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

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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	100	100	3. Begin Date * 1/4/2022	4. End Date *6/5/2022

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

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

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 1 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 12 . 08	☑ HOUR ☐ MONTH	$ ____.__	

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

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
The employer will make the following deductions: FICA taxes, income tax, cash advances, overpayment of wages; and charges for any loss to the employer due to the worker's damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker in writing. There will be no deductions of state income tax.

H-2A Case Number: H-300-21301-673234 Case Status: Full Certification Determination Date: 11/22/2021 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

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

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

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

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

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 100 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

Drug/Alcohol Testing: Citrus Harvesting may conduct a drug/alcohol test post-employment at the employers expense.

C. Place of Employment Information

1. Address/Location *
A & A BLUEBERRY, LLC4354 NE CR 660

2. City *	3. State *	4. Postal Code *	5. County *
Arcadia	Florida	34266	Desoto

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

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ No

D. Housing Information

1. Housing Address/Location *
7510 SW Hull Avenue

2. City *	3. State *	4. Postal Code *	5. County *
Fort Ogden	Florida	34267	Desoto

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Migrant Labor Camp	10	56

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

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
Citrus Harvesting has secured several housing locations. Employees will reside at the location closest to their designated jobsite.

Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all

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

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

The employer will provide free and convenient cooking and kitchen facilities to workers living in employer-provided housing which will enable workers to prepare their own meals

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

F. Transportation and Daily Subsistence

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

The employer will provide free transportation to all workers to the grocery store, banking facility, and laundry services once a week to allow the workers to obtain necessities.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

The employer attest to abide by all guidelines listed within items 7.a & 7.b of Conditions of Employment and Assurances.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 13 . 17	per day *
	b. no more than	$ 55 . 00	per day with receipts

G. Referral and Hiring Instructions

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

See Addendum C

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (863) 773-6633	N/A

4. Website address (URL) to Apply *
https://www.employflorida.com

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

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

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

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

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

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound)*

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   B. *Transportation from Place of Employment (Outbound)*

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. Daily Transportation

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. Compliance with Transportation Standards

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CPR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

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

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY**: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

    The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

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

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

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

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

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

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Carlton	Jake	L.
4. Title *		
President		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		11/3/2021

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.

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
	(Central Florida) - Valencia (Process)	$ 12 . 08	Hour	$1.05 per 90 lb field box (minimum 8.53 90 lb field boxes per hour); $12.08 per hour guaranteed
	(Central Florida) - Valencia (Fresh)	$ 12 . 08	Hour	$0.95 per 90 lb field box (minimum 8.53 90 lb field boxes per hour); $12.08 per hour guaranteed
	Central Florida - Early/Mid Orange (fresh & process)	$ 12 . 08	Hour	$1.00 per 90 lb field box (minimum 8.53 90 lb field boxes per hour); $12.08 per hour guaranteed
	(Central & South Florida) - Grapefruit (Fresh & Process)	$ 12 . 08	Hour	$0.75 per 85 lb field box (minimum 10.23 85 lb field boxes per hour); $12.08 per hour guaranteed
	(Central & South Florida) - Tangerines	$ 12 . 08	Hour	$1.50 per 95 lb field box (minimum 5.11 95 lb field boxes per hour); $12.08 per hour guaranteed
	(Central & South Florida) - Navel	$ 12 . 08	Hour	$1.10 per 90 lb field box (minimum 6.97 90 lb field boxes per hour); $12.08 per hour guaranteed
	(Central Florida) - Lemons	$ 12 . 08	Hour	$1.25 per 88 lb field box (minimum 3.30 88 lb field boxes per hour); $12.08 per hour guaranteed
	(South Florida) - Valencia (Process)	$ 12 . 08	Hour	$1.00 per 90 lb field box (minimum 8.53 90 lb field boxes per hour); $12.08 per hour guaranteed
	(South Florida) - Early/Mid Orange (Process)	$ 12 . 08	Hour	$0.90 per 90 lb field box (minimum 8.53 90 lb field boxes per hour); $12.08 per hour guaranteed
	Cucumber Planting	$ 12 . 08	Hour	

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
	Cucumber Harvesting	$ 12 . 08	Hour	$0.65 per ½ bushel (minimum 12.79 ½ bushel per hour); $12.08 per hour guaranteed
	Cucumber Vine Training	$ 12 . 08	Hour	
	Pepper Planting (all)	$ 12 . 08	Hour	
	Bell Pepper	$ 12 . 08	Hour	$0.65 per ½ bushel (minimum 12.79 ½ bushel per hour); $12.08 per hour guaranteed
	Staking Pepper	$ 12 . 08	Hour	
	Stringing Pepper	$ 12 . 08	Hour	
	General Farm Maintenance	$ 12 . 08	Hour	
	Weeding	$ 12 . 08	Hour	
	Strawberry Planting	$ 12 . 08	Hour	$10.00 per thousand holes for single plant per hole and up depending upon condition or $12.08 per hour (minimum 767 units per hour) $12.00 per thousand holes for double plants per hole and up depending upon condition or $12.08 per hour (minimum 639 units per hour)
	Strawberry Harvesting Hand	$ 12 . 08	Hour	$1.50 per 8 individual clam shells weighing approx. 8 lbs. and up depending upon condition or $12.08 /hour (minimum 4.79 units per hour)

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
	Harvesting Juice Strawberries	$ 12 . 08	Hour	$1.00 per 20 lb. tub and up depending upon condition or $12.08 per hour (minimum 7.67 units per hour)
	Blueberry Harvesting	$ 12 . 08	Hour	$4.00 per 1 gallon bucket (minimum 1.99 1 gallon buckets per hour); $12.08 per hour guaranteed
	Squash Planting (all)	$ 12 . 08	Hour	
	Green Squash	$ 12 . 08	Hour	$1.50 per ½ bushel (minimum 5.54 ½ bushel per hour) $12.08 per hour guaranteed
	Yellow Squash	$ 12 . 08	Hour	$0.65 per ½ bushel (minimum 12.79 ½ bushel per hour); $12.08 per hour guaranteed
	Summer Squash	$ 12 . 08	Hour	
	Watermelon Loading	$ 12 . 08	Hour	$90.00 per 18,000 lbs or $3.23 per average weight bin of 700 lbs. or $12.08 per hour guaranteed
	Watermelon Unloading	$ 12 . 08	Hour	$24.00 per 17,000 lbs or $0.86 per average weight bin of 700 lbs. or $12.08 per hour guaranteed
	Watermelon Cutting, Pulling, or Pruning	$ 12 . 08	Hour	$35.00 per 18,000 lbs or $1.25 per average weight bin of 700 lbs. or $12.08 per hour guaranteed
	Peas/Beans	$ 12 . 08	Hour	$3.00 per 28 lb. sack (minimum 3 28 lbs. sacks per hour); $12.08 per hour guaranteed

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
	Laying Plastic	$ 12 . 08	Hour	
	General Farm Labor	$ 12 . 08	Hour	
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		

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 §
A & A BLUEBERRY, LLC	4354 NE CR 660 Arcadia, Florida 34266 DESOTO	Blueberries	1/4/2022	6/5/2022	100
ARCADIA GROVES	NE HWY 70 Arcadia, Florida 34266 DESOTO	Oranges: Arcadia	1/4/2022	6/5/2022	100
Barben Farms, LLC.	1100 N. Roberts Road Avon Park, Florida 33825 HIGHLANDS	Blueberries	1/4/2022	6/5/2022	100
Byrd Groves, Inc.	6610 Lake Hatchineha Road Haines City, Florida 33844 POLK	Blueberries	1/4/2022	6/5/2022	100
The Carlton Group, LLC.	5168 Mineral Branch Rd. Zolfo Springs, Florida 33890 HARDEE	Oranges: LJ	1/4/2022	6/5/2022	100
The Carlton Group, LLC	187 S. Barlow Rd. Wauchula, Florida 33873 HARDEE	Oranges: BURNETT	1/4/2022	6/5/2022	100
The Carlton Group, LLC	3040 Schontag Rd. Wauchula, Florida 33873 HARDEE	Oranges: BUETNER	1/4/2022	6/5/2022	100
Carlton Farms Co., Inc.	5950 Mosley Rd. Ona, Florida 33865 HARDEE	Watermelon: HORSE CREEK FARM	1/4/2022	6/5/2022	100
Carlton Farms Co., Inc.	Jim Williams Rd. Ona, Florida 33865 HARDEE	Watermelon, Bell Pepper, Cucumber & Squash: JIM WILLIAMS FARM	1/4/2022	6/5/2022	100
Carlton Groves, LLC	Snyder Rd. Sebring, Florida 33870 HIGHLANDS	Oranges Ramers	1/4/2022	6/5/2022	100

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 §
Carlton Groves, LLC	5641 Mike Kahn Rd. Sebring, Florida 33876 HIGHLANDS	Oranges: KAHN 50	1/4/2022	6/5/2022	100
Doyle E. Carlton, III.	2761 W Main Street Wauchula, Florida 33873 HARDEE	Oranges: LOUISE	1/4/2022	6/5/2022	100
Doyle E. Carlton, III	2575 Ander Marsh Rd. Wauchula, Florida 33873 HARDEE	Oranges: CROSBY	1/4/2022	6/5/2022	100
Doyle E. Carlton, III	1874 Doyle Carlton Road Wauchula, Florida 33873 HARDEE	Oranges: NORTH GROVE	1/4/2022	6/5/2022	100
Doyle E. Carlton, III	564 Rodeo Road Wauchula, Florida 33873 HARDEE	Oranges: TOWN PASTURE	1/4/2022	6/5/2022	100
Jake Carlton	2350 SR 66 Zolfo Springs, Florida 33890 HARDEE	Oranges: HOME	1/4/2022	6/5/2022	100
Citrus Creek Grove, LLC	36532 Bermont Rd. Punta Gorda, Florida 33982 CHARLOTTE	Oranges: CITRUS CREEK	1/4/2022	6/5/2022	100
Crewsville Cattle and Citrus, Inc.	7032 Johnston Rd. Zolfo Springs, Florida 33890 HARDEE	Oranges: NELSON	1/4/2022	6/5/2022	100
Crewsville Cattle and Citrus, Inc.	6108 Crewsville Rd. Zolfo Springs, Florida 33890 HARDEE	Oranges: BARN; HOME	1/4/2022	6/5/2022	100
Crewsville Cattle and Citrus, Inc.	7526 Scarborough Rd. Zolfo Springs, Florida 33890 HARDEE	Oranges: SCARBROUGH	1/4/2022	6/5/2022	100

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 §
Down South Blues Corporation	1921 NE Hansel Avenue Arcadia, Florida 34266 DESOTO	BLUEBERRIES	1/4/2022	6/5/2022	100
Edentown Company N.V., Inc.	48000 Bermont Road Punta Gorda, Florida 33982 CHARLOTTE	Oranges: EDENBELLE	1/4/2022	6/5/2022	100
Fish Branch Grove, LLC.	4416 Fish Branch Rd. Zolfo Springs, Florida 33890 HARDEE	Oranges: FISH BRANCH	1/4/2022	6/5/2022	100
Futch Farms, LLC	3868 Sasser Road Zolfo Springs, Florida 33890 HARDEE	Watermelons: RANCH	1/4/2022	6/5/2022	100
G & D Farms, Inc.	37381 SR-62 Parrish, Florida 34219 MANATEE	STRAWBERRIES	1/4/2022	6/5/2022	100
Gator Grove, LC	6199 Cuba Trail Labelle, Florida 33935 HENDRY	Oranges: Gator	1/4/2022	6/5/2022	100
G Road Grove, LLC.	1336 G ROAD LaBelle, Florida 33935 HENDRY	Oranges: G Road	1/4/2022	6/5/2022	100
Hi-Hat Ranch, LLP	4276 Utopia Road Sarasota, Florida 34240 SARASOTA	Oranges/Lemons/Grapefruit/Tangerines: Hi-Hat	1/4/2022	6/5/2022	100
Hoefling Citrus, Inc.	3136 Schontag Rd. Wauchula, Florida 33873 HARDEE	Oranges: HOEFLING	1/4/2022	6/5/2022	100
Island Grove, LLC	7100 SE CR 763 Arcadia, Florida 34266 DESOTO	BLUEBERRIES	1/4/2022	6/5/2022	100

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 §
Island Grove, LLC	NE Whidden Street Arcadia, Florida 34266 DESOTO	BLUBERRIES	1/4/2022	6/5/2022	100
Island Grove, LLC	4730 Sever Grade Arcadia, Florida 34266 DESOTO	BLUEBERRIES	1/4/2022	6/5/2022	100
Island Grove, LLC	SE Hunter Road Arcadia, Florida 34266 DESOTO	BLUBERRIES	1/4/2022	6/5/2022	100
JDM Partnership	3678 NE McIntyre Street Arcadia, Florida 34266 DESOTO	Oranges: Brownville - Arcadia	1/4/2022	6/5/2022	100
JDM Partnership	NE HWY 70 Arcadia, Florida 34266 DESOTO	Oranges: 70 - Arcadia	1/4/2022	6/5/2022	100
James H. Prine, Trustee	5478 Rhynn Road Wauchula, Florida 33873 HARDEE	Oranges: RHYNN ROAD	1/4/2022	6/5/2022	100
JLC Farms, Inc.	4162 Mineral Branch Rd. Zolfo Springs, Florida 33890 HARDEE	Oranges: Watermelons	1/4/2022	6/5/2022	100
JLC Farms, Inc.	8001 SR 66 Sebring, Florida 33820 HARDEE	Oranges: Watermelon	1/4/2022	6/5/2022	100
Tommy J. Johnson	NE HWY 70 Arcadia, Florida 34266 DESOTO	Oranges: TOMMY	1/4/2022	6/5/2022	100
John Stephens, Inc.	5501 Lake Buffum Road E. Fort Meade, Florida 33841 POLK	Oranges: BEARFOOT	1/4/2022	6/5/2022	100

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 §
John Stephens, Inc.	4800 Summers Road Fort Meade, Florida 33841 POLK	Oranges: MYERS, Bigbee	1/4/2022	6/5/2022	100
John Stephens, Inc.	2800 Lake Hendry Road Fort Meade, Florida 33841 POLK	Oranges: Morrison	1/4/2022	6/5/2022	100
Mosaic Fertilizer, LLC	592 Murphy Rd Ona, Florida 33865 HARDEE	Oranges: Coke	1/4/2022	6/5/2022	100
Mosaic Fertilizer, LLC	2711 Murphy Road Ona, Florida 33865 HARDEE	Oranges: MARY JANE	1/4/2022	6/5/2022	100
Mosaic Fertilizer, LLC	4630 Everett Whidden Road Ona, Florida 33865 HARDEE	Oranges: SANNELLA	1/4/2022	6/5/2022	100
Mosaic Fertilizer, LLC	2807 S. County Road 663 Ona, Florida 33865 HARDEE	Oranges: PREWITT	1/4/2022	6/5/2022	100
Mosaic Fertilizer, LLC	1593 Murphy Road Ona, Florida 33865 HARDEE	Oranges: SEDROCK	1/4/2022	6/5/2022	100
J.W. Crews, Jr.	700 Hollandtown Rd. Wauchula, Florida 33873 HARDEE	Oranges: Holland Town	1/4/2022	6/5/2022	100
J.W. Crews, Jr.	3357 Perdue Rd. Wauchula, Florida 33873 HARDEE	Oranges: PARKER	1/4/2022	6/5/2022	100
Love Citrus, LLC	4850 Desoto City Road Sebring, Florida 33876 HIGHLANDS	Tangerine: Love	1/4/2022	6/5/2022	100

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 §
McClelland Cattle & Groves, Inc.	248 Parnell Road Zolfo Springs, Florida 33890 HARDEE	Oranges: HOUSE	1/4/2022	6/5/2022	100
McClelland Cattle & Groves, Inc.	1200 Vaughn Rd. Sebring, Florida 33875 HARDEE	Oranges: DOODLE HILL	1/4/2022	6/5/2022	100
McClelland Cattle & Groves, Inc.	635 E. Albritton Rd. Avon Park, Florida 33825 HIGHLANDS	Oranges: CLAY PIT	1/4/2022	6/5/2022	100
MGM Dill, Inc.	3038 Schontag Rd. Wauchula, Florida 33873 HARDEE	Orange: BLOCK 2	1/4/2022	6/5/2022	100
Mike Braxton Caretaking, Inc.	2699 Murphy Rd. Ona, Florida 33865 HARDEE	Watermelon & Bell Pepper: ONA BLOCK	1/4/2022	6/5/2022	100
Mislevy Enterprises, Inc.	2799 Garza Rd. Zolfo Springs, Florida 33890 HARDEE	Orange: GARZA	1/4/2022	6/5/2022	100
Mislevy Enterprises, Inc.	1613 Steve Roberts Special Zolfo Springs, Florida 33890 HARDEE	Orange: STEVE ROBERTS	1/4/2022	6/5/2022	100
Mislevy Enterprises, Inc.	284 Sauls Rd. Bowling Green, Florida 33834 HARDEE	Orange: COLLEGE	1/4/2022	6/5/2022	100
Mislevy Enterprises, Inc.	1370 Steve Roberts Special Zolfo Springs, Florida 33890 HARDEE	Orange: HILLTOP	1/4/2022	6/5/2022	100
Mislevy Enterprises, Inc.	4740 Brewster Rd. Bowling Green, Florida 33834 HARDEE	Orange: FORT GREEN	1/4/2022	6/5/2022	100

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 §
Mislevy Enterprises, Inc.	4308 John Carlton Rd. Zolfo Springs, Florida 33890 HARDEE	Orange: FRIENDSHIP	1/4/2022	6/5/2022	100
Misty Organics, LLC	2880 Poinsettia Avenue Bartow, Florida 33830 POLK	BLUEBERRIES	1/4/2022	6/5/2022	100
Peace River Farms, LLC.	6398 SR 64 Zolfo Springs, Florida 33890 HARDEE	BLUEBERRIES	1/4/2022	6/5/2022	100
Shawn Pollard	2011 Griffin Rd. Wauchula, Florida 33873 HARDEE	BLUEBERRIES	1/4/2022	6/5/2022	100
Shawn Pollard	3674 SR 64 Zolfo Springs, Florida 33890 HARDEE	BLUEBERRIES	1/4/2022	6/5/2022	100
Wade Purvis	15000 CR 858 Immokalee, Florida 34142 COLLIER	Peas/Beans: FARM 8	1/4/2022	6/5/2022	100
Wade Purvis	21005 CR 846 Immokalee, Florida 34142 COLLIER	Peas/Beans: HOGAN ISLAND	1/4/2022	6/5/2022	100
Remlap Groves, LLC.	3362 Schontag Road Wauchula, Florida 33873 HARDEE	Orange: GETTIS ; LELAND	1/4/2022	6/5/2022	100
Remlap Groves, LLC.	Ander Marsh Road Wauchula, Florida 33873 HARDEE	Orange: REVELL	1/4/2022	6/5/2022	100
Remlap Groves, LLC.	Vandolah Road Wauchula, Florida 33873 HARDEE	Orange: CHARLIE	1/4/2022	6/5/2022	100

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 §
Remlap Groves, LLC.	599 Alton Carlton Road Wauchula, Florida 33873 HARDEE	Orange: NOBLES	1/4/2022	6/5/2022	100
Robert R. Norris, Inc.	1799 Gillette Rd. Zolfo Springs, Florida 33890 HARDEE	Orange: GILLETTE	1/4/2022	6/5/2022	100
Robert R. Norris, Inc.	496 N Barlow Rd. Wauchula, Florida 33873 HARDEE	Orange: BARLOW	1/4/2022	6/5/2022	100
Robert R. Norris, Inc.	1754 Steve Roberts Special Zolfo Springs, Florida 33890 HARDEE	Orange: TAYLOR	1/4/2022	6/5/2022	100
Round Orange, LLC	2662 Ralph Johns Road Wauchula , Florida 33873 HARDEE	Orange: RO #1-4	1/4/2022	6/5/2022	100
Round Orange, LLC	2150 Florida Cracker Trail Wauchula, Florida 33873 HARDEE	Orange: R0#5	1/4/2022	6/5/2022	100
Round Orange, LLC	2554 Ralph Johns Road Wauchula, Florida 33873 HARDEE	Orange: R0#6	1/4/2022	6/5/2022	100
Round Orange, LLC	1944 Dansby Road Wauchula, Florida 33873 HARDEE	Orange: R0#7	1/4/2022	6/5/2022	100
Round Orange, LLC	2584 Ralph Johns Road Wauchula, Florida 33873 HARDEE	Orange: R0#8	1/4/2022	6/5/2022	100
Round Orange, LLC	2640 Ralph Johns Road Wauchula, Florida 33873 HARDEE	Orange: RO #11	1/4/2022	6/5/2022	100

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 §
Round Orange, LLC	21083 Kissimmee Shores Road Lake Wales , Florida 33898 POLK	Orange: Prairie Tract	1/4/2022	6/5/2022	100
Round Orange, LLC	4366 Wingate Road E Myakka City, Florida 34251 MANATEE	Orange: WINGATE ROAD	1/4/2022	6/5/2022	100
Round Orange, LLC	1413 SW Koch Road Arcadia, Florida 34266 DESOTO	Orange: KOCH ROAD	1/4/2022	6/5/2022	100
Rutland 202	18655 CR 675 Parrish, Florida 34219 MANATEE	Orange: RUTLAND	1/4/2022	6/5/2022	100
Steve Schontag	1557 SR 62 Bowling Green, Florida 33834 HARDEE	Orange: HWY 62	1/4/2022	6/5/2022	100
Steve Schontag	1750 Schontag Road Wauchula, Florida 33873 HARDEE	Orange: 20 ACRES	1/4/2022	6/5/2022	100
Steve Schontag	1672 Schontag Road Wauchula, Florida 33873 HARDEE	Orange: N 15 ACRE	1/4/2022	6/5/2022	100
Steve Schontag	1872 Ken McCleod Road Wauchula, Florida 33873 HARDEE	Orange: TROUBLESOME CREEK	1/4/2022	6/5/2022	100
Steve Schontag	1725 Ken McCleod Road Wauchula, Florida 33873 HARDEE	Orange: GRANDPA	1/4/2022	6/5/2022	100
Cindy Scott	1728 Scott Road Wauchula, Florida 33873 HARDEE	Oranges: HOME	1/4/2022	6/5/2022	100

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 §
Shorewood Corporation	2132 S Florida Ave. Wauchula, Florida 33873 HARDEE	Oranges: COSEY	1/4/2022	6/5/2022	100
Shorewood Corporation	1820 Griffin Rd. Wauchula, Florida 33873 HARDEE	Oranges: BRYAN	1/4/2022	6/5/2022	100
Strawberry Ranch	1623 Sydney Washer Road Dover , Florida 33527 HILLSBOROUGH	Strawberries & Watermelons: Sydney Washer 1	1/4/2022	6/5/2022	100
Strawberry Ranch	3685 Bethlehem Road Dover, Florida 33527 HILLSBOROUGH	Strawberries & Watermelons: Bethlehem 1	1/4/2022	6/5/2022	100
Strawberry Ranch	14600 Blackjack Road Dover, Florida 33527 HILLSBOROUGH	Strawberries & Watermelons: Blackjack	1/4/2022	6/5/2022	100
Strawberry Ranch	3844 Bethlehem Road Dover, Florida 33527 HILLSBOROUGH	Strawberries & Watermelons: Bethlehem 2	1/4/2022	6/5/2022	100
Merilyn A. Strickland	2806 W Main St. Wauchula, Florida 33873 HARDEE	Oranges: HOME	1/4/2022	6/5/2022	100
Sun Grown Citrus, Inc.	2900 West County Line Road Frostproof, Florida 33843 POLK	Oranges: 34	1/4/2022	6/5/2022	100
Sun Grown Citrus, Inc.	1198 Sand Mountain Road Fort Meade, Florida 33841 POLK	Oranges: 18; 23; 28	1/4/2022	6/5/2022	100
Sun Grown Citrus, Inc.	1910 Sand Mtn. Rd Fort Meade, Florida 33841 POLK	Oranges: SAND MOUNTAIN RD	1/4/2022	6/5/2022	100

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 §
Sweet Life Farms, LLC	1702 W. Sam Allen Road Plant City, Florida 33565 HILLSBOROUGH	Strawberries & Watermelons: Sam Allen Farm	1/4/2022	6/5/2022	100
T& C Investments, Inc.	3868 Edison Ave. Bowling Green, Florida 33834 HARDEE	Oranges: REVELL	1/4/2022	6/5/2022	100
Ten Fold Talents, LLC	2485 South Florida Avenue Wauchula, Florida 33873 HARDEE	Oranges: Ten Fold Talents	1/4/2022	6/5/2022	100
3-N Groves	728 Kelly Roberts Rd. Zolfo Springs, Florida 33890 HARDEE	Oranges: DUNN-1	1/4/2022	6/5/2022	100
3-N Groves	1788 Gillette Rd. Zolfo Springs, Florida 33890 HARDEE	Oranges: DUNN-2; DUNN-3	1/4/2022	6/5/2022	100
3-N Groves	2482 Steve Roberts Special Zolfo Springs, Florida 33890 HARDEE	Oranges: BRONLEEWEE	1/4/2022	6/5/2022	100
3-N Groves	1279 Alec Hendry Rd. Wauchula, Florida 33873 HARDEE	Oranges: ALEC HENDRY	1/4/2022	6/5/2022	100
3-N Groves	777 Kelly Roberts Rd. Zolfo Springs , Florida 33890 HARDEE	Oranges: GRAHAM	1/4/2022	6/5/2022	100
3-N Groves	285 Metheny Rd. Wauchula, Florida 33873 HARDEE	Oranges: FLORIDA AVENUE	1/4/2022	6/5/2022	100
3rd DAY GROWERS, INC.	7696 Crewsville Road Zolfo Springs, Florida 33890 HARDEE	Watermelons	1/4/2022	6/5/2022	100

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 §
Williams Farms Partnership	52554 Bermont Rd. Punta Gorda, Florida 33982 CHARLOTTE	Oranges: SOUTH, NORTH	1/4/2022	6/5/2022	100
Wish Farms, Inc.	1301 S. Frontage Road Plant City, Florida 33563 HILLSBOROUGH	Bluberries	1/4/2022	6/5/2022	100

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 *
Migrant Labor Camp	17945 Bill's Court Estero, Florida 33928 LEE	Employer leased housing. Workers will reside at this housing location from 04/20/2022 through 06/06/2022. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	20	200	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	146 Earnest Road Wauchula, Florida 33873 HARDEE	Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males. Workers will move to an alternate housing location closest to their designated job site on 04/20/2022.	1	15	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	1240 Old Bradenton Rd. Wauchula, Florida 33873 HARDEE	Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males. Workers will move to an alternate housing location closest to their designated job site on 04/20/2022.	2	27	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	2202 2nd Avenue W. Palmetto, Florida 34221 MANATEE	Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males. Workers will move to an alternate housing location closest to their designated job site on 04/21/2022.	12	72	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	917 25th Street E. Palmetto, Florida 34221 MANATEE	Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males. Workers will move to an alternate housing location closest to their designated job site on 04/21/2022.	14	80	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	1503 21 Street E. Palmetto, Florida 34221 MANATEE	Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males. Workers will move to an alternate housing location closest to their designated job site on 04/21/2022.	10	70	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	12955 CR 39 - Site 1 Duette, Florida 33834 MANATEE	Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males. Workers will move to an alternate housing location closest to their designated job site on 04/21/2022.	15	150	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	12955 CR 39 - Site 2 Duette, Florida 33834 MANATEE	Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males. Workers will move to an alternate housing location closest to their designated job site on 04/21/2022.	14	140	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	7510 SW Hull Avenue Fort Ogden , Florida 34267 DESOTO	Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	10	56	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	2981 SW McCaskill Street Nocatee, Florida 34268 DESOTO	Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	20	120	☑ Local ☑ State ☑ Federal

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Migrant Labor Camp	2635 E. Main Street Wauchula, Florida 33873 HARDEE	Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	1	18	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	2460 Pine Cone Park Wauchula, Florida 33873 HARDEE	Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males. Ninety-nine occupants will move to alternate housing closest to their designated job site on 05/03/2022. Two hundred occupants may reside at this location through the entire contract.	51	447	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
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					❑ Local ❑ State ❑ Federal

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-21301-673234 Case Status: Full Certification Determination Date: 11/22/2021 Validity Period: _____ to _____

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*) *

Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time. Following the supervisor's instruction, workers will harvest, load, and grade various citrus, and vegetables. The worker will require the use of hand tools such as shears and knives. All workers are required to wear a mask in common areas, while on the bus and in the field when social distancing is not possible. This work can require standing, walking, stooping, bending, and lifting up to 100 pounds for long periods outdoors in all weather conditions. It also includes making important decisions based on size, coloring, and ripeness according to prescribed standards. This work requires adherence to important food safety and quality standard operating procedures 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, and shipped from the farm.

Citrus Harvesting: Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time. Following the Supervisors instructions, 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 the fruit. A fully loaded sack weighs between approximately 80 and 100 pounds, depending upon the size, condition, and variety of fruit. Worker positions 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 other workers, in a secure position to prevent slipping or falling and possible injury to themselves or other workers. The worker will remove the fruit from the tree and place it in the pick sack. When the pick sack is full take the full sack to the fruit tub located in the grove and drop the fruit from pick sack into the tub. In order to perform this kind of work, the worker must be able to work outside for at least 6 hours a day in all kinds of weather and be in possession of the requisite physical strength and endurance to repeat the picking process rapidly, working quickly and skillfully with their hands, and carrying a large number of sacks of fruit from the area in which the fruit is being harvested to the location of the tub. After harvesting is complete at each grove, workers will help clean all equipment, including but not limited to, fruit tubs, and any harvesting equipment from all leaves, limbs, and debris. Workers will then load ladders back into ladder truck.

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 workers refusal or negligent failure to return the tools or due to such workers wilful damage or destruction of the tools. The employer will provide the first pick sack free of charge to the worker. Any sacks destroyed intentionally, outside normal wear and tear, must be replaced by the worker. All Citrus harvesters are required to wear a special safety hat that contains a mesh front for eye protection free of charge. Any safety hats that are lost or destroyed, outside of normal wear and tear, must be replaced by the worker at a cost of $10.00. All strawberry harvesters will be required to wear an ID badge on a lanyard that will be provided by the company. Any ID card and or lanyard that is lost or destroyed, outside of normal wear and tear, must be replaced by the worker at a cost of $3.00

Cucumber Planting: As instructed, the worker will move down row placing two (2) seeds in each hole firmly packing dirt in the hole.

b. Job Offer Information 2

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

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

Workers are screened for compliance with the following criteria: a) confirmability, availability, qualifications, and willingness to perform work described and confirm the intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Non-local workers confirm availability of transportation to 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 US. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if the employer discovers 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.

All referrals are encouraged to contact their nearest career center for pre-employment screening before contacting the employer.

All referrals are to be made to Kim Carlton at 2695 E. Main Street, Wauchula, Florida 33873 Telephone: 863-773-6633. 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 11:00 a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer. All interstate applicants are encouraged but not required to first contact the nearest [one-stop] career center prior to contacting the employer for any updated information regarding the job 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 who have submitted an application by phone to conduct an interview.

Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they 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 one of the listed job activities at the discretion of the employer and workers must have transportation to the designated pickup location.

All hired referred and walk-in applicants must bring with them original documentation of identity and employment eligibility documents (original documents only), sufficient to complete the I-9 Form within 3 days of employment. All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - I

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

Termination or Other Discipline: Employer may discipline and/or terminate the worker from their employment with notification to the Job Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow housing rules; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses to work in accordance with directions or otherwise demonstrates that they are unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) fails to meet the established productivity standard indicated in the petition after the one-day (6 hour) training and 6-day acclimation period; (f) or other job-related reasons; (g) falsifies identification, personnel, medical or other work-related records; (h) commits acts of violence towards another employee or third party; (i) has a record of a criminal conviction 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.

In general, with respect to Item A(b) above, “serious acts of misconduct” include but are not limited to one or more of the following: theft from the employer or other workers; fraud or falsifying work related records, intoxication during the work day; use of illegal drugs; disobeying a reasonable instruction given by the employer, supervisor or manager; abusing or threatening other employees or a supervisor or manager; spitting on another employee, using profanity or other demeaning words towards another employee; engaging in physical or verbal bullying or harassment of another employee engaging in conduct which physically harms another employee or damages the employer’s or another worker’s personal property.

Five unexcused absences by the worker will be considered a job-related reason for worker termination. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and continuously that are reasonable under the 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 written consent of the employer. The employer will not be responsible for providing or paying for transportation and subsistence expenses of absconders, and such absconders will not be entitled to the ¾ guarantee.

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - II

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

Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice, once address verification has been provided. It is imperative that workers provide a complete and accurate permanent address to the employer no later than the first day of employment. The employer has a no rehire policy for workers who fail to complete their contract of employment. Termination for lawful job related reasons before the specified ending date listed in this application 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 also will be disqualified from future employment opportunities. Voluntary resignations before the specified ending date listed in this application may also disqualify the employee from future employment opportunities. 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 and eligible for exemption to the no rehire policy.

In the event of termination for medical reasons occurring after arrival on the job as a result of employment, or in the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

Pursuant to DOL regulations at 20 CFR 655.122(o), if, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the Certifying Officer. In the event of contract impossibility, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not available, the employer will: (1) 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 the workers next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker’s pay by the employer for transportation and subsistence expensed to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer’s place of employment. Daily subsistence will be computed as set forth in subparagraph (h) of 20 CFR § 655.122. 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.

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 - Workplace Standards and Rules

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

Citrus Harvesting expects all employees to adhere to the standards and expectations for conduct ("Work Rules") which it believes are necessary for the company's safe and efficient operations.

The Work Rules 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 prohibited conduct for which employees may be disciplined or terminated. They are published to provide a general understanding of what your employer considers to be unacceptable conduct. The employer may impose disciplinary action in those instances where management decides such action is appropriate up to and including termination of employment for cause.

1. Failure to perform work assigned by a supervisor or manager, consistent with the terms of your contract.

2. Falsification of company records or documents, or other material forms of dishonesty, fraud, theft, or the misuse of property.

3. Leaving the farm property during scheduled working hours without the permission of your supervisor or manager.

4. Deliberately abusing, destroying, damaging, or defacing farm property, tools and/or equipment, including the personal property of others.

5. Taking part in any conduct which may endanger health or safety of fellow employees or bring discredit to employer, its supervisors or managers.

6. Improper or illegal use of alcoholic beverages, illegal drugs, controlled substances, or prescribed medications.

7. Failure or refusal to cooperate in a company investigation.

8. Improper behavior in performing your job.

9. Violation of the employer's policies or procedures – including but not limited to housing rules of occupancy – which have been established to protect the employer's property and equipment, as well as to help safeguard the health and safety of its employees.

10. Tolerating, participating in, or initiating an event or act that is reasonably considered to be threatening verbal or written behavior or workplace violence. This type of prohibited conduct may include engaging in verbal or harassing conduct or behavior towards a co-worker.

11. Engaging in verbal or prohibited acts of prohibited employment discrimination or retaliation against another employee.

12. Possessing cell phones inside work areas such as the fields, groves, orchards and/or packing facility. Cell phones must be left during working hours in the bus, van or at the housing facilities.

f. Job Offer Information 6

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*) *

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

Bathroom:
1.Flush toilet paper 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

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. Nonemployees are not permitted to stay at the worker housing. Tenancy is from week to week. In the event that your employment ceases, workers will have reasonable time to find alternative housing.

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.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - More details about pay:

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

*** The productivity wage rate is calculated by multiplying the piece rate by the number of units harvested.
*Please note that if the worker is paid a piece rate for any of these activities, the workers will be guaranteed the pay rate that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment.

In the event that the applicable H-2A wage rate decreases for any reason during the employers positive recruitment or H-2A contract period covered by this job order or any approved extensions thereof. The employer reserves the right to decrease its offered paid wage to the new lower wage rate. So, as long as the new wage rate remains the highest of the AWER, the prevailing hourly wage rate or piece rate, an agreed upon collective bargaining wage, and the federal and state minimum wage in effect at the time the work covered by this contract is performed.

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 - Description Continued - I

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

Training Cucumber Vines: As instructed, move down row and place vines on the bed taking care not to harm plants.

Cucumber Harvest: As instructed, the worker will move down the assigned row grasping, twisting then removing the cucumber from the plant by snapping the stem. Place cucumber into a bucket, exercising care to avoid damage to vines and cucumber. Deliver full bucket to truck in the field, receive credit on his/her identification badge. Obtain an empty bucket, and return to the assigned row.

Squash Planting (Green, Yellow, Summer): As instructed, move down row placing two (2) seeds in each hole firmly packing dirt in a hole.

Squash Harvest (Green, Yellow, Summer): As instructed, the worker will move down the assigned row and pick the proper size, shape, and color of squash, place into a bucket. When full, take to the washing station, receive credit on his/her badge, and obtain an empty bucket.

Pepper Planting (Bell Pepper): As instructed, the worker will be assigned a bag of plants. The worker will walk down row, carrying the bag and place one or two plants into each hole in the plastic.

Staking Pepper (all): As instructed the worker picks up a bundle of stakes (approx. 30 counts, 24-inch length). Walks assigned rows, dropping 2 stakes at a time at the top of the row bed, every 7 plants. A second worker will follow picking up the stakes, driving them into the ground using a stake driver.

Stringing Pepper (all): As instructed, the worker receives a box of twine and moves down the row circling twine around each stake on one side of the bed row. At the end of the row, the worker circles twine on the opposite side of the bed row on the second stake, making a full circle of each row. Twine is tied at the beginning and end of the circled row.

Pepper Harvesting (all): As instructed, the worker will move down the assigned row and pick the proper size, shape, and color of pepper, place into a bucket. When full, take to the washing station, receive credit on his/her badge, and obtain an empty bucket.

Watermelon Harvesting: Workers will be required to turn watermelon vines from drive-rows. Instruction will be given for each task and standard of performance communicated to workers. Workers will be assigned a row or series of rows and required to select and pick produce according to criteria outlined and demonstrated by managers such as size, coloring, and ripeness.

Peas/Bean Harvest: As instructed, worker will move down the assigned row picking all mature peas. Peas are placed into a pick sack weighing approximately 28 pounds when full, the contents will be inspected for quality and worker will receive credit for the sack. Sack is then loaded onto a truck for transportation to a cooling facility. Worker will obtain an empty sack and return to assigned row to continue harvest.

Strawberry Planting: While carrying a bag of strawberry plants, the worker will walk down row, while bending, and place one or two plants into each hole in the plastic as instructed and firm dirt around the plant.

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 - Job Duties - Description Continued - II

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

Strawberry Harvest: Workers will move down assigned rows picking all ripe berries, grading berries while harvesting, taking care to sort and pack containers by size, shape, color, quality, and quantity as directed. Each worker must pick the plants clean of all ripe fruit, sort and pack all good berries into specified containers, within the box, according to very high-quality standards as set forth in the Company food safety policy and standard operating procedures. Bad berries will be packed or disposed of as determined by the Supervisor. Each worker shall handle berries carefully to avoid bruising. Bruising will weaken the berry. Each harvesting worker is expected to move with the crew from row to row to maintain the efficiency level. Upon completion of each box picked, the worker will take the box to the watering station to be viewed for a grade, receive credit on his/her badge, and receive a new box with containers. Any containers that are over or under packed, or consist of poor quality fruit, will be returned to the worker for repacking. Upon completion of an assigned row, the worker will move to the next vacant row to be picked. Harvester may receive disciplinary notice if the quality continues to be an issue. All packing activates are done in the field.

Harvest Processing Strawberries: As instructed, the worker will move down the assigned row picking all ripe strawberries, and discarding any bad berries that show evidence of rot or insect damage. The worker will be instructed to remove the cap (flower) of the strawberry with the aid of a slicing tool that is attached to the worker's picking cart. The worker will pick the berry, slide it across the slicer to remove the cap. Uncapped berry will be dropped into the harvesting tray, weighing approximately 20 lbs. when full. Trays are then taken to the assigned area where the worker receives credit on his/her badge, and a new tray is obtained.

Blueberry Harvesting: Each worker will be assigned an identification card with the worker's employment number. The worker will keep the picking identification card throughout the workday. Workers will receive a hooked belt and carry 2 picking buckets as they move down assigned rows, picking all ripe berries and placing them into the buckets. Once full, each bucket weighs approximately 6 lbs. The worker will bring the full bucket to a designated area to have the blueberries weighed. The workers badge will be scanned and given credit for the actual pounds of blueberries harvested. Each worker must pick the plants clean of all ripe fruit being careful not to bruise or damage the berries. Harvester may receive a disciplinary notice if the quality of work becomes an issue.

Weeding: Workers will remove weeds by use of a hoe from the walk-way and remove all weeds growing around plants by hand. Workers will remove weeds from the growing area, by raking piles of debris and dispose of it as instructed.

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 - Description Continued - III

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

General Farm Work: Tasks the worker must be able to perform include: apply mulch by row mulcher or by hand; apply ground cover to beds using a machine or by hand; remove debris from bed preparation process to clean growing area; finish row ends with shovels provided by the employer; unload plants by hand from trucks and move plants to the planting location by hand; install culverts for field drainage; remove and reinstall sprinklers during bed preparation, re-plant missing or unhealthy plants as directed; remove or pull up strawberry plants in preparation for next crop; remove blossoms (de-blossom) to improve fruit quality; remove debris, boxes, and discarded fruit from fields to keep clean growing areas; general ranch maintenance; basic irrigation maintenance; make sandbags, clean and maintain equipment and tools, frost control of sprinklers, frost blanket coverings. May be necessary to assist in the use and repair of farm equipment such as tractors, trucks, Goats/Loaders, buses, trailers, and harvest machinery, etc.

General Specifications and Physical Requirements of the Job: The majority of the workday is spent on one's feet, constantly in movement, and outdoors. Workers are rarely in one place for any period of time. It is estimated that 20% of the time will be spent growing and maintaining, and 80% harvesting the products. Workers must be able to stand, walk, sit, stoop, squat, kneel, crouch, bend (from the waist), push, pull, reach, lift and carry items weighing in the range from 5 to 100 pounds during the course of performing all required job specifications.

All work is performed in outdoor agricultural fields and involves exposure to sun, wind, rain, soil, mud, dust, heat, cold, and other natural elements. The worker must be able to withstand working in the direct sunlight, and conditions ranging from hot and humid weather, moderate rain and cold while performing their required job duties. Workers should come prepared to wear appropriate clothing and footwear for the environmental and working conditions described.

Work entails exposure to soil, plants, insects, and plant materials such as, but not limited to pesticides and fertilizers. Employer will comply with all worker protection standards and restrictions applicable to the use of pesticides and other chemicals. Workers are required to comply with all applicable worker protection standards as communicated by Supervisors and Farm Managers. Required posters will be placed at application areas displaying the date and time that re-entry is allowed. For the Company to ensure the highest level of food safety within its operation, workers must be able to listen to, and follow verbal instruction by any Company Farm Manager and/or Supervisors, and understand the purpose of required posters that are in place.

Stooping and Bending: This activity would be constant for the listed job specifications. When harvesting, workers must walk along the assigned row in a bent-from-the-waist position, although they can opt for stooping, squatting, etc. During harvest, this activity would comprise much of the worker's regular workday. The worker comes to a standing/vertical position each time they complete a full box of strawberries or buckets of vegetables and carry it to the end of the row or crate shed. This can be anywhere from 5-10 times per hour depending on the production and the picking speed.

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 - Job Duties - Description Continued - IV

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

Considerable dexterity is necessary to harvest strawberries. The worker would constantly handle crops using both hands to harvest and use repetitive reaching motion. Reaching motion would always be towards the ground. The worker would be using a pushing motion to push the picking cart for the strawberries down the rows. Total weight, assuming a full box of strawberries should not exceed 20 lbs. Workers use pulling motion for hoeing and weeding.

Daily job assignments will be made by, and at the sole discretion of, the Company Farm Managers as the progression of the growing season dictates. Workers must perform the assigned work as described in ETA 790, and work at the assigned Company locations. Workers may not switch work at Company locations without the specific authorization of the Farm manager. At the direction of the Farm Manager and/or Supervisor workers may be re-assigned to different farm locations within the company at various times of the workday and/or on different days.

Employer will provide tools, equipment, harvest materials, protective clothing, including gloves, where required to perform all job specifications at no cost to the worker. The reasonable repair or replacement cost of tools or equipment assigned to the worker may be deducted from the worker's paycheck for willful damage or loss of such tool or equipment.

All Company Employee Safety and Hygiene Policies, including Harvest Crew Hygiene, Employee Conduct, Food Safety and Security, must be followed by each worker. Each hired worker will receive by the first day of work, a copy of the Employee Handbook outlining such policies and procedures. The worker is responsible to read thoroughly the information provided, and to seek the assistance of a Farm Manager for questions or clarification.

Non-workers will not be permitted at the worksites or on company property without permission from the employer. Importantly, no non-working minor children under the age of 18 shall be present at the worksite or left unattended in vehicles at the worksite during the day. Workers arriving at the worksite with non-working minor children or other non-workers will be sent home.

l. Job Offer Information 12

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

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

Six (6) hours per day, Monday through Saturday, is normal, however the worker may be requested but not required to work additional hours per day and the Sabbath and/or federal holidays and Sunday depending upon the conditions of the crop, weather, maturity of the crop and market

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for costs incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. The daily subsistence while in travel will be no less than $13.17 per day without receipts and up to $55.00 per day with receipts as the maximum amount to be reimbursed. If the worker completes the work contract period, the employer will 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, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that 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 will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract, has agreed to pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer is not required to provide or pay for such expenses.

For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters, and the employer's worksite and return without cost to the worker.

The employer assures that all employer-provided transportation meets all applicable local, state, and federal requirements.

n. Job Offer Information 14

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

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