



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

A. Job Offer Information

1. Job Title * Farm workers, laborers							
2. Workers Needed *		a. Total	b. H-2A	Period of Intended Employment			
		90	30	3. Begin Date * 12/4/2021		4. End Date * 5/31/2022	
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.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>2</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>12</u> <u>08</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>00</u> <u>75</u>		per 15 ct of basil b cut 15ct	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



H-2A Agricultural Clearance Order
Form ETA-790A
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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input checked="" type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>75</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) *			
NONE			

C. Place of Employment Information

1. Address/Location *			
27320 County Rd 835			
2. City *	3. State *	4. Postal Code *	5. County *
Clewiston	Florida	33440	Hendry
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
NONE.			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
27320 County Rd 835 UNIT 15			
2. City *	3. State *	4. Postal Code *	5. County *
Clewiston	Florida	33440	Hendry
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
MOBILE HOME		1	7
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> 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? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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

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 so that workers may prepare their own meals. No charge will be made for the provided beds, appliances, cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. Employer will provide (on a voluntary basis) weekly transportation to assure workers access to stores where they can purchase groceries. If for any reason the kitchen facilities become unavailable due to fire or calamity, the employer will provide 3 meals per day for which a deduction shall be made until the kitchen facilities become operable.

2. If meals are provided, the employer: *	<input checked="" type="checkbox"/> WILL NOT charge workers for such meals.
	<input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)
The employer will provide free transportation between the employer's housing and the worksite for any worker who is provided housing. The use of transportation by the worker is voluntary, and no worker will be required as a condition of employment to utilize the transportation offered by the employer.

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.)
After a worker has completed fifty percent of the work contract period, the employer will reimburse the worker for the cost of transportation and subsistence from the place the worker came from to the place of work, if such costs are borne by the worker.

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	\$ <u> 13 </u> . <u> 17 </u>	per day *
	b. no more than	\$ <u> 55 </u> . <u> 00 </u>	per day with receipts



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

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *

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

See Addendum C

2. Telephone Number to Apply *

+1 (863) 983-8269

3. Email Address to Apply *

veronica@cbfarms.net

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



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

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).



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

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 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).
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).



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

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).



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

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 §
Garcia	Veronica	
4. Title *		
Payroll Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		9/28/2021

Employment Service Statement

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

Public Burden Statement (1205-0466)

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

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



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 §
C&B Farms, Inc.	26299 County Road 833 Clewiston, Florida 33440 HENDRY		12/4/2021	5/31/2022	30
C&B Farms, Inc	29715 Obern Road Clewiston, Florida 33440 HENDRY		12/4/2021	5/31/2022	30
C & B FARMS, INC	25000 COUNTY ROAD 835 CLEWISTON, Florida 33440 HENDRY		12/4/2021	5/31/2022	30

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



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 *
MOBILE HOME	28522 CR 835 UNIT 11 CLEWISTON, Florida 33440 HENDRY		1	8	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
MOBILE HOME	28522 CR 835 UNIT 12 CLEWISTON, Florida 33440 HENDRY		1	8	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
MOBILE HOME	28522 CR 835 UNIT 13 CLEWSITON, Florida 33440 HENDRY		1	8	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
MOBILE HOME	28522 CR 835 UNIT 16 CLEWISTON, Florida 33440 HENDRY		1	6	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
BLOCK	27910 CR 835 CLEWISTON, Florida 33440 HENDRY		1	48	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
BLOCK	27922 CR 835 CLEWISTON, Florida 33440 HENDRY		1	48	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
MOBILE HOME	28522 CR 835 UNIT 2 CLEWISTON, Florida 33440 HENDRY		1	6	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
MOBILE HOME	28522 CR 835 UNIT 3 CLEWISTON, Florida 33440 HENDRY		1	5	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Mobile Home	718 Midstate Loop Road Clewiston, Florida 33440 HENDRY		1	7	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
28522 - MOBILE HOME	28522 CR 835 UNIT 1 CLEWISTON, Florida 33440 HENDRY		1	5	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal

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



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 *
MOBILE HOME	28522 CR 835 UNIT 4 CLEWISTON, Florida 33440 HENDRY		1	6	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
MOBILE HOME	28522 CR 835 UNIT 10 CLEWSITON, Florida 33440 HENDRY		1	8	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
MOBILE HOME	27320 CR 835 UNIT 14 CLEWISTON, Florida 33440 HENDRY		1	7	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Mobile Home	28522 CR 835 Unit 17 Clewiston, Florida 33440 HENDRY		1	7	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
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H-2A Agricultural Clearance Order
Form ETA-790A Addendum C
U.S. Department of Labor

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time and may include all of the following job specifications:</p> <p>Workers will be assigned any or all of the following tasks and functions as needed by the employer: harvest and/or pack various crops in the field, load the trucks in the field and/or wash, grade and pack crops at the packing house, forklift driving, box stacking, icing of crops (harvested commodities) in the packing house ice room, pulling plastic in the field and loading/unloading plastic in the field, and non-harvest activities listed in the attachment. Harvest and pack crops in field: Worker will walk down assigned rows and cut at the appropriate height from the soil or pull crops from ground, discard poor quality crops, rubber band or apply twist ties as needed or required by the customer or employer, and place required quantity in assigned container and take and load onto the field truck. Workers will be given barcode stickers to affix to the boxes, crates, RPC's, and bins as they are packed in the field or the packing house. When harvesting radishes and beets the harvesters will be given a sticker for each type of harvest occurring and are scanned. The washing / packers will place barcode stickers on every unit packed and scanned. Barcode scanners will be used to scan all units and account for the workers piece rate with the exception of radishes and beets. Tokens will be given to each worker for each unit of beets or radishes that is harvested and packed when barcode scanners are not working. All piece rates include putting the box/crate together. Unloading of the truck is done at the packing house, by a forklift driver.</p> <p>Wash, grade and pack crops: Worker will wash field crops to remove dirt and grade for quality and then pack the necessary quantity in the assigned box.</p> <p>Forklift driving and stacking boxes of crops in the packing house and icing of various crops in the packing house ice room.</p> <p>Pulling plastic from the fields during the cleanup stage of the season after all crops have been harvested. Loading and/or unloading of the pulled plastic onto and off of a truck after it has been pulled from the fields and disposed of in the location directed by the crew foreman. Various non-harvest activities such as, but not limited to weeding, thinning, staking, tying, seeding, planting, tractor work, driving of van or bus, occasional heavy equipment operation, field cleanup, irrigation maintenance, packing of crops, equipment maintenance, etc. as directed by the employer.</p> <p>The employer will provide the picking containers and other necessary tools to perform the described job duties without charge to the worker. The employer will charge the worker reasonable costs related to the workers refusal or negligent failure to return the tools or due to such workers willful damage or destruction of the tools. The worker must be physically able, with or without reasonable accommodation, to fulfil the essential duties described herein that also require the worker to be able to lift 75 pounds for long periods of time, work in hot, humid weather (including work when the heat index is 110 degrees for sustained periods) and in cold, wet weather, bending and stooping to harvest crop and perform pre-harvest activities.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Adverse Effect Wage Rate, the prevailing hourly wage rate, the piece rate, the agreed upon collective bargaining rate, or the federal or state minimum wage rate, whichever is greatest, will be the minimum rate of pay. At the time of submission of this order, the applicable wage is \$12.08/hour. C & B Farms, Inc. assures that if a change in the AEWR, prevailing hourly wage rate, or federal minimum wage rate requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase.</p>			



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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Housing Units are comprised of wood frame, mobile home and/or block structures. All structures are built specifically for compliance with the DOL OSHA standards set forth in 29 CFR 1910.142. The units possess beds, showers, lavatories, and space for storing personal items. There is a shared kitchen with ample cooking and refrigeration, provided appliances, a common dining area and laundry facilities. All utilities are provided free of charge. Employees residing in the housing may receive mail.			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site to begin work; c) confirmation of full disclosure of all terms, conditions and nature of work; d) confirmation of legal qualifications to work in the U.S. Persons seeking employment as a farm laborer must be available for the entire period requested by the employer, be subject to a post hire background check at no expense of their own and pass a post- hire, free of charge, drug test and random drug testing if requested; e) each worker hired will be subject to a 90-day probationary period, during which, the employer can terminate employment of the worker at any time with or without cause. These steps are intended to ensure that the safety of the work environment and end consumer is not compromised as mandated by the Global G.A.P Audit, the FDA Food Safety Modernization Act (FSMA) and the USDA Good Agricultural Practices & Good Handling Practices Audit and the CDC Covid 19 guidelines. Convictions of criminal conduct that present a potential compromise of food security in accordance with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 will be cause for discharge. The employer may terminate the worker (foreign and/or domestic) with notification to U.S. DOL and USCIS, as applicable, if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. All referrals are to be made to Charles W. (Chuck) Obern at 27320 County Road 835, Clewiston, FL 33440 Telephone 863-983-8269. Collect calls will not be accepted. Walk-in applicants will be accepted. The office hours are Monday thru Friday from 9:00 a.m. to 2:00 p.m. All local interested applicants may apply directly to the employer. All interstate applicants are encouraged, but not required, to first contact the Job Order holding office prior to referral. For referrals from beyond normal commuting distance, an application may be sent to the employer or a telephone interview may be requested. The employer will contact all applicants by phone who have submitted an application to conduct an interview. Prior to referral each worker shall either read or have read to them a copy the Job Offer and each prospective worker should understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any and all of the listed job activities at the discretion of the employer. Referral and walk-in applicants should bring with them original documentation of identity and employment eligibility documents (original documents only), sufficient to complete the I-9 Form.			



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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - WORK RULES CONT.
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>10. With the exception of the worker's assigned housing, workers may not enter the employer's premises at times other than during the hours the employee is scheduled to work.</p> <p>11. Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer.</p> <p>12. Workers may not abuse or extend break periods which may be provided or take unauthorized breaks from work.</p> <p>13. Workers may not deliberately restrict production.</p> <p>14. Workers may not engage in horseplay, scuffling, throwing things, wasting time or loitering during work hours. Worker may be discharged for fighting on the employer's premises at any time.</p> <p>15. Workers may not post or remove any notices, signs or other instructions on the employer's property.</p> <p>16. Worker may be discharged if they steal from fellow workers or from the employer.</p> <p>17. Workers may not falsify personal, medical, production or other work-related records.</p> <p>18. Workers may not willfully abuse or destroy any machinery, equipment, tools or other property belonging to the employer or other employees.</p> <p>19. After completion of the training period, workers are to keep up with fellow workers and not detrimentally affect other workers' productivity.</p> <p>20. Workers may not commit acts of insubordination.</p> <p>21. Workers may not interrupt other workers' rest/sleep periods by excessive or unnecessary noise or commotion.</p> <p>22. Workers may not have guests in employer-provided housing past 10:00 pm on Sunday through Friday or on Saturday past 12:00 am. Workers and/or their guests may not engage in indecent, immoral or illegal conduct at any time on the employer's premises.</p> <p>23. Repeated failure to follow instructions, obey safety requirements, equipment and vehicle operation instructions may result in termination.</p> <p>24. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to harvesting or packing standards, or rough handling of produce may be terminated.</p> <p>25. No firearms or other weapons may be brought onto the employer's premises AT ANY TIME.</p> <p>26. The use of cellular telephones is not permitted during work hours, inside the fields, or packing facilities, unless in cases of special circumstances where use must first be approved in writing by a farm manager.</p> <p>27. All workers will be trained and must follow all required Federal, State, Local and C & B Farm's Food Safety Procedures and adhere to the Covid 19 guidelines.</p> <p>28. Workers may not abuse or bully other workers or engage in any harassment of other workers because of or related to the sex, color, race, religion, national, origin, citizenship, disability, or other legally protected status of any of them and must comply with the employer's policies forbidding such harassment and requiring the reporting of any such conduct at all times.</p> <p>Failure to comply with the above work rules may result in termination or discharge.</p> <p>Note: If you do not understand any of the above rules, please ask your supervisor for an explanation.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - WORK RULES
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The following rules are intended to provide standards of conduct expected of workers employed under this job order. Violations of these rules or other lawful, job-related employer requirements will be considered grounds for termination. In cases of less serious violations, penalties such as suspension without pay for up to three days may be imposed. Workers are expected to comply with ALL rules related to discipline, attendance, work quality or quantity and the care or maintenance of all property. The performance standards listed below and others that may be established from time to time are not all-inclusive. These standards are only examples of the types of misconduct for which employees may be disciplined or dismissed. They are published to provide a general understanding of what your employer considers to be unacceptable conduct.</p> <p>1. Workers who perform fraudulent or sloppy work will be suspended without pay for the remainder of the workday or up to three days based on the supervisor's consideration of the degree of infraction, the worker's prior record, and other relevant factors. Subsequent offenses may result in termination or discharge.</p> <p>2. Each worker hired will be subject to a 90-day probationary period, during which, the employer can terminate employment of the worker at any time with or without cause.</p> <p>3. No use or possession of alcohol is permitted during work time or during any workday or before work is completed for that day including during meal or break periods. Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs nor alcohol may be used or kept on the employer's premises. C & B Farms, Inc. is a drug-free workplace. All employees will be subject to drug screening. Pre-employment, random drug testing and post-accident drug testing may be conducted by employer; employees must be willing to submit to a random drug test(s).</p> <p>4. Excessive absences or tardiness will not be permitted. Excessive absence is defined as five (5) unexcused absences during the stated job order period.</p> <p>5. Workers are expected to maintain cleanliness of their living quarters and shall promptly report problems to the employer.</p> <p>Workers shall cooperate with other workers assigned to the same housing in maintaining cleanliness of kitchen, dining, bathroom and living areas. Workers must place eggs, meats and other food requiring refrigeration into refrigerators and not leave such food items on kitchen counters.</p> <p>6. Workers living in employer-provided housing that are assigned bunk beds may not separate or move bunk beds and may not move into other rooms or allow other workers to move into their rooms without employer permission and determination that such changes would not violate applicable living space or other regulatory requirements.</p> <p>7. Workers living in employer-provided housing may not cook in sleeping rooms or any other non-kitchen areas.</p> <p>8. Workers may not repeatedly drop paper, cans, bottles, or other trash in fields, packinghouses, or housing areas. Trash and waste receptacles must be used and used toilet tissue must be flushed.</p> <p>9. With the exception of the worker's assigned housing and/or work area/field, workers may not enter employer's premises without authorization by the person in charge. Workers may make arrangements to meet with Mr. Oborn or the employer's payroll and human resources staff at their mutual convenience to resolve questions or problems that may arise.</p>			



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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TERMINATIONS
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer may discipline by, for example, suspension from one or more days of work opportunity and/or terminate the worker with notification, if and as applicable, to the United States Department of Labor and the United States Citizenship and Immigration Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses or fails to work in accordance with directions or is otherwise obviously unqualified to perform the job; (d) is physically able, but does not demonstrate the willingness to perform the work necessary; (e) provides other job related reasons for termination; (f) falsifies identification, personnel, medical or other work related records; (g) commits acts of insubordination; (h) the employer is made aware of a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers; (i) fails, after completing any training or break-in period, to reach production standards when production standards are applicable. Employer requires that after 5 days experience on the job, the worker's piece rate production earnings for the workweek must equal at least the minimum production standards as written in the piece rates and production standards, and in addition must consistently put forth a sustained bona fide work effort as provided in this job order. The employer may discipline the worker including requiring the worker to leave the field or other work for a period determined by the foreman, of unpaid suspension from employment for up to three days, or termination of employment. Workers will be terminated or disciplined for failure to follow the requirements of this job order, work rules and/or housing rules (see attachment). Any worker who is subject to discipline is encouraged to bring any question or concern about his or her treatment to the personal attention of Charles W. (Chuck) Obern, at 27320 County Road 835, Clewiston, FL 33440 Telephone 863-983-8269. An H-2A visa holder may be displaced and discharged if sufficient U.S. Workers should become available as provided in 20 CFR 655.122(i)(4).</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Instruction will be given for each task and standards of performance communicated to worker. Workers will be assigned a row or series of rows, or multiple rows within a bed, and required to select and pick produce according to criteria outlined and demonstrated by managers such as size, coloring, and ripeness. They will be responsible for in-field grading and discarding of poor quality, rotting, and/or over-ripened produce. Workers will gently load the good quality produce into specified containers, taking care to avoid damage or bruising, and making sure that the correct quantity is placed in each field packed container. Workers may be responsible for picking up trash and other similar farm sanitation as part of SOPs and SSOPs within Good Agricultural Practices (GAPs), Good Handling Practices (GHPs) for Food Safety.</p> <p>Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodation. Workers are exposed to wet weather early in the morning and heat throughout the day while working in the fields. Temperatures may range from 10 to 100 F. and the heat index may be over 110 F. Workers may be required to work during occasional showers not severe enough to stop field operations.</p> <p>Workers will report to work at the designated time and place as directed by the grower each day. The standard work is 7 hours per day, 6 days per week. In peak periods of seasonal crop demands, employees may be requested but not required to work up to 12 or more hours per day and/or on their Sabbath or Federal holidays depending upon the conditions in the fields, weather, orders, and maturity of the crop. Employees may volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur any time throughout the season.</p> <p>All operational specifications can change during the season due to crop or market conditions. Workers will be expected to conform to the specific instructions given for each day's work. A farm manager, supervisor, or a designated employee of the employer will provide instructions and general supervision on behalf of the employer. The grower, employer or supervisor or other employee designated by the employer will make daily individual work assignments, team or crew assignments, and determine location of work as the needs of the operation dictate. Workers may be assigned a variety of duties in any given day and different tasks on different days.</p> <p>Persons seeking employment as a farm laborer must be available for the entire period requested by the employer and possess 3 months harvesting experience pursuant to the Foreign Labor Certification Data Center Online Wage Library, SOC Code 45-2092.02 (Farmworkers and Laborers, Crop, Nursery and Greenhouse). Successful applicants will be subject to a trial period of up to 5 days during which their performance of required tasks will be evaluated. If the performance is not acceptable to the employer in its sole discretion the worker will be terminated.</p>			



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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - WORK RULES CONT.
3. Details of Material Term or Condition (up to 3,500 characters) * This housing is being offered to from your employer as an extra benefit from this company. You have to be employed by this company in order to be permitted to live in the housing provided. Non-employees are not permitted to stay at the worker housing. Tenancy is from week to week. In the event that your employment ceases, your housing must be relinquished as state law mandates. Your housing unit can be and will be inspected by a company representative weekly or monthly by the Department of Health. These inspections are to help assure that all housing units are maintained in healthy and neat conditions. **IMPORTANT** You are responsible for ALL damages done to your housing unit during your stay. Any damages that are not caused by normal wear and tear will be deducted from your pay. Continuous violations of the housing rules can result in your termination of employment as well as your right to live at the housing provided by the company. NOTE: The Company makes a big effort in finding good and secure housing for everyone's convenience. It is important that you avoid leaving valuable items as well as money in the housing units when you leave. The company will be not responsible for any stolen items from the housing units. ----- Esta vivienda est siendo ofrecida a de su empleador como un beneficio adicional de esta compa'a. Usted tiene que ser empleado por esta compa'a para ser permitido para vivir en la vivienda provista. Los poco empleados no son permitidos para quedarse en la vivienda del trabajador. La tenencia es desde semana hasta la semana. En caso que su empleo cese, su vivienda debe ser a la que se renunci' no m's tarde que dice el ley del estado. Su unidad de albergue puede ser y va a ser inspeccionada por lo menos una vez a la semana por un inspector de la compania y mensual por el departamento de salud para ayudar asegurar que esta mantenida en una Buena condicion sanitaria. **IMPORTANTE** Usted es responsable por TODOS los danos de su unidad durante el tiempo que usted esta viviendo ahi. Cualquier dano que sea causado, que no sean por desgaste o deterioro normal seran cobrados de sus cheques. Continua violacion de las regalas de albergue pueden resultar en la terminacion de su uso del albergue proveido por la compania al igual que su empleo con esta compania. NOTA: Aunque la compania hace un esfuerzo grande para buscar casas que sean seguras para la comodidad de todos, es importante de que eviten dejar cosas valiosas y dinero en sus viviendas cuando salen del albergue. La compania no se hara responsable de la perdidas que tengan.			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES
3. Details of Material Term or Condition (up to 3,500 characters) * This work requires adherence to important food safety and quality standard operating procedures, as required by different customers, food safety and quality standards credentialing bodies, including but not limited to Good Agricultural Practices (GAPs) the FDA Food Safety Modernization Act (FSMA), and Good Handling Practices (GHPs) for Food Safety and the employer, and the ability to work quickly and consistently alongside fellow workers with a positive, professional, team-based attitude and a consideration for the safety and health of fellow workers and of the consumers who will purchase and consume the fresh produce grown, harvested, packed, and shipped from the farm.U.S. workers in corresponding employment and H-2A visa holder workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly minimum wage rate. The decision to pay above the stated prevailing or other hourly rate will be made by the employer, at its sole discretion, and will be based on non-discriminatory factors including the recipient's skills, performance and tenure. 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 for the employer to harvest and pack a premium product. All terms and conditions in the job order will apply equally to all workers, domestic and foreign, employed under this job order.			



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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TERMINATIONS CONT.
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for the workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. The employer has a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this job order will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with the employer. Voluntary resignation before the specified ending date listed in this job order may disqualify the employee from future employment opportunities with the employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered eligible for exemption to the no complete, no rehire policy.</p> <p>The acclimatization period for all crop activities is 5 days starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues. After completion of the acclimatization period, workers are to keep up with fellow employees and not detrimentally affect other workers' productivity. From time to time, the employer may identify workers who show the need for additional training. So the employer's supervisors can identify workers who may need more training and attention, workers may be required to wear a safety vest in the field. These workers will be identified in the field by wearing a safety vest so that they can be given additional attention and training by the crew foreman. The amount of time the worker is required to wear the vest for identification will be at the determination of the employer.</p> <p>The employer will expeditiously notify the order-holding office or State agency by telephone, email, or written correspondence 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. The employer agrees to abide by the regulations at 20 CFR 655.135, Assurances. The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits, and working conditions as those in which the employer offers or intends to offer to non-immigrant workers.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TERMINATIONS CONT.
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>In general, with respect to Item (b) above, serious act(s) of misconduct include, but are not limited to: theft from the employer or other workers; fraud or falsifying work related records, consumption of alcohol during the work day; possession of alcohol on the employer's premises; use or possession of illegal drugs; disobeying a lawful and reasonable instruction given by the employer or employer's supervisor; abusing or threatening other employees, supervisor or employer; spitting, demeaning or use of profanity towards other workers, employer or supervisor; bullying or harassment (including verbal, physical, sexual) other employees, supervisor or employer; failure to observe good hygiene practices with respect to other employees, supervisor, or employer or food crops, considering need to engage in practices to avoid spread of Covid 19 or other infectious diseases; willful or malicious damage to employer's or other worker's property.</p> <p>In general, with respect to item (g) above, insubordination will be considered to be any willful or intentional failure to obey a lawful or reasonable request from the employer or employer's supervisor. The basic elements of insubordination include: 1. A reasonable and lawful direct order was issued to the employee, either verbally or in writing, by the employer or employer's supervisor; 2. Employee received the order orally or in writing and communicated confirmation of understanding the order; and 3. Employee refused to obey the order directly through an explicit statement of refusal or through non-performance.</p> <p>Five (5) unexcused absences by the worker, at any time within the job order period, will be considered a job-related reason for the worker termination. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic, horticultural, and other working conditions. Each worker must clean their work area each day and dispose of trash and discarded items in provided receptacles. The employer will report workers who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive working days without the consent of the employer. The employer will not be responsible for providing or paying for reported worker's a) subsequent transportation and subsistence expenses, and b) the worker will not be entitled to the 3/4 guarantee.</p>			



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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules
3. Details of Material Term or Condition (up to 3,500 characters) * HOUSING RULES General: 1. Keep house Clean 2. Sweep all floors daily 3. Mop all floors weekly 4. Do not leave trash in yard 5. DO NOT DAMAGE HOUSE 6. No loud music or parties after dark 7. Do NOT leave A/C on during the day 8. Do not cover/remove smoke alarms 9. Do not remove heaters/fire extinguishers from home 10. Do not use extension cords 11. Do not remove/tear screen on doors/windows 12. No fighting or weapons will be allowed 13. No alterations to units are allowed 14. No consumption of alcohol or illegal substances are permitted on owner controlled premises. H-2A Agricultural Clearance Order Form ETA-790A Addendum C U.S. Department of Labor Job Duties - WORK RULES CONT. Bathroom: 1. Flush toilet after every use. 2. Place toilet paper, after use, in toilet before flushing. Don't put in waste basket. 3. When dirty, clean off surfaces: top of toilet bowl, sink and shower 4. Take out waste basket when full Bedroom: 1. Make your bed 2. Do not take beds apart or move beds 3. No guest allowed staying overnight 4. Keep personal belongings in own space 5. No food is allowed to be stored in bedrooms REGLAS DE VIVIENDA Esta vivienda esta? siendo ofrecida de parte de su empleador como un beneficio adicional de esta compania??a para ser permitido para vivir en la vivienda provista. Los que no son empleados no son permitidos para quedarse en la vivienda del trabajador. La tenencia es desde semana hasta la semana. En caso que su empleo cese, su vivienda debe ser renunciada no mas tarde de lo que dice la ley del estado. Su unidad de albergue puede ser y va a ser inspeccionada por lo menos una vez a la semana por un inspector de la compania y mensual por el departamento de salud para ayudar asegurar que esta mantenida en una Buena condicion sanitaria. **IMPORTANTE** Usted es responsable por TODOS los danos de su unidad durante el tiempo que usted esta viviendo ahi. Cualquier dano que sea causado, que no sean por desgaste o deterioro normal seran cobrados de sus cheques. Continua violacion de las reglas de albergue pueden resultar en la terminacion de su uso del albergue proveido por la compania al igual que su empleo con esta compania. NOTA: Aunque la compania hace un esfuerzo grande para buscar casas que sean seguras para la comodidad de todos, es importante de que eviten dejar cosas valiosas u dinero en sus viviendas cuando salen del albergue. La compania no se hara responsable de las perdidas que tengan.			

n. Job Offer Information 14

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - TRANSPORTATION
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will not repay transportation for workers that do not have legal, suitable documents to comply with DHS/USCIS (Form I-9), are discharged for lawful job-related reason, apply for employment knowingly unable to perform the job activities, or who abandon employment. This benefit is not applicable to local workers who are not eligible for employer-provided housing. Upon completion of the work contract, the employer will pay economic costs of a worker's subsistence and return transportation to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, the employer will then only pay for the transportation to the next job. The amount of such transportation payment will be equal to the worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. The employer reserves the right to charter or to otherwise arrange transportation to the point of recruitment, or to offer any combination of payment, chartered and/or arranged transportation to the point of recruitment. If the employer arranges transportation, and the worker does not use that transportation, the worker will be reimbursed only the cost of the employer arranged transportation. Employees eligible for reimbursement under the program will be provided subsistence reimbursement. The amount of subsistence payment shall be no less than the amount permitted under the current Consumer Price Index as indicated in 20 CFR 655.122(h)(l). The current minimum subsistence rate is \$13.17 per day for 2022. The employer will provide transportation and subsistence under this agreement to the workers whose services are no longer required for reasons beyond the control of the employer due to fire, hurricane, or other Acts of God which makes fulfillment of the contract impossible, with the exception if a worker is displaced by a U.S. worker under the Fifty Percent Rule. This benefit does not apply to workers who voluntarily quit employment before the end of the contract, miss 5 consecutive work days that constitutes abandonment of employment, or who are terminated for cause. The employer will notify the Department of Labor and USCIS if an employee has abandoned the job or has been terminated for cause.			

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



H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - HOUSING
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>If both male and female workers are hired, separate toilet and shower facilities are available and will be provided by the employer. There is no family housing provided as that is not the prevailing practice.</p> <p>Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Before occupancy, housing shall be in compliance with OSHA standards set forth in 29 CFR 1910.142. If there is a problem with the housing, it is the worker's responsibility to report it to the employer or direct supervisor. If for any reason rental housing is required, these facilities would also comply with local and state health and safety standards.</p> <p>Reasonable repair cost of damage, other than that caused by normal wear and tear, will be charged to the workers found to be responsible for the damage to housing or furnishings. The employer retains possession and control of the housing premises at all times. Workers who are provided housing under the terms of the work contract shall vacate the housing promptly upon termination of employment as state law requires.</p>			

p. Job Offer Information 16

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Wage rates
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>In all cases, the guarantee of not less than the AEWR of /hour for all hours worked in the payroll period will apply. These minimum rates may be adjusted upward at the sole discretion of the employer to account for adverse conditions. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.</p>			



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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Wage Rates Cont
3. Details of Material Term or Condition (up to 3,500 characters) * <small>Piece rates will be implemented during harvest and non-harvest as follows. PIECE RATES/PRODUCTION STANDARDS(PS) Crop Unit Description Rate PS[UNIT/HR]</small> Basil B_Cut 15ct/15ct/Cut/1.2_Ctn \$0.75 13.00 Basil B_Root 15ct/15ct/Root/1.2_Ctn \$0.75 13.00 Basil Pesto Loose/1.2-Ctn Cut-T ips \$0.20 50.00 Basil_Bulk 2-5lb/Bulk/ 1.8_Non Wx Ctn \$0.20 50.00 Org Basil_Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Beans Grn Hand Picked RPC 28lbs/ RPC 6428 \$5.50 1.80 Beans Grn Hand Picked_Crate 28lbs/SqBn_Crate \$5.50 1.80 Beets B_12ct Ctn 12ct/1.8_Wx Ctn \$0.75 13.00 - Accounted w/ Tokens or Bar Code Stickers Beets B_24ct Ctn 24ct/2.39_Wx Ctn \$1.50 6.00 - Accounted w/ Tokens or Bar Code Stickers Beets B_24ct Crate 24ct/LG Crate \$1.50 6.00 - Accounted w/ Tokens or Bar Code Stickers Beets Bulk 25lb Bulk Bag \$2.20 4.00 - Accounted w/ Tokens or Bar Code Stickers Bok Choy Baby Loose/ 1.8_Wx Ctn \$1.35 7.00 Bok Choy Baby_10lbs Loose 10lb/59_Non Wx Ctn \$0.60 16.00 Bok Choy Big_15lb RPC 15lb/RPC 6425 \$0.75 13.00 Bok Choy Big_Ctn Loose/2.39_Wx Ctn \$1.30 7.00 Bok Choy Big_15lb Ctn 15lb/1.33_Wx Ctn \$0.75 13.00 Org Bok Choy Big Ctn Loose/2.39_Wx Ctn \$1.30 7.00 Org Bok Choy Baby Loose/1.8 Wx Ctn \$1.35 7.00 Broccoli_14ct Ctn 14ct/Wx Ctn \$2.25 4.00 Cabbage Grn_10-12ct 50Lb/10-12ct/2.39_Wx Ctn \$1.00 10.00 Cabbage Grn_14-16ct 50Lb/14-16ct/2.39_Wx Ctn \$1.00 10.00 Cabbage Grn_18-22ct 50Lb/18-22ct/2.39_Wx Ctn \$1.00 10.00 Cabbage Grn_50lb RPC 50lb/RPC 6428 \$1.00 10.00 Cabbage Grn REPACK BIN ONLY BIN REPACK ONLY \$8.00 31.00 PS in units/ 25 man crew Cabbage Grn_BIN 1000lb/BIN \$10.00 25.00 PS in units/25 man crew Cabbage Red_10-12ct 10-12ct/2.39_Wx Ctn \$1.00 10.00 Cabbage Red_14-16ct 14-16ct/2.39_Wx Ctn \$1.00 10.00 Cabbage Red_18-22ct 18-22ct/2.39_Wx Ctn \$1.00 10.00 Cabbage Red_25lb RPC 25lb/RPC 6425 \$1.00 10.00			

r. Job Offer Information 18

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Wage Rates Cont
3. Details of Material Term or Condition (up to 3,500 characters) * <small>Celery Hearts_18ct Sleeved Celery Hearts_18ct Sleeved/Wx Ctn \$1.70 89.00 PS in units/15 man crew Celery_24ct Naked Celery_24ct Naked/Wx Ctn \$1.25 122.00 PS in units/15 man crew Celery_24ct Sleeved Celery_24ct Sleeved/Wx Ctn \$1.25 122.00 PS in units/15 man crew Celery_24ct Tagged Celery_24ct Tagged/Wx Ctn \$1.25 122.00 PS in units/15 man crew Celery_30ct Naked Celery_30ct Naked/Wx Ctn \$1.25 122.00 PS in units/15 man crew Celery_30ct Sleeved Celery_30ct Sleeved/Wx Ctn \$1.25 122.00 PS in units/15 man crew Celery_30ct Tagged Celery_30ct Tagged/Wx Ctn \$1.25 122.00 PS in units/15 man crew Celery_36ct Naked Celery_36ct Naked/Wx Ctn \$1.25 122.00 PS in units/15 man crew Celery_36ct Sleeved Celery_36ct Sleeved/Wx Ctn \$1.25 122.00 PS in units/15 man crew Celery_36ct Tagged Celery_36ct Tagged/Wx Ctn \$1.25 122.00 PS in units/15 man crew Org Celery Hearts_18ct Sleeved Org Celery Hearts_18ct Sleeved \$1.70 89.00 PS in units/15 man crew Org Celery_24ct Naked Org Celery_24ct Naked/Wx Ctn \$1.25 122.00 PS in units/15 man crew Org Celery_24ct Sleeved Org Celery_24ct Sleeved/Wx Ctn \$1.25 122.00 PS in units/15 man crew Org Celery_24ct Tagged Org Celery_24ct Tagged/Wx Ctn \$1.25 122.00 PS in units/15 man crew Org Celery_30ct Naked Org Celery_30ct Naked/Wx Ctn \$1.25 122.00 PS in units/15 man crew Org Celery_30ct Sleeved Org Celery_30ct Sleeved/Wx Ctn \$1.25 122.00 PS in units/15 man crew Org Celery_30ct Tagged Org Celery_30ct Tagged/Wx Ctn \$1.25 122.00 PS in units/15 man crew Org Celery_36ct Naked Org Celery_36ct Naked/Wx Ctn \$1.25 122.00 PS in units/15 man crew Org Celery_36ct Sleeved Org Celery_36ct Sleeved/Wx Ctn \$1.25 122.00 PS in units/15 man crew Org Celery_36ct Tagged Org Celery_36ct Tagged/Wx Ctn \$1.25 122.00 PS in units/15 man crew Chives RPC 5in_RC 20lb/RetailCut/RPC 6423 \$0.60 16.00 Chives Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.50 20.00 Org Chives RPC 7in_RC 20lb/RetailCut/RPC 6423 \$0.60 16.00 Org Chives_Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.50 20.00 Cilantro B_60ct RPC 60ct/Cut/RPC 6425 \$1.50 6.00 Cilantro B_Cut 30ct Crate 30ct/Cut/Bn Crate \$0.75 13.00 Cilantro B_Cut 30ct Ctn 30ct/Cut/1.2_Wx Ctn \$0.75 13.00 Cilantro B_Cut 60ct Ctn 60ct/Cut/1.8_Wx Ctn \$1.50 6.00 Cilantro B_Root Crate 30ct/Root/Bn Crate \$0.75 13.00 Cilantro_Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Org Cilantro_Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Org Cilantro B_30ct 30ct/1.2_Wx Ctn \$0.75 13 Collards_15ct 15ct/LG Crate \$0.75 13.00 </small>			



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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Wage Rates
3. Details of Material Term or Condition (up to 3,500 characters) * Kale, 12ct Ctn 12ct/1.2_Wx Ctn \$1.00 20.00 Kale, 24ct Ctn 24ct/1.8_Wx Ctn \$2.00 10.00 Kale Lacinato, 12ct Ctn 12ct/1.2_Wx Ctn \$1.00 20.00 Kale Lacinato, 24ct Ctn 24ct/1.8_Wx Ctn \$2.00 10.00 Org Kale, 12ct 12ct/1.2_Wx Ctn \$1.00 20.00 Org Kale, 24ct 24ct/1.8_Wx Ctn \$2.00 5.00 Org Kale Lacinato, 12ct 12ct/1.2_Wx Ctn \$1.00 10.00 Org Kale Lacinato, 24ct 24ct/1.8_Wx Ctn \$2.00 5.00 Lettuce Romaine, 18ct 18ct twist tied/Wx Ctn/RPC \$0.70 14.00 Lettuce Romaine, 18ct 18ct sleeved/Wx Ctn/RPC \$0.70 14.00 Lettuce Romaine, 18ct 18ct bagged/Wx Ctn/RPC \$0.70 14.00 Lettuce Romaine, 24ct 24ct Naked/Wx Ctn/RPC \$0.70 14.00 Lettuce Head, 24ct 24ct Wrapped/Wx Ctn/RPC \$0.70 14.00 Marjoram, Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Org Marjoram, Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Mint, 12ct Crate 12ct/Herb Crate \$0.50 20.00 Mint, 12ct Ctn 12ct/Herb Ctn \$0.50 20.00 Mint, Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Org Mint, Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Napa 2.39_Wx Ctn \$1.00 10.00 Napa, 15lb RPC 15ct/RPC 6425 \$0.50 20.00 Napa, 15lb Ctn 15lb/1.33_Ctn \$0.50 20.00 Org Napa 2.39_Wx Ctn \$1.00 10.00 Oregano, Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Org Oregano, Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Parsley Curly, 15ct RPC 15ct/Cut/RPC 6413 \$0.50 20.00 Parsley Curly, 30ct 30ct/Cut/1.2_Ctn \$0.75 13.00 Parsley Curly, 60ct Crate 60ct/LG Crate \$1.50 6.00 Parsley Curly, 60ct 60ct/1.8_Wx Ctn \$1.50 6.00 Parsley Curly, Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Org Parsley Curly, 30ct 30ct/Cut/1.2_Wx Ctn \$0.75 13.00 Org Parsley Curly, Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00			

t. Job Offer Information 20

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Wage Rates Cont
3. Details of Material Term or Condition (up to 3,500 characters) * Org Squash Yellow Straight Fcy Fcy (59) \$2.00 10.00 Org Squash Yellow Straight Medium MED (59) \$2.00 10.00 Org Squash Zucchini Fcy 1/2BU/Med \$2.00 10.00 Org Squash Zucchini Med lb, 20lb 20lb/1/2BU/Ctn \$2.00 10.00 Pack Squash Pack \$0.50 20.00 Swiss Chard GRN B, 12ct 12ct/bunch/LG Crate \$1.00 20.00 Swiss Chard GRN B, 24ct Box 24ct/bunch/LG_wax ctn \$2.00 10.00 Swiss Chard GRN B, 24ct RPC 24ct/bunch/IFCO, RPC \$2.00 10.00 Swiss Chard Red B, 12ct 12ct/LG Grn Crate \$1.00 20.00 Swiss Chard Rnbw B, 12ct 12ct/bunch/LG Crate \$1.00 20.00 Swiss Chard Rnbw B, 24ct RPC 24ct/bunch/IFCO, RPC \$2.00 10.00 Org Swiss Chard GRN, 24 24ct/Tagged/wax Box \$2.00 10.00 Org Swiss Chard Red, 24ct 24ct/Tagged/wax Box \$2.00 10.00 Thyme, Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Org Thyme, Bulk 2-5lb/Bulk/1.8_Non Wx Ctn \$0.20 50.00 Burning sugarcane Burning sugarcane \$12.08 N/A Clean Equipment Clean Equipment \$12.08 N/A Cleaning Ditches Cleaning Ditches \$12.08 N/A Cleaning Pipes Cleaning Pipes \$12.08 N/A Discing Discing \$12.08 N/A Fieldcultivator Fieldcultivator \$12.08 N/A Loading Compost Loading Compost \$12.08 N/A Spreading Compost Spreading Compost \$12.08 N/A Bedding Bedding \$12.08 N/A Clean shovel ditches - Hourly Clean shovel ditches - Hourly \$12.08 N/A Clean shovel ditches - Piece Clean shovel ditches - Piece \$1.40 7.00 Connecting Irrigation connecting irrigation \$12.08 N/A Cut and Tuck Plastic - Hourly Cut and Tuck Plastic - Hourly \$12.08 N/A Cut and Tuck Plastic - Piece Cut and Tuck Plastic - Piece \$0.30 33.00 Cut v-ditch drains, put pipe in drain Cut v-ditch drains, put pipe in drain \$0.75 13.00 Cut v-ditch drains, put plastic in drain Cut v-ditch drains, put plastic in drain \$1.50 6.00 Low Plastic - Hand Labor Low Plastic - Hand Labor \$12.08 N/A			



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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Wage rates Cont
3. Details of Material Term or Condition (up to 3,500 characters) * Planting 1 Row Kale Planting 1 Row Kale \$0.75 13.00 Planting 1 Row Broccoli Planting 1 Row Broccoli \$0.75 13.00 Planting 1 Row Squash Planting 1 Row Squash \$0.75 13.00 Planting 2 Row Celery Planting 2 Row Celery \$1.35 7.00 Planting 2 Row Org Celery Planting 2 Row Org Celery \$2.00 5.00 Planting 2 Row Sage Planting 2 Row Sage \$1.35 7.00 Planting 2 Row Collards Planting 2 Row Collards \$1.35 7.00 Planting 2 Row Kale Planting 2 Row Kale \$1.35 7.00 Planting 3 Row Cabbage Green Planting 3 Row Cabbage Green \$2.25 4.00 Planting 3 Row Cabbage Red Planting 3 Row Cabbage Red \$2.25 4.00 Planting 3 Row Celery Planting 3 Row Celery \$2.25 4.00 Planting 3 Row Org Celery Planting 3 Row Org Celery \$2.25 4.00 Planting 3 Row Marjoram Planting 3 Row Marjoram \$2.25 4.00 Planting 3 Row Mint Planting 3 Row Mint \$2.25 4.00 Planting 3 Row Napa Planting 3 Row Napa \$2.25 4.00 Planting 3 Row Oregano Planting 3 Row Oregano \$2.25 4.00 Planting 3 Row Rosemary Planting 3 Row Rosemary \$2.25 4.00 Planting 3 Row Thyme Planting 3 Row Thyme \$2.25 4.00 Planting 4 Row Chives Planting 4 Row Chives \$4.55 2.00 Planting Dill With Soil Planting Dill With Soil \$2.50 4.00 Planting Cilantro With Soil Planting Cilantro With Soil \$2.50 4.00 Planting 4 row Parsley Planting 4 row Parsley \$5.00 2.00 Planting 5 row Parsley Planting 5 row Parsley \$5.50 1.00 Planting Chives w/ soil Planting Chives w/ soil \$2.50 4.00 Planting 2 Row Lettuce Romaine Planting 2 Row Lettuce Romaine \$1.35 7.00 Planting 2 Row Lettuce Head Planting 2 Row Lettuce Head \$1.35 7.00 Planting 5 Row Planting 5 Row \$12.08 N/A Pulling Plants Pulling Plants \$12.08 N/A Replant Replant \$12.08 N/A Seeding by hand Seeding by hand \$12.08 N/A Water Plant Trays Water Plant Trays \$12.08 N/A Seed Basil Seed Basil \$12.08 N/A Seed Beans Seed Beans \$12.08 N/A Seed Beet Seed Beet \$12.08 N/A Seed Boc Choy Baby Seed Boc Choy Baby \$12.08 N/A Seed Boc Choy Big Seed Boc Choy Big \$12.08 N/A Seed Broccoli Seed Broccoli \$12.08 N/A Seed Cabbage Green Seed Cabbage Green \$12.08 N/A			

v. Job Offer Information 22

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Wage Rates
3. Details of Material Term or Condition (up to 3,500 characters) * Spray Weeds w/ backpack sprayer Spray Weeds w/ backpack sprayer \$12.08 N/A Cutback 2 lines Cutback 2 lines \$2.00 5.00 Cutback 3 lines Cutback 3 lines \$3.00 3.00 Cutback 4 lines Cutback 4 lines \$4.00 2.00 Cut back Herbs by the hour Cut back Herbs by the hour \$12.08 N/A Weeding per hour Weeding per hour \$12.08 N/A Weeding - Hand, Light Weeding - Hand, Light \$1.00 10.00 Weeding - Hand, Medium Weeding - Hand, Medium \$2.00 5.00 Weeding - Hand, Heavy Weeding - Hand, Heavy \$3.00 3.00 Spray Chemicals Spray Chemicals \$12.08 N/A Cultivate Cultivate \$12.08 N/A Apply Fertilizer Apply Fertilizer \$12.08 N/A Burn Plastic Burn Plastic \$12.08 N/A Clean Pipes Clean Pipes \$12.08 N/A Cutting Plastic Cutting Plastic \$12.08 N/A Disconnect Irrigation Disconnect Irrigation \$12.08 N/A Pick Up Plastic Pick Up Plastic \$12.08 N/A Pull ends of plastic Pull ends of plastic \$12.08 N/A Pull out V-ditch Drains Pull out V-ditch Drains \$12.08 N/A Pull Pipes Pull Pipes \$12.08 N/A Pull plastic and drip hose Pull plastic and drip hose \$0.75 13.00 Remove Hose Remove Hose \$0.35 29.00 Remove Plastic Remove Plastic \$0.40 25.00 Loading/Unloading Plastic Loading and/or unloading plastic \$12.08 N/A Mow Crop Mow Crop \$12.08 N/A Repack Grn Cabbage 50 Lb RPC Pack Grn Cabbage 50 Lb RPC \$0.50 20.00 Repack Grn Cabbage 50 Lb Ctn Pack Grn Cabbage 50 Lb Ctn \$0.50 20.00 Repack Red Cabbage 50 Lb Ctn Pack Red Cabbage 50 Lb Ctn \$0.50 20.00 Repack Red Cabbage RPC Pack Red Cabbage RPC \$0.50 20.00 Repack Basil _Lb Bags 10 -1lb/Bags/1.8 Non Wx Ctn \$0.25 40.00 Repack Basil_Kilo 2.25lb/Kilo/Flat_Ctn \$0.25 40.00 Repack Org Basil_Lb Bags 10-1lb/Bags/1.8 Non Wx Ctn \$0.25 40.00 Repack Basil_Oz 25-4oz bag 1.8 Non Wx Ctn \$0.06 169.00 Repack Chives_Kilo 2.25lb/Kilo_Flat Ctn \$0.25 40.00 Repack Chives_Lb Packing Chives \$0.25 40.00 Repack Cilantro_Lb Bags 10-1lb/Bags/1.8 Non Wx Ctn \$0.25 40.00 Repack Cilantro_Kilo 2.25lb/Kilo_Ctn \$0.25 40.00			



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

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Wage rates cont
3. Details of Material Term or Condition (up to 3,500 characters) * Repack Org Parsley Plain, Lb Bags 10-1lb/Bags/1.8, Non Wx Ctn \$0.25 40.00 Repack Rosemary, Lb Bags 10-1lb/Bags/1.8, Non Wx Ctn \$0.25 40.00 Repack Rosemary, Kilo 2.25lb/Kilo/Ctn \$0.25 40.00 Repack Rosemary, Oz 25-4oz bag 1.8, Non Wx Ctn \$0.06 169.00 Repack Org Rosemary, Lb Bags 10-1lb/Bags/1.8, Non Wx Ctn \$0.25 40.00 Repack Sage, Lb Bags 10-1lb/Bags/1.8, Non Wx Ctn \$0.25 40.00 Repack Sage, Kilo 2.25lb/Kilo/Ctn \$0.25 40.00 Repack Sage, Oz 25-4oz bag 1.8, Non Wx Ctn \$0.06 169.00 Repack Org Sage, Lb Bags 10-1lb/Bags/1.8, Non Wx Ctn \$0.25 40.00 Repack Thyme, Lb Bags 10-1lb/Bags/1.8, Non Wx Ctn \$0.25 40.00 Repack Thyme, Kilo 2.25lb/Kilo/Ctn \$0.25 40.00 Repack Thyme, Oz 25-4oz bag 1.8, Non Wx Ctn \$0.06 169.00 Repack Org Thyme, Bags 10-1lb/Bags/1.8, Non Wx Ctn \$0.25 40.00 Pack Air Shipping Container Pack Air Shipping Container \$0.10 101.00 Packing Beans Grn, 25Lb Crate 25lbs/50Bn, Crate \$0.80 12.00 Packing Org Beans Green RPC 28lbs / RPC6428 \$1.00 10.00 Packing Org Beans Grn, 25Lb Ctn 25lb/1.2, Wx Ctn \$0.80 12.00 Packing Org Beans Grn, 28Lb Crate 28lb/50Bn/Crate \$1.00 10.00 Repacking Org Beans Grn, 12oz Bags 12-12oz Bags \$1.25 8.00 Pack/Harvest Broccoli, 20Lb Ctn 20Lb, Wx Ctn \$1.00 10.00 Packing Squash Packing Squash, 50 20.00 Boxman Broccoli Boxman \$0.08 126.00 Loader Broccoli Loader \$0.08 126.00 Closer Broccoli Closer \$0.08 126.00 Weigher Broccoli Weigher \$0.08 126.00 Grading Radish Grading Radish \$12.08 N/A Pack Radish Celto Celto Radish in bag \$12.08 N/A Pack Radish Bulk 401b 401b Bulk in bag \$12.08 N/A Pack Radish Bulk 251b 251b Bulk in bag \$12.08 N/A Washing/Packing Beets 1.35, Wx Ctn \$0.25 40.00 Washing/Packing Radish Crate/Wx Ctn \$0.25 40.00 Icing Vegetables \$12.08 N/A Forklift Driver/ Stacker/ Loader \$12.08 N/A ***This list is not meant to be all inclusive. Additional commodities, pack types and piece rates may be added at a later date.***			

x. Job Offer Information 24

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Payroll
3. Details of Material Term or Condition (up to 3,500 characters) * Payroll Periods will be once weekly and workers will be paid on each pay period and will be provided with an earnings statement that is an accordance with 20 CFR 655.122[k]. The employer will also comply with 20 CFR 655.122[j]. First Week Wage Guarantee Employer will provide a worker referred through the interstate clearance system 42 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$483.20, for the first week starting with the originally anticipated date of need. Employer will require worker to perform alternative work if the guarantee cited in this section is invoked. The employer guarantees that the worker's compensation policy will be valid throughout the entire contract period. If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job no sooner than 9 days and no later than 5 days before the date of need, the worker will be disqualified from the above-mentioned assurance.			