*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 | |
|---|---|---|---|---|
| | 45 | 45 | 3. Begin Date * 1/10/2022 | 4. End Date *5/28/2022 |

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 *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 39 | **a. Total Hours** | 6.5 | c. Monday | 6.5 | e. Wednesday | 6.5 | g. Friday |
| 0 | b. Sunday | 6.5 | d. Tuesday | 6.5 | f. Thursday | 6.5 | h. Saturday |

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 2 : 30 ☐ 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 § |
|---|---|---|---|
| $ 11 . 81 | ☑ 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, state 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.


H-2A Case Number: H-300-21313-695704 Case Status: Full Certification Determination Date: 12/02/2021 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. * | 3 | 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 60 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

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

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

See Addendum C

## C. Place of Employment Information

1. Address/Location *
200 Thompson Drive

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Douglas | Georgia | 31535 | Coffee |

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

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

## D. Housing Information

1. Housing Address/Location *
2035 Springhead Church Road

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Willacoochee | Georgia | 31650 | Atkinson |

| 6. Type of Housing * | 7. Total Units * | 8. Total Occupancy * |
|---|---|---|
| Migrant Labor Camp | 1 | 140 |

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

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

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

## E. Provision of Meals

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

Employer will 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 maintain 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 attests 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) 675-3119 | N/A |

4. Website address (URL) to Apply *
http://employgeorgia.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 § |
|---|---|---|
| Green | Carl | A. |
| 4. Title * | | |
| President | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By Certifying Officer | | 11/17/2021 |

**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 |
|---|---|---|---|---|
| | Weeding | $ 11 . 81 | Hour | |
| | Trimming/Planting | $ 11 . 81 | Hour | |
| | Transplanting Jobs | $ 11 . 81 | Hour | |
| | Quality Checker | $ 11 . 81 | Hour | |
| | General Farm Labor | $ 11 . 81 | Hour | |
| | | $ . | | |
| | | $ . | | |
| | | $ . | | |
| | | $ . | | |
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H-2A Agricultural Clearance Order
Form ETA-790A Addendum B
**U.S. Department of Labor**

## C. Additional Place of Employment Information

| 1. Name of Agricultural Business § | 2. Place of Employment * | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|---|---|---|---|---|---|
| Sunbelt Greenhouses, Inc. | 200 Thompson Drive<br>Douglas, Georgia 31535<br>COFFEE | None | 1/10/2022 | 5/28/2022 | 45 |
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**FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-21313-695704 Case Status: Full Certification Determination Date: 12/02/2021 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. Applicants must be 18 years or older. Following the Supervisors instructions, the workers will perform field maintenance, greenhouse work, nursey work, and crop harvesting/maintenance.

Workers will perform any of the following duties: pulling weeds, picking up stones and roots, removal of reflective tarps that are in the rows, cleaning equipment, removal of strings and wire from trellises, and other hand tasks. Workers may be required to engage in tasks involved with care for young non-producing fruit trees, such as weeding, tree trunk painting, and hand clipping. Instructions and overall supervision and direction of the workers will be provided by a company supervisor.

All workers hired pursuant to this Labor Certification must be able to comprehend and follow the instructions of a company supervisor and communicate effectively to supervisors. Unusual, complex, or non-routine activities will be supervised. The employer retains full discretion to make work assignments, taking into account unforeseen circumstances such as weather or other unscheduled/unexpected interruptions in regular work. All workers must perform the work assigned by the foreman or crew boss. Without specific authorization by the foreman or crew boss, workers may not perform duties that are not provided for in this Job Order, or work in areas not assigned. Workers will be expected to perform any of the listed duties as assigned by his/her supervisor. Workers may not leave their job assignment area unless authorized. Leaving a job area or farm without permission will be considered a voluntary resignation. Prior to beginning work on or after the date of need, workers will be required to attend an orientation on workplace rules, policies, and safety information. Workers should be able to perform repetitive movements, engage in extensive walking, and work on their feet while in bent positions for extended periods of time.

Allergies to items such as ragweed, goldenrod, insect spray, and related chemicals, may affect workers ability to perform this job. Workers should be physically able to do the work required with or without reasonable accommodation. Work is to be done for long periods of time. Temperatures may range from below freezing to 105 F. Workers may be required to work outside when trees or other agricultural products are wet with dew/rain and should have suitable clothing for variable weather conditions. Workers may be required to work during occasional showers not severe enough to stop field operations. Saturday work is required of all workers. All workers must be able to lift/carry 60 lbs. throughout the day.

Transplanting/Production Duties:
- Transplanting - the planting of small plants into the container that they will be grown in.
- Labeling- placing labels in the planted container with the plant information tag as it comes down the production line, or label pulled products for the sorters.
- Transplant line loader- loads product onto production carts.
- Production unloaders- take the product from the production line to the greenhouse area to be grown.

b. Job Offer Information 2

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Additional Information Regarding Job Qualifications/Requirements |
|---|---|---|---|

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

The employer may conduct a drug test post-hire at the employers expense upon reasonable suspicion after a worker has been involved in an accident while working. Workers must have three (3) months of experience in nursery work. Applicants must be able to furnish job references establishing acceptable prior experience or a notarized statement describing specific prior experience. Successful applicants will be subject to a trial period of 3 to 5 days during which their performance of required task will be evaluated. If the performance during the trial period is not acceptable to the employer the workers employment will be terminated.

## H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

| 1. Section/Item Number * | D.10 | 2. Name of Section or Category of Material Term or Condition * | Additional Housing Information |
|---|---|---|---|

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

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 reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage which is not the result of normal wear and tear.

d. Job Offer Information 4

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

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

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to 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 employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

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

All referrals are to be made to Alton Green at 240 S. Bridge St., LaBelle, FL 33935 Telephone: 863-675-3119. 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.

Jackson Citrus participates in the E-Verify system. The E-Verify number is 1212928.

All hired referred and walk-in applicants must bring with them documentation of identity and employment eligible documents (original documents only), sufficient to complete the I-9 Form within 3 days from the start 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

e. Job Offer Information 5

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

3. Details of Material Term or Condition (*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.

f. Job Offer Information 6

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

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

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. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

General Farm Labor

• Relocation - workers pick up the product and load it up on carts, move it to other locations in the complex, after unloading it they will then stack or hang it in the designated locations. This is typically done for growing purposes, or to consolidate in an effort to create space.
• Spacing - making a space between each tray or pot for growing purposes.
• Direct Sticking - the sticking of unrooted cuttings into trays of soil.
• Sowing seed - assisting in the sowing of seeds into small plug trays to be grown until they are transplanted.
• Sorting product - workers take the product that has been labeled and “sorts” it onto the cart it will be shipped out on.
• Loading Trucks - loaders will manually push the carts onto the semi-trailer after ensuring each order is accurate.
• Pulling Manifest List- workers are given a list of products to gather from multiple areas of the complex to collect by tray/pot size and color. The product is then loaded onto carts and taken back to the shipping barn.

Work may include trimming the bare roots of plants that must go back into the field for planting or for providing to consumers. Bare root plants are those that have the roots exposed that are not actively developing. Bare root plants are perineal plants that are dug up and stored without any soil around the roots. Workers must build cardboard boxes for bare root plants to be placed in and have the ability to correctly count number of plants per box. Workers will individually place plants into boxes and be responsible for taping up the boxes and placing them a designated area. Plants will be graded and divided by size to ensure quality.

Workers may be required to load/unload potted plants or trays from rack or belt, move tables manually or with equipment, move plants from floor or bench, pinch plants according to specifications for that plant in order to promote branching, space pots on the ground or bench, consolidate potted plants or trays on the floor or bench, and pull racks of plants either manually or with a motorized mule. Workers may be required to fill pots/trays with soil or starter using a pot or tray filling machine, place filled pots or trays on belt or rack, plant bulbs according to placement specifications, plant liners or plugs according to placement specifications, stick cuttings into pots or trays of starter, use sequence label applicator, and scan or tag product on belts or racks. A cutting may be rooted or unrooted and are very delicate/small. Workers may be required to clean plants by removing dead leaves/spent flowers, mix different plants on racks for shipping, assemble cardboard boxes/trays/dividers, place decorate covers, ribbons or plastic sleeves over or around plants, and shrink wrapping pallets of cartons or racks or plants or enclose racks with blankets.

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 - Continued II |
|---|---|---|---|

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

Workers will be required to differentiate between different varieties of plants Workers will be instructed to plant and trim various varieties of plants. Each worker will be responsible for making certain each variety is planted and trimmed as instructed to ensure proper growth. To ensure the health and size quality of the perennials, weeds will be kept to a minimum. Therefore, all workers will be responsible for being able to distinguish between perennial plants and weeds. Being cautious when working in perennial fields as to not destroy, walk on, or break perennial plants. Workers must use care and dexterity when dealing with sharp and cutting tools. Workers must be able to work with a knife, cutting board, chopper, and/or clipper to cut roots. Workers will sharpen knives by working with a sanding belt. Worker will also sharpen hoes by securing the hoe backside in a vise, blade up, and with the back side easily accessible. Clean thoroughly with steel wool, a wire brush, or crocus cloth. Workers may also move cribs and crates of plants, either by hand or with a hand jack or fork lift, throughout the farm, and move product onto trucks. A pitch fork may also be used to reach for products in a hopper or reach for aspen to cover plants. Workers also work at the shaker machine moving product down a series of belts to remove excess dirt and debris. Workers must be able to work in colder indoor environments such as going in and out of coolers.

Quality Checker: Will explain and demonstrate horticultural practices to ensure the workers are following the procedures to grow quality crops.

General Farm Labor: All workers must obey all safety rules and basic instructions and be able to recognize, understand, and comply with safety, pesticide warning/re-entry, and other essential postings. The job requires extensive standing and walking. Workers are frequently required to use their hands and arms to handle, feel, reach, climb, or balance. Workers are occasionally required to stoop, kneel, crouch, or crawl under trellis wires. Some workers who have a legal drivers license may be needed to drive a truck or bus to and from the field. Workers must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established safety guidelines, practices, and procedures. Supplemental to other tasks, workers that can be properly licensed may also transport workers. Workers may be required to fill out paperwork. 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. Before any worker is required to operate any farm equipment, the worker will be instructed in the proper and safe operation of the tractor. Workers will be required to operate tractors according to the instructions and in a manner that protects the operator, other workers, trees, crops, and equipment. Repeated failure to obey operating and safety instructions may result in termination. Workers will be paid the highest of the adverse effect wage rate, the prevailing wage rate, or the applicable minimum wage rate for time spent performing such general farm work. Workers may need to do work weeding, and repair/maintain irrigation. Workers may do soil and water testing, and/or bug scouting. Workers may do general light maintenance such as painting or other tasks.

## 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 - Continued III |
|---|---|---|---|

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

Other Requirements: Workers seeking employment under this job order must be available for the entire period requested by the employer.

The employer retains the right to discharge any obviously unqualified worker, malingerer, or recalcitrant worker who is physically able to complete the work but does not demonstrate a willingness to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason.

Sanitation Requirements: For food and general safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when working in agricultural crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields. All workers must report all injuries and illnesses to their employer. As well as any communicable diseases such as but not limited to diarrhea, or any other infectious disease or illness. Workers shall report immediately any cuts or abrasions that cause open bleeding. No tobacco, food, gum, candy, drink (other than water), or medication is allowed while working in the field. No jewelry, watches, or fingernails longer than 1/8" are allowed. No open toe shoes or sandals are permitted. Glass bottles, drinking glasses, or any item made from glass are prohibited in the field. Improper hygiene will not be tolerated. Throw the used bathroom tissue into the toilet every time, then flush the toilet. Keep the restrooms, rest areas, and portable facilities in the field clean for others.

General Conditions: On the first work day, the employer will provide specific instructions and/or training (6.5 hour) in the proper way to perform the crop activity. Thereafter, the worker will be expected to perform the task with diligence as instructed. By the beginning of the third working day (6.5 hours of work completed), workers will be expected to not adversely affect the productivity of the other workers, and to perform the work in a manner specified by the employer and described herein. Workers must be able to perform all work activities with accuracy and efficiency. Primary tasks will include duties associated with crops. Instructions and overall supervision and direction of the workers will be provided by a company supervisor. All workers hired pursuant to this labor certification must be able to comprehend and follow instructions of a company supervisor and communicate effectively to supervisors. Unusual, complex, or non-routine activities will be supervised. The employer retains full discretion to make work assignments, taking into account unforeseen circumstances such as weather or other unscheduled/unexpected interruptions in regular work. All workers must perform the work assigned by the supervisor or crew leader. Without specific authorization by the supervisor or crew leader, workers may not perform duties which are not provided for in this application, or work in areas not assigned. Workers will be expected to perform any of the listed duties as assigned by his/her supervisor. Workers may not leave there job assignment area unless authorized. Leaving job area or farm without permission may be considered voluntary resignation. Prior to beginning work on or after the date of need workers will be required to attend an orientation on workplace rules, policies, and safety information.

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 - Continued IV |
|---|---|---|---|

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

General Conditions (continued): Workers should be able to perform repetitive movements, engage in extensive walking, and work on feet while in bent positions for extended periods of time. Allergies to items such as ragweed, goldenrod, insect spray, and related chemicals may affect the workers ability to perform this job. Workers should be physically able to do the work required with or without reasonable accommodation. Work is to be done for long periods of time. Temperatures may range from below freezing to 105 degrees F. Workers may be required to work in wet conditions and should have suitable clothing for variable weather conditions. Workers may be required to work during occasional showers not severe enough to stop field operations. Saturday work is required of all workers. All workers must be able to lift/carry 60 pounds. The employer may require post-hire drug testing upon reasonable suspicion of use and after a worker has an accident at work. All workers must obey all safety rules and basic instructions, be able to recognize, understand, and comply with safety, pesticide warnings/re-entry and other essential postings. The job requires extensive standing and walking. Workers are frequently required to use their hands and arms to handle, feel, reach, climb, or balance. Workers are occasionally required to stoop, kneel, crouch, or crawl under lines. Workers must be able to list/carry up to 60 pounds throughout the course of a day. Some workers who have a legal drivers license may be needed to drive a truck or bus to and from the field. Workers must be able to perform all duties within this job description in what can be considered a safe manner while adhering to all establishes safety guidelines, practices, and procedures. Supplemental to other tasks, workers may perform various duties associated with instructing other workers on how to complete job duties as needed and keeping track of hours. Workers may be required to operate agricultural mechanical equipment on the farm as a part of agricultural operations. For example, workers may operate chemical dispensing equipment, sanitation equipment, machinery controls, and various tools. Before any worker is required to operate any mechanical equipment, the worker will be instructed in the proper and safe operation of the equipment. Workers will be required to operate mechanical equipment according to instructions and in a manner that protects the operator, other workers, crops, and equipment. Failure to obey operating and safety instructions may result in termination. Additional to other tasks, workers that are able to be properly licenses may also transport workers. Workers may be required to fill out shipping paperwork.

## 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 - Continued V |
|---|---|---|---|

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

The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools. Workers will be provided a copy of the job order. The employer uses best efforts to ensure the translation is accurate, but if a conflict exists between the English and translations version, the English version controls. Workers paid on an hourly basis who fail to perform their duties in a timely and proficient manner will be provided up to three warnings and will be coached/instructed regarding how to work faster and more efficiently. Upon issuance of the third warning, the employee may be terminated. Workers may not remove the batteries from the smoke detectors in the provided housing. Violations will be cause for immediate removal from housing and termination of employment. Workers may not remove beds, refrigerators, stoves, tables, chairs, screens, ect., or any other equipment from the housing premises provided by Employer without specific authorization from Employer. Violators may be subject to immediate termination of employment. Workers are required to notify the employer prior to voluntarily terminating employment. If the worker fails to provide a forwarding address, all wages still due will be forwarded to the last known address for the worker. It is thus crucial that workers provide a complete and accurate address as soon as possible, but in no event later than the first workday. This employer has a no-complete, no-hire policy. This means that workers who fail to complete the full employment period due to termination for a lawful job-related reason, abandonment, or voluntarily resignation without notice are ineligible to work for the employer in the future. Workers who voluntarily resigned with notice may still be ineligible for rehire. Jackson Citrus provides workers compensation coverage for the worker’s if an injury occurs out of and in the course of employment. The employer’s proof of insurance coverage will be provided to the regional administrator before certification is granted. If a sufficient number of qualified workers are available at the same time and place to come to work for the employer, the employer may, at the employer’s option, coordinate group transportation arrangement (such as arranging for group purchase of bus tickets, charter bus service, or employer provided transportation or other arrangements or assistance, as appropriate). The employer will notify the order-holding local office or State agency immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. The required terms of the job order and the certified Application for Temporary Employment Certification will be the work contract. Given that the demands of agricultural production are unpredictable and driven by factors such as weather, crop conditions, market demands, and numerous other factors, it is impossible to predict with any degree of accuracy how many hours per day or per week a worker will work or what percentage of time will be dedicated to specific tasks.

l. Job Offer Information 12

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

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

Due to the unpredictable nature of agricultural work, workers may be offered more or less hours than the estimated hours per day and more or less hours than the estimated hours per week.

As per 8 CFR Part 214.2, an H-2A worker who violates the terms and conditions of the H-2A contract, including remaining beyond the specific period of authorized stay or engaging in unauthorized employment, will not be eligible for admission into the United States for a period of 5 years.

## H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - 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 three to five-day acclimation period; (f) falsifies identification, personnel, medical or other work-related records; (g) commits acts of violence towards another employee or third party; (h) 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.

n. Job Offer Information 14

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

o. Job Offer Information 15

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Workplace Standards and Rules |
|---|---|---|---|

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

Jackson Citrus 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.

p. Job Offer Information 16

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

This housing is being offered to you by your employer as an extra benefit from this company. You have to be employed by this company to be permitted to live in the housing provided. Nonemployees are not allowed to stay at the worker housing. The 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.