Workers living in employer?s housing may not cook in sleeping rooms or any other non-kitchen areas.

7.Workers may not drop paper, cans, bottles and other trash in fields or packing house area. Trash and waste receptacles must be used.

8.Workers may not take unauthorized breaks from work.

9.Workers may not leave the field or other assigned work area without permission of farmer or person in charge.

10.Workers may not enter employer?s premises without authorization.

11.Workers may not begin work prior to scheduled starting time or continue working after stopping time.

12.Workers living in employer?s housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.
13.Workers may not deliberately restrict production.

14.Any worker who physically threatens another worker, the farmer or any supervisor with any tool or weapon will be subject to immediate discharge.

15.Workers may be discharged for fighting on the employer?s premises, including housing premises, at any time.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

It also applies to workers outside the reasonable driving distance, if the workers decline the housing offer. They will still be reimbursed for inbound and outbound transportation and subsistence from their place of recruitment.

a) Upon completion of 50% of the job contract period or sooner. In this case, the payment shall be due on a day or no later than the first working day, subsequent to the completion of the minimum employment period. The amount of transportation payment will be equal to the most economical and reasonable common carrier transportation charges for the distance involved.

b) When the services of the worker is no longer required for reasons beyond the control of the employer due to fire, or other acts of God, such as frost flood drought, hail, etc. which makes fulfillment of the work period impossible.

c) When the worker cannot complete the work period due to sickness related to this/these crop activities and is so certified by a doctor selected by the employer.

Upon completion of the job contract period, the employer reserves the right to charter or otherwise arrange to provide for return transportation at the employer?s election.

If the worker voluntarily abandons employment before the end of the work period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing subsequent transportation and subsistence expenses.

If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer must provide or pay for the workers 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. 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, the subsequent employer must provide or pay for such expenses. The employer is not relieved of the 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.

d. Job Offer Information 4

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

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

In addition to the duties listed above in connection with the crops, the worker may or may not be required to perform variable tasks such as the following: Irrigation, ditching, hoeing, shoveling, placement and removal of plastic, spraying pesticides or herbicides, loading, unloading, and hauling, etc.

Alternative work -General farm work will include maintain, drive, attach and operate farm implements/tractors/equipment connected with the duties listed above, make minor mechanical adjustments, repairs and service farm machinery, paint/repair farm structures, replace/repair fencing, perform general cleanup of farm areas, load and unload trucks, removal of rocks and clearing of land which is related to land preparation.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

Workers should be physically able to do the work required with or without reasonable accommodations. Persons seeking employment in these crops should be available for the entire period requested by the grower.
Employer assures that workers will be provided transportation between living quarters and work site every day. For workers who must be provided housing.
Employer will accept any capable U.S. worker or workers who are capable of performing the work. Employer is willing to train worker for a period not to exceed three (3) days.
Workers must possess documentation required to enable employer to comply with the employment verification requirements of U.S. Citizenship and Immigration Services to complete the form I-9.
The employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary in these crops.

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Post Hire Drug/Alcohol

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

Workers may be requested to submit to random drug and alcohol testing at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not part of the interview process.