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 * Nursery Worker (Production/Shipping/Loading)

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	30	30	3. Begin Date * 8/15/2022	4. End Date * 10/16/2022

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 *

50	**a. Total Hours**	8.75	c. Monday	8.25	e. Wednesday	8.25	g. Friday
0	b. Sunday	8.25	d. Tuesday	8.25	f. Thursday	8.25	h. Saturday

7. Hourly work schedule *
a. 9 : 00 ☑ AM ☐ PM
b. 5 : 50 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 12.41	☑ HOUR ☐ MONTH	$ 00.00	See Addendum A for Piece Rates

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.)
See Addendum C

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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 50 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 *
625 West Keene Road

2. City *	3. State *	4. Postal Code *	5. County *
Apopka	Florida	32703	Orange

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
There are multiple worksites, all of which are owned/operated by the Petitioner, Dewar Nurseries, Inc. All worksites are within the same Orlando-Kissimmee, FL MSA. Single area of intended employment. Workers will not be assigned or contracted to any third party company.
See Addendum B for Additional Worksites and Addendum C for Item C.6. for Additional Place of employment Information such as directions to the worksites.

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 *
1776 Pembrook Drive

2. City *	3. State *	4. Postal Code *	5. County *
Orlando	Florida	32810	Orange

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Public Accommodation	15	30

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 NOT provide workers 3 meals per day. Employer-provided housing is furnished with cooking and kitchen facilities so that workers can prepare their own meals such as stove, sink, microwave, refrigerator and other items. Each Sunday, Employer transports H2A workers via bus to Walmart and a Mexican grocery store for food and other supplies. Housing will be provided at no cost only to non-commuting workers. "Non-commuting workers" are those workers (i.e. H-2A workers and similarly-employed U.S. workers) who, at time of employment offer, are not reasonably able to travel to and from the residence he/she occupies each work day. Housing will be provided to workers only. No person who is not an employee and has not been assigned housing will be permitted to occupy the housing.Per 655.122(d)(5), if it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the Employer will provide it to workers with families who request it.

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.)

See Addendum C

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.)

See Addendum C

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.)

Contact Patricia Dewar, Vice President, Sales (407)886-1188/800-329-1188 or pdewar@dewarnurseries.com Monday-Friday (9:00am EST to 6:00pm EST) or call the State Workforce Agency.

Must have legal authorization to work in the U.S.; All workers will be required to complete Form I-9 Employment Eligibility Verification per 8 CFR 274a and the Immigration Reform and Control Act of 1986. Dewar Nurseries Inc. will abide by the assurances set forth in 20 CFR 655.135 including but not limited to specific regulations regarding hiring practices, positive recruitment, compliance with all applicable Federal, State, and Local laws and all specific obligations set forth in subpart (a) through (1) for all workers who apply and/or are hired to perform the specific work described in this clearance order.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (407) 886-1188	pdewar@dewarnurseries.com

4. Website address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

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

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).

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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 §
Patricia	Dewar	
4. Title *		
Vice President, Sales		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		6/30/2022

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
	Apply Dry Fertilizer	$ 00 . 01	Piece Rate	Per Spoon
	Apply Grow Ring	$ 00 . 03	Piece Rate	Per Pot Size 6.5"
	Apply Grow Ring	$ 00 . 10	Piece Rate	Per pot size 10" and 2 gallon
	Apply Stick Tag, Mylar, and Band	$ 00 . 05	Piece Rate	Per Pot Size 4.5"
	Apply Stick Tag , Mylar, and Band	$ 00 . 10	Piece Rate	Per Pot Size 6" and 6.5"
	Attach Basket Hanger	$ 00 . 04	Piece Rate	
	Build Metal Racks with 3 shelves	$ 01 . 00	Piece Rate	
	Build Wooden Racks with 3 shelves	$ 05 . 00	Piece Rate	
	Cut Fruit with Hand Clippers	$ 00 . 02	Piece Rate	Per Pot Size 1 Quart
	Cut Fruit with Hand Clippers	$ 00 . 04	Piece Rate	Per pot size 1 gallon

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
	Cut Fruit with hand clippers	$ 00 . 08	Piece Rate	Per Pot Size Patio Pot
	Cut Rose	$ 00 . 01	Piece Rate	$0.015 Per Pot Size 1 Gallon
	Cut Rose	$ 00 . 02	Piece Rate	Per Pot Size 2 Gallon and 3 Gallon
	Fill up Pot with Soil by Hand and Put in Bed	$ 00 . 03	Piece Rate	Per pot size 1 gallon
	Fill up Pot with Soil by Hand and Put in Bed	$ 00 . 06	Piece Rate	Per pot size 2 gallon
	Fill up Pot with Soil by Hand and Put in Bed	$ 00 . 08	Piece Rate	Per pot size 10" and 3 Gallon
	Install Stake Into Pot	$ 00 . 01	Piece Rate	
	Plant Calla Lily	$ 00 . 02	Piece Rate	Per Pot size 4.5"
	Plant Calla Lily	$ 00 . 03	Piece Rate	Per pot size 6"
	Plant Daylily	$ 00 . 06	Piece Rate	Per pot size 1 gallon

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
	Plant hydrangea	$ 00 . 08	Piece Rate	per pot size 6.5 and 7"
	Plant hydrangea	$ 00 . 10	Piece Rate	per pot size 2 gallon
	Plant hydrangea	$ 00 . 12	Piece Rate	Per pot size 10"
	Plant Rose Bareroot	$ 00 . 01	Piece Rate	$0.013 per pot size 3 gallon
	Plant Rose Bareroot	$ 00 . 01	Piece Rate	$0.012 Per pot size 2 gallon
	Plant Rose Bareroot	$ 00 . 08	Piece Rate	Per pot size 1 gallon
	Plant Tree	$ 00 . 01	Piece Rate	$0.016
	Put tubes in pot	$ 00 . 02	Piece Rate	Per tube
	Remove and Replace plastic on house	$ 00 . 05	Piece Rate	per square foot
	Sleeve, tag and pot cover plant	$ 00 . 06	Piece Rate	per pot size 6"

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
	space easter lily	$ 00 . 02	Piece Rate	$0.028
	Space Plant	$ 00 . 01	Piece Rate	Per pot size 4.5"
	Space Plant	$ 00 . 01	Piece Rate	$0.015 per pot size 6"
	Space Plant	$ 00 . 01	Piece Rate	$0.015 per pot size 1 gallon
	Space Plant	$ 00 . 02	Piece Rate	per pot size 2 gallon and 3 gallon
	Tie stake to plant	$ 00 . 02	Piece Rate	per tie
	Cut Grow Rings	$ 00 . 02	Piece Rate	$0.0265 Per Pot Size 6" and 8"
	Cut Grow Rings	$ 00 . 03	Piece Rate	$0.0365 Per Pot Size 10"
	Cut, Plant and Hormodin Treat Cutting	$ 00 . 02	Piece Rate	$0.0265 Per Pot Size Cell Pack
	Fill up Pot with Soil by Hand and Put in Bed	$ 00 . 02	Piece Rate	$0.025 per pot size 6" and 6.5"

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
	Plant Cell Pack into pot	$ 00 . 01	Piece Rate	$0.0125 per pot size 1 gallon
	Apply strip tag to plant	$ 00 . 01	Piece Rate	$0.015
	Apply 1 weed disk and put 3 retainer pins	$ 00 . 04	Piece Rate	$0.045
	Apply an adhesive tag	$ 00 . 01	Piece Rate	$0.0125
	Produce, ship & load floral specialty (e.g. calla Lily, Chrysanthemum, ivy, Tulip etc.	$ 12 . 41	Hour	
	Produce, ship & load Perennials & Roses	$ 12 . 41	Hour	
	Produce, ship & load Tropicals (e.g. Allamanda, Crolon, and Bougainvllea)	$ 12 . 41	Hour	
	Produce, ship & load holiday plants	$ 12 . 41	Hour	
	Produce, ship & load fruits (e.g. berry, banana, cherry, kiwi, pomegranate, etc.)	$ 12 . 41	Hour	
	Plant perrenial cutting into cell pack	$ 00 . 00	Piece Rate	$0.0075 is the piece rate. Due to the field limitations, we could not list the full piece rate in the field.

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
	Plant Pothos	$ 00 . 00	Piece Rate	$0.0075 per cutting is the piece rate. Due to the field limitations, we could not list the full piece rate in the field.
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		

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 §
Dewar Nurseries, Inc.	251 East Keene Road Apopka, Florida 32703 ORANGE	See Addendum C for Item C.6. for Directions to Worksite	8/15/2022	10/16/2022	30
Dewar Nurseries, Inc.	2751 Marden Road Apopka, Florida 32703 ORANGE	See Addendum C for Item C.6. for Directions to Worksite	8/15/2022	10/16/2022	30
Dewar Nurseries, Inc.	608 West Keene Road Apopka, Florida 32703 ORANGE	See Addendum C for Item C.6. for Directions to Worksite	8/15/2022	10/16/2022	30
Dewar Nurseries , Inc.	632 West Keene Road Apopka, Florida 32703 ORANGE	See Addendum C for Item C.6. for Directions to Worksite	8/15/2022	10/16/2022	30
Dewar Nurseries, Inc.	3050 Britt Road Mount Dora, Florida 32757 LAKE	See Addendum C for Item C.6. for Directions to Worksite	8/15/2022	10/16/2022	30
Dewar Nurseries, Inc.	205 East Keene Road Apopka, Florida 32703 ORANGE	See Addendum C for Item C.6. for Directions to Worksite	8/15/2022	10/16/2022	30
Dewar Nurseries, Inc.	724 West Keene Road Apopka, Florida 32703 ORANGE	See Addendum C for Item C.6. for Directions to Worksite	8/15/2022	10/16/2022	30

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

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Public Accommodation	Extended Stay America, 1760 Pembrook Drive Orlando, Florida 32810 ORANGE	Housing will be furnished with beds, bedding, mattresses and living necessities, including kitchenette with stove, microwave, refrigerator and other items, and will be provided at no cost only to non-commuting workers. "Non-commuting workers" are those workers (i.e. H-2A workers and similarly-employed U.S. workers) who, at time of employment offer, are not reasonably able to travel to and from the residence he/she occupies each work day. Housing will be provided to workers only. SEE ADDENDUM C	15	30	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

Form ETA-790A Addendum B **FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-22165-279924 Case Status: Full Certification Determination Date: 07/15/2022 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*) *

Nursery Workers (Production/Shipping/Loading):

[60%] Manual tasks related to the production of nursery stock will include some combination of the following: Fill pots with soil and set them in the field/greenhouses; plant crops (plants) into pots and set them in the field/greenhouses; Open and close poly in houses for cold protection; Open and close frost protection cloth; cutting, pulling or removing and mowing weeds or grass; upgrade plants with sleeves, tags, pots, etc.; prepare fields for planting by clearing cull stock, brush and debris; planting seedlings or 'liners' by hand (including riding and inserting liners in a mechanical planter); hand digging, loading, unloading or transplanting bare-root nursery stock; straightening, tying, pruning and shearing trees and shrubs; moving irrigation equipment; spraying herbicides and insecticides and applying fertilizer; keep the production area clean and organized.

[40%] Manual tasks related to the shipping and loading of nursery stock will include some combination of the following:

Place plants into the isles or driveways for shipping; clean, water and put plants onto trucks/trailers; upgrade plants with sleeves, tags, pots, etc.; take inventory and grade plants, prepare trees and shrubs for digging by tying or wrapping as necessary; dig wrapping burlap or other covering around root balls and secured with twine and/or staples; crimp wire baskets; lift, carry and load nursery stock, plants and staged products that are ready to ship onto racks or trailers; unload, move, or load supplies, including wire baskets; set aside and put back all returned/bad plants to the field/greenhouses; push loaded racks onto trailers.

Perform work in the field with little to no supervision.

Plants must be handled carefully to ensure that minimal leaves, limbs and roots are not broken during digging, handling, wrapping and/or transplanting processes.

One (1) month of experience in agricultural and/or horticultural settings.

Workers should be able to work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers are exposed to wet weather early in the morning through the heat of the day, working in fields. Temperatures may range from 25 F to 100 F. Workers may be required to work during occasional showers not severe enough to stop field operations. Workers should be physically able to do the work required with or without reasonable accommodations. Saturday work required. Must be able to lift/carry 50 lbs.

Employer assures that non-commuting workers will be provided transportation from living quarters to work site every day (for workers who must be provided housing under the applicable regulations).

Candidates seeking employment as experienced nursery worker must be available for the entire period requested by the employer. Workers hired pursuant to this job order will be subject to a trial period of up to 14 business days during which their performance of required tasks will be evaluated. If the performance during the trial period is not acceptable to the employer, the worker's employment will be terminated.

All terms and conditions included in the job order will apply equally to all workers, both U.S. workers and H-2A workers, employed in the occupation described in this clearance order, unless specifically exempted (i.e. federal/state tax, etc.).

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay

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

Deductions for FICA and federal/state tax withholding, and deductions including court-ordered child support, garnishments and liens, and any other such legally-required deductions will be made in individual circumstances as required by law. All deductions will be made in accordance with FLSA regulations. Advances and/or loans made to workers, if any, may be repaid by pre-authorized payroll deductions. The employer does not envision other uniform workforce-wide payroll deductions. Reasonable repair costs of damage to housing other than that caused by normal wear and tear will be charged to workers found to have been responsible for such damage to housing.

Per IRS and state tax regulations, certain Federal/State Tax or Social Security withholding may not be applicable to foreign agricultural workers with valid H-2A visa authorization.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

One (1) month of experience in agricultural and/or horticultural settings. Workers should be able to work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers are exposed to wet weather early in the morning through the heat of the day, working in fields. Temperatures may range from 25 F to 100 F. Workers may be required to work during occasional showers not severe enough to stop field operations. Workers should be physically able to do the work required with or without reasonable accommodations. Saturday work required. Must be able to lift/carry 50 lbs. Workers hired pursuant to job order will be subject to a trial period of up to 14 business days.If the performance during the trial period is not acceptable to the employer, the worker's employment will be terminated.

d. Job Offer Information 4

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*) *

Housing will be furnished with beds, bedding, mattresses and living necessities, including kitchenette with stove, microwave, refrigerator and other items, and will be provided at no cost only to non-commuting workers. "Non-commuting workers" are those workers (i.e. H-2A workers and similarly-employed U.S. workers) who, at time of employment offer, are not reasonably able to travel to and from the residence he/she occupies each work day. Housing will be provided to workers only. SEE ADDEND C

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

Transportation and reasonable subsistence will be provided by the employer at no cost to the worker from the place of employment to the place from which the worker came to work for the employer:

1. Employer agrees to reimburse inbound transportation and subsistence expenses ($14.00 per day minimum to a maximum of $59.00 per day, or the current minimum and maximum amount of money that workers will receive for daily subsistence when traveling to and from the place of employment... SEE ADDEND. C

f. Job Offer Information 6

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

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

Transportation and reasonable subsistence will be provided by the employer at no cost to the worker from the place of employment to the place from which the worker came to work for the employer:

1. Employer agrees to reimburse inbound transportation and subsistence expenses ($14.00 per day minimum to a maximum of $59.00 per day, or the current minimum and maximum amount of money that workers will receive for daily subsistence when traveling to and from the place of employment under. SEE ADDEN

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

No person who is not an employee and has not been assigned housing will be permitted to occupy the housing.

Per 655.122(d)(5), if it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the Employer will provide it to workers with families who request it.

The employer attests that such rental & public accommodations complies with all local, state, or federal housing safety standards pursuant to 20 CFR 655.122(d)(1)(ii). Any charges for rental housing will be paid directly by the employer to the owner or operator of the rental and/or public accommodation unit(s).

If one has not already been performed at the time of this filing, Dewar Nurseries, Inc. requests a timely inspection of rental and/or public accommodations by representatives of the State Workforce Agency, the State Health Department and/or the U.S. Employment and Training Administration to verify the condition of such housing so as to ensure that all worker housing meets standards not later than 30 days prior to occupancy.

Workers occupying the housing will be responsible for maintaining the housing and their living quarters in a neat, clean manner and in compliance with Work Rules which will be provided upon hiring and are attached hereto and incorporated by reference in this Application. Failure to comply with these rules will result in disciplinary action as described in the Work Rules.

Workers will be assigned to employer-provided housing by a designated company manager and must occupy the quarters assigned to them. Women workers will be provided with sleeping facilities and bathroom/toilet facilities shared only with other female workers.

h. Job Offer Information 8

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions- A.8.B. and A. 8.E.Wage Rates, Special Pay (2

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

Items A.8.B. and A. 8.E. Wage Rates and Special Pay (2 of 3)

In the event the USDOL decreases the stated AEWR for any reason during the pendency of the employer's positive recruitment and term of labor certification in the instant application, the employer will correspondingly reduce his offered/paid hourly wage rate so long as the newer lower AEWR remains the highest of the aforementioned rates in effect at the time the work is performed. In the event the state workforce agency promulgates an hourly wage rate higher than the federal AEWR which is subsequently superseded by a prevailing wage rate identified by an industry- or employer-provided countervailing survey, accepted and approved by the USDOL, the employer reserves the right to pay the lower rate at his discretion but in any case not less than the highest of the aforementioned rates in effect at the time the work is performed.

Per 20 C.F.R. 655.122(o), if, before the expiration date specified in this clearance order, 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 accordance with law. In the event of such contract termination, the employer will fulfill the three-fourths guarantee for the time that has elapsed from the first day of employment to the time of its termination as described in 20 C.F.R. ? 655.122(i)(1). The employer is not liable for payment of the three-fourths guarantee to an H-2A worker who the Certifying Officer certifies is displaced because of the employer?s requested compliance with the 50 percent rule described in 20 C.F.R. 655.135(d) with respect to referrals made during that period (i.e. the employer must provide employment to any qualified, eligible U.S. worker who applies to the employer until 50 percent of the period of the work contract has elapsed).

If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A 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, disregarding intervening employment, departed to work for the employer (even if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in ? 655.135(d) of this subpart with respect to the referrals made after the employer's date of need); OR

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

The employer will provide without charge all tools, supplies and equipment necessary to perform duties assigned.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions- A.8.B. and A. 8.E.Wage Rates, Special Pay (3

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

Per 20 C.F.R. 655.122(n), if the worker voluntarily abandons employment before the end of the job order period or is terminated for job related reasons or misconduct, the employer will notify Department of Labor (DOL) and Department of Homeland Security (DHS) in writing not later than two (2) working days after such abandonment occurs; five (5) consecutive workdays of unexcused absences shall constitute abandonment of employment. The employer will not be responsible for providing or paying return transportation and subsistence expenses of the worker and the worker is not entitled to the three-quarter guarantee described above.

The employer will advise H-2A visa beneficiaries of their responsibility to return to their country of origin, or to subsequent employment-authorized work, at the end of the term of employment per 20 C.F.R. 655.135(i).

The employer prohibits the payment of recruitment fees by workers. If a worker is asked to pay such a fee or has actually paid such a fee, he or she shall inform the employer immediately so that employer may take appropriate action.

Employer will provide workers' compensation covering injury and disease arising out of and in the course of worker's employment. Proof of worker's compensation insurance will be provided to the certifying officer prior to the certification date pursuant to 20 C.F.R. 655.122(e).

j. Job Offer Information 10

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.8.B. to A. 8.E.Wage Rates, Special pay (1

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

A.8.B.to A.8.E. Wage Rates and Special Pay (1 of 3)

The employer will offer, advertise in its recruitment, and pay a wage that is the highest of the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage or piece rate, agreed upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time work is performed.

Piece Rate: When the worker is paid on a piece rate basis, which is the prevailing piece rate for the activity in the area of intended employment, and at the end of the pay period, the piece rate does not result in average hourly earnings equal to the guaranteed minimum hourly rate specified on Item 17, the worker will receive make-up pay to the guaranteed minimum hourly rate of $12.41. Piece rates are attached hereto as part of the addendum.

Special Pay: Working extended periods of time while it is raining and fertilizing using injectors in the morning, will receive a special pay rate at 1.5 times the regular $12.41 hourly rate of pay for actual time worked.

The employer guarantees to offer the workers employment for at least 3/4 of the work hours of the total period during which the work order and all extensions thereof are in effect, beginning with the first work day after the arrival of the workers at the place of employment and ending on the termination date specified in the work order or its extension, if any. If the employer offers the worker during such period less employment than required under this provision, the worker will be paid the amount he/she would have earned had he/she, in fact, worked for the guaranteed number of hours. Any employee who is terminated for cause for will not be entitled to this guarantee. See attached Work Rules.

The employer agrees to make earnings records and statements available for inspection and transcription upon request in accordance with the requirements of 20 CFR 655.122(j), and to retain such records for a period of not less than three (3) years after the date of certification.

Each worker will be paid individually by check available on Friday. The payroll period is weekly and calculated from Sunday to Saturday. The employer will furnish to the worker, on or before each payday, one or more written statements showing the worker's total earnings for the pay periods, the beginning and ending dates of the pay period, the worker's hourly rate and/or piece rate of pay, the units produced daily (if paid by piece rate), the hours of employment which were offered to the worker (broken out by the hours offered in accordance with and over and above the 3/4 guarantee), the hours actually worked by the worker, an itemization of all deductions that the employer has made from the worker's wage, and the employer's name, address and FEIN.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.8.D. and A. 8.E. PIECE RATES

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

PIECE RATES
(***We also list these same piece rates in Addendum A - Crops and/or Agricultural Activities***)

TASK	POT SIZE	RATE
Apply Strip Tag to Plant		$0.015
Apply 1 Weed Disk and Put 3 Retainer Pins		$0.045
Apply an Adhesive Tag		$0.0125
Apply Dry Fertillzer		$0.01 per spoon
Apply Grow Ring 6.5"		$0.03
Apply Grow Ring 10" and 2 Gallon		$0.10
Apply Stick Tag, Mylar, and Band 4.5"		$0.05
Apply Stick Tag, Mylar, and Band 6" and 6.5"		$0.10
Attach Basket Hanger		$0.04
Build Metal Racks with 3 Shelves		$1.00
Build Wooden Racks with 3 Shelves		$5.00
Cut Fruit with Hand Clippers 1 Quart		$0.02
Cut Fruit with Hand Clippers 1 Gallon		$0.04
Cut Fruit with Hand Clippers Patio Pot		$0.08
Cut Grow Rings 6" and 8"		$0.0265
Cut Grow Rings 10"		$0.0365
Cut Rose 1 Gallon		$0.015
Cut Rose 2 Gallon and 3 Gallon		$0.02
Cut, Plant, and Hormodin Treat Cutting Cell pack		$0.0265
Fill up Pot with Soil by Hand and Put in Bed 6" and 6.5"		$0.025
Fill up Pot with Soil by Hand and Put in Bed 1 Gallon		$0.03
Fill up Pot with Soil by Hand and Put in Bed 2 Gallon		$0.06
Fill up Pot with Soil by Hand and Put in Bed 10" and 3 Gallon		$0.08
Install Stake into Pot		$0.01
Plant Calla Lily 4.5"		$0.02
Plant Calla Lily 6"		$0.03
Plant Cell Pack into Pot 1 Gallon		$0.0125
Plant Daylily 1 Gallon		$0.06
Plant Hydrangea 6.5 and 7"		$0.08
Plant Hydrangea 2 Gallon		$0.10
Plant Hydrangea 10"		$0.12
Plant Perrenial Cutting into Cell Pack		$0.0075
Plant Pothos		$0.0075 per cutting

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A. 8A. WORK RULES (3 OF 3)

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

30. Job abandonment: Failure to report for work at the regularly schedule time for five (5) consecutive working days WILL NOT BE TOLERATED.

VIOLATION OF THESE WORK RULES MAY BE CAUSE FOR IMMEDIATE TERMINATION.

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 - A.6 and A.7 - Hours Per Day and Week

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

Employer will offer 50 working hours/week, weather and crop conditions permitting. Hours will be offered:

Monday 8.75
Tuesday 8.25
Wednesday 8.25
Thursday 8.25
Friday 8.25
Saturday 8.25

There will be two work shifts each day: SHIFT 1 is from 9:00am EST to 5:50pm EST (includes unpaid, uninterrupted 30-minute lunch break) SHIFT 2 is from 1:00pm EST to 9:50pm EST (includes unpaid, uninterrupted 30-minute dinner break). Employer will assign shifts after consulting with each employee but retains discretion for assigning shifts as needed. The worker may be requested, but not required, to work as much as 12 hours per day and/or on the worker's Sabbath, depending on weather and other conditions. Extreme heat, cold or drought may affect working hours. Worker will report to work at designated time and place as directed by employer each day.

Anticipated Range of Hours for Different Seasonal Activities

As a general matter, working hours will be divided between nursery stock, field grown trees, shrubs and plants production depending on employer's need. Given that the demands of agricultural production are unpredictable and driven by factors including weather, crop conditions, market demands and seasonal task needs and numerous other factors, it is impossible to predict with any degree of accuracy what percentage of time will be dedicated to specific tasks described .

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8A. WORK RULES (2 OF 3)

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

10. Workers living in employer's housing may have guests on housing premises so long as there is no behavior hurtful to others. No persons, other than workers assigned by employer to a room, may sleep in any room. VIOLATIONS WILL NOT BE TOLERATED.

11. Workers may not deliberately restrict production. VIOLATIONS WILL NOT BE TOLERATED.

12. No worker may verbally or physically threaten another worker, the farmer or any supervisor with any tool or weapon. VIOLATIONS WILL NOT BE TOLERATED.

13. Fighting on the employer's premises, including housing premises, at any time, WILL NOT BE TOLERATED.

14. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer. VIOLATIONS WILL NOT BE TOLERATED.

15. Stealing from fellow workers or from the employer WILL NOT BE TOLERATED.

16. Workers may not falsify identification, personnel, medical, production or other work-related records. VIOLATIONS WILL NOT BE TOLERATED.

17. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees. VIOLATIONS WILL NOT BE TOLERATED.

18. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use. VIOLATIONS WILL NOT BE TOLERATED.

19. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. VIOLATIONS WILL NOT BE TOLERATED.

20. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer immediately. VIOLATIONS WILL NOT BE TOLERATED.

21. Workers must follow supervisor's instructions.

22. Workers may not commit acts of insubordination - failure to regard authority. VIOLATIONS WILL NOT BE TOLERATED.

23. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must obey all rules posted by the owners in the living accommodations. VIOLATIONS WILL NOT BE TOLERATED.

24. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.

25. Workers must work continuously until their 10 minute (paid) break periods, which occur from 10:00AM to 10:10AM, from 3:00PM to 3:10PM, and from 8:00PM to 8:10PM. Employer will provide workers reasonable opportunities during the workday to drink water and use toilet and handwashing facilities to avoid heat exhaustion and illnesses.

26. Lunch break happens at either 12:00PM to 12:30PM or from 12:30PM to 1:00PM. This time is not paid by the employer.

27. Dinner break, if applicable, happens at either 8:00PM to 8:30PM or from 9:00PM to 9:30PM. This time is not paid by the employer.

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 - A.8A. WORK RULES (1 of 3)

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

WORK RULES

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, would be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

VIOLATION OF THESE WORK RULES MAY BE CAUSE FOR IMMEDIATE TERMINATION.

1. Workers must perform their assigned work and work assigned hours in a careful, workmanlike manner. Sloppy work WILL NOT BE TOLERATED.

2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. The use or possession of unlawful drugs, or the unlawful use of lawful drugs, WILL NOT BE TOLERATED.

3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. Excessive absences are defined as 3 or more unexcused absences in a 90-day period VIOLATIONS WILL NOT BE TOLERATED. Workers must report at assigned time and place each workday as directed by the grower or supervisor. VIOLATIONS WILL NOT BE TOLERATED.

4. Workers shall maintain and keep the living quarters provided to them in compliance with OSHA 1910.142 Standards as posted in the housing and in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas clean and in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor. VIOLATIONS WILL NOT BE TOLERATED.

5. Workers living in employer's housing assigned to beds may not move beds, as floor space in sleeping rooms is needed by all occupants. VIOLATIONS WILL NOT BE TOLERATED.

6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. VIOLATIONS WILL NOT BE TOLERATED.

7. Workers must not drop paper, cans, bottles and other trash in fields, greenhouses, packing house, or on housing premises. Trash and waste receptacles must be used. VIOLATIONS WILL NOT BE TOLERATED.

8. Workers may not take unauthorized breaks from work. VIOLATIONS WILL NOT BE TOLERATED.

9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge. VIOLATIONS WILL NOT BE TOLERATED.

p. Job Offer Information 16

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - C.6 Addl Info - Place of Employment

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

ADDRESS AND DIRECTIONS TO WORKSITES FROM THE HOUSING FACILITIES

TO W. KEENE RD WORKSITES:
From Extended Stay America Housing locations

Start out going west on Summit Tower Blvd toward Maitland Summit Blvd; Turn right onto Maitland Summit Blvd; Turn left at the first cross street onto FL-414 W/Maitland Blvd; Take the Keene Rd exit, EXIT 6; Turn left onto E Keene Rd.

TO MARDEN RD. WORKSITE
From Extended Stay America locations

Start out going west on Summit Tower Blvd toward Maitland Summit Blvd; turn right onto Maitland Summit Blvd; Turn left at the first cross street onto FL-414 W/Maitland Blvd; Take the Keene Rd exit, EXIT 6; Turn left onto E Keene Rd; Turn left onto Marden Rd.

TO BRITT ROAD WORKSITE:
From Extended Stay America locations

Start out going west on Summit Tower Blvd toward Maitland Summit Blvd; turn right onto Maitland Summit Blvd; Turn left at the first cross street onto FL-414 W/Maitland Blvd; use the left two lanes to take the Orange Blossom Tr. Exit; turn left onto SR 429 Connector Rd; turn right onto US-441 N; turn right onto Wolf Branch Rd; turn left onto Britt Rd.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

DEWAR NURSERIES WORK RULES (See Attachment)

The "Dewar Nurseries Work Rules" are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, would be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

VIOLATION OF THESE WORK RULES MAY BE CAUSE FOR IMMEDIATE TERMINATION.

(SEE DEWAR NURSERIES WORK RULES ATTACHMENT FOR COMPLETE LIST)

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*) *