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 & Laborers, Crop

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	30	30	3. Begin Date * 8/15/2022	4. End Date * 5/15/2023

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 : 30 ☑ AM ☐ PM
b. 2 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 12.41	☑ HOUR ☐ MONTH	$ 00.00	See addendum C for additional Infomation

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

H-2A Case Number: H-300-22166-284301 Case Status: Full Certification Determination Date: 07/11/2022 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 30 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 *
7364 S Ferris Grove Drive

2. City *	3. State *	4. Postal Code *	5. County *
Floral City	Florida	34436	Citrus

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
Grower: Ferris Farms; These 30 workers will work at both the Ferris Farms work site and 5-0 Blueberry Farm from 8/15/2022 - 5/15/2023 harvesting strawberries and blueberries.

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

D. Housing Information

1. Housing Address/Location *
7364 South Ferris Groves Dr.

2. City *	3. State *	4. Postal Code *	5. County *
Floral City	Florida	34436	Citrus

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Migrant Labor Camp	2	44

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)* *
Please note: Permit #09-52-00001 includes several different housing addresses for a total of 44 occupants, however, this housing location will be used to house 10 workers from this petition.

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

E. Provision of Meals

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

Employer will provide free and convenient cooking and kitchen facilities to workers living in employer provided housing which will enables workers to prepare their own meals. The employer will provide transportation once per week for workers to local bank, laundry facility and grocery store.

Spanish:
El empleador proporcionara instalaciones de cocina y cocina gratuitas y convenientes a los trabajadores que viven en la vivienda proporcionada por el empleador, lo que permitira a los trabajadores preparar sus propias comidas. El empleador proporcionara transporte una vez por semana para los trabajadores al banco local, lavanderia y tienda de comestibles.

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.)

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.

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.)

See Addendum C

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (863) 293-9888	N/A

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

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   B. Transportation from Place of Employment (Outbound)

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

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

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

C. Daily Transportation

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

D. Compliance with Transportation Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Martin	Keri	D
4. Title *		
Secretary/Treasurer		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		6/17/2022

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.

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

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

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
STR	Strawberry	$ 12 . 41	Hour	Strawberry Harvest - $12.41 per hour guaranteed. Harvest Processing Strawberries - $12.41 per hour guaranteed. Harvest Juice Strawberries - $1.75 per 8 Lb. clam shell flat or $1.75 per 12 pints open flat; $12.41 per hour guaranteed.
BBR	Blueberry	$ 12 . 41	Hour	Blueberries $4.00 per 6 lb bucket; $.667/Lb. per 6 Lb. Bucket (minimum 1.99 1-gallon buckets per hour); $12.41 per hour guaranteed
GFL	General Farm Labor	$ 12 . 41	Hour	Runner Cutting/Trimming - $12.41 per hour guaranteed. Freeze Protection Activities - $12.41 per hour guaranteed. Drip-tape Hook Up - $12.41 per hour guaranteed Strawberry Planting - $0.01 per plant or $12.41 per hour guaranteed. Weeding - $12.41 per hour guaranteed. Plastic and Drip-tape Removal - $12.41 per hour guaranteed. Lug Washers - $12.41 per hour guaranteed General Farm Labor $12.41 per hour guaranteed
		$.		
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		$.		
		$.		

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

H-2A Case Number: H-300-22166-284301 Case Status: Full Certification Determination Date: 07/11/2022 Validity Period: _____ to _____

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 §
5-D Blueberry Farms, Inc.	5505 Green Swamp Road Clermont, Florida 34714 LAKE	Blueberries/GFL	8/15/2022	5/15/2023	30

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

H-2A Case Number: H-300-22166-284301 Case Status: Full Certification Determination Date: 07/11/2022 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	7890 E Brooks Lane Floral City, Florida 34436 CITRUS	Please note: Permit #09-52-1405027 includes several different housing addresses for a total of 63 occupants, however, this housing location will be used to house 4 workers from this petition.	2	63	☑ Local ☑ State ☑ Federal
Migrant Labor Camp	7830 Brooks Ln Floral City, Florida 34436 CITRUS	Please note: Permit #09-52-1405027 includes several different housing addresses for a total of 63 occupants, however, this housing location will be used to house 5 workers from this petition.	2	63	☑ Local ☑ State ☑ Federal
Migrant Labor House	7821 Verne Road Floral City, Florida 34436 CITRUS	Please note: Permit #09-52-1405027 includes several different housing addresses for a total of 63 occupants, however, this housing location will be used to house 5 workers from this petition.	2	63	☑ Local ☑ State ☑ Federal
Migrant Labor House	7843 Verne Road Floral City, Florida 34436 CITRUS	Please note: Permit #09-52-1405027 includes several different housing addresses for a total of 63 occupants, however, this housing location will be used to house 6 workers from this petition.	2	63	☑ Local ☑ State ☑ Federal
					❑ 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.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*) *

SEE ADDENDUM C

All of the jobs associated with this employment are paid by the piece rate, however, $12.41 per hour (or a higher or lower AEWR in effect at the time the work is performed). The prevailing wage rate is guaranteed as a minimum for all hours worked during a pay period. If the workers total pay for the pay period from piece-rate earnings and hourly wages divided by his total hours worked during that pay period results in average hourly earnings of less than the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate. The workers employed under the piece rate system, after the first 6 working days, will be expected to average not less than the production standards identified in this application.

b. Job Offer Information 2

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

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

SEE ADDENDUM C

a. Termination: Employer may discipline and/or terminate the worker 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 is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) or other job-related reasons; (f) falsifies identification, personnel, medical or other work-related records; (g) commits acts of insubordination; (h) employer is made aware of a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law will impair the safety and living conditions of other workers.

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 employer. All referrals are to be made to Janette Morales at 400 Eagle Lake Loop Rd., Winter Haven, Florida Telephone: 863-293-9888 ext. 228. Collect calls will not be accepted. Walk-in applicants will be accepted. The office hours are Monday thru Friday from 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer. All interstate applicants are encouraged but not required to first contact the nearest [one-stop] career center prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, an application may be sent to the employer or a telephone interview may be requested. The employer will contact all applicants who have submitted an application by phone to conduct an interview. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer and workers must have transportation to the designated pickup location. All hired referred and walk-in applicants must bring with them original documentation of identity and employment eligibility documents (original documents only), sufficient to complete the I-9 Form within 3 days of employment. All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation.

d. Job Offer Information 4

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

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

For workers residing in the employers housing, the employer will provide transportation between the workers living quarters, and the employers worksite and return without cost to the worker. Workers will be picked up by employer provided transportation (bus) at the leased housing and taken to work site(s). The employer assures that all employer provided transportation meets all applicable local, state and federal requirements.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

Blueberry Harvesting: Each worker will be assigned an identification card with the workers employment number. The worker will keep the picking identification card throughout the workday. Workers will receive a hooked belt and carry 2 picking buckets. Workers will move down assigned rows picking all ripe berries and placing them into the buckets. Each worker must pick the plants clean of all ripe fruit, and only place good berries into the bucket, according to very high-quality standards as set forth in the Company's food safety policy and standard operating procedures. Each worker shall handle berries carefully to avoid bruising. Bruising will weaken the berry. Each harvesting worker is expected to move with the crew from row to row to maintain the efficiently level. Upon completion of assigned row, the worker will move to the next vacant row to be picked. Upon completion of each bucket picked, the worker will take his/her bucket to the crate shed to be weighted and receive a new bucket. If worker does not fill his/her bucket, he/she will be returned to the field to finish filling the bucket. Harvester may receive a disciplinary notice if the quality of work becomes an issue. At the end of the workday, each worker will be present all their tokens to their supervisor. The supervisor will total each harvester's tokens. This will determine how many buckets each worker has picked for the specific workday.

f. Job Offer Information 6

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

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

General clean-up of Grove property and housing for harvesting workers: Workers on physical work restrictions or when harvesting work is not available is not available may be required to perform miscellaneous cleanup work on the grove property, on structures utilized in the grove operation, and on housing for harvesting workers. Such clean-up activities include the sprouting, pruning, and planting of trees/plants. Debris, weed and vine removal: irrigation repair; housing and structure cleaning and repair; general grove clean-up as required. Weeding: Workers will remove weeds by use of a hoe from the walkway and remove all weeds growing around plants by hand. Workers will remove weeds from growing area, by raking piles of debris and dispose of it as instructed. Workers will be paid the highest of the adverse effect wage rate, the prevailing wage rate, or the applicable minimum wage rate for the time spent performing such clean-up work. Worker will be provided a one-day (6-hour) training. Must be able to maintain the production standard indicated in the petition after the one-day training and 6-day acclimation period.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

Strawberry planting: While carrying a bag of strawberry plants, worker will walk down row, while bending, and place one or two plants into each hole in the plastic as instructed and firm dirt around plant. Strawberry harvest: Workers will move down assigned rows picking all ripe berries, grading berries while harvesting, taking care to sort and pack containers by size, shape, color, quality, and quantity as directed. Each worker must pick the plants clean of all ripe fruit, sort, and pack all good berries into specified containers, within the box, according to very high-quality standards as set forth in the Company's food safety policy and standard operating procedures. Bad berries will be packed or disposed of as determined by the supervisor. Each worker shall handle berries carefully to avoid bruising. Bruising will weaken the berry. Each harvesting worker is expected to move with the crew from row to row and maintain the efficiently level. Upon completion of each box picked, the worker will take his/her packed box to the crate shed to be viewed for grade and receive a new box with containers. Any containers that are over or under packed, or consist of poor-quality fruit, will be returned to the worker for repacking. Upon completion of assigned row, the worker will move to the next vacant row to be picked. Harvester may receive disciplinary notice if quality continues to be an issue. Runner Cutting/Trimming: Worker will walk down assigned row as instructed and cut/trim runners, leaves and blooms as directed from each strawberry plant, as necessary. Freeze Protection Activities: May assist regardless of the time of the day, in keeping overhead irrigation rain birds free of ice during freezing weather. Drip-tape Hookup: Workers will be required to cut drip-tape at end of bed as instructed and hook up drip-tape to main water line. Weeding: Workers will remove weeds by use of a hoe from the walkway and remove all weeds growing around plants by hand. Workers will remove weeds from the growing area, by raking piles of debris and dispose of it as instructed. Plastic Drip-tape Removal: Unhook drip-tape from main water line, walk down row while pulling plastic down the bed until it is completely removed. Take removed plastic to proper disposal or burning station, as instructed.

h. Job Offer Information 8

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

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

Cosecha de Arndano: A cada trabajador se le asignar una tarjeta de identificacin con el nmero de empleo del trabajador. El trabajador conservar la cdula de recoleccin durante toda la jornada laboral. Los trabajadores recibirn un cinturn con gancho y llevarn 2 cubetas de recoleccin. Los trabajadores bajarn por las filas asignadas recogiendo todas las bayas maduras y colocndolas en las cubetas. Cada trabajador debe recoger las plantas limpias de toda la fruta madura y colocar solo bayas buenas en la cubeta, de acuerdo con los estndares de muy alta calidad establecidos en la poltica de seguridad alimentaria y los procedimientos operativos estndar de la Compaa. Cada trabajador deber manipular las bayas con cuidado para evitar magulladuras. Los moretones debilitarn la baya. Se espera que cada trabajador de la cosecha se mueva con la cuadrilla de fila a fila para mantener el nivel de manera eficiente. Una vez completada la fila asignada, el trabajador pasar a la siguiente fila vacia que se seleccionar. Al finalizar cada cubeta recogida, el trabajador llevar su cubeta al cobertizo de cajas para pesarlo y recibir una cubeta nueva. Si el trabajador no llena su cubeta, ser devuelto al campo para terminar de llenar la cubeta. El trabajador puede recibir un aviso disciplinario si la calidad del trabajo se convierte en un problema. Al final de la jornada laboral, cada trabajador presentar todas sus fichas a su supervisor. El supervisor totalizar las fichas de cada recolector. Esto determinar cuntos cubos ha elegido cada trabajador para el da laboral especfico.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Los trabajadores se examinan para el cumplimiento de los siguientes criterios: a) confirmar la capacidad, disponibilidad, cualificaciones y disposicion para realizar el trabajo descrito y confirmar la intencion de trabajar toda la temporada; b) los trabajadores locales confirman la disponibilidad y el transporte diario confiable hacia y desde el lugar de trabajo durante toda la temporada. Los trabajadores no locales confirman la disponibilidad de transporte al trabajo para comenzar a trabajar; c) confirmacion de la divulgacion completa de todos los terminos, condiciones y naturaleza del trabajo; d) confirmacion de cualificaciones legales para trabajar en los Estados Unidos. El empleador puede despedir al trabajador (extranjero y/o domestico) con notificacion al servicio de empleo si el empleador descubre un antecedente penal de condena o estatus como delincuente sexual registrado que el empleador cree razonablemente, de conformidad con la ley actual, perjudicara la seguridad y las condiciones de vida de otros trabajadores. Se alienta a todas las referencias a ponerse en contacto con su centro de carrera mas cercano para la seleccion previa al empleo antes de comunicarse con el empleador. Todas las referencias se deben hacer a Janette Morales en 400 Eagle Lake Loop Rd., Winter Haven, Florida Telephone: 863-293-9888 ext. 228. No se aceptaran llamadas de recogida. Se aceptaran solicitantes a pie. El horario de oficina es de lunes a viernes de 9:00 a.m. a 11:00 a.m. y de 1:00 p.m. a 3:00 p.m. Todos los solicitantes interestatales locales pueden solicitar directamente al empleador. Todos los solicitantes interestatales son alentados, pero no estan obligados a ponerse en contacto primero con el centro de carrera mas cercano antes de ponerse en contacto con el empleador para cualquier informacion actualizada sobre el trabajo antes de la remision. Para las referencias de mas alla de la distancia de desplazamiento normal, se puede enviar una solicitud al empleador o se puede solicitar una entrevista telefonica. El empleador se pondra en contacto con todos los solicitantes que hayan presentado una solicitud por telefono para realizar una entrevista. Antes de la remision, cada trabajador debe leer o leerles una copia de la Oferta de Empleo y que entienda todos los terminos y condiciones de empleo como se senala en el pedido. Tambien se debe informar a todos los trabajadores de que se espera que trabajen durante el periodo total de empleo como se indica en la Oferta de Empleo y deben estar disponibles para trabajar en cualquiera de las actividades laborales enumeradas a discrecion del empleador y los trabajadores deben tener transporte al lugar de recogida designado. Todos los solicitantes referidos y a pie contratados deben traer consigo la documentacion original de los documentos de identidad y elegibilidad para el empleo (solo documentos originales), suficiente para completar el Formulario I-9 dentro de los 3 dias posteriores al empleo. Todos los trabajadores de la distancia de desplazamiento normal reclutados contra esta orden de trabajo no recibiran alojamiento y transporte.

j. Job Offer Information 10

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

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

Para los trabajadores contratados mas alla de la distancia de desplazamiento normal, despues de completar el 50 por ciento del periodo del contrato de trabajo, el empleador reembolsara al trabajador los costos incurridos por el trabajador para el transporte y la subsistencia diaria, segun lo requerido por las regulaciones de DOL, desde el lugar desde el cual el trabajador ha venido a trabajar para el empleador hasta el lugar de empleo.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Spanish Daily subsistence/ Subsistencia Diaria

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

La subsistencia diaria durante el viaje sera no menos de $14.00 por dia sin recibos y hasta $59.00 por dia con recibos como el monto maximo a ser reembolsado. Si el trabajador completa el periodo del contrato de trabajo, el empleador proporcionara o pagara el transporte del trabajador y la subsistencia diaria desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo interviniente, vino a trabajar para el empleador, o, si el trabajador ha contratado con un empleador posterior que no ha acordado en ese contrato proporcionar o pagar el transporte del trabajador y los gastos diarios de subsistencia del lugar de trabajo del empleador a dicho empleador posterior sitio de trabajo, el empleador proporcionara o pagara dichos gastos; excepto que, si el trabajador ha contratado para trabajar con un empleador posterior que, en ese contrato, ha acordado pagar los gastos diarios de transporte y subsistencia del trabajador desde el lugar de trabajo del empleador hasta el lugar de trabajo posterior del empleador, el empleador no esta obligado a proporcionar o pagar dichos gastos.

l. Job Offer Information 12

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

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

The daily subsistence while traveling will be no less than $14.00 per day without receipts and up to $59.00 per day with receipts as the maximum amount to be reimbursed. If the worker completes the work contract period, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's 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.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

El empleador proporcionara transporte diario gratuito para los trabajadores que residen en la vivienda del empleador. Los trabajadores seran recogidos por el empleador proporcionando autobuses de transporte en la vivienda alquilada y llevados hacia desde los lugares de trabajo. El empleador asegura que todo el empleador proporcionado transporte cumple con todos los requisitos locales, estatales y federales aplicables.

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Spanish Job Requirements 3

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

Los trabajadores deben notificar al empleador antes de terminar voluntariamente su empleo. Todos los salarios adeudados se enviaran a la ultima direccion conocida para los trabajadores que se vayan sin previo aviso. Es imperativo que los trabajadores proporcionen una direccion completa y precisa al empleador a mas tardar el primer dia de empleo. El empleador no tiene una politica completa, sin recontratacion. La terminacion por razones legales relacionadas con el trabajo antes de la fecha de finalizacion especificada listada en esta solicitud descalificara al empleado de futuras oportunidades de empleo con el empleador. Los trabajadores que abandonen su empleo sin previo aviso durante el periodo cubierto por este acuerdo de trabajo seran descalificados de futuras oportunidades de empleo con el empleador. La renuncia voluntaria antes de la fecha de finalizacion especificada listada en esta solicitud puede descalificar al empleado de futuras oportunidades de empleo con el empleador. Para los trabajadores que renuncian a su empleo voluntariamente, el empleador considerara y evaluara circunstancias especiales y casos de dificultades caso por caso. Los empleados, sin excepcion, estan obligados a notificar al personal de supervision adecuado antes de renunciar voluntariamente.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Background Check/ Verificacin de antecedentes

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

A criminal background check will be conducted at the employer's expense. Criminal background checks will be conducted post-hire as the worker will be housed with other Dunson Harvesting workers. Dunson Harvesting, Inc. will require a drug test to be conducted post-hire at the employer's expense.

Spanish: llevara a cabo una verificacion de antecedentes penales a expensas del empleador. Las verificaciones de antecedentes penales se llevaran a cabo despues de la contratacion, ya que el trabajador sera alojado con otros trabajadores de Dunson Harvesting. Dunson Harvesting, Inc. requerira que se realice una prueba de drogas despues del alquiler a expensas del empleador.

p. Job Offer Information 16

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

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

In general, with respect to Item A(b), serious act(s) of misconduct includes but is not limited to: theft from the employer or other workers; fraud or falsifying work related records, intoxication during the workday; use of illegal drugs; disobeying a lawful and reasonable instruction given by the employer or supervisor; abusing or threatening other employees, supervisor or employer; spitting, demeaning or use of profanity towards other workers, employer or supervisor; bullying or harassment (including verbal, physical, sexual) other employees, supervisor or employer; willful or malicious damage to employers or another workers property. In general, with respect to Item A(g) above, insubordination will be any willful or intentional failure to obey a lawful and reasonable request from the employer or supervisor. The basic elements of insubordination include: 1. A reasonable and lawful direct order was issued to the employee, either verbally or in writing, by the employer or supervisor; 2. Employee received the order orally or in writing and communicated confirmation of understanding the order; and 3. Employee refused to obey the order directly through an explicit statement of refusal or through non-performance. Five unexcused absences by the worker will be considered a job-related reason for worker termination. Workers must work efficiently and consistently under various climatic and horticultural 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 consent of the employer. The employer will not be responsible for providing or paying for reported workers a) subsequent transportation and subsistence expenses, and b) the worker will not be entitled to the guarantee. 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. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. The employer has a no complete, no rehire policy. 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 will be disqualified from future employment opportunities with the employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with the employer. 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 terminate

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 - Spanish Job Requirements Cont.

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

Mas requisitos de trabajo
En general, con respecto al Punto B)B) del Punto A, el acto(s) grave(s) de mala conducta incluye pero no se limita a: robo del empleador u otros trabajadores; fraude o falsificacion de registros relacionados con el trabajo, intoxicacion durante la jornada laboral; uso de drogas ilegales; desobedecer una instruccion legal y razonable dada por el empleador o supervisor; abusar o amenazar a otros empleados, supervisor o empleador; escupir, degradar o utilizar blasfemias hacia otros trabajadores, empleador o supervisor; acoso o acoso (incluyendo verbal, fisico, sexual) a otros empleados, supervisor o empleador; danos intencionales o maliciosos a los empleadores u otros trabajadores. En general, con respecto al Punto A(g) anterior, la insubordinacion sera cualquier incumplimiento intencional o intencional de una solicitud legal y razonable del empleador o supervisor. Los elementos basicos de la insubordinacion incluyen: 1. El empleador o supervisor emitie una orden directa razonable y lacita al empleado, ya sea verbalmente o por escrito; 2. El empleado recibia el pedido oralmente o por escrito y comunico la confirmacion de la comprension del pedido; y 3. El empleado se nega a obedecer la orden directamente a traves de una declaracion explicita de rechazo o a traves de la falta de rendimiento. Cinco ausencias injustificadas por parte del trabajador se consideraron una razon relacionada con el trabajo para la terminacion del trabajador. Los trabajadores deben trabajar de manera eficiente y consistente en diversas condiciones de trabajo climaticas y horticolas. Cada trabajador debe limpiar su area de trabajo cada dia y desechar la basura y los articulos desechados en los recipientes proporcionados. El empleador reportara a los trabajadores que, a) abandonen voluntariamente el empleo antes del final del periodo del contrato, o b) los trabajadores que sean despedidos por causa, al Centro Nacional de Procesamiento de Chicago, y a los trabajadores de H-2A al Departamento de Seguridad Nacional, por escrito u otro metodo aprobado, no mas tarde de dos (2) dias despues de que ocurra el abandono o la terminacion. El abandono se considerara que comienza despues de que un trabajador no se presente al trabajo a la hora programada regularmente durante cinco (5) dias habiles consecutivos sin el consentimiento del empleador. El empleador no sera responsable de proporcionar o pagar por los trabajadores reportados a) gastos posteriores de transporte y subsistencia, y b) el trabajador no tendra derecho a la garantia.

r. Job Offer Information 18

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

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

Terminacion: El empleador puede disciplinar y/o terminar al trabajador con notificacion a la oficina local del Servicio de Empleo si el trabajador: (a) se niega sin causa justificada a realizar un trabajo para el cual el trabajador fue reclutado y contratado o se niega a seguir las reglas de vivienda; (b) cometa actos graves de mala conducta; (c) malingers o de otra manera se niegue a trabajar de acuerdo con las instrucciones o, evidentemente, no esta calificado para realizar el trabajo; (d) sea fisicamente capaz, pero no demuestre la voluntad de realizar el trabajo necesario; (e) u otras razones relacionadas con el trabajo; (f) falsifica la identificacion, el personal, los registros medicos u otros registros relacionados con el trabajo; (g) cometa actos de insubordinacion; (h) el empleador es consciente de un registro de condena penal o estatus como un delincuente sexual registrado que el empleador cree razonablemente, de conformidad con la ley actual perjudicara la seguridad y las condiciones de vida de otros trabajadores

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

The employer will make the following deductions: FICA taxes, income tax, cash advances, over payment of wages; and charges for any loss to the employer due to the workers damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker. No state income tax will be deducted. Employer will not pay the worker a bonus. The employer will provide worker referred through the interstate clearance system 36 hours of work ($12.41 per hour; $434.88 per week) for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local Job Service office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system $12.41 per hour for the first week starting with the originally anticipated date of need. The employer will require worker to perform alternative work if the guarantee cited in this section is invoked. The alternative work and pay are: General farm work, farm maintenance and other general labor activities at $12.41 per hour. If worker referred fails to notify the order-holding office of continued interest in the job no fewer than 9 days and at least 5 days before date of need, worker will be disqualified from the above-mentioned assurance. Workers will be responsible for maintaining provided housing clean at all times. Workers will be charged housing damages due to negligence.

t. Job Offer Information 20

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Spanish Pay deductions Cont.

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

El empleador hara las siguientes deducciones: impuestos FICA, impuesto sobre la renta, adelantos en efectivo, sobre el pago de salarios; y los cargos por cualquier perdida al empleador debido a los danos o perdida de equipo o articulos de vivienda por parte de los trabajadores cuando se demuestre que el trabajador es responsable, cualquier otra deduccion expresamente autorizada por el trabajador. No se deducira ningun impuesto estatal sobre la renta. El empleador no pagara al trabajador un bono. El empleador proporcionara al trabajador referido a traves del sistema de autorizacion interestatal 36 horas de trabajo ($12.41 por hora; $434.88 por semana) para la semana que comienza con la fecha prevista de necesidad, a menos que el empleador haya modificado la fecha de necesidad notificando a la oficina local de Servicio de Empleo a mas tardar 10 dias antes de la fecha de necesidad. Si el empleador no notifica a la oficina de posesion de pedidos, entonces el empleador debera pagar a un trabajador elegible referido a traves del sistema de autorizacion $12.41 por hora durante la primera semana a partir de la fecha de necesidad originalmente prevista. El empleador requeriria que el trabajador un trabajo alternativo si se invoca la garantia citada en esta seccion. El trabajo y el salario alternativos son: Trabajo agricola general, mantenimiento agricola y otras actividades laborales generales a $12.41 por hora. Si el trabajador referido no notifica a la oficina de posesion de ordenes de interas continuo en el trabajo no menos de 9 dias y al menos 5 dias antes de la fecha de necesidad, el trabajador sera descalificado de la garantia antes mencionada. Los trabajadores sern responsables de mantener limpia la vivienda proporcionada en todo momento. A los trabajadores se les cobrar daos a la vivienda debido a negligencia.

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

Todos los trabajos asociados con este empleo son pagados por la tasa de pieza, sin embargo, $12.41 por hora (o un AEWR mas alto o menor en vigor en el momento en que se realiza el trabajo). O una tasa salarial prevaleciente mas alta, si corresponde, esta garantizada como un minimo para todas las horas trabajadas durante un periodo de pago. Si el total de los trabajadores paga por el periodo de pago de los ingresos a tasa de pieza y los salarios por hora divididos por sus horas totales trabajadas durante ese periodo de pago da como resultado ganancias medias por hora inferiores a la tarifa por hora garantizada, se proporcionara al trabajador una paga de acumulacion a la tarifa minima por hora garantizada. Se espera que los trabajadores empleados bajo el sistema de tasas de pieza, despuus de los primeros 6 dias habiles, promedian no menos que las normas de produccion identificadas en esta solicitud.

v. Job Offer Information 22

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

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

Limpieza general de la propiedad de Grove y las viviendas para los trabajadores de la cosecha: Es posible que los trabajadores con restricciones de trabajo fsico o cuando el trabajo de cosecha no est disponible no est disponible para realizar trabajos de limpieza diversos en la propiedad de la arboleda, en las estructuras utilizadas en la operacin de la arboleda sobre viviendas para los trabajadores de la cosecha. Tales actividades de limpieza incluyen el brote, la poda y la plantacin de rboles / plantas. Eliminacin de escombros, malas hierbas y enredaderas: reparacin de riego; limpieza y reparacin de viviendas y estructuras; limpieza general de la arboleda segn sea necesario. Deshierbe: Los trabajadores quitarn las malezas con una azada del pasillo y quitarn a mano todas las malezas que crecen alrededor de las plantas. Los trabajadores eliminarn las malezas del rea de cultivo rastrillando montones de escombros y desechando segn las instrucciones. A los trabajadores se les pagar el salario ms alto de entre el salario por efecto adverso, el salario vigente o el salario mnimo aplicable por el tiempo dedicado a realizar dicho trabajo de limpieza. El trabajador recibir una capacitacin de un da (6 horas). Debe poder mantener el estndar de produccin indicado en la peticin despus del perodo de entrenamiento de un da y de aclimatacin de 6 das.

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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

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

Plantacin de fresas: Mientras lleva una bolsa de plantas de fresa, el trabajador caminar por la fila, mientras se dobla, y colocar una o dos plantas en cada agujero en el plstico segn las instrucciones y la tierra firme alrededor de la planta. Cosecha de fresas: los trabajadores se movern por las filas asignadas recogiendo todas las bayas maduras, clasificando las bayas mientras cosechan, teniendo cuidado de clasificar y empaquetar los contenedores por tamao, forma, color, calidad y cantidad segn las instrucciones. Cada trabajador debe recoger las plantas limpias de toda la fruta madura, clasificar y empacar todas las bayas buenas en contenedores especficos, dentro de la caja, de acuerdo con estndares de muy alta calidad como se establece en la poltica de seguridad alimentaria y los procedimientos operativos estndar de la Compaa. Las bayas podridas se empaquetarn o desecharn segn lo determine el supervisor. Cada trabajador deber manipular las bayas con cuidado para evitar magulladuras. Los moretones debilitarn la baya. Se espera que cada trabajador de la cosecha se mueva con la cuadrilla de una fila a otra y mantenga el nivel de manera eficiente. Una vez completada la recoleccin de cada caja, el trabajador llevar su caja empaquetada al cobertizo de cajas para ver si est nivelada y recibir una nueva caja con contenedores. Cualquier contenedor que est demasiado o mal empaquetado, o que consista en fruta de mala calidad, ser devuelto al trabajador para que lo reempaque. Una vez completada la fila asignada, el trabajador pasar a la siguiente fila vacante que se seleccionar. El Trabajador puede recibir una notificacin disciplinaria si la calidad contina siendo un problema. Corte / recorte de corredores: El trabajador caminar por la fila asignada segn las instrucciones y cortar / recortar los corredores, las hojas y las flores segn las instrucciones de cada planta de fresa, segn sea necesario. Actividades de proteccin contra el congelamiento: pueden ayudar, independientemente de la hora del da, a mantener las aves de lluvia con riego por aspersin libres de hielo durante el clima helado. Conexin de la cinta de goteo: Los trabajadores debern cortar la cinta de goteo al final de la cama como se indica y conectar la cinta de goteo a la lnea principal de agua. Deshierbe: Los trabajadores quitarn las malezas con una azada del pasillo y quitarn a mano todas las malezas que crecen alrededor de las plantas. Los trabajadores eliminarn las malas hierbas del rea de cultivo rastrillando montones de escombros y desechando los mismos segn las instrucciones. Retiro de la cinta de goteo de plstico: Desenganche la cinta de goteo de la lnea de agua principal, camine por la fila mientras tira del plstico hacia abajo de la cama hasta que se retire por completo. Lleve el plstico retirado a una estacin de quemado o eliminacin adecuada, segn las instrucciones.

x. Job Offer Information 24

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*) *