



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

A. Job Offer Information

1. Job Title * FRUIT & VEGETABLE HARVESTING & FIELD WORK							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	35	35	3. Begin Date * 12/5/2021		4. End Date * 5/25/2022		
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 *
40	a. Total Hours	6	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	6	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>3</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>01</u> <u>05</u>		Per 95 lb. Box	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input 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.) The employer will make the following deductions: FICA taxes, Medicare and Income taxes as required by law, cash advances and repayments of loans, overpayment of wages, and charges for any loss to the employer due to the workers damage or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the worker in writing. No state income tax will be deducted.							



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

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. Training: number of <u>months</u> required. *	
0		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 type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>100</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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) *			
The worker must be responsible and consistent on the job. The worker will be required to keep up with the pace of all other workers.			

C. Place of Employment Information

1. Address/Location *			
UNNUMBERED KOKOMO RD.			
2. City *	3. State *	4. Postal Code *	5. County *
HAINES CITY	Florida	33844	Polk
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 *			
117 W 4TH ST 416 S OAK ST. 413, 415, 423 S. MAGNOLIA AVE.			
2. City *	3. State *	4. Postal Code *	5. County *
FROSTPROOF	Florida	33843	Polk
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
HOUSES		5	37
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

<p>1. Describe <u>how</u> 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.)</p> <p>THE EMPLOYER WILL PROVIDE FREE AND CONVENIENT COOKING FACILITIES TO WORKERS, SO THAT THE WORKERS CAN PREPARE THEIR OWN MEALS. THE EMPLOYER WILL PROVIDE WORKERS TRANSPORTATION, AT NO COST, ONCE PER WEEK TO GROCERY STORE, OR DEPARTMENT STORE, SO THE WORKERS CAN OBTAIN GROCERIES AND OTHER NECESITIES.</p>	
2. If meals are provided, the employer: *	<div><input checked="" type="checkbox"/> WILL NOT charge workers for such meals.</div> <div><input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> per day per worker.</div>

F. Transportation and Daily Subsistence

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

All referrals are to be made to Fernando Meza, by calling (863) 228-1936. Collect calls will not be accepted. All referrals are encouraged to contact their nearest State Workforce Agency or Local Career Center prior to contacting the employer. The employer will contact all applicants, who have submitted an application, by phone, to conduct an interview. Prior to referral, each applicant should read, or have read to them a copy of the job order. All applicants should have a clear understanding of the terms and conditions of employment as noted in the job order. All applicants, if hired, are expected to work for the total period of employment as stated in the job order. All applicants, if hired, should be available for work as described in the "Job Offer Information" section in the job order. All applicants referred to the employer, if hired, will provide the following: original identification and employment eligibility documents. Employer will be available Monday to Thursday from 10:00 A.M. to 12:00 P.M. and from 1:00 P.M. to 2:00 P.M., to conduct interviews of referred workers, at no cost to the workers.

2. Telephone Number to Apply *

+1 (863) 228-1936

3. Email Address to Apply *

fernandomezaharvesting@outlook.com

4. Website address (URL) to Apply *

<https://seasonaljobs.dol.gov/>

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 \$
MEZA	FERNANDO	
4. Title *		
PRESIDENT		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		10/19/2021

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 A
U.S. Department of Labor



A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	EARLY TANGERINES	\$ 01 . 05	Piece Rate	PER 95 LB. BOX
	VALENCIA (PROCESSED)	\$ 01 . 05	Piece Rate	PER 90 LB. BOX
	EARLY-MID (FRESH)	\$ 01 . 00	Piece Rate	PER 90 LB. BOX
	GRAPEFRUIT	\$ 00 . 70	Piece Rate	PER 85 LB. BOX
	CITRUS HARVESTING	\$ 12 . 08	Hour	
	EARLY-MID (PROCESSED)	\$ 01 . 00	Piece Rate	PER 90 LB. BOX
	FIELD WORK	\$ 12 . 08	Hour	
	BLUEBERRY HARVESTING	\$ 12 . 08	Hour	Per 1 Gallon Bucket
	STRAWBERRY HARVESTING	\$ 12 . 08	Hour	Per Box
	PEACH HARVESTING	\$ 12 . 08	Hour	

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



A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	STRAWBERRY HARVESTING	\$ 01 . 75	Piece Rate	Per Box
	SQUASH HARVESTING	\$ 01 . 00	Piece Rate	PER BOX
	SQUASH HARVESTING	\$ 12 . 08	Hour	
	PEPPER HARVESTING	\$ 12 . 08	Hour	
	PEPPER HARVESTING	\$ 01 . 00	Piece Rate	PER BOX
	EGGPLANT HARVESTING	\$ 12 . 08	Hour	
	EGG PLANT HARVESTING	\$ 01 . 00	Piece Rate	PER BOX
	FRUIT & VEGETABLE PLANTING	\$ 12 . 08	Hour	
	FRUIT AND VEGETABLE PACKING	\$ 12 . 08	Hour	
		\$.		



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 §
AG APPLICATIONS, LLC.	UNNUMBERED KOKOMO RD. HAINES CITY, Florida 33844 POLK	BRANNEN SOUTH 30 GPS COORDINATES (28.0532950,-81.5980420)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED KOKOMO RD. HAINES CITY, Florida 33844 POLK	BRINSON NORTH 10 GPS COORDINATES (28.0563840,-81.6008750)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED KOKOMO RD. HAINES CITY, Florida 33844 POLK	BRINSON SOUTH 30 GPS COORDINATES (28.0563840,-81.6008750)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED BRANNEN RD. HAINES CITY, Florida 33844 POLK	CORUM GPS COORDINATES (28.0628120,-81.5767690)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED KOKOMO RD. HAINES CITY, Florida 33844 POLK	DICKS KOKOMO 30 GPS COORDINATES (28.0542030,-81.6015520)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED DETOUR RD. HAINES CITY, Florida 33844 POLK	DECKS DETOUR 20 GPS COORDINATES (28.0508250,-81.6106900)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED WIEBERG RD. DUNDEE, Florida 33838 POLK	FORD BLOCK GPS COORDINATES (28.0342840,-81.6002330)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED WATERTANK RD. HAINES CITY, Florida 33844 POLK	HART BLOCK GPS COORDINATES (28.0466050,-81.6016430)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED HUGHES RD. HAINES CITY, Florida 33844 POLK	HAZEL 10	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED CARL BOOZER RD. HAINES CITY, Florida 33844 POLK	IGRAM BLOCK	12/5/2021	5/25/2022	35

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 §
AG APPLICATIONS, LLC.	UNNUMBERED BICE GROVE RD. HAINES CITY, Florida 33844 POLK	LORENZ BLOCK	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED DETOUR RD. HAINES CITY, Florida 33844 POLK	RUBUSH DETOUR 10	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED DETOUR RD. HAINES CITY, Florida 33844 POLK	RUBUSH DETOUR 30	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED WATERTANK RD. HAINES CITY, Florida 33844 POLK	RUBUSH WATERTANK N	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED WATER TANK RD. HAINES CITY, Florida 33844 POLK	RUBUSH WATERTANK S MIDS	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED BICE GROVE RD. HAINES CITY, Florida 33844 POLK	THOMPSON BLOCK	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED WATERTANK RD. HAINES CITY, Florida 33844 POLK	WATERTANK 50	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED WATERTANK RD. HAINES CITY, Florida 33844 POLK	WATERTANK BRIGGS N VAL 1	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED WATERTANK RD. HAINES CITY, Florida 33844 POLK	WATERTANK BRIGGS N VAL 2 GPS COORDINATES (28.0463110,-81.5924740)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED WATERTANK RD. HAINES CITY, Florida 33844 POLK	WATERTANK BRIGGS S HAM 1 GPS COORDINATES (28.0471520,-81.5982690)	12/5/2021	5/25/2022	35



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 §
AG APPLICATIONS, LLC.	UNNUMBERED WATERTANK RD. HAINES CITY, Florida 33848 POLK	WATERTANK BRIGGS VAL 2 GPS COORDINATES (28.0471520,-81.5982690)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED BICE GROVE RD. HAINES CITY, Florida 33848 POLK	YAM BLOCK GPS COORDINATES (28.0581920,-81.5810090)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED KOKOMO RD. HAINES CITY, Florida 33844 POLK	ZELLWIN NORTH GPS COORDINATES (28.0563840,-81.6008750)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED KOKOMO RD. HAINES CITY, Florida 33844 POLK	ZELLWIN SOUTH GPS COORDINATES (28.0563840,-81.6008750)	12/5/2021	5/25/2022	35
AG APPLICATIONS, LLC.	UNNUMBERED KOKOMO RD. HAINES CITY, Florida 33844 POLK	BRANNEN N 5 GPS COORDINATES (28.0532950,-81.5980420)	12/5/2021	5/25/2022	35
SUCCESS VALLEY FARMS, LLC.	702 E. KEYSVILLE RD. PLANT CITY, Florida 33567 HILLSBOROUGH		12/5/2021	5/25/2022	35
SUCCESS VALLEY FARMS, LLC.	1167 SWILLY RD. PLANT CITY, Florida 33567 HILLSBOROUGH		12/5/2021	5/25/2022	35
SUCCESS VALLEY FARMS, LLC.	8021 CEDAR GROVE CHURCH RD. PLANT CITY, Florida 33567 HILLSBOROUGH		12/5/2021	5/25/2022	35
SUCCESS VALLEY FARMS, LLC.	7602 TURKEY CREEK RD. PLANT CITY, Florida 33567 HILLSBOROUGH		12/5/2021	5/25/2022	35
SUCCESS VALLEY FARMS, LLC.	7600 LITHIA PINE CREST RD. PLANT CITY, Florida 33567 HILLSBOROUGH		12/5/2021	5/25/2022	35

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 §
SUCCESS VALLEY FARMS, LLC.	1305 W MARTIN LUTHER KING BLVD. PLANT CITY, Florida 33567 HILLSPROBOLCH		12/5/2021	5/25/2022	35
SUCCESS VALLEY FARMS, LLC.	1307 W MARTIN LUTHER KING BLVD. PLANT CITY, Florida 33567 HILLSPROBOLCH		12/5/2021	5/25/2022	35

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	910 PARRISH RD. FORT MEADE, Florida 33841 POLK	NOT APPLICABLE	4	20	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
HOUSES	117 W. 4TH ST. & 416 S. OAK ST. & 413, 415 423 S. Magnolia Ave. Frostproof, Florida 33843 POLK		5	37	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
HOUSE	409 S. MAGNOLIA AVE. A & B FROSTPROOF, Florida 33841 POLK		1	20	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Mobile Home	310 W Frostproof Baptist Church Rd., Frostproof, Florida 33843 POLK		1	10	<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
					<input type="checkbox"/> Local <input type="checkbox"/> State <input 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
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



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
3.	Details of Material Term or Condition (up to 3,500 characters) * The worker will perform job duties as assigned by supervisor. The work is temporary and will last from December to May. In order to perform this kind of work, the worker must be able to work outside for 6 to 7 hours a day in all kinds of weather including, but not limited to extreme cold and hot conditions, direct sunlight, and rain. Workers must have the required physical strength and endurance to repeat the harvesting process rapidly and skillfully involved in this type of work. These job duties include fruit and vegetable harvesting, and field work to included the following but not limited to: Citrus Harvesting-The worker must carry a large number of sacks full of crop from the area in which the crop is being harvested to the location of the bin. Workers will perform prolonged walking, bending, stooping, reaching, pushing, pulling, lifting, and carrying 0-100 lbs. The worker will place a picking sack over their shoulder and carry an 18 to 20 ladder from the field truck to the particular area of the grove to be harvested. The picking sack is a canvas bag equipped with a shoulder strap for support, an opening for the insertion of fruit and an opening to remove fruit. A fully loaded sack weighs between approximately 80 to 100 lbs., depending on the size, condition, and variety of the fruit. The worker positions their ladder against the tree and within reach of the fruit in a leaning position taking care not to break limbs, damage the tree, knock off fruit, or interfere with the other workers, in a secure position to prevent slipping or falling and possible injury to themselves or other workers. The worker will remove fruit from the tree and place into a picking sack. When the picking sack is full, the worker will take the full sack to a fruit bin located in the grove and drop the fruit from the picking sack into the box. Strawberry Harvesting & Packing-In order to perform this kind of work, the worker must be able to walk down the field row pushing a harvesting cart that holds a harvesting box, bend down and look for the ripe strawberries. The worker will pick the ripe strawberries off the bush by grasping the stem between their forefinger and thumbnail, then lightly pulling and twisting at the same time and letting the berry roll into the palm of their hand being careful not to bruise them. The worker will then gently place the fruit in a container that sit in the harvesting box until it is full taking care not to overfill the container or over pack the berries. The full harvesting box will be taken to a loading truck. An empty box is given back to the worker and the process is started again. Blueberry Harvesting & Packing-The worker will pick the ripe blueberries off the bush by grasping the blueberries between their forefinger and thumbnail, then lightly pulling and gently twisting the fruit off the bush and letting the blue berries roll into the palm of the hand. The blue berries will then be placed in a harvesting bucket being careful not to overfill the container. The filled bucket will be taken to the nearest trailer where it will be dumped. The worker will then get their harvesting bucket back and start the process again. Peach Harvesting- The worker will position a ladder as close to the tree and climb to harvest the apples. The peaches are harvested by gently grabbing the peach and gently rolling it upward toward the spur until the fruit comes off. The fruit is then placed in a picking sack until it is filled to the rim. The worker will then carry the sack to the closest bin to dump out the fruit. The worker then positions the full peach picking sack just above the peaches in the bin. Next, the worker releases the closing apparatus to open the bottom of the peach picking bag.		

b. Job Offer Information 2

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 (up to 3,500 characters) * The employer will require workers to reimburse the employer for damage caused to the 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. Workers will be responsible for maintaining housing in a neat, clean manner, as well as follow the housing rules which are attached. Family housing is not available and the provision of family housing.		

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 *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * ALL EMPLOYER PROVIDED WORKER TRANSPORTATION, MEETS THE REQUIREMENTS FOR APPLICABLE, FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. Free transportation will be provided from the employer provided housing to the work site and back, for workers living in that housing and for commuting workers, if they need transportation to the worksite.			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * After the worker has completed 50% of the work period, the employer will reimburse the worker for the cost of transportation and subsistence expenses of at least \$13.17 per day with no receipts and a maximum of \$55.00 per day with receipts. This covers the cost from the place of recruitment to the place of employment. Upon completion of the work contract the employer will pay reasonable costs of return including transportation and subsistence from place of employment to place of recruitment.			



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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules
3. Details of Material Term or Condition (up to 3,500 characters) * <small>Migrant Housing Rules</small> 1. The home should be used only for living purposes not for business. 2. Residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home. 3. Only employees of Fernando Meza Harvesting, Inc. will be allowed to live in the employer provided housing. Overnight guests are not permitted. 4. Keep the residence in good working condition. Worker/s will be liable for cost to repair damage purposely caused by them that is not considered normal wear and tear. 5. The home shall be kept clean and free of any garbage inside and outside. 6. Garbage shall be disposed of properly in provided receptacles and shall be taken out to the roadside on trash days. 7. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains ? such as toilets, showers, bathtubs, and sinks. 8. All members will participate in keeping the house clean of common areas such as living room, bathroom, and dining room. Each worker is responsible for keeping their bedroom assigned area clean. Assigned house duties are to be completed on a weekly basis. If house and/or assigned bedroom area is not kept clean, a house cleaning service will be hired to do the cleaning at the expense of the worker(s). 9. All appliances and power cords shall be turned off or unplugged when not in use. This includes but is not limited to air conditioners and cell phone chargers. 10. Do not remove screens from windows and doors. 11. Do not cover or remove fire alarms and fire extinguishers. 12. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or neighboring homes, at any time. 13. Noise and Disturbances: Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and neighboring homes. Reasonable quiet enjoyment of their homes must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the time period specified in any applicable local by-law or ordinance. 14. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the residence. The use of fireworks in the residence is prohibited. 15. No illegal drug use will be permitted on the property. 16. No drinking alcoholic beverages inside the living facility. <small>Repeated violations of the housing rules may result in the termination of your use of the housing supplied by the company as well as termination of your position.</small>			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - undefined
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will pay \$13.17 per day with no receipts and up to \$55.00 per day with receipts. This is true, 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. In this case the employer will only pay for transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.			



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 - Job Duties Continued
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The worker will rest it gently on the peaches in the bin. Then, slowly lift the peach picking bag, while carefully drawing ti over the top of the bin. The picked peaches are gently placed on top of the peaches in the bin.</p> <p>Pepper Harvesting & Packing- In order to perform this kind of work, the worker must be able to walk down the field row carrying a harvesting bucket, bend down and look for the ripe peppers, gently twist them off the bush and place them in the harvesting bucket or in plastic bags. The worker then takes the full bucket or full boxes of peppers over to the loading truck and hands it to the truck loader to dump the bucket into large plastic bins or to place on the truck. The empty bucket or a new box is given back to the worker and the process is started again.</p> <p>Squash and Eggplant Harvesting & Packing- In order to perform this kind of work, the worker must be able to walk down the field row carrying a harvesting box, bend down and look for the ripe squash or eggplant and cut the crop off the vine with a knife and place them in the harvesting box. The squash may be bagged before being placed in the box. The worker then takes the full box of squash or eggplant to the loading truck. An empty box is given back to the worker and the process is started again.</p> <p>Field Drivers-The field drivers will drive the buses out to the field where the field workers who are harvesting the fruit and vegetables will load them onto the trucks until full. They will then drive the fully loaded trucks back to the packing shed where the packing shed workers will unload them onto a belt. The process is then repeated again.</p> <p>All of the fruit and vegetable harvesting, packing, and transporting labor are performed on the farms specifically in the work-sites listed on the application and itinerary and are all a part of the fruit and vegetable farming operation. The field drivers, which are employees of Fernando Meza Harvesting, Inc. are the ones that drive the trucks being used in the field to load the fruit and vegetables and take them to the shed for packing and cooling. The packing shed workers are employees of Fernando Meza Harvesting, Inc. The packing shed is located on the farms listed on the harvesting itinerary. The packing of fruit and vegetables is considered agriculture labor because the work is being done on a farm and the fruit and vegetables are a horticultural commodity that must be packed by grade before leaving the farm for selling purposes at the market. The fruit and vegetables are in unmanufactured state at the time of packing and all the fruit and vegetables are produced on the farm. Fernando Meza Harvesting, Inc. is the operator of the farms for the time period requested.</p> <p>Workers will perform prolonged walking, bending, stooping, reaching, pushing, pulling, lifting, and carrying 0-75 lbs. Due to the nature of this type of work, there will be a Probationary Period of six (6) days beginning on the first day of employment for the employee to acclimate to the job specifications listed under the Job Descriptions and Requirements. The worker will be given specific instructions as to how to properly perform the work specified in the Job Description and Requirements Section on the first day of work. Workers who do not perform the work as specified in the Job Description and Requirements section of this petition may be terminated.</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 - undefined
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Planting of fruit and vegetables plants-The worker will go down the fields carrying trays of fruit or vegetable transplants and plant them individually in the prepared planting bed by bending down and planting the transplants in the ground. This process will be repeated until planting has been completed.</p> <p>Field Work-The worker will lay plastic, cut ditches, ride the plastic machine to collect and feed, walk behind the plastic machine and cut plastic to each ditch, tuck plastic, and pickup/burn trash, handle food safety-bucket, perform general cleaning, weeding, picking, planting, plastic repair, reset, complete weather related horticultural/cultivation tasks, clean beds, put down and maintain irrigation, and packing of fruits and vegetables.</p> <p>The standard work day will consist of 7 hours a day, Monday through Saturday. Workers may be asked to, but are not obligated to, work more than 12 hours a day depending on field conditions and maturity of crop. Moreover, they may be asked to, but are not obligated to work on federal holidays or there day off. The worker may be asked to come into work early or work later than the set work beginning and ending time due to climate and cultivation conditions. During certain times of the season, workers may have to work during night hours. The workers will be notified as soon as possible anytime there may need to be a change in beginning and ending work times.</p> <p>The workers may experience a 2 to 3 week rest period after the planting of the fruit and vegetables while the plants mature and bear the crop and reach ripeness for harvesting. They may also experience a 2 week rest period after the crops have been harvested to begin field cleanup and maintenance.</p> <p>Due to the nature of this type of work, there will be a Probationary Period of fourteen (14) days beginning on the first day of employment for the employee to acclimate to the job specifications listed under the Job Descriptions and Requirements. The worker will be given specific instructions as to how to properly perform the work specified in the Job Description and Requirements Section on the first day of work. Quality work must be performed and adhered to and no messy work will be permitted. Workers who do not perform the work as specified under the Job Descriptions and Requirements, may be terminated.</p> <p>The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.</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 - A.8A. Job Duties (Continued)
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * All domestic and foreign labor seasonal agricultural workers employed pursuant to this work order may be compensated above the indicated hourly wage rate. This is not promised or guaranteed. The decision to pay above the indicated rates will be made by the employer, in its sole discretion, and will be based on factors such as performance and tenure of the beneficiaries.			

j. Job Offer Information 10

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