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	
	135	135	3. Begin Date * 5/25/2022	4. End Date * 7/7/2022

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 : 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 . 99	☑ 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, federal 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-300-22075-984228 Case Status: Full Certification Determination Date: 04/04/2022 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. *	1	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 80 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)* *

The employer may conduct a drug/alcohol test post-employment at the employers expense.

C. Place of Employment Information

1. Address/Location *
Farm-Op Kuzzens H-2A , LLC - 53 Storyteller Rd

2. City *	3. State *	4. Postal Code *	5. County *
St. Helena	South Caro	29920	Beaufort

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
Farm-Op Kuzzens H2A, LLC. owns and controls all work-site locations contained in this application.

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 *
53 Storyteller Road

2. City *	3. State *	4. Postal Code *	5. County *
St. Helena	South Caro	29920	Beaufort

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Migrant Labor Camp	3	288

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.)*

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 for the workers to and from a food store, and laundry facility once per week.

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	$ 14 . 00	per day *
	b. no more than	$ 59 . 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 (239) 657-4421	N/A

4. Website address (URL) to Apply *
https://jobs.scworks.org/

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 §
Williams	James	E.
4. Title *		
Director of Farming		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		3/17/2022

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
	Lay Plastic Drip	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Plastic Repair	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Irrigation Installation, Removal, & Maintenance	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Planting	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Replanting	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Staking: 54" Stakes	$ 11 . 99	Hour	$0.50 per 100 ft., 1450 ft per hour or $11.99 per hour guaranteed
	Staking 72" Stakes	$ 11 . 99	Hour	$0.50 per 100 ft., 1450 ft per hour or $11.99 per hour guaranteed
	Stake Sorting	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Stake Repair	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Tying: 54" Stakes	$ 11 . 99	Hour	$0.60 per 100 ft., 1,208 ft per hour or $11.99 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
	Tying: 72" Stakes (1st & 2nd ties)	$ 11 . 99	Hour	$0.80 per 100 ft., 906 ft or $11.99 per hour guaranteed
	Tying: 72" Stakes (3rd + ties)	$ 11 . 99	Hour	$0.70 per 100 ft., 1,035 ft per hour or $11.99 per hour guaranteed
	Harvest Tomatoes - Round (1st pick)	$ 11 . 99	Hour	$0.65 per bucket, 11.15 buckets per hour or $11.99 per hour guaranteed
	Harvest Tomatoes - Round (2nd + picks)	$ 11 . 99	Hour	$0.85 per bucket, 8.53 buckets per hour or $11.99 per hour guaranteed
	Harvest Tomates - Cherry (1st - 5th Pick)	$ 11 . 99	Hour	$2.90 per bucket, 2.5 buckets per hour or $11.99 per hour guaranteed
	Harvest Tomatoes - Cherry (6th + Pick)	$ 11 . 99	Hour	$3.00 per bucket, 2.42 buckets per hour or $11.99 per hour guaranteed
	Harvest Tomatoes - Grape (1st - 5th Pick)	$ 11 . 99	Hour	$4.80 per bucket, 1.51 buckets per hour or $11.99 per hour guaranteed
	Harvest Tomatoes - Grape (6th + Pick)	$ 11 . 99	Hour	$5.00 per bucket, 1.45 buckets per hour or $11.99 per hour guaranteed
	Tomato Harvesting (Field Pack)	$ 11 . 99	Hour	$1.00 per bucket, minimum 7.25 buckets per hour, $11.99 per hour guaranteed
	Field Pack (Packing)	$ 11 . 99	Hour	$0.30 per tray, minimum 24.16 trays per hour, $11.99 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
	Harvest Dumper	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Melon Harvest	$ 11 . 99	Hour	$40 per bus, Units covered will be divided by number of workers on the crew times the pay rate or $11.99 per hour guaranteed
	Melon Loading, Packing, & Unloading	$ 11 . 99	Hour	$70.00 per bus for loading $70.00 for unloading and packing of bus. Packing consists of unloading, grading, and packing watermelons in boxes or bins. Units covered will be divided by number of workers on the crew times the pay rate, or $11.99 per hour guaranteed.
	Pulling Plastic	$ 11 . 99	Hour	$0.80 per 100 feet; 906 ft. per hour or $11.99 per hour guaranteed
	Plastic Load / Haul	$ 11 . 99	Hour	$0.25 per 100 feet; 2,900 ft per hour or $11.99 per hour guaranteed
	Post-Harvest Clean Up	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Cutting String (Twine)	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Stake Pulling 54"	$ 11 . 99	Hour	$0.41 per 100 ft, 1,768 ft per hour or $11.99 per hour guaranteed
	Stake Pulling 72"	$ 11 . 99	Hour	$0.57 per 100 ft., 1,272 ft per hour or $11.99 per hour guaranteed
	Hand Spray or Hand Fertilize	$ 11 . 99	Hour	$11.99 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
	Weeding	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Windbreaks or Freeze Protection	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Research Labor	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Packinghouse Grader	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Packinghouse Stacker	$ 11 . 99	Hour	$11.99 per hour guaranteed
	Packinghouse Floor Crew	$ 11 . 99	Hour	$11.99 per hour guaranteed
		$.		
		$.		
		$.		
		$.		

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 §
Farm-Op Kuzzens H-2A, LLC	1555 Huggin Oak Plantation Road Varnville, South Carolina 29944 HAMPTON		5/25/2022	7/7/2022	135
Farm-Op Kuzzens H-2A, LLC	241 Sea Island Parkway Ladys Island, South Carolina 29907 BEAUFORT	None	5/25/2022	7/7/2022	135

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-22075-984228 Case Status: Full Certification Determination Date: 04/04/2022 Validity Period: _____ to _____

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	313 Seaside Road St. Helena, South Carolina 29970 BEAUFORT	Employer owned housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment.	7	168	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	1374 Seaside Road St. Helena Island, South Carolina 29920 BEAUFORT	Employer owned housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment.	4	63	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	1398 Seaside Road St. Helena Island, South Carolina 29920 BEAUFORT	Employer owned housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment.	6	134	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	27 John Camp Road St. Helena, South Carolina 29920 BEAUFORT	Employer owned housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment.	10	123	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	51 Bayview Road St. Helena Island, South Carolina 29920 BEAUFORT	Employer owned housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment.	12	169	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

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 and may include all of the following job specifications:

Employee Badge: At the beginning of the employment period, each worker will be assigned an employee badge for identification and payroll purposes. The worker will be required to keep the badge throughout his/her employment period and must have the badge in possession at all times while working. The worker will present their badge to the Supervisor at the beginning and end of each workday, and from time to time throughout the workday, for payroll purposes. The employer will provide the worker with the badge free of charge.

Lay Plastic (Drip): Workers are required to load 75 to 80 lbs. rolls of plastic and drip tape rolls weighing approximately 50lbs on to machinery and ride on the back of machinery to ensure rolls are distributed evenly on beds of dirt. Worker is required to ride fertilizer wagon and use a shovel to make sure there is no clogging of fertilizer at distribution. Shoveling also includes across row to allow drainage to occur. Clean up of drip and plastic scraps, paper and wood. Worker is required to remove casing when rolls of plastic and drip tape have emptied and repeat process. Plastic machine riders have other tasks required to lay plastic such as: bed pressing, clean out fertilizer hoppers, painting numbers and measuring row lengths. Pile and burn or load on wagon for disposal.

Plastic Repair: Repairs are to be made to plastic and splices as necessary throughout field.

Irrigation Installation, Maintenance, and Removal: Connecting, Maintaining and installing irrigation (poly) lines at various points in fields for irrigation practices of crops. Removal of irrigation (poly) lines and connections at end of crop season. This task will include shovel work as needed.

Planting: Loading and unloading of plant trays from plant delivery boxes to planting machine, unloading empty trays from planter back onto plant boxes. Riding on plant machine and placing one plant into each hole made by plant machine and gathering soil to fill in space around the plant with soil using hand. Walking also behind planting machine placing a plant in hold that was missed and also filling in the hole with soil by using hand. Removing plants at walkways. Units covered will be divided by number of workers on the crew times the pay rate.

Replanting: When needed, replanting will require employee to carry trays that weigh 1 -5lbs into field to replace injured or dead plants in field rows.

Staking: Using both hands gathering bundles of stakes from bed of field truck and carrying to place a tomato stake between each tomato plant. Each stake must remain upright. Repeat process through entire rows and field. Once the first procedure is performed by an air hammer system being pulled by a tractor, the worker places an air hammer over the stake to drive in the stake 12" - 14" into the ground. If using manual hammers, worker must place opening over stake and pound stake into the ground also 12" - 14". Units covered will be divided by the number of workers on the crew times the pay rate. This task will include clean up and removal of broken stakes as needed.

b. Job Offer Information 2

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

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

Employer owned housing.

Dormitory Housing is for workers only. No housing will be provided to non-workers. Male workers will be offered housing to share sleeping quarters, bath, common and cooking areas with only male workers. Female workers will be offered housing only to share sleeping quarters, bath, common and cooking areas with other female workers. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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 side 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 the employer.

All referrals are to be made to Maria Jimenez (ext: 3203) or Angel Long (ext: 3012) at 53 Storyteller Rd., St. Helena Island, SC 29920 Telephone: 239-867-5297. Collect calls will not be accepted. Walk-in applicants will be accepted. Hours for all Referred and Walk-In Applicants are Monday through Friday from 9 a.m. to 12 p.m. All local intrastate applicants may apply directly to the employer. All interstate applicants are encouraged but not required to first contact the Job Order holding office prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, a telephone interview may be requested. The employer will contact all applicants by phone to conduct an interview.

The employer utilizes the E-Verify system. All workers must possess the documentation required to enable the employer to comply with the employment verification requirements of IRCA. Each worker will be required to accurately complete Form I-9 within three (3) days of employment pursuant to U.S. law. The employer will abide by the requirements and assurances of 20 CFR 653.501 in the processing and/or hiring of individuals referred through the clearance system.

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 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.

d. Job Offer Information 4

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

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

The employer will offer transportation at no cost to workers occupying Company provided housing, to and from the job site each work day. The use of this transportation is voluntary and workers are free to use their own method of transportation. No worker will be required, as a condition of employment, to utilize the transportation offered by the Employer. Workers who participate in the Employer transportation are required to follow the safe practices guidelines outlined below. These safe practices ensure the worker safety and the safety of other passengers.

Transportation Safety.
• No smoking, eating or drinking.
• Do not attempt to change or move seats once the bus is in motion.
• Do not distract or disturb the driver while bus is in motion.
• Loud music is not permitted.
• Keep conversations low.
• Drivers will adhere to proper loading restrictions, so not to exceed the weight capacity allowable for any and all company buses.
• Drivers have to ability to report any and all employee violations or refusal to follow guidelines directly to the Farm Manager.
• Alcoholic beverages are not permitted on the bus.
• The employer assures that all employee provided transportation meets all applicable local, state and federal requirements.

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. Subsistence will be reimbursed at a rate of $14.00 per 24 hours of travel without receipts, and at actual cost up to a maximum of $59.00 per 24 hours of travel with receipts of actual expenditures. The total of reimbursement for transportation shall be at the worker's actual cost, but not more than the most economical and reasonable common carrier transportation charges for the distance involved.

If the worker completes the period of employment, 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 came to work for the employer, 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 work site to such subsequent employer's work site, 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 work site to such subsequent employer's work site, the employer is not required to provide or pay for such expenses.

Return transportation will not be provided to workers who voluntarily abandon employment before the end of the employment period or who are terminated for cause. For the purposes of this paragraph, the employment period shall be the period from the first workday the worker is at the Employer's work site and is ready, willing, able and eligible to work, until the anticipated ending day of employment set forth in Item 5 of this Clearance Order.

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 - 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.

f. Job Offer Information 6

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

g. Job Offer Information 7

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*) *

Farm-Op Kuzzens H-2A 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..

h. Job Offer Information 8

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

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Description of Housing:

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

Description of Housing

The employer will provide to those workers housing, which meets applicable state, local and federal housing standards, without charge, who come from beyond normal commuting distance from their residence and, are not reasonably able to return to their residence within the same day.

Dormitory Housing is for workers only. No housing will be provided to non-workers. Male workers will be offered housing to share sleeping quarters, bath, common and cooking areas with only male workers. Female workers will be offered housing only to share sleeping quarters, bath, common and cooking areas with other female workers. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Laundry facilities are provided in the housing units.

Workers provided housing will be assigned to a specific housing unit by the employer, at the employer's sole discretion, and may occupy only the specific housing unit assigned. Housing arrangements may be changed by the employer during the period of employment to make the most efficient use of the housing facilities approved as described in this job order.

No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all times. Workers housed under the terms of this Clearance Order shall vacate the housing upon termination of employment.

Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The employer's "Farm Housing Rules and Agreement" is attached. Failure to comply with these rules may result in disciplinary action, up to and including removal from the housing and termination of employment.

Reasonable repair costs of damage other than that caused by normal wear tear will be deducted from the earnings of the workers found to have been responsible for willful, dishonest, or grossly negligent conduct resulting in damage to housing or furnishing.

j. Job Offer Information 10

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*) *

**** The employer will pay a wage 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.

The employer assures that accurate and adequate records will be kept, and that authorized representatives of the State Department of Labor, the worker and worker representatives will be given access to the records of the worker's earnings.

Payroll periods will be weekly. Thursday is the last day of the pay period and the hours are calculated the following week and a payroll check is issued on the Friday after the pay period ends.

More Details about the Pay: 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

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 - I

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

Stake Sorting: Pick up by hand individual stakes from a stake bundle. Strike the stake on the ground by hand to see if it breaks or makes a cracking sound. This will be done both visually and audibly. If the stake breaks both pieces are discarded and burned. If the stake makes the cracking sound the striking motion occurs again to see if it is cracked. Cracked stakes are also discarded and burned. If the stake is a good solid stake, it is kept separate in another pile and re-bundled for future use.

Stake Repair: The process of stake repairing can either be an individual or three-part group effort. The task is needed because the stakes that have been driven into the plant row and tied have been damaged due to several potential environmental or product factors. Stake repair is a manual task which can consist of straightening and re-driving the existing stake back to its original plumb position or completely installing and driving new stakes into the existing plant row. Depending on the stage of the crop when the stake damage occurs, the steps or process may be altered. Replacement stakes which could be new or used are loaded by hand onto the bed of a truck or trailer depending on the quantity needed. The individual or three-part group will walk the rows where the damage has occurred re-driving the leaning stakes back to their original plumb position. If the damage is severe and the stakes are broken, this process becomes a group effort. Part of the group removes by hand the loaded replacement stakes from the trailer or truck and stabs the replacement stake right beside each broken stake down the center of the bed. The other part of the group uses either a manual hammer, post type pipe driver or a pneumatic air hammer to drive the replacement stake to the proper depth within the row. The third part or total group picks the entire length of damaged stakes and plants which have been tied and stands them back up holding them against the newly driven replacement stakes. The broken stake is then tied to the replacement stake using tying twine provided. The necessary tools which could be a post type stake driver, 3 to four lb. hammer or a pneumatic air hammer used in the original staking operation and tying twine will be provided by the farm.

Tying: Attaching a small box of string to one's waist with belt and in one hand using a tying stick in the other hand, attach string to the tying stick. Then take the tying stick and looping string around the tomato stake and standing tomato plant between stakes and pulling string tight to hold the plant up between stakes. Continue process for each tomato stake and plant for entire tomato field on both sides of the tomato plant. This task will require the removal of empty boxes and trash from field at the end of the tying process.

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 - II

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

Harvesting of Tomatoes (Round, Cherry, Grape, Field Pack): Using a 24 quart bucket, remove mature tomatoes from the plant with both hands (also remove calyx and stem from tomato) and place into the bucket. Repeat the process on each plant until the tomato bucket is full. Then lift the bucket and place on your shoulder, stand upright and walk at a brisk pace until you reach the truck with tomato bins. Lift the bucket from your shoulder with both hands and hand it to the person next the tomato bin. The person next to the bin dumps the tomatoes into the bin and returns the bucket with a ticket in it. Save the ticket to keep count of how many buckets you pick. Field Pack harvest has same process, except return with bucket to the box truck. Repeat process. Excluding round tomato vine ripe harvesting.

Harvest Dumper: Harvest dumper is required to stand on top of; or on the side of, harvesting containers and receive full harvest buckets that are being tossed to the harvest dumper from the harvesting employees. Buckets weigh approximately 32-35 lbs. when filled with product (Round, Cherry and Grape tomato, Roma - FL ONLY) and will be dumped into various types of harvesting containers. After harvest dumper receives and empties the contents into the appropriate container; the harvest dumper will return the empty bucket to the harvesting employee placing a token inside the bucket for them to receive. The harvest dumper will monitor the cleanliness of the containers and remove any additional vegetation from produce inside the harvest containers and toss unwanted vegetation to the ground. As containers reach full capacity, the harvest dumper will stack, if needed, an additional container (weighing approximately 60 - 80 lbs) on top of the full container and continue the process.

Harvest, Loading, Packing & Unloading Watermelons: Instruction will be given for each task and standards of performance communicated to worker. Workers will be assigned a row or series of rows and required to select and choose produce according to criteria outlined and demonstrated by managers or supervisors such as size, coloring, and ripeness. They will be responsible for in-field grading and discarding of poor quality, rotting, and/or over-ripened produce. Workers will gently load the good quality produce into buses, taking care to avoid damage or bruising. Workers will unload buses and place fruit onto a conveyer belt to grade and then pack the fruit into boxes. Workers visually grade harvested produce and remove culls. Workers need to use both hands while unloading, grading, and packing fruit. Workers pack the graded produce in appropriate bins or boxes by hand. Filled boxes and cartons are stacked carefully by prescribed pattern and height onto pallets and secured by tape or strapping material. Workers may be responsible for picking up trash and other similar farm sanitation as part of SOPs and SSOPs within Good Agricultural Practices (GAPs), Good Handling Practices (GHPs), and Good Manufacturing Practices (GMPs) for Food Safety. Packing consists of unloading, grading and packing watermelons in boxes or bins. Units covered will be divided by number of workers on the crew times the pay rate.

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 - Job Duties Continued - III

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

Field Pack – Packing preparing buckets and trays; unloading full buckets of produce to grading table; sorting and grading produce; packing produce into trays. Safely stack trays onto pallets and unload pallets in the afternoon. Duties will also include maintaining a sanitary and safe work area; including removal of all used plastic and sweeping. Preparing the box truck for the next day's harvest

Pull Plastic: With both hands, grab all plastic and drip tape; remove it from the plant beds or field. Gathering plastic and drip tape to the ends of the field and/or walkways. Repeat process throughout entire field.

Plastic Load / Haul: Pick up bails of plastic and load onto truck to be delivered and then unloaded at the designated drop off area. Units covered will be divided by number of workers on the crew times the pay rate.

Post-Harvest Clean Up: The worker will be required to pick up by hand and place the post-harvest debris throughout the production area into containers provided. This clean-up includes digging out with shovel and picking up any broken stakes, plastic, or remaining trash and debris.

Cutting String (Twine): Worker is required to use a knife that is provided by employer and with hands to cut through sting from the top to the bottom of the plastic beds with a downward motion and cutting through sting wrapped around stakes that are standing in the rows. At every crossway the worker will stop and place string that has been collected and into a trash bag provide by employer and continue the process until each row assigned is completed for the day. Once completed for the day or bags are full worker must place bags of string at the end of the roadways.

Stake Puller Operation: Person riding on top of platform of the stake puller machine and guiding stakes as they fall from guide chain that removes stakes from ground as they drop into container sorting stakes. Once container is filled, worker runs straps around bundles and tightens straps before machine releases bundles at the end of the fields. Units covered will be divided by number of workers on the crew times the pay rate.

Hand Spray or Fertilize: Walk through fields with hand equipment, spraying or fertilizing as instructed. All required PPE will be provided.

Weeding: Walk through fields and weed as instructed.

n. Job Offer Information 14

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*) *

Windbreaks or Freeze Protection: These cultural practices may be requested by staff.

Labor Research: Research Labor consists of all previously listed production, harvest, and cleanup tasks. Because of the small acreage, hourly rates are paid for all tasks performed in the research plots.

Packinghouse Grader: Employees are expected to follow company grade standards which includes sorting by color, size and quality, keep work area clean, in a safe and responsible manner while following all safety rules and regulations. Employee must handle all produce in a manner that complies with the company's food safety program. While performing the duties of this job, the employee is regularly required to use hands to finger, handle and feel; grasp and throw. Employee must be able to add and subtract, follow oral and written directions and apply common sense understanding to carry out instructions. The employee is frequently required to stand; walk; sit; and reach with hands and arms. The employee must regularly lift and/or move up to 50 pounds. Specific vision abilities required by this job include vision, distance vision, and depth perception. The employee is required to climb stairs and move around in small spaces such as catwalks, behind and under belt lines. The employee is required to be aware of and be able to avoid forklift traffic.

Packinghouse Stacker: While performing the duties of this job, the employee is regularly required to use hands to finger, handle and feel; grasp and throw. The employee is frequently required to stand for long periods of time, reach with hands and arms. The employee must regularly lift and/or move up to 50 pounds. Specific vision abilities required by this job include vision, distance vision, and depth perception. The employee is required to climb stairs and move around in small spaces such as catwalks, behind and under belt lines. The employee is required to be aware of and be able to avoid forklift traffic.

Packinghouse Floor Crew: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; walk; sit; and reach with hands and arms. The employee must regularly lift and/or move up to 50 pounds. Employees are required to consistently push empty boxes down chutes. Clean work area of product on floor, and turn off filler machine to clear filler of box issue. The employee is required to climb stairs and move around in small spaces such as catwalks, behind and under belt lines. The employee is required to be aware of and be able to avoid forklift traffic.

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 - 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.

General Specifications and Physical Requirements of the Job:
The majority of the workday is spent on one's feet and outdoors. Workers rarely stand in one place for any period of time. Workers must be able to stand, sit, stoop, squat, kneel, crouch, bend, (from the waist), push, pull, reach, lift and carry items weighing up from 5 to 80 pounds in the course of performing required activities. Work is performed in outdoor agricultural fields and involves exposure to sun, wind, rain, soil, mud, dust, heat, cold and other natural elements. Worker must be able to withstand working in the direct sunlight, and weather conditions ranging from hot and humid weather, moderate rain and cold while performing their required job duties. Workers should come prepared wearing appropriate clothing and footwear for the environmental and working conditions described.

The work entails exposure to soil, plants, insects, and plant materials such as, but not limited to pesticides and fertilizers. The 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 protections standards as communicated by Supervisors and Farm Managers. Required posters will be placed at applications areas displaying date and time that re-entry is allowed. For the employer to ensure the highest level of food safety within its operation, workers must be able to listen to, understand the identification of, and follow verbal instructions by Company Supervisors and Managers when these required posters are in place.

p. Job Offer Information 16

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*) *

Stooping and Bending: This activity would be constant for the 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 work day. Worker comes to a standing position each time they complete a full bucket of tomatoes and carry it to the tomato bin. This can be anywhere from 5-10 times per hour depending on the production and the picking speed. Worker would be in a vertical position when going to and from the crate shed.

Considerable dexterity is necessary to harvest tomatoes. Worker would constantly handle crops using both hands to pick worker would be constantly using a reaching motion when harvesting. Reaching motion would always be towards the ground. Workers use pulling motion for hoeing and weeding.

Daily job assignments will be made by, and at the sole discretion of, the employer as the progression of the growing season dictates. Workers may not switch work at Company locations without 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 work day and/or on different days.

All safety rules and instructions must be meticulously observed throughout the work day. Each hired worker will receive by the first day of work, a copy of the applicable rules and policies. It is the workers responsibility to read thoroughly the rules and policies, and to secure assistance from the worker's assigned Farm Manager should the worker not understand anything published in the policies.

Non-workers will not be permitted at the work sites 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 work site, 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.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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 conditions. Workers will be provided a 30-minute lunch break on most days unless unforeseen circumstances necessitate working 5 hours or less on a work day.

r. Job Offer Information 18

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*) *