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Prevailing Wage Determination



Figure

1: Home Screen to choose an application for Form ETA-790/790A

Job Order Cover Sheet

IMPORTANT: Employers and authorized preparers must read these general instructions carefully before completing the Form ETA-790A, Agricultural Clearance Order, and all required addendums. These instructions contain explanations of the questions and assurances that make up the Form ETA-790A. Please complete ALL required fields/items containing an asterisk (*).


It is a federal offense to knowingly and willfully furnish materially false information in the preparation of the Form ETA-790A and any supplement thereto or to aid, abet, or counsel another to do so (18 U.S.C. §§ 2, 1001). Other penalties may also apply to fraud or misuse of this immigration document and to perjury with respect to this form (18 U.S.C. §§ 1546, 1621).


Employer Name(s)


Select an Employer profile to populate this section (optional)

-Select-

Populate

II.1. Legal Business Name * 

II.2. Trade Name / Doing Business As (DBA) 

II.15. Federal Employer Identification Number (FEIN from IRS) * 


II.16. NAICS Code * 

Figure 2: Job Order Cover Sheet Employer Name

Employer Point-of-Contact Information

Select a Point-of-Contact profile to populate this section (optional)

II.3. Contact's Last (family) Name *

II.4. First (given) Name *

II.5. Middle name(s)

II.6. Contact's Job Title *


II.7. Address 1 *


II.8. Address 2 (*apartment/suite/floor and number*)

II.9. City *


Figure 3: Job Order Cover Sheet Employer Point of Contact


II.10. State * 

II.11. Postal Code * 

II.12. Telephone Number * 

II.13. Extension 

II.14. Business e-mail address * 

II.14.A. Additional e-mail address 

Save & Quit

Continue

Figure 4: Job Order Cover Sheet Employer Point of Contact cont.

Preliminary Questions

IMPORTANT: In accordance with 20 CFR 655.121, prior to filing an H-2A Application for Temporary Employment Certification (Form ETA-9142A), the employer must submit a job order (Form ETA-790/790A) to the State Workforce Agency (SWA) serving the area of intended employment, identifying it as a job order to be placed in connection with a future Form ETA-9142A for H-2A workers. This Form ETA 790/790A is designed to (1) facilitate the initial receipt and processing of the job order by the SWA, (2) identify the employer(s) of the worker(s) sought for the job opportunity, (3) designate that the job order will be used in connection with a future Form ETA-9142A for H-2A workers, and (4) disclose all the material terms and conditions of employment that the employer will offer to H-2A workers and U.S. workers.

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)

Type of Employer Application

2. Please select one of the options below to indicate the type of H-2A application that will be filed in connection with this job order.

Individual Employer

Joint Employer (2 or more individual employers)

Association - Sole Employer

Association - Joint Employer

Association - Agent

Figure 5: Job Order Preliminary Questions

H-2A Labor Contractor

3. Is the employer of the workers sought for the job operating as an H-2A Labor Contractor (H-2ALC), as defined by 20 CFR 655.103(b)? [?](#)

Yes

No

Emergency Application

4. Is this job order being filed in connection with a future request to waive the regulatory time period for submitting an H-2A application due to an emergency situation, as defined by 20 CFR 655.134? [?](#)

Yes

No

Herding or Production of Livestock on the Range

5. Is this job order being filed in connection with a future H-2A application seeking to employ temporary agricultural foreign workers to perform herding or production of livestock on the range, as defined by 20 CFR 655.201? [?](#)

Yes

No

Save & Quit


Back


Continue

Figure 6: Job Order Preliminary Questions cont.

Job Offer Information

A.1. Job Title * 


A.2A. Workers Needed - Total * 


A.2B. Workers Needed - H-2A * 

A.3. Begin Date * 

A.4. End Date * 

A.5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * 

Yes

No

Figure 7: Form Section A Job Offer Information


A.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.) * ?

0 / 4000 character limit

[+ Add Addendum C](#)


Figure 8: Form Section A Job Offer Information cont.

Wage Information

A.8B. Wage Offer * 

\$nnnn.nn

Wage offer must meet the state's adverse effect wage rate requirement.


A.8C. Per 


Hour

Month

A.8D. Piece Rate Offer 

\$nnnn.nn

A.8E. Piece Rate Units/Special Pay Information 

A.10. Frequency of Pay * 

Weekly

Bi-weekly

Monthly

Other

Figure 9: Form Section A Job Offer Information cont.

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.) * ?

0 / 1000 character limit

[+ Add Addendum C](#)


Save & Quit

Back


Continue


Figure 10: Form Section A Job Offer Information cont.


Minimum Job Qualifications/Requirements

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


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

B.2. Work Experience: number of months * 

B.3. Training: number of months * 


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

- | | |
|---|--|
| <input type="checkbox"/> Certification/license requirements | <input type="checkbox"/> Exposure to extreme temperatures |
| <input type="checkbox"/> Driver requirements | <input type="checkbox"/> Extensive pushing or pulling |
| <input type="checkbox"/> Criminal background check | <input type="checkbox"/> Extensive sitting or walking |
| <input type="checkbox"/> Drug Screen | <input type="checkbox"/> Frequent stooping or bending over |
| <input type="checkbox"/> Lifting requirements | <input type="checkbox"/> Repetitive movements |

B.5.A. Supervision: does this position supervise the work of other employees? * 

- Yes
- No


Figure 11: Form Section B Minimum Job Qualifications

B.5.A. Supervision: does this position supervise the work of other employees? * 

Yes

No

B.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.) * 

0 / 1000 character limit

[+ Add Addendum C](#)

Save & Quit

Back

Continue

Figure 12: Form Section B Minimum Job Qualifications cont.

Place of Employment Information

C.1. Address/Location * ?

0 / 120 character limit

C.2. City * ?

C.3. State * ?

C.4. Postal Code * ?

C.5. County * ?

Figure 13: Form Section C Place of Employment Information

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

0 / 500 character limit

Additional Places of Employment

C.7. Will work be performed at worksite locations other than the ones identified above? * ?

Yes

No


Save & Quit

Back


Continue

Figure 14: Form Section C Place of Employment Information cont.


Housing Information


D.1. Housing Address/Location * 


0 / 120 character limit

D.2. City * 

D.3. State * 


D.4. Postal Code * 


D.5. County * 


D.6. Housing Type * 

0 / 40 character limit

Figure 15: Form Section D Housing Information

D.7. Total Units * 


D.8. Total Occupancy * 

D.9. Housing complies or will comply with the following applicable standards: * 

Local


State

Federal

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

0 / 500 character limit

Additional Housing

D.11. Will housing be offered at additional locations other than the one identified above? 

Yes

No

Save & Quit

Back

Continue

Figure 16: Form Section D Housing Information cont.

Provision of Meals and Transportation

E.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.) * ?

0 / 1000 character limit

[+ Add Addendum C](#)

If meals are provided, the employer: * ?

- WILL NOT charge workers for such meals
- WILL charge workers for such meals

Figure 17: Form Sections E & F Provision of Meals and Transportation


F.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.) * 

0 / 500 character limit

[+ Add Addendum C](#)

F.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.) * 

0 / 500 character limit

Figure 18: Form Sections E & F Provision of Meals and Transportation cont.

[+ Add Addendum C](#)

F.3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker ?

No less than * ?

per day

No more than * ?

per day with receipts

Employer daily meal reimbursement must be no less than \$14 and no more than \$59.00.

Save & Quit

Back

Continue

Figure 19: Form Sections E & F Provision of Meals and Transportation cont.

Referral and Hiring Instructions

G.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 and the methods of contact (e.g., email, phone) that prospective U.S. applicants may use to be considered for the job opportunity. Summarize how applicants are to be considered, referred, and hired. For example, indicate the days and hours that the employer or the employer's authorized hiring representative will be available to interview workers by telephone and/or in-person and whether anybody different from the employer has hiring authority.

*(Please begin response on this form and use Addendum C if additional space is needed.) **

0 / 4000 character limit

[+ Add Addendum C](#)

Two of three entries required*

G.2. Telephone Number to Apply ?

 ▼

G.3. Email Address to Apply ?

G.4. Website address (URL) to Apply ?

Save & Quit

Back

Continue

Figure 20: Form Section G Referral and Hiring Instructions

Conditions of Employment and Assurances

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).

Figure 21: Form Section I Conditions of Employment and Assurances

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).

Figure 22: Form Section I Conditions of Employment and Assurances cont.

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 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. 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).

Figure 23: Form Section I Conditions of Employment and Assurances cont.

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).

Figure 24: Form Section I Conditions of Employment and Assurances cont.

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).


Figure 25: Form Section I Conditions of Employment and Assurances cont.


- 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. 20CFR 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.

Figure 26: Form Section I Conditions of Employment and Assurances cont.

Signer Information


I.1. Last (family) Name * 

I.2. First (family) Name * 

I.3. Middle Initial 

I.4. Title * 

Signature

I.5. **By signing this document with an electronic signature**, I acknowledge the Conditions of Employment and Assurances stated above. * 

Signature Upload



Drop files here or [browse](#).

File types allowed: .png, .jpeg, .jpg, .svg

File size limit: 30MB

Save & Quit

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Continue

Figure 26: Form Section I Conditions of Employment and Assurances cont.

Addendum A - Crops and/or Agricultural Activities

This Addendum must be fully completed and submitted with the Form ETA-790A when the employer needs to disclose additional information about the payment of wages for specific crops and/or agricultural activities. The employer must disclose wage information covering all the crops or agricultural activities that workers will need to perform under the agricultural clearance order. For example, where an employer has multiple applicable hourly rates (e.g., due to work in different states subject to different AEWRs), the employer may disclose the distinct hourly rates by entering the crop and state on the Addendum A. The employer could enter the wage rate information for "Lettuce Harvesting – California" with the hourly AEWR covering work performed in California in one row, and then enter the wage rate information for "Lettuce Harvesting – Arizona" with the hourly AEWR covering work performed in Arizona on another row.

[Read More](#)

Crops and/or Agricultural Activities

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Actions
---------	-------------------------------	------------	-----	---------

[+ Add Addendum A](#)

Save & Quit

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Continue

Figure 27: Form Addendum A – Additional Crops and/ or Agricultural Activities

Add Crop/Agricultural Activity ✕

Crop ID

Crop or Agricultural Activity *

Wage Offer *

Per *

Piece Rate Units/Special Pay Information

0 / 500 character limit

Figure 28: Form Addendum A - Additional Crops and/ or Agricultural Activities

Addendum B - Additional Place of Employment Information

There is 1 field level error on this page

- Field Addendum B: Please enter in at least one row.

This addendum must be fully completed and submitted with the Form ETA-790A when the employer needs the workers to perform services or labor required in the agricultural clearance order at additional places of em

[Read More](#)

Additional Places of Employment

Name of Agricultural Business	State	County	Actions
-------------------------------	-------	--------	---------

[+ Add Addendum B\(C\)](#)

Save & Quit

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Continue

Figure 28: Form Addendum B - Additional Place of Employment Information

Add Additional Places of Employment Information ✕

Name of Agricultural Business *

Employment Address *

City

State *

County

Postal Code

Figure 29: Form Addendum B - Additional Place of Employment Information cont.

Additional Place of Employment Information

Begin Date *

End Date *

Total Workers *

Cancel

Save

Figure 30: Form Addendum B - Additional Place of Employment Information cont.

Addendum B - Additional Housing Locations

ⓘ There is 1 field level error on this page

- Field Addendum B: Please enter in at least one row.

This Addendum must be fully completed and submitted with the Form ETA-790A when the employer will be providing housing at additional locations, other than the place disclosed in Section D, items 1 through 5 and/or additional space is needed to identify all available housing units for workers at the address disclosed in Section D, items 1 through 5.

Additional Housing Locations

Type of Housing	Physical Location - State	Physical Location - County	Actions
-----------------	---------------------------	----------------------------	---------

[+ Add Addendum B](#)

Save & Quit

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Continue

Figure 31: Form Addendum B - Additional Housing Information

Add Additional Housing Locations



Type of Housing *

Physical Location - Address/Location *

Physical Location - City

Physical Location - State *

Physical Location - County

Physical Location - Postal Code

Figure 32: Form Addendum B – Additional Housing Information cont.

Additional Housing Information

0 / 500 character limit

Total Units *

Total Occupancy *

Applicable housing standards. (choose one or more) *

Cancel

Save

Figure 33: Form Addendum B - Additional Housing Information cont.

Addendum C - Material Terms and Conditions of the Job Offer

Addendum C may be used to elaborate or further explain material terms or conditions of the job offer previously disclosed on this clearance order or to disclose a material term or condition of the job offer that
[Read More](#)

Section/Item Number and Category of Material Term or Condition	Summary of Material Term Condition	Actions
--	------------------------------------	---------

[+ Add Addendum C](#)

Save & Quit

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Continue

Figure 34: Form Addendum C - Material Terms and Conditions of the Job Offer

Add Material Terms and Conditions of the Job Offer ✕

Section/Item Number and Category of Material Term or Condition *

- Select - ▾

Summary of Material Term Condition

Details of Material Term or Condition * ?

0 / 3500 character limit

Cancel Save

Figure 35: Form Addendum C – Material Terms and Conditions of the Job Offer cont.

State Workforce Agency (SWA) Selection

i Information Required
Please complete preliminary questions 4 & 5 to determine if a State Workforce Agency (SWA) selection is needed for this application.

Save & Quit

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Continue

Figure 36: State Workforce Agency (SWA) Selection

Select what form/section you would like to view:

- Select -

[Print Summary](#) 

1205-0466

Expiration Date: XX/XX/XXXX

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.

790 II. Employer Contact Information



Preliminary Questions



A: Job Offer Information



B: Minimum Job Qualifications/Requirements



C: Place of Employment Information



D: Housing Information



Figure 37: Review and Submit Section

E: Provision of Meals	>
F: Provision of Transportation	>
G: Referral and Hiring Instructions	>
I: Conditions of Employment and Assurances	>
ADD A: Addendum A - Additional Crops and/or Agricultural Activities	>
ADD B: Addendum B - Additional Place of Employment Information	>
ADD B: Addendum B - Additional Housing Location	>
ADD C: Addendum C - Material Terms and Conditions of the Job Offer	>
SWA: State Workforce Agency (SWA) Selection	>

Save & Quit

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Submit

Figure 38: Review and Submit Section cont.