



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

**A. Job Offer Information**

|                                                                                                                                                                                               |                |                                                                            |                               |                         |              |                                                                                                                                                                                                 |                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------|-------------------------------|-------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 1. Job Title * Farmworkers and Laborers, Crop                                                                                                                                                 |                |                                                                            |                               |                         |              |                                                                                                                                                                                                 |                                                                                            |
| 2. Workers Needed *                                                                                                                                                                           | a. Total       | b. H-2A                                                                    | Period of Intended Employment |                         |              |                                                                                                                                                                                                 |                                                                                            |
|                                                                                                                                                                                               | 390            | 46                                                                         | 3. Begin Date * 10/17/2022    | 4. End Date * 12/3/2022 |              |                                                                                                                                                                                                 |                                                                                            |
| 5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? *<br>If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.                |                |                                                                            |                               |                         |              |                                                                                                                                                                                                 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                        |
| 6. Anticipated days and hours of work per week *                                                                                                                                              |                |                                                                            |                               |                         |              |                                                                                                                                                                                                 | 7. Hourly work schedule *                                                                  |
| 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                                                                                |
|                                                                                                                                                                                               |                |                                                                            |                               |                         |              |                                                                                                                                                                                                 | a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM |
|                                                                                                                                                                                               |                |                                                                            |                               |                         |              |                                                                                                                                                                                                 | b. <u>3</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM |
| <b>Temporary Agricultural Services and Wage Offer Information</b>                                                                                                                             |                |                                                                            |                               |                         |              |                                                                                                                                                                                                 |                                                                                            |
| 8a. Job Duties - Description of the specific services or labor to be performed. *<br>(Please begin response on this form and use Addendum C if additional space is needed.)<br>See Addendum C |                |                                                                            |                               |                         |              |                                                                                                                                                                                                 |                                                                                            |
| 8b. Wage Offer *                                                                                                                                                                              |                | 8c. Per *                                                                  |                               | 8d. Piece Rate Offer \$ |              | 8e. Piece Rate Units/Special Pay Information \$                                                                                                                                                 |                                                                                            |
| \$ <u>12</u> <u>41</u>                                                                                                                                                                        |                | <input checked="" type="checkbox"/> HOUR<br><input type="checkbox"/> MONTH |                               | \$ <u>00</u> <u>70</u>  |              | Most tasks will be paid by piece rate. See Addendum C, for more detail on Piece Rates./La mayoría de los trabajos se pagarán a destajo. Ver Addendum C, para más detalles del pago por destajo. |                                                                                            |
| 9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *                                    |                |                                                                            |                               |                         |              |                                                                                                                                                                                                 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                        |
| 10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>    |                |                                                                            |                               |                         |              |                                                                                                                                                                                                 |                                                                                            |
| 11. State all deduction(s) from pay and, if known, the amount(s). *<br>(Please begin response on this form and use Addendum C if additional space is needed.)<br>See Addendum C               |                |                                                                            |                               |                         |              |                                                                                                                                                                                                 |                                                                                            |



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**B. Minimum Job Qualifications/Requirements**

|                                                                                                                                                                                                                                                             |                                                                     |                                                                                      |   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------|---|
| 1. Education: minimum U.S. diploma/degree required. *                                                                                                                                                                                                       |                                                                     |                                                                                      |   |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.) |                                                                     |                                                                                      |   |
| 2. Work Experience: number of <u>months</u> required. *                                                                                                                                                                                                     | 3                                                                   | 3. Training: number of <u>months</u> required. *                                     | 0 |
| 4. Basic Job Requirements (check all that apply) *                                                                                                                                                                                                          |                                                                     |                                                                                      |   |
| <input type="checkbox"/> a. Certification/license requirements                                                                                                                                                                                              |                                                                     | <input checked="" type="checkbox"/> g. Exposure to extreme temperatures              |   |
| <input type="checkbox"/> b. Driver requirements                                                                                                                                                                                                             |                                                                     | <input checked="" type="checkbox"/> h. Extensive pushing or pulling                  |   |
| <input checked="" type="checkbox"/> c. Criminal background check                                                                                                                                                                                            |                                                                     | <input checked="" type="checkbox"/> i. Extensive sitting or walking                  |   |
| <input checked="" type="checkbox"/> d. Drug screen                                                                                                                                                                                                          |                                                                     | <input checked="" type="checkbox"/> j. Frequent stooping or bending over             |   |
| <input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.                                                                                                                                                                                   |                                                                     | <input checked="" type="checkbox"/> k. Repetitive movements                          |   |
| 5a. Supervision: does this position supervise the work of other employees? *                                                                                                                                                                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$ |   |
| 6. Additional Information Regarding Job Qualifications/Requirements.<br>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *                       |                                                                     |                                                                                      |   |
| TRAINING: The employer will allow two (2) weeks of work for worker to reach production standards.<br>ENTRENAMIENTO: El empleador permitir dos (2) semanas de trabajo para que el trabajador alcance los estndares de produccin.                             |                                                                     |                                                                                      |   |

**C. Place of Employment Information**

|                                                                                                                                                                                                                                           |            |                  |                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|---------------------------------------------------------------------|
| 1. Address/Location *                                                                                                                                                                                                                     |            |                  |                                                                     |
| 13805 Taylor Grade Road                                                                                                                                                                                                                   |            |                  |                                                                     |
| 2. City *                                                                                                                                                                                                                                 | 3. State * | 4. Postal Code * | 5. County *                                                         |
| Duette                                                                                                                                                                                                                                    | Florida    | 34219            | Manatee                                                             |
| 6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *                                                                                                                               |            |                  |                                                                     |
| Harvest tomatoes and Field Care<br>48 workers, 10/17/2022 - 12/03/2022                                                                                                                                                                    |            |                  |                                                                     |
| 7. Is a completed <b>Addendum B</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? * |            |                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

**D. Housing Information**

|                                                                                                                                                 |            |                                                                                                                      |                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 1. Housing Address/Location *                                                                                                                   |            |                                                                                                                      |                                                                     |
| 8421 Lithia Pinecrest Road                                                                                                                      |            |                                                                                                                      |                                                                     |
| 2. City *                                                                                                                                       | 3. State * | 4. Postal Code *                                                                                                     | 5. County *                                                         |
| Lithia                                                                                                                                          | Florida    | 33547                                                                                                                | Hillsborough                                                        |
| 6. Type of Housing *                                                                                                                            |            | 7. Total Units *                                                                                                     | 8. Total Occupancy *                                                |
| Migrant Camp                                                                                                                                    |            | 6                                                                                                                    | 48                                                                  |
| 9. Housing complies or will comply with the following applicable standards: *                                                                   |            | <input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal |                                                                     |
| 10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *                                               |            |                                                                                                                      |                                                                     |
| See Addendum C                                                                                                                                  |            |                                                                                                                      |                                                                     |
| 11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? * |            |                                                                                                                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |



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**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 furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Workers will buy their own groceries. Once a week, the employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries. These board arrangements apply only to workers living in employer-provided housing.

Empleador proporcionará instalaciones de cocina y facilidades de uso de cocina gratis y conveniente para que los trabajadores puedan preparar sus propias comidas. Los trabajadores van a comprar sus propios alimentos. Una vez por semana, el empleador proporcionará (con carácter voluntario) el transporte para asegurar el acceso a los trabajadores a las tiendas donde pueden comprar comestibles. Estos arreglos sólo se aplican a los trabajadores que viven en la vivienda proporcionada por el empleador.

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 those workers living in housing provided or secured by the employer, worker will be provided transportation between such housing and the employer's daily worksite at no cost to the worker. The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.

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

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**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 \*

+1 (813) 759-0765

3. Email Address to Apply \*

vlasalle@santasweets.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



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**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).



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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 CFR 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).





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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 \$ |
| Timmerman                                                            | Lee                     |                      |
| 4. Title *                                                           |                         |                      |
| President                                                            |                         |                      |
| 5. Signature (or digital signature) *                                |                         | 6. Date signed *     |
| Digital Signature Verified and Retained By <i>Certifying Officer</i> |                         | 8/11/2022            |

**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.



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**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 § |
|------------------------------------|--------------------------------------------------|-------------------------------------------------|-----------------|---------------|--------------------|
| Ag-Mart Produce, Inc.              | 30975 SR 64<br>Parrish, Florida 34219<br>MANATEE | Harvest tomatoes and field care                 | 10/17/2022      | 12/3/2022     | 46                 |
|                                    |                                                  |                                                 |                 |               |                    |
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**H. Additional Material Terms and Conditions of the Job Offer**

a. Job Offer Information 1

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Harvest tomatoes - move around field to picking location and pluck vegetables from plants, walk to and empty buckets into bins. Field care - tie plants, stake plants, prune plants, stuffing, clean drip emitters and microjets, pull plastic, remove plastic drip lines, remove dead plants, and weed removal. Workers will walk along rows as specified by employer and remove weeds and grass from fields by hand or using a hoe. Prolonged standing, bending, stooping, and reaching. Workers may also be required to work in the packinghouse; however, workers' duties will not include repacking of any products processed in the packinghouse. Must be able to operate motorized farm equipment including tractors if needed. Job is outdoors and continues in all types of weather. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. Drug testing and background checks may occur during the interview process, and will be conducted at the sole cost and discretion of the employer. Must adhere to all proper food and safety procedures, security procedures, crew leader/manager/supervisor instructions, company policies and procedures. Must be able to lift 50lbs. to shoulder height repetitively throughout the workday and able to lift and carry 50lbs. in field.</p> <p>Coseche tomates: muévase por el campo hasta el lugar de recolección y arranque las verduras de las plantas, camine y vacíe las cubetas en los contenedores. Cuidado de campo: ate las plantas, estaca las plantas, pode las plantas, rellena, limpie los emisores de goteo y los microjets, tire del plástico, elimine las líneas de goteo de plástico, elimine las plantas muertas y elimine las malas hierbas. Los trabajadores caminarán a lo largo de los surcos especificados por el empleador y eliminarán las malas hierbas y el césped de los campos a mano o con una azada. Debe estar de pie, encorvarse, agacharse y estirarse durante mucho tiempo. También se puede exigir a los trabajadores que trabajen en la planta de empaque; sin embargo, los deberes de los trabajadores no incluirán el re-empaque o reembalaje de ningún producto procesado en la planta de empaque. Debe poder operar equipo agrícola motorizado incluyendo tractores si es necesario. El trabajo es al aire libre y continúa en todo tipo de clima. Se puede solicitar a los trabajadores que se sometan a pruebas aleatorias de drogas o alcohol sin costo para el trabajador. No cumplir con la solicitud o dar positivo en la prueba puede resultar en la terminación o despido inmediata. Las pruebas de detección de drogas y las verificaciones de antecedentes pueden ocurrir durante el proceso de la entrevista, y se llevarán a cabo a exclusivo costo y discreción del empleador. Debe cumplir con todos los procedimientos de seguridad y alimentos adecuados, los procedimientos de seguridad, las instrucciones del líder de cuadrilla / gerente / supervisor, las políticas y los procedimientos de la empresa. Debe poder levantar 50 libras a la altura de los hombros repetidamente a lo largo de la jornada laboral y capaz de levantar y transportar 50 libras en campo.</p> |      |                                                                |            |

b. Job Offer Information 2

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | A.11 | 2. Name of Section or Category of Material Term or Condition * | Deductions from Pay |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will make the following deductions from the worker's wages: FICA, Medicare and income taxes as required by law; cash advances and repayment of loans; repayment of overpayment of wages to the worker; long distance telephone charges; recovery of any loss to the employer due to the worker's damage beyond normal wear and tear, or loss of equipment or housing items where it is shown that the worker is responsible. No deduction not required by law will be made that brings the worker's hourly earnings below the higher of the federal minimum wage and State minimum wage.</p> |      |                                                                |                     |



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

c. Job Offer Information 3

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                          | D.10 | 2. Name of Section or Category of Material Term or Condition * | Additional Housing Information |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Each worker will be provided with their own bed.</p> <p>Family housing is not available and is not prevailing practice in the area of intended employment.</p> <p>Cada trabajador recibirá su propia cama.</p> <p>No hay disponibilidad de viviendas familiares ya que no es una práctica prevaleciente.</p> |      |                                                                |                                |

d. Job Offer Information 4

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All local and intrastate candidates interested in this job opportunity should contact their nearest local CareerSource or state workforce office. Candidates should be fully apprised by the local service center of the terms, conditions and nature of employment prior to referral and may be given a copy of the ETA 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability and legally able to work in the U.S. may email them to <a href="mailto:ulasalle@santasweets.com">ulasalle@santasweets.com</a> to request an application and set up an interview. Applicants can call (813) 759-0765 to request an application and arrange an interview with Victor LaSalle. Hours for referral candidate to call employer are 8:00 am to 5:00 pm, Monday-Friday, excluding all federal holidays. Completing an application is part of the interview process. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9 as required by the Immigration and Nationality Act will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment.</p> <p>Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 3 of form I-9, as provided in the Act. Workers failing to provide this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.</p> <p>Todos los candidatos locales e intraestatales interesados en esta oportunidad de trabajo deben comunicarse con la oficina de empleo local ms cercana de CareerSource o del estado. Los candidatos deben estar completamente informados por el centro de servicio local de los trminos, condiciones y naturaleza del empleo antes de la referencia y pueden recibir una copia de la ETA 790 y sus adjuntos correspondientes. Los agentes de SWA que han seleccionado candidatos para toda la disponibilidad de temporada y legalmente capaces de trabajar en los Estados Unidos pueden enviarlos por correo electrnico a <a href="mailto:ulasalle@santasweets.com">ulasalle@santasweets.com</a> para solicitar una solicitud y programar una entrevista. Los solicitantes pueden llamar al (813) 759-0765 para solicitar una solicitud y concertar una entrevista con Victor LaSalle. Las horas para que el candidato de referencia llame al empleador son de 8:00 a.m. a 5:00 p.m., de lunes a viernes, sin incluir todos los feriados federales. Completar una aplicacin es parte del proceso de entrevista. Solo los trabajadores legalmente autorizados para trabajar en los Estados Unidos y que poseen documentos de elegibilidad de identidad y empleo originales suficientes para completar el Formulario I-9 de INS tal como lo exige la Ley de Inmigracin y Nacionalidad podrn completar el proceso de contratacin. Los trabajadores referidos en contra de esta orden deben ser informados de que deben tener estos documentos en su poder cuando lleguen al lugar de empleo.</p> <p>Siempre que los trabajadores completen la seccin 1 del formulario I-9, los trabajadores tendrn tres das hbiles para producir la documentacin requerida para completar la seccin 3 del formulario I-9, segn lo dispuesto en la Ley. A los trabajadores que no proporcionen esta documentacin no se les permitir ir a trabajar en el cuarto da hbil de empleo, ni en los das posteriores hasta que se proporcione la documentacin, segn lo dispuesto en la Ley.</p> <p>Se requiere que todos los solicitantes traigan los documentos originales de identidad y elegibilidad de empleo suficiente para completar el formulario I-9.</p> |     |                                                                |                                  |



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

e. Job Offer Information 5

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------------------------------------------------------------|---------------------------------|
| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For workers recruited outside the area of intended employment, transportation and subsistence expenses will be reimbursed by the employer in accordance with 20 CFR § 655.122(h). Transportation from last place of employment to home country: If the worker completes the work contract period, or if the worker is terminated without cause, and the worker has no immediate H-2A employment, the employer will provide or pay for the worker's reasonable costs of return transportation and subsistence.</p> |     |                                                                |                                 |

f. Job Offer Information 6

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - MORE DETAILS ABOUT THE PAY |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>PRE-HARVEST/Antes de la Cosecha<br/>Berm Cut/Corte de Berma: \$0.48 100 ft./por 100 pies<br/>End tucks/Pliegues de Lado: \$0.48 100 ft./por 100 pies<br/>Planting/Plantar: Hourly minimum wage/salario mínimo por hora<br/>Laying Plastic/Poner Plástico: Hourly minimum wage/salario mínimo por hora</p> <p>PRE-HARVEST 60" and 65" Stakes/Antes de la Cosecha Estacas de 60 y 65 Pulgadas<br/>Loading 18"/Carga 18 Pulgadas: \$0.30 100 ft./por 100 pies<br/>Loading 24"/Carga 24 Pulgadas: \$0.22 100 ft./por 100 pies<br/>Loading 20"/Carga 20 Pulgadas: \$0.27 100 ft./por 100 pies<br/>Stabbing 24"/Punzar 24 Pulgadas: \$0.70 100 ft./por 100 pies<br/>Stabbing 18"/Punzar 18 Pulgadas: \$0.88 100 ft./por 100 pies<br/>Stabbing 20"/Punzar 20 Pulgadas: \$0.80 100 ft./por 100 pies<br/>Air Hammer 18"/Martillo Neumático de 18 Pulgadas: \$0.84 100 ft./por 100 pies<br/>Air Hammer 24"/Martillo Neumático de 24 Pulgadas: \$0.65 100 ft./por 100 pies<br/>Air Hammer 20"/Martillo Neumático de 20 Pulgadas: \$0.76 100 ft./por 100 pies</p> <p>PRE-HARVEST 72" and 84" Stakes/Antes de la Cosecha Estacas de 72 y 84 Pulgadas<br/>Loading 18"/Carga 18 Pulgadas: \$0.42 100 ft./por 100 pies<br/>Loading 24"/Carga 24 Pulgadas: \$0.33 100 ft./por 100 pies<br/>Loading 20"/Carga 20 Pulgadas: \$0.38 100 ft./por 100 pies<br/>Stabbing 18"/Punzar 18 Pulgadas: \$1.23 100 ft./por 100 pies<br/>Stabbing 24"/Punzar 24 Pulgadas: \$0.97 100 ft./por 100 pies<br/>Stabbing 20"/Punzar 20 Pulgadas: \$1.12 100 ft./por 100 pies<br/>Air Hammer 18"/Martillo Neumático de 18 Pulgadas: \$1.19 100 ft./por 100 pies<br/>Air Hammer 24"/Martillo Neumático de 24 Pulgadas: \$0.93 100 ft./por 100 pies<br/>Air Hammer 20"/Martillo Neumático de 20 Pulgadas: \$1.08 100 ft./por 100 pies<br/>Hand Hammer 24"/Martillo de Mano de 24 Pulgadas: \$1.33 100 ft./por 100 pies<br/>Hand Hammer 20"/Martillo de Mano de 20 Pulgadas: \$1.54 100 ft./por 100 pies</p> <p>PRE-HARVEST 60" and 75" Stakes/Fiberglass/Estacas de 60 y 75 Pulgadas/Fibra de Vidrio<br/>Loading 24"/Carga 24 Pulgadas: \$0.21 100 ft./por 100 pies<br/>Loading 20"/Carga 20 Pulgadas: \$0.25 100 ft./por 100 pies<br/>Loading 18"/Carga 18 Pulgadas: \$0.28 100 ft./por 100 pies<br/>Stabbing 24"/Punzar 24 Pulgadas: \$0.78 100 ft./por 100 pies<br/>Stabbing 20"/Punzar 20 Pulgadas: \$0.80 100 ft./por 100 pies</p> |      |                                                                |                                         |



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

## g. Job Offer Information 7

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - MORE DETAILS ABOUT THE PAY |
| <b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br>HARVEST/Cosecha<br>Grapes/Uvas: \$4.00 bucket/por cubeta<br>Grape Ground Pick/Pisca de Uvas del Suelo: \$0.25 100 ft./por 100 pies<br>Uglies (low volume)/Tomate Uglies (volumen bajo): min wage/salario mínimo por hora + \$0.35 RPC/por bandeja<br>Uglies/Tomate Uglies: \$1.65 RPC/por bandeja<br>Ugly Strip Pick/Tomate Ugly Pisca de Tiro: \$0.60 bucket/por cubeta<br>Rounds (low volume)/Tomate Bola (volumen bajo): min wage/salario mínimo por hora + \$0.25 bucket/por cubeta<br>Rounds/Tomate Bola: \$0.70 bucket/por cubeta<br>Roma (low volume)/Tomate Roma (volumen bajo): min wage/salario mínimo por hora + \$0.35 bucket/por cubeta<br>Roma/Tomate Roma: \$0.80 bucket/por cubeta<br>Summer Squash/Calabaza de Verano: \$4.25 RPC/por bandeja<br>Winter Squash/Calabaza de Invierno: Hourly minimum wage/salario mínimo por hora<br>Cucumber/Pepino: Hourly minimum wage/salario mínimo por hora<br>Bell Pepper/Chile Dulce: Hourly minimum wage/salario mínimo por hora<br><br>POST HARVEST/Después de la Cosecha<br>Cut Twine/Corte de Hilo: \$0.75 100 ft./por 100 pies<br>Pull Plastic/Quitar Plástico: \$1.33 100 ft./por 100 pies<br>Load/Haul Plastic/Carga/Acarreo de Plástico: \$0.22 100 ft./por 100 pies<br>Pull & Bundle stakes/Sacar y Atar Estacas: \$1.08 100 ft./por 100 pies<br>Load/Unload stakes/Carga/Descarga de Estacas: \$0.93 100 ft./por 100 pies<br><br>Mechanical stake puller/Quitar Estacas Mecanicamente: \$0.80 unit (3 person)/por unidad (3 personas) or \$1.07 unit (4 person)/por unidad (4 personas)<br>MISCELLANEOUS TASKS/Tareas Diversas<br>Weeding /Deshierbar: Hourly minimum wage/salario mínimo por hora<br>Miscellaneous tasks /Tareas Diversas: Hourly minimum wage/salario mínimo por hora<br>*If H-2A workers are needed to perform tractor driver or irrigation duties, they will be paid at minimum wage.<br>*Si trabajadores H-2A son requeridos para conducir tractores o tareas de irrigación, serán pagados con el salario mínimo.<br>Supervision<br>Crew Leaders \$12.75 per hr.<br>Líderes de Cuadrilla \$12.75 por hora<br>Supervisors \$12.50 per hr.<br>Supervisores \$12.50 por hora |      |                                                                |                                         |

## h. Job Offer Information 8

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| <b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br>After completion of training or probationary period, employer will expect the worker to meet the following production standards --<br>Pre-Harvest<br>Planting - 1.25 acres per person per day<br>Loop tie and basket tie - 1.5 acres per person per day<br>Prune - 1.5 acres per person per day<br>Stuffing - 1.75 acres per person per day<br>Air Hammering - 1.2 acres per person per day<br>Stabbing - 1.5 acres per person per day<br><br>Post-Harvest<br>Pull Plastic - 1.05 acres per person per day<br>Cut twine from tomato stakes - 1.75 acres per person per day<br>Pull Stakes - 1.2 acres per person per day<br><br>Harvest<br>Round tomatoes - 20 buckets/hr<br>Roma tomatoes - 17 buckets/hr<br>Grape tomatoes - 5 buckets/hr<br>Ugly ripe tomatoes - 8 rpcs/hr<br>Summer squash - 2.5 rpcs/hr<br>Grapes - 5 buckets/hr.<br><br>Tras la finalización del entrenamiento o periodo de prueba, el empleador esperará que el trabajador cumpla con las siguientes normas de producción --<br>Antes de la cosecha<br>Plantación - 1.25 acres por persona por día<br>Amarre de lazo y canasta - 1.5 acres por persona por día<br>Podar - 1.5 acres por persona por día<br>Relleno - 1.75 acres por persona por día<br>Martillo Neumático - 1.2 acres por persona por día<br>Apuñalamiento - 1.5 acres por persona por día<br><br>Después de la cosecha<br>Sacar el plástico - 1.05 acres por persona por día<br>Cortar hilo de estacas de tomate - 1.75 acres por persona por día<br>Sacar estacas - 1.2 acres por persona por día |     |                                                                |                              |



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

i. Job Offer Information 9

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>El contrato de trabajo puede rescindirse antes de la fecha de finalización del trabajo especificada en el contrato de trabajo si los servicios de los trabajadores ya no son necesarios por razones ajenas al control del empleador debido a incendios, clima u otro caso fortuito ("Acto de Dios" en ingles) que imposibilita el cumplimiento del contrato, según lo determine el Departamento de Trabajo de los EE. UU. En caso de que se rescinda el contrato de trabajo, el empleador acepta cumplir con la garantía de tres cuartos por el tiempo transcurrido desde la fecha de inicio del trabajo especificada en el contrato de trabajo hasta la fecha de terminación. El empleador también acepta que hará esfuerzos para transferir al trabajador a otro empleo comparable aceptable para el trabajador y consistente con las leyes de inmigración existentes. En situaciones donde la transferencia no se ve afectada, el empleador acuerda devolver al trabajador a expensas del empleador al lugar desde el cual el trabajador, sin tener en cuenta el empleo interviniente, vino a trabajar para el empleador o transportará al trabajador a su próximo empleador certificado H-2. Lo que prefiera el trabajador. El empleador también reembolsará al trabajador el monto total de las deducciones hechas por el empleador del pago del trabajador por los gastos de transporte y subsistencia al lugar de empleo. El empleador también le pagará al trabajador por los gastos de transporte y subsistencia incurridos por el trabajador hasta el lugar de empleo de ese empleador. Los montos que el empleador pagará por los gastos de subsistencia por día son los montos divulgados en esta orden de despacho. El monto del pago de transporte no debe ser menor (y no se requiere que sea mayor) que los cargos de transporte comunes más económicos y razonables para las distancias involucradas. 20 CFR 655.122 (o). El empleador no está obligado a pagar el transporte y la subsistencia diaria desde el lugar de trabajo hasta el lugar de trabajo del empleador posterior si el trabajador ha contratado a un empleador posterior que ha acordado proporcionar o pagar los gastos de transporte y subsistencia del trabajador del lugar de trabajo del empleador actual al lugar de trabajo del empleador posterior. 20 CFR 655.122 (h) (2). |      |                                                                |                        |

j. Job Offer Information 10

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Workers are exposed to wet weather early in the morning and heat throughout the day while working in the fields. Temperatures may range from 30-100F. Workers may be required to work during occasional showers not severe enough to stop field operations.<br><br>Los trabajadores deben poder trabajar de pie en posiciones dobladas durante largos períodos de tiempo. Las alergias a la ambrosía, vara de oro, etc., pueden afectar a la capacidad de los trabajadores para llevar a cabo el trabajo. Los trabajadores deben ser físicamente capaz de hacer el trabajo requerido con o sin adaptaciones razonables. Los trabajadores están expuestos a húmedo clima temprano en la mañana y el calor durante todo el día, mientras trabajaba en los campos. Las temperaturas pueden variar desde 30-100F. Los trabajadores pueden ser obligados a trabajar durante las lluvias ocasionales no lo suficientemente graves como para detener las operaciones presentada. |      |                                                                |                   |



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

k. Job Offer Information 11

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |                                                                |                   |
| <p>Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand-cultivation tasks, weeding or hoeing various crops, cleaning and repairing farm buildings, seed beds, grounds, setting up and moving irrigation pipes and equipment, gardening, weeding and shrubbing, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.</p> <p>Los trabajadores pueden ser requeridos a realizar trabajo en la granja que es incidental a la agricultura de los cultivos enumerados en la solicitud; tales como la realización de las tareas de cultivación a mano, deshierbar o azadonar diversos cultivos, la limpieza y reparación de edificios de la granja, semilleros, campos, el establecimiento y colocación de tuberías de riego y equipos, la jardinería, y el recorte de arbustos, etc. Este es un negocio muy exigente y competitivo en el que las especificaciones de calidad deben ser rigurosamente respetadas. Un trabajo mal hecho no puede ser ni será tolerado.</p> |      |                                                                |                   |

l. Job Offer Information 12

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |                                                                |                                                   |
| <p>The job offered requires that the worker be available for work six (6) hours per day Monday through Saturday, every day that work is available, and for the full anticipated period of employment, even though work may be slack for a brief period of time. The worker agrees to be available for work and perform the assigned tasks whenever work is available through the full anticipated period of employment. Work available is defined as: no work required on the worker's Sabbath or Federal holidays, but work is required six (6) hours per day Monday through Saturday. All applicants must be able (with or without reasonable accommodation), willing, and qualified to perform all the work described, and must be available for the entire anticipated period of employment.</p> <p>El trabajo ofrecido requiere que el trabajador esté disponible para trabajar seis (6) horas al día de Lunes a Sábado y todos los días que el trabajo esté disponible y por el periodo de empleo completo anticipado, aunque no haya trabajo suficiente por un breve periodo de tiempo. El trabajador se compromete a estar disponible para trabajar y llevar a cabo las tareas asignadas siempre que haya trabajo disponible a través del periodo de empleo completo anticipado. Trabajo Disponible se define como: "No hay trabajo requerido en el Día de Descanso del trabajador o días feriados federales", pero el trabajo es requerido seis (6) horas al día de Lunes a Sábado. Todos los solicitantes deben ser capaces (con o sin adaptaciones razonables), dispuestos y capacitados para llevar a cabo todo el trabajo descrito, y deben estar disponibles para todo el periodo anticipado de empleo.</p> |     |                                                                |                                                   |



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

m. Job Offer Information 13

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer guarantees to offer workers employment for a total number of work hours equal to a least three fourths (3/4ths) of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment and the worker is ready, willing, able and eligible to work, and ending on the expiration date specified in the work contract or any extensions thereof or upon the termination of this employment as specified herein below. Details of the 3/4ths guarantee are outlined in 20 CFR § 655.122(i). For purposes of this guarantee, a "workday" consists of six (6) hours daily Monday through Saturday. All requests for leave of absence must be in writing. All absences will be counted towards hours offered for the purpose of computing the 3/4 guarantee.</p> <p>El empleador garantiza ofrecer empleo a los trabajadores por un número total de horas de trabajo equivalentes a un mínimo de las tres cuartas partes (3/4) de los días laborables del periodo total, comenzando con el primer día de trabajo, después de la llegada del trabajador a el lugar de trabajo y el trabajador esté listo, dispuesto, capaz y elegible a trabajar, y finalizando en la fecha de expiración especificada en el contrato de trabajo o de sus prórrogas, o tras la terminación de este empleo como se especifica a continuación. Los detalles de la garantía 3/4 se describen en la regulación 20 CFR § 655.122(i). Para efectos de esta garantía, el "día de trabajo" se compone de seis horas diarias de Lunes a Sábado. Todas las solicitudes de Permiso de Ausencia deben ser por escrito. Todas las ausencias serán contadas hacia las horas ofrecidas con el propósito de calcular la garantía 3/4.</p> |     |                                                                |                         |

n. Job Offer Information 14

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For those workers recruited outside the area of intended employment, transportation and subsistence expenses will be reimbursed by the employer in accordance with 20 CFR § 655.122(h). Inbound transportation will be reimbursed on the basis of no less (and is not required to be more than) the most economical and reasonable charges for the distance involved. The subsistence reimbursement will be the amount the employer would charge for providing the worker three meals per day of \$14.00 per day or workers providing receipts will be reimbursed up to the amount authorized by the continental U.S. per diem rate of \$59 as computed by the GSA method. Payments will be made based upon the date of publication of the H-2A Program Allowable meal charges in the Federal Register.</p> <p>Para los trabajadores contratados fuera del área del empleo previsto, los gastos de transporte y estancia serán reembolsados por el empleador en conformidad con 20 CFR § 655.122(h). Transporte de llegada se reembolsará sobre la base de no menos (y no está obligado a ser algo más que) los cargos más económicos y razonables para la distancia en cuestión. El reembolso de subsistencia será la cantidad que el empleador le cobraría por proporcionar al trabajador tres comidas por día de \$14.00 por día o trabajadores que prestan los recibos serán reembolsados hasta el importe autorizado por los EE.UU. continental tarifa diaria de \$59 como se calculó por el método de GSA. Los pagos se harán en base a la fecha de publicación del programa H-2A cargos comida permisibles en el Registro Federal.</p> |     |                                                                |                                        |



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

o. Job Offer Information 15

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Transportation from last place of employment to home country: If the worker completes the work contract period, or if the worker is terminated without cause, and the worker has no immediate H-2A employment, the employer will provide or pay for the worker's reasonable costs of return transportation and subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. 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 subsequent employer must provide or pay for such expenses. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distance involved. The amount of the daily subsistence payment shall be no less than the amount set under 20 CFR § 655.173(a), which is currently \$14.00 per day. The employer's obligation to provide or pay return transportation and subsistence continues if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent (50%) rule as described in 20 CFR § 655.135(d) with respect to referrals made after the employer's date of need. These arrangements apply only to workers who are recruited outside the area of intended employment.</p> <p>Transporte desde el último lugar de empleo al país de origen. Si el trabajador completa el periodo de contrato de trabajo, o si el trabajador está despedido sin justa causa, y el trabajador no tiene un empleo H-2A inmediato, el empleador proporcionará o pagará por los costos razonables que incurran los trabajadores por el transporte de regreso y el sustento, desde el lugar de trabajo al lugar de donde el trabajador, sin tomar en cuenta empleo intermedio, partió a trabajar para el empleador. Si el trabajador hace contrato con un empleador subsiguiente, que no haya acordado en el contrato de trabajo a proporcionar o pagar los gastos de transporte y sustento diario desde el lugar de trabajo del empleador a tal lugar de trabajo subsiguiente, el empleador subsiguiente tendrá que proveer o pagar por dichos gastos. La cantidad del pago del transporte será el costo de transporte público más económico y razonable para la distancia implicada. La cantidad del pago por el sustento diario no será inferior al importe establecido bajo la regulación 20 CFR § 655.173 (a), que actualmente es \$14.00 por día. La obligación del empleador de proporcionar o pagar el transporte de retorno y de subsistencia continúa si un trabajador H-2A es desplazado como consecuencia del cumplimiento del empleador con la regla del 50 por ciento (50%) como se describe en la regulación 20 CFR § 655.135 (d) con respecto a los referidos realizados después de la fecha de necesidad del empleador. Estos arreglos se aplican sólo a los trabajadores que sean reclutados fuera del área donde el trabajo se vaya a realizar.</p> |     |                                                                |                                        |

p. Job Offer Information 16

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Transportation between living quarters and worksite: For those workers living in housing provided or secured by the employer, worker will be provided transportation between such housing and the employer's daily worksite at no cost to the worker. Such transportation will comply with all applicable federal, State, and local laws and regulations. In accordance with 20 CFR § 655.122(h)(4). The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.</p> <p>Transportation for commuting workers between designated daily job reporting site and daily worksite: For commuting workers not living in housing provided or secured by the employer who report to a designated daily job reporting site, employer will provide transportation between such designated daily job reporting site and the employer's daily worksite at no cost to the worker, and return transportation from the daily worksite back to the designated reporting site at no cost to the worker. Such transportation will comply with all federal, State, and local laws and regulations, in accordance with 20 CFR § 655.122(h)(4). The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.</p> <p>El transporte entre vivienda y lugar de trabajo: Para aquellos trabajadores que viven en viviendas proporcionadas o aseguradas por el empleador, al trabajador se le proporcionará transporte entre tal vivienda y el lugar de trabajo diario del empleador, sin costo para el trabajador. Dicho transporte cumplirá con todas las regulaciones y leyes locales, estatales y federales que sean aplicables, de acuerdo a la regulación 20 CFR § 655.122 (h) (4). El uso de este transporte diario es voluntario; a ningún trabajador se le requiere, como condición de empleo, usar el transporte diario al lugar de trabajo ofrecido por el empleador.</p> <p>El transporte para trabajadores que viajan desde el lugar designado para reportarse a trabajar diariamente a la ubicación donde se realizará el trabajo diario: Para los trabajadores que viajan, que no viven en viviendas proporcionadas o aseguradas por el empleador, quienes se reportan al lugar de trabajo designado a reportarse para el trabajo diario, el empleador proveerá transporte desde el lugar designado para reportarse a trabajar diariamente a la ubicación donde se realizará el trabajo diario sin costo para el trabajador, tanto como el transporte de retorno desde el lugar de trabajo hasta el lugar designado para reportarse a trabajar diariamente, sin costo al trabajador. Dicho transporte cumplirá con todas las leyes y reglamentos federales, estatales, y locales, de acuerdo a la regulación 20 CFR § 655.122 (h) (4). El uso de este transporte diario es voluntario; a ningún trabajador se le requiere, como condición de empleo, usar el transporte diario al lugar de trabajo ofrecido por el empleador.</p> |     |                                                                |                             |



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

q. Job Offer Information 17

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| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>REQUIRED DEPARTURE: H-2A workers are required to leave the United States at the end of the period certified by the Department of Labor or separation from the employer, whichever is earlier, as required under 20 CFR § 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer. This shall serve as official notification of this requirement to any H-2A worker employed under the agricultural work agreement.</p> <p>SALIDA REQUERIDA: Se requiere que los trabajadores H-2A salgan de los Estados Unidos a finales del periodo certificado por el Departamento de Trabajo o su separación del empleador, lo que ocurra primero, según lo requerido en la regulación 20 CFR § 655.135(i), a menos que el trabajador H2A esté siendo patrocinado por otro empleador subsecuente. Esto servirá como notificación oficial de este requisito a cualquier trabajador H-2A empleado bajo el acuerdo de trabajo agrícola.</p> <p>PROHIBITIONS AGAINST EMPLOYEES PAYING FEES: The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. § 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs, as prohibited by 20 CFR § 655.135(j). Costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport fees, are not included in this prohibition. Likewise, all employees are prohibited from collecting any money or other thing of value from prospective employees or current employees in order for the payor to work for the employer. This employer has zero tolerance for prohibited payments. Employees should report to the employer immediately the name of any person seeking to collect a prohibited payment and the amount sought. Any employee found to have collected a prohibited payment will be required to reimburse the injured party immediately and will be terminated from employment. An employee cannot be discriminated against or discharged for reporting a prohibited payment.</p> <p>PROHIBICIONES EN CONTRA DE EMPLEADOS QUE PAGAN CUOTAS: El empleador y sus agentes no han de solicitar o recibir pago de ninguna clase, por parte de cualquier empleado, de acuerdo a la regulación 8USC § 1188, a causa de cualquier actividad relacionada con la obtención de la certificación de trabajo H-2A, incluyendo el pago de los honorarios de los abogados del empleador, las tarifas de las aplicaciones, o los costos de contratación, como son prohibidos por la regulación 20 CFR § 655.135 (j). Los costos que son la responsabilidad y sobre todo para el beneficio del trabajador, tales como honorarios de pasaportes requeridos por el gobierno, no están incluidos en esta prohibición. Del mismo modo, a todos los empleados se les prohíbe la recaudación de dinero u otra cosa de valor de los posibles empleados o empleados actuales a fin de que el pagador trabaje para el empleador. Este patrón tiene cero tolerancia en cuanto a pagos prohibidos. Los empleados deben informarle al empleador de inmediato el nombre de cualquier persona que desee recaudar un pago prohibido y la cantidad solicitada. Se exigirá a todo empleado que haya recaudado un pago prohibido a reembolsar a la parte perjudicada de inmediato y se dará por terminado del empleo. Un empleado no puede ser discriminado o despedido por informar sobre un pago prohibido.</p> |     |                                                                |                                                           |

r. Job Offer Information 18

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| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>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 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 3/4 guarantee.</p> <p>El empleador reportará a los trabajadores que, a) abandonen voluntariamente el empleo antes del fin del periodo del contrato, o b) los trabajadores que son despedidos por causa, al Centro Nacional de Procesamiento de Chicago, y los trabajadores H-2A al Departamento de Seguridad Nacional, por escrito u otro método aprobado, a no más tardar de dos (2) días después del abandono o que la terminación del empleo ocurra. El abandono se considerará que comenzará después que un trabajador no se presente a trabajar a la hora regularmente programada por cinco (5) días consecutivos sin el consentimiento del empleador. El empleador no será responsable de proveer o pagarle a los trabajadores reportados a) gastos de transporte y sustento subsecuentes, y b) el trabajador no tendrá derecho a la garantía de 3/4.</p> |     |                                                                |                         |



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s. Job Offer Information 19

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| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br/>The following conduct will result in prompt termination with notification to the appropriate State and federal agencies:<br/>(A) falsifying identification, personnel, medical, production, or other work-related records; (B) committing serious acts of misconduct, including but not limited to, violence, sexual harassment with physical contact and deliberate destruction of property; (C) abandoning employment; (D) consuming alcohol or substances that cause the employee to act in a way that creates an unsafe or hostile environment for the employee or others; (E) failing or refusing to take an alcohol or drug test; (F) employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes will impair the safety and/or living conditions of other workers; (G) collecting any money or other thing of value from prospective employees or current employees in order for the payor to work for this employer; (H) employer also has the right to discharge any worker who has three (3) unexcused absences, an unexcused absence is an absence that was not approved by the company in advance, or where the employee returns to work without a doctor's note covering the absence.</p> <p>The employer may apply its progressive discipline policy with an escalating series of disciplinary warnings, up to and including termination of workers, for the following conduct:<br/>(A) failing to meet applicable production standards; (B) lying or providing a false statement to the employer; (C) malingering or otherwise refusing without justified cause to perform as directed the work for which the worker was recruited and hired; (D) incomplete or performance of the work for which the worker was recruited and hired; (E) other lawful job-related reasons for termination of employment; (F) exhibits behavior or acts in a way that creates a hostile environment on company property or in the housing units which causes one or more individuals to feel uncomfortable, scared, or intimidated; (G) commits an act or acts of insubordination, including but not limited to, the failure to regard employer's authority, failure to follow Food Safety guidelines, failure to comply with the company's safety standards, and failure to follow company rules or policies; (H) use of personal cell phone while in the field, with the exception of circumstances in which a worker is attempting to communicate illegal or dangerous working conditions to the company's HR department or toll-free confidential complaint hotline.</p> <p>In the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place from which the worker came to work for the employer and reimburse worker for reasonable cost of transportation and subsistence incurred by the worker to get to the place of employment. These arrangements apply only to workers who are recruited outside the area of intended employment.</p> |     |                                                                |                                   |

t. Job Offer Information 20

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| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br/>La siguiente conducta resultará en la terminación inmediata con notificación a las agencias estatales y federales apropiadas:<br/>(A) falsificar registros de identificación, personal, médicos, de producción u otros registros relacionados con el trabajo; (B) cometer actos graves de mala conducta, incluidos, entre otros, violencia, acoso sexual con contacto físico y destrucción deliberada de bienes; (C) abandono del empleo; (D) consumir alcohol o sustancias que hacen que el empleado actúe de una manera que cree un ambiente inseguro u hostil para el empleado u otros; (E) no aprobar o negarse a tomar una prueba de alcohol o drogas; (F) el empleador descubre un registro o estado de condena penal como delincuente sexual registrado que el empleador cree razonablemente que afectará la seguridad y / o las condiciones de vida de otros trabajadores; (G) recolectar cualquier dinero u otra cosa de valor de los posibles empleados o empleados actuales para que el pagador trabaje para este empleador; (H) el empleador también tiene derecho a despedir a cualquier trabajador que tenga tres (3) ausencias injustificadas una ausencia injustificada es una ausencia que no fue aprobada por la compañía por adelantado, o donde el empleado regresa a trabajar sin una nota del médico que cubra la ausencia.</p> <p>El empleador puede aplicar su política de disciplina progresiva con una serie creciente de advertencias disciplinarias, que pueden incluir el despido de los trabajadores, por la siguiente conducta:<br/>(A) no cumplir con los estándares de producción aplicables; (B) mentir o proporcionar una declaración falsa al empleador; (C) simular o rechazar sin causa justificada realizar el trabajo para el cual el trabajador fue reclutado y contratado; (D) desempeño incompleto o incompetente del trabajo para el cual el trabajador fue reclutado y contratado; (E) proporcionar otras razones legales relacionadas con el trabajo para la terminación del empleo; (F) exhibe un comportamiento o actúa de una manera que crea un ambiente hostil en la propiedad de la compañía o en las unidades de vivienda que hace que una o más personas se sientan incómodas, asustadas o intimidadas; (G) comete un acto o actos de insubordinación, que incluyen, entre otros, el incumplimiento de la autoridad del empleador, el incumplimiento de las pautas de seguridad alimentaria, el incumplimiento de las normas de seguridad de la empresa y el incumplimiento de las normas o políticas de la empresa; (H) uso del teléfono celular personal mientras está en el campo, con excepción de circunstancias en las que el trabajador intente comunicar condiciones de trabajo peligrosas o ilegales al departamento de recursos humanos de la compañía o la línea de quejas confidencial y gratuita.</p> <p>En el evento de la terminación del empleo como resultado de un caso fortuito, el empleador pagará o proporcionará el costo razonable del transporte de retorno y de sustento al lugar de donde vino el trabajador a trabajar para el empleador y reembolsará al trabajador por el gasto razonable del transporte y sustento incurrido por el trabajador para llegar al lugar de empleo. Estas disposiciones se aplican únicamente a los trabajadores que son reclutados fuera del área del empleo previsto.</p> |     |                                                                |                                             |

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u. Job Offer Information 21

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| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>El empleador asegura que la oportunidad de trabajo identificada en esta orden de autorización (en adelante, también denominada "orden de trabajo") es un puesto temporal de tiempo completo que se coloca en el SWA en relación con una Solicitud H-2A de Certificación de Empleo Temporal para H- 2A los trabajadores y esta orden de despacho satisfacen los requisitos para las órdenes de despacho agrícola en 20 CFR 653, subparte F y los requisitos establecidos en 20 CFR 655.122. Esta oportunidad de trabajo ofrece a los trabajadores estadounidenses no menos de los mismos beneficios, salarios y condiciones de trabajo que el empleador está ofreciendo, tiene la intención de ofrecer o proporcionará a los trabajadores H-2A y cumple con los requisitos de 20 CFR 655, Subparte B. La oportunidad de trabajo está abierta a cualquier trabajador estadounidense calificado, independientemente de su raza, color, nacionalidad, edad, sexo, religión, discapacidad o ciudadanía. |      |                                                                |                                        |

v. Job Offer Information 22

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                       | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - NO HAY HUELGA, BLOQUEO O PARADA DE TRABAJO |
| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>El empleador asegura que esta oportunidad de trabajo, incluidos todos los lugares de trabajo para los cuales el empleador solicita la certificación laboral H-2A, no tiene trabajadores en huelga o encerrados en el curso de una disputa laboral . 20 CFR 655.135 (b). |      |                                                                |                                                         |





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w. Job Offer Information 23

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador acepta proporcionar o asegurar una vivienda para los trabajadores H-2A y aquellos trabajadores en el empleo correspondiente que no puedan regresar razonablemente a su residencia al final del día laboral. Esa vivienda cumple con los estándares locales, estatales o federales aplicables y es suficiente para albergar la cantidad especificada de trabajadores solicitada a través del sistema de autorización. El empleador proporcionará la vivienda sin cargo al trabajador. Cualquier cargo por el alquiler de la vivienda será pagado directamente por el empleador al propietario u operador de la vivienda. Si se proporcionan adaptaciones públicas a los trabajadores, el empleador acepta pagar todos los cargos relacionados con la vivienda directamente a la administración de la vivienda. El empleador acepta que los cargos en forma de depósitos por ropa de cama u otros imprevistos similares relacionados con la vivienda (por ejemplo, servicios públicos) no deben imponerse a los trabajadores. Sin embargo, el empleador puede exigir a los trabajadores que les reembolsen los daños causados a la vivienda por el (los) trabajador (es) individual (es) que fueron responsables por daños que no son el resultado del desgaste normal relacionado con la habitación. Cuando la práctica predominante en el área del empleo previsto y la ocupación es proporcionar viviendas familiares, el empleador acepta proporcionar viviendas familiares sin costo a los trabajadores con familias que lo soliciten. 20 CFR 655.122 (d), 653.501 (c) (3) (vi).</p> <p>Solicitud de acceso condicional al sistema de autorización intraestatal o interestatal: el empleador asegura que la vivienda divulgada en esta orden de autorización cumplirá con todas las normas locales, estatales o federales aplicables al menos 20 días calendario antes de que la vivienda sea ocupada. 20 CFR 653.502 (a) (3). El oficial certificador no certificará la solicitud hasta que la vivienda haya sido inspeccionada y aprobada.</p> |      |                                                                |                                         |

x. Job Offer Information 24

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - COBERTURA DE COMPENSACIÓN PARA TRABAJADORES |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador acuerda proporcionar cobertura de seguro de compensación para trabajadores en conformidad con la ley estatal que cubre las lesiones y enfermedades que surjan y en el curso del empleo del trabajador. Si el tipo de empleo para el cual se busca la certificación no está cubierto o está exento de la ley estatal de compensación para trabajadores, el empleador acepta proporcionar, sin costo alguno para el trabajador, un seguro que cubra las lesiones y enfermedades que surjan de y en el curso del empleo del trabajador que proporcionará beneficios al menos iguales a los previstos en la ley estatal de compensación de trabajadores para otro empleo comparable. 20 CFR 655.122 (e).</p> |      |                                                                |                                                          |



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

y. Job Offer Information 25

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| 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 ( <i>up to 3,500 characters</i> ) *<br>El empleador acepta proporcionar al trabajador, sin cargo ni cargo por depósito, todas las herramientas, suministros y equipos necesarios para realizar las tareas asignadas. 20 CFR 655.122 (f). |      |                                                                |              |

z. Job Offer Information 26

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - COMIDAS |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>El empleador acepta proporcionar a cada trabajador tres comidas al día o proporcionar instalaciones de cocina y cocina gratuitas y convenientes para los trabajadores que les permitan preparar sus propias comidas. Cuando el empleador proporciona las comidas, la oferta de trabajo indicará el cargo, si corresponde, al trabajador por tales comidas. El monto de los cargos por comidas se rige por 20 CFR 655.173. 20 CFR 655.122 (g). |      |                                                                |                      |



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

. Job Offer Information 27

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador acepta proporcionar los siguientes beneficios de transporte y subsistencia diaria a los trabajadores elegibles.</p> <p>A. Transporte al lugar de empleo (entrante): Si el trabajador completa el 50 por ciento del período del contrato de trabajo, y el empleador no proporcionó directamente dicho transporte o subsistencia o de otra manera aún no ha pagado al trabajador por dichos costos de transporte o subsistencia, el empleador acepta reembolsar al trabajador los costos razonables incurridos por el trabajador para el transporte y la subsistencia diaria desde el lugar desde el cual el trabajador ha venido a trabajar para el empleador, ya sea en los Estados Unidos o en el extranjero, hasta el lugar de trabajo. El monto del pago de transporte no debe ser menor (y no se requiere que sea mayor) que los cargos de transporte comunes más económicos y razonables para las distancias involucradas. La cantidad que el empleador pagará por los gastos diarios de subsistencia son las cantidades divulgadas en esta orden de autorización, que son al menos tanto como el empleador le cobraría al trabajador por proporcionarle tres comidas al día durante el empleo (si corresponde), pero en ningún evento será menor que la cantidad permitida bajo 20 CFR 655.173 (a). El empleador entiende que la Ley de Normas Laborales Justas se aplica independientemente de los requisitos H-2A e impone obligaciones a los empleadores con respecto al pago de salarios. 20 CFR 655.122 (h) (1). B. Transporte desde el lugar de empleo (ida): si el trabajador completa el período del contrato de trabajo, o es rescindido sin causa, y el trabajador no tiene un empleo posterior H-2A inmediato, el empleador acepta proporcionar o pagar el transporte del trabajador y subsistencia diaria desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo intermedio, partió para trabajar para el empleador. No se proporcionará transporte de regreso a los trabajadores que abandonen voluntariamente el empleo antes del final del período del contrato de trabajo, o que sean despedidos por causa justificada, si el empleador sigue los requisitos de notificación en 20 CFR 655.122 (n). Si el trabajador ha contratado a un empleador posterior que no ha acordado en dicho contrato de trabajo proporcionar o pagar el transporte del trabajador y los gastos de subsistencia diarios desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador debe cubrir dichos gastos. Si el trabajador ha contratado a un empleador posterior que ha acordado en dicho contrato de trabajo proporcionar o pagar el transporte del trabajador y los gastos de subsistencia diarios desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador posterior debe proporcionar o pagar dichos gastos. El empleador no está exento de su obligación de proporcionar o pagar el transporte de regreso y la subsistencia si un trabajador H-2A es desplazado como resultado del cumplimiento del empleador con la regla del 50 por ciento como se describe en la sec. 655.135 (d) de esta subparte con respecto a las referencias hechas después de la fecha de necesidad del empleador. 20 CFR 655.122 (h) (2).</p> <p>C. Transporte diario: el empleador acepta proporcionar transporte entre la vivienda provista o asegurada por el empleador y los lugares de trabajo del empleador sin costo alguno para el trabajador. 20 CFR 655.122 (h) (3).</p> |      |                                                                |                                               |

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>D. Cumplimiento de las normas de transporte: el empleador asegura que todo el transporte provisto por el empleador cumplirá con todas las leyes y regulaciones federales, estatales o locales aplicables. El empleador acuerda proporcionar, como mínimo, los mismos estándares de seguridad de transporte, licencia de conducir y seguro de vehículos según lo requerido por 29 U.S.C. 1841 y 29 CFR 500.105 y 29 CFR 500.120 a 500.128. Si la compensación laboral se utiliza para cubrir el transporte, en lugar del seguro del vehículo, el empleador se asegurará de que dicha compensación laboral cubra todos los viajes o que el seguro del vehículo exista para proporcionar cobertura para viajes no cubiertos por la compensación laboral. El empleador acepta tener un seguro de daños a la propiedad. 20 CFR 655.122 (h) (4).</p> |      |                                                                |                                                              |



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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador acuerda ofrecerle al trabajador un empleo por un número total de horas de trabajo equivalentes a al menos tres cuartos de los días hábiles del período total que comienza con el primer día hábil después de la llegada del trabajador al lugar de empleo o la primera fecha de necesidad contractual anunciada, la que sea posterior, y que finalice en la fecha de vencimiento especificada en el contrato de trabajo o en sus extensiones, si corresponde. 20 CFR 655.122 (i).</p> <p>El empleador puede ofrecerle al trabajador más de las horas de trabajo especificadas en un solo día de trabajo. Para cumplir con la garantía de tres cuartos, no se requerirá que el trabajador trabaje por más de la cantidad de horas especificadas en la orden de trabajo para un día de trabajo, o en el día de reposo o feriado federal del trabajador. Si, durante el período total del contrato de trabajo, el empleador le da al trabajador de EE. UU. o H-2A menos empleo que el requerido por esta garantía, el empleador le pagará a dicho trabajador la cantidad que el trabajador habría ganado si el trabajador hubiera trabajado de hecho el número garantizado de días. No se considerará que un empleador ha cumplido con la garantía de trabajo si el empleador simplemente ha ofrecido trabajo en tres cuartos de los días laborales si cada día laboral no consistió en un número completo de horas de tiempo de trabajo como se especifica en la orden de trabajo. El empleador puede contar todas las horas de trabajo realmente realizadas al calcular si se ha cumplido el período de empleo garantizado. Todas las horas que el trabajador no puede trabajar, hasta un máximo de la cantidad de horas especificadas en la orden de trabajo para un día de trabajo, cuando se le ha ofrecido al trabajador la oportunidad de trabajar y todas las horas de trabajo realmente realizadas (incluido el trabajo voluntario de más de 8 horas en un día de trabajo o en el día de reposo del trabajador o feriados federales), el empleador puede contar al calcular si se ha cumplido el período de empleo garantizado. 20 CFR 655.122 (i).</p> <p>Si el trabajador recibe un pago a destajo, el empleador acuerda utilizar los ingresos promedio por trabajo a destajo por hora del trabajador o el salario por hora requerido, el que sea mayor, para calcular el monto adeudado bajo la garantía de tres cuartos. 20 CFR 655.122 (i).</p> <p>Si el trabajador abandona voluntariamente el empleo antes del final del período de empleo establecido en la orden de trabajo, o es despedido por causa justificada, y el empleador sigue los requisitos de notificación en 20 CFR 655.122 (n), el trabajador no tiene derecho la garantía de tres cuartos. El empleador no es responsable del pago de la garantía de tres cuartos a un trabajador H-2A que el Departamento de Trabajo certifica que es desplazado debido al requisito del empleador de contratar trabajadores estadounidenses calificados y disponibles durante el período de reclutamiento establecido en 20 CFR 655.135 (d), que dura hasta que haya transcurrido el 50 por ciento del período del contrato de trabajo (regla del 50 por ciento). 20 CFR 655.122 (i).</p> <p>Nota importante: En circunstancias donde el contrato de trabajo se rescinde debido a la imposibilidad del contrato bajo 20 CFR 655.122 (o), el período de garantía de tres cuartos termina en la fecha de terminación.</p> |      |                                                                |                                    |

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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador acepta mantener registros precisos y adecuados con respecto a las ganancias de los trabajadores en el lugar o lugares de empleo, o en una o más oficinas centrales establecidas de mantenimiento de registros donde dichos registros se mantienen habitualmente. Todos los registros deben estar disponibles para su inspección y transcripción por el Departamento de Trabajo o un representante debidamente autorizado y designado, y por el trabajador y los representantes designados por el trabajador como lo demuestra la documentación apropiada. Cuando los registros se mantienen en una oficina central de mantenimiento de registros, que no sea en el lugar o lugares de empleo, dichos registros deben estar disponibles para su inspección y copia dentro de las 72 horas posteriores a la notificación del Departamento de Trabajo, o un representante debidamente autorizado y designado, y por el trabajador y representantes designados. El contenido de los registros de ingresos debe cumplir con todos los requisitos reglamentarios y ser retenido por el empleador por un período no menor de 3 años después de la fecha de certificación por parte del Departamento de Trabajo. 20 CFR 655.122 (j).</p> |      |                                                                |                                     |

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| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>El empleador acuerda proporcionar al trabajador en o antes de cada día de pago en una o más declaraciones escritas la siguiente información: (1) las ganancias totales del trabajador para el período de pago; (2) la tarifa por hora del trabajador y / o la tarifa de pago por pieza; (3) las horas de empleo ofrecidas al trabajador (mostrando ofertas de acuerdo con la garantía de tres cuartos según lo determinado en 20 CFR655.122 (i), separadas de cualquier hora ofrecida por encima de la garantía); (4) las horas realmente trabajadas por el trabajador; (5) una desglose de todas las deducciones hechas del salario del trabajador; (6) Si se utilizan tarifas por pieza, las unidades producidas diariamente; (7) fechas de inicio y finalización del período de pago; y (8) el nombre del empleador, dirección y FEIN. 20 CFR 655.122 (k). |      |                                                                |                                                 |

. Job Offer Information 32

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| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>El empleador acepta que ofrecerá, anunciará en su reclutamiento y pagará al menos la tasa salarial de efectos adversos (AEWR), la tasa salarial por hora vigente, la tasa por pieza prevaleciente, la tasa de negociación colectiva acordada, o el salario mínimo federal o estatal, vigente al momento de realizar el trabajo, el que sea más alto.<br>Si al trabajador se le paga por hora, el empleador debe pagar esta tarifa por cada hora o porción que haya trabajado durante un período de pago. Si el (los) salario (s) ofrecido (s) divulgado (s) en esta orden de autorización se basa (n) en comisiones, bonificaciones u otros incentivos, el empleador garantiza que el salario pagado semanalmente, semestralmente o mensualmente será igual o superior al AEWR, prevaleciente salario por hora o tarifa por pieza, el salario mínimo legal federal o estatal, o cualquier tarifa de negociación colectiva acordada, la que sea más alta. Si al trabajador se le paga por pieza y al final del período de pago, la tarifa por pieza no da como resultado ganancias promedio por hora por pieza durante el período de pago, al menos igual a la cantidad que el trabajador habría ganado si el trabajador hubiera sido pagado a la tasa de pago por hora apropiada, el empleador acuerda complementar el pago del trabajador en ese momento para que las ganancias del trabajador sean al menos tanto como el trabajador hubiera ganado durante el período de pago si el trabajador hubiera sido pagado en el horario apropiado tasa salarial por cada hora trabajada. 20 CFR 655.120, 655.122 (l). |      |                                                                |                              |

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| 1. Section/Item Number *                                                                                                                                                                                                         | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - FRECUENCIA DE PAGO |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>El empleador acuerda pagar a los trabajadores cuando sea debido según la frecuencia divulgada en esta orden de autorización. 20 CFR 655.122 (m). |      |                                                                |                                 |

. Job Offer Information 34

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Si un trabajador abandona voluntariamente el empleo antes del final del período del contrato, o es despedido por causa justificada, el empleador no es responsable de proporcionar o pagar los gastos de transporte y subsistencia posteriores de ese trabajador, y ese trabajador no tiene derecho a la garantía de tres cuartos, si el empleador notifica al Departamento de Trabajo y, si corresponde, al Departamento de Seguridad Nacional, por escrito o por cualquier otro método especificado por el Departamento de Trabajo o el Departamento de Seguridad Nacional en el Registro Federal, a más tardar 2 días hábiles después de que ocurra el abandono o la terminación. Se considerará que un trabajador ha abandonado el contrato de trabajo si el trabajador no se presenta a trabajar a la hora y lugar programados regularmente durante 5 días hábiles consecutivos sin el consentimiento del empleador. 20 CFR 655.122 (n). |      |                                                                |                                                         |

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>El empleador acepta hacer todas las deducciones del cheque de pago del trabajador requerido por la ley. Esta oferta de trabajo revela todas las deducciones no requeridas por la ley que el empleador hará del cheque de pago del trabajador y todas esas deducciones son razonables, de acuerdo con 20 CFR 655.122 (p) y 29 CFR parte 531. Los requisitos salariales de 20 CFR 655.120 no se cumplen cuando las deducciones, reembolsos o reembolsos no divulgados o no autorizados reducen el pago del salario realizado al empleado por debajo de los montos mínimos requeridos bajo 20 CFR parte 655, subparte B, o cuando el empleado no recibe dichos montos de forma gratuita y clara porque el empleado planea devolver directa o indirectamente al empleador oa otra persona para beneficio del empleador, la totalidad o parte del salario entregado al empleado. 20 CFR 655.122 (p). |      |                                                                |                                                  |

. Job Offer Information 36

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>El empleador acuerda proporcionar una copia del contrato de trabajo a un trabajador H-2A a más tardar en el momento en que el trabajador solicita la visa, o a un trabajador en el empleo correspondiente a más tardar el día en que comienza el trabajo . Para un trabajador H-2A que viene al empleador de otro empleador H-2A, el empleador acepta proporcionar una copia del contrato de trabajo a más tardar en el momento en que se hace una oferta de empleo al trabajador H-2A. Se proporcionará una copia del contrato de trabajo a cada trabajador en un idioma que el trabajador entienda, según sea necesario o razonable. En ausencia de un contrato de trabajo escrito separado entre el empleador y el trabajador, los términos requeridos de esta orden de autorización, incluidos todos los Anexos, y la Solicitud H-2A certificada para la Certificación de Empleo Temporal serán el contrato de trabajo. 20 CFR 655.122 (q). |      |                                                                |                                                  |





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| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>A. El empleador acuerda proporcionar a los trabajadores referidos a través del sistema de autorización el número de horas de trabajo divulgadas en esta orden de autorización para la semana que comienza con la fecha prevista de necesidad, a menos que el empleador haya modificado la fecha de necesidad al menos 10 días hábiles antes la fecha original de necesidad mediante notificación a la Oficina de retención de pedidos (OHO) por escrito (por ejemplo, notificación por correo electrónico). El empleador entiende que es responsabilidad de la SWA hacer un registro de todas las notificaciones e intentar informar a los trabajadores referidos de la fecha de necesidad modificada de manera expedita. 20 CFR 653.501 (c) (3) (i). Si hay un cambio en la fecha prevista de necesidad, y el empleador no notifica al OHO al menos 10 días hábiles antes de la fecha original de necesidad, el empleador acepta que pagará a los trabajadores elegibles referidos a través del sistema de autorización la tasa especificada de el pago divulgado en esta orden de despacho durante la primera semana a partir de la fecha de necesidad prevista originalmente o proporcionará trabajo alternativo si dicho trabajo alternativo se indica en la orden de despacho. 20 CFR 653.501 (c) (5).</p> <p>B. El empleador acepta que ninguna extensión del empleo más allá del período de empleo especificado en la orden de despacho lo eximirá del pago de los salarios ya ganados, o si se especifica en la orden de despacho como un término de empleo, proporcionando transporte desde el lugar de empleo, como se describe en el párrafo 7.B anterior. 20 CFR 653.501 (c) (3) (ii).</p> <p>C. El empleador asegura que todas las condiciones de trabajo cumplan con el salario mínimo federal y estatal aplicable, trabajo infantil, seguridad social, salud y seguridad, registro de contratistas de trabajadores agrícolas y otras leyes relacionadas con el empleo. 20 CFR 653.501 (c) (3) (iii).</p> <p>D. El empleador acuerda notificar rápidamente a OHO o SWA por correo electrónico y por teléfono inmediatamente después de enterarse de que un cultivo está madurando antes o después, o que las condiciones climáticas, el reclutamiento excesivo u otros factores han cambiado los términos y condiciones de empleo. 20 CFR 653.501 (c) (3) (iv).</p> <p>E. Si actúa como un contratista de mano de obra agrícola (FLC) o un empleado de contratista de mano de obra agrícola (FLCE) en esta orden de autorización, el empleador asegura que tiene un certificado FLC federal válido o una tarjeta de identificación federal FLCE y, cuando corresponda, cualquier certificado estatal FLC requerido. 20 CFR 653.501 (c) (3) (v).</p> <p>F. El empleador asegura que los trabajadores de extensión tendrán acceso razonable a los trabajadores en la realización de actividades de extensión de conformidad con 20 CFR 653.107. 20 CFR 653.501 (c) (3) (vii).</p> |      |                                                                |              |

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - HOUSING OCCUPANCY RULES |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This seasonal housing is offered to you by the employer during your employment with the company. Because the dwelling unit is furnished without rent as an incident of employment, and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer is entitled to rent for the period from the day after the employee ceases employment until the day that the housing is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. The tenancy may be terminated by notice from either party if given in the following ways: Where the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and where the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.</p> <p>You are required to abide by the following rules:</p> <ol style="list-style-type: none"><li>Persons not employed by the company are not allowed to stay at the housing unit.</li><li>Keep the housing unit clean and free of garbage both inside and out. Place all garbage and household trash in trash cans and trash dumpsters.</li><li>Do not allow visitors or their children to enter or play in the fields, barns, or around equipment.</li><li>Be considerate of the neighbors:<ol style="list-style-type: none"><li>No loud parties, guests, or late night visitors.</li><li>No live music or loud radios.</li><li>Do not drive vehicles faster than 5 mph.</li><li>Do not discard used vehicle fluids on the ground.</li><li>No fighting, bickering, arguing, and no weapons.</li></ol></li><li>Immediately notify the Farm Manager of any required repairs needed to the housing unit.</li><li>Know where the fire extinguisher is located. Keep it accessible at all times.<ol style="list-style-type: none"><li>Do not discharge it unnecessarily.</li><li>Notify the manager at any time that it is used.</li><li>Extinguisher must be kept in the housing unit at all times.</li></ol></li><li>Workers are prohibited from disabling smoke detectors. Never remove batteries for any other use.</li><li>No smoking is permitted inside the dwelling units.</li><li>No alterations to the housing unit are allowed without the approval of the General Manager.</li><li>Consumption of alcohol or illegal substances is strictly prohibited on the housing property.</li><li>Keep housing unit clean and sanitary including kitchen, toilets and showers. Dishes must be washed promptly after use, and trash must be disposed of on a daily basis, in order to aid in pest control.</li></ol> <p>The housing unit may be inspected at least one time per week by a company inspector to help insure that it is kept in good sanitary condition. You are responsible for all damages to the housing unit during the time that you live there. You are not responsible for normal wear and tear. Damages that you are responsible for will include, but are not limited to: damaged window and door screens, broken windows, broken furniture, missing furniture, broken doors, bedding, damaged or missing kitchen supplies, missing fire extinguishers, missing smoke detectors and batteries, garbage cans, etc.</p> <p>Repeated violations of the housing rules may result in termination of your use of the housing supplied by the company as well as termination of your position.</p> |      |                                                                |                                      |



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| 1. Section/Item Number * | A.8a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2. Name of Section or Category of Material Term or Condition * | Job Duties - |
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| 3.                       | <b>Details of Material Term or Condition (up to 3,500 characters) *</b><br>El empleador le ofrece esta vivienda estacional durante su empleo en la empresa. Debido a que la unidad de vivienda se suministra sin cobrar alquiler como una condición de empleo, y no hay acuerdo sobre la duración del arrendamiento, la duración se determina por los períodos por los cuales se pagan los salarios. Si los salarios se pagan semanalmente o con más frecuencia, entonces el arrendamiento es de semana a semana; Y si los salarios se pagan mensualmente o no se pagan salarios, entonces el arrendamiento es de mes a mes. En el caso de que el empleado deje de trabajar, el empleador tiene el derecho de cobrar renta por el periodo desde el día después de que el empleado deja de trabajar hasta el día en que la vivienda se desocupa a un monto equivalente al monto cobrado por residencias similares situadas en la zona. El arrendamiento podrá ser rescindido mediante notificación de cualquiera de las partes si se da de las siguientes maneras: Cuando el arrendamiento es de mes a mes, con un aviso no inferior a 15 días antes del final de cualquier período mensual; Y donde el arrendamiento es de semana a semana, dando no menos de 7 días de aviso previo al final de cualquier período semanal.<br><br>Es requerido que respete las siguientes reglas:<br>1. No se permite las personas no empleadas por la compañía permanezca en la vivienda.<br>2. Mantener vivienda limpia y libre de basura adentro y afuera. Colocar toda la basura en botes de basura y contenedores de la basura.<br>3. No permitir que los visitantes o sus niños entren o jueguen en los campos, graneros o alrededor del lugar.<br>4. Ser respetuosos de los vecinos:<br>a. Ningunas fiestas ruidosas, huéspedes o visitantes muy tarde en la noche.<br>b. Ninguna música en vivo o radios ruidosas.<br>c. No conducir los vehículos más rápido que 5 mph.<br>d. No desechar los líquidos usados del vehículo en la tierra.<br>e. Ninguna pelea, disputa, discusión y ningunas armas.<br>5. Notificar inmediatamente a encargado de la granja de cualquier reparación necesaria a la unidad de alojamiento.<br>6. Saber dónde se localiza el extinguidor. Mantenerlo accesible siempre.<br>a. No descargar innecesariamente.<br>b. Notificar a encargado en cualquier momento que se utilice.<br>c. El extinguidor se debe mantener en la unidad de alojamiento siempre.<br>7. Se prohíbe a los trabajadores incapacitar a los detectores de humo. Nunca quitar las baterías para cualquier otro uso.<br>8. No se permite fumar dentro de las unidades de vivienda.<br>9. No se permite ningunas alteraciones a la unidad de alojamiento sin la aprobación del campero.<br>10. El consumo de alcohol o sustancias ilegales está estrictamente prohibido en la propiedad de vivienda.<br>11. Mantenga la unidad de vivienda limpia e higiénica, incluyendo la cocina, los baños y las duchas. Los platos deben lavarse inmediatamente después de su uso y la basura debe desecharse diariamente para ayudar a controlar las plagas. |                                                                |              |

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| 1. Section/Item Number * | A.8a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Fair Food Program and H-2A Rights - Part 1 |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------------------------|
| 3.                       | <b>Details of Material Term or Condition (up to 3,500 characters) *</b><br>Welcome to the Fair Food Program<br>You will be working for a company that participates in the Fair Food Program (FFP). The FFP was created by the Coalition of Immokalee Workers, a human rights organization led by farmworkers. The FFP promotes farms where workers and growers benefit from a fair and dignified work environment. Your rights under the Fair Food Program will be monitored and enforced by the Fair Food Standards Council (FFSC). This is a short introduction to those rights. You will receive more detailed training when you get to the farm.<br>Complaints and Questions<br>On FFP farms, workers (that means you!) are empowered to help ensure that your rights are respected. You can always make a complaint about problems that you or your co-workers experience, without the fear of retaliation. Supervisors cannot fire you or retaliate against you in any way because you make complaints to the company or the FFSC. Your complaints will be taken seriously by the people investigating them. And, if you want, your complaint will be kept confidential. If you have any complaints or questions about your experience at the farm, you can always contact the Fair Food Standards Council - 24 hours a day, 7 days a week - by calling FFSC's toll-free complaint line:<br>Fair Food Standards Council<br>Toll-Free • 24/7 • Confidential<br>1-855-873-9494<br>Discipline and Terminations<br>FFP farms are required to use a progressive discipline policy when disciplining workers, and generally cannot terminate workers without first issuing a verbal warning and at least one written warning. However, farms do have some "zero-tolerance" rules in which a worker can be terminated for a single offense, including acts of violence and sexual assault.<br>If you are terminated without first receiving verbal and written warnings, or if you believe that you have been inappropriately disciplined, please contact the Fair Food Standards Council.<br>Hours and Timekeeping<br>In the FFP, farms are required to have an accurate system for recording all of the hours that you work. You should control your time registration device – your ID badge or time card – during clock-in and clock-out. You should clock in as soon as you arrive at the company's property, and should not be required to clock out until all tasks are complete and you are leaving the farm. This is important because every worker must earn at least the legal hourly minimum wage, even if you are being paid by the piece.<br>Fair Food Program Bonus<br>Workers in the FFP receive a bonus in their regular paychecks. The bonus is paid for by certain companies that buy tomatoes from the farm. That bonus will change each week depending on how much your farm sells to those companies and how much you earn each week. |                                                                |                                                         |



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| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Bienvenido al Programa por Comida Justa</p> <p>Usted estará trabajando para una compañía que participa en el Programa por Comida Justa. El Programa por Comida Justa fue creado por la Coalición de Trabajadores de Immokalee, una organización de los derechos humanos dirigido por los trabajadores del campo. El Programa promueve granjas en donde los trabajadores y los granjeros se benefician de un ambiente justo y dignificado en la labor. Sus derechos bajo el Programa por Comida Justa se hacen valer y son monitoreados por el Consejo por Comida Justa ("El Consejo"). Esta es una pequeña introducción a esos derechos. Usted recibirá un entrenamiento más detallado cuando llegue a la granja.</p> <p><b>Quejas y Preguntas</b></p> <p>En las granjas bajo el Programa por Comida Justa, los trabajadores (¡eso significa Usted!) tienen el poder de ayudar en asegurar que se respeten sus derechos. Usted siempre puede presentar una queja sobre problemas que sus compañeros o usted enfrenten, sin miedo de represalia. Los supervisores no pueden correrlo o tomar represalias en su contra por haber presentado una queja a la compañía o al Consejo. Sus quejas serán tomadas seriamente por las personas encargadas de investigarlas. Y si así lo prefiere, su queja será resguardada bajo estricta confidencialidad. Si usted tiene cualquier queja o pregunta sobre su experiencia trabajando con la granja, siempre puedes contactar al Consejo por Comida Justa – 24 horas al día, 7 días a la semana – llamando al número gratuito del Consejo:</p> <p>Consejo por Comida Justa<br/>Gratuito • 24/7 • Confidencial<br/>1-855-873-9494</p> <p><b>Disciplina y Terminaciones</b></p> <p>Las granjas del Programa por Comida Justa están obligadas a usar una política de disciplina progresiva cuando disciplinan a los trabajadores, y generalmente no pueden despedir a los trabajadores sin dar primero una advertencia verbal y al menos una advertencia por escrito. Sin embargo, las granjas tienen algunas reglas de "tolerancia cero" en las que un trabajador puede ser despedido por una sola ofensa, incluidos actos de violencia y agresión sexual.</p> <p>Si usted es despedido sin recibir advertencias verbales y escritas, o si cree que ha sido disciplinado de manera injusta, por favor comuníquese con el Consejo por Comida Justa.</p> <p><b>Registro de Horas en la Labor</b></p> <p>Bajo el Programa por Comida Justa, las granjas están obligadas a tener un sistema preciso para registrar todas las horas que usted trabaje en la labor. Usted debe de tener bajo su control su registro de horas – usando su tarjeta de identificación o su tarjeta de horas – cuando ponche sus entradas y salidas. Debe de ponchar su entrada en cuanto llegue a la propiedad de la compañía, y no debe de ser obligado ponchar su salida hasta que todas las actividades del día hayan sido terminadas y estas saliendo de la granja por el día. Este registro de horas es importante porque cada trabajador debe de ganar el salario mínimo legal, aún si le pagan por pieza o contrato.</p> <p><b>Bono del Programa por Comida Justa</b></p> <p>Trabajadores bajo el Programa por Comida Justa reciben un bono en sus cheques. El bono es pagado por ciertas compañías que compran tomates de la granja. La cantidad del bono cambiará cada semana dependiendo de la cantidad de tomates que venda la granja a esas compañías y cuanto ganas cada semana.</p> |      |                                                                |                                                        |

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| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><b>Llenando la Cubeta</b></p> <p>Bajo el Programa por Comida Justa se requiere que los trabajadores en la pesca llenen sus cubetas con tomates sólo al ras. No deben de pedirle que llene su cubeta con copete – es hasta el ras y sin sacudir la cubeta.</p> <p><b>Salud y Seguridad en la Labor</b></p> <p>La granja está obligada a asegurar la protección de la salud y seguridad de los trabajadores:</p> <ul style="list-style-type: none"> <li>• La granja está obligada a permitir que los trabajadores dejen de trabajar – sin ninguna represalia – en cualquier situación en que un trabajador sienta que su salud o seguridad está en riesgo o peligro.</li> <li>• La granja está obligada a parar el trabajo cuando haya un peligro a la salud o seguridad de los trabajadores, como relámpagos, calor extremo, el spray de químicos pesticidas, u otros peligros inmediatos.</li> <li>• La granja está obligada a ofrecer sombra a toda hora en los lugares en donde se esté trabajando.</li> <li>• Equipo de protección personal debe de proveerse en casos necesarios y usted debe de recibir entrenamiento en el uso de este equipo para su protección.</li> <li>• La granja está obligada a asegurar que haya agua limpia para tomar y los baños limpios siempre estén disponibles y accesibles durante cada día de trabajo.</li> <li>• La granja está obligada a darle acceso a atención médica – y pagar sus cuentas médicas y el costo de su medicina – en caso de que usted sufra de alguna lesión o enfermedad causada por el trabajo.</li> <li>• La granja le dará suficientes descansos (breaks) durante el día, incluyendo suficiente tiempo para el lonche.</li> </ul> <p><b>Un Ambiente de Trabajo Respetuoso</b></p> <p>La granja debe de ofrecer un ambiente de trabajo en el que todos los trabajadores sean respetados. El trabajo forzado, la violencia, las armas y el asalto sexual nunca se permiten en una granja del Programa por Comida Justa. También tiene derecho a trabajar sin ser víctima de abuso verbal, discriminación o acoso sexual. Por ejemplo:</p> <ul style="list-style-type: none"> <li>• Abuso Verbal: Los supervisores no pueden usar lenguaje ofensivo, hablar con los trabajadores sin respeto o gritarles a los trabajadores.</li> <li>• Discriminación: Los trabajadores no deben de ser tratados de manera diferente debido al color de su piel, el país de procedencia, los idiomas que hablan, su género u orientación sexual.</li> <li>• Acoso Sexual: Los trabajadores no deben estar sujetos a toques no deseados, lenguaje vulgar o bromas, acoso, demandas de actividad sexual o promesas de un mejor tratamiento basado en favores sexuales).</li> </ul> <p>Volver a Trabajar en Futuros Contratos H-2A: Cuando regrese a México después de terminar su contrato debe de ir a la oficina local del Servicio Nacional de Empleo (SNE) para informarse si será elegible de volver a trabajar en un futuro contrato. Si usted cree que no fue invitado a regresar por haber reportado quejas durante su contrato, o le informan que no es elegible para regresar con la misma granja y usted cree que esa determinación fue tomada en base a información incorrecta, tiene el derecho de consultar y/o apelar esa decisión contactando al Consejo: 1-855-873-9494. Incluso si no es elegible para volver a la misma compañía, puede que aún sea elegible para trabajar bajo un contrato nuevo con otra granja que participe en el Programa por Comida Justa.</p> <p><b>IMPORTANTE:</b> Si usted se ha lesionado o accidentado en el trabajo, o ha sido despedido y tiene preguntas sobre sus derechos, comuníquese con el Consejo por Comida Justa lo más pronto posible, antes de regresar a México.</p> |      |                                                                |                                                          |



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| <b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br>Filling the Bucket<br>Workers in the FFP are only required to fill their harvesting buckets with tomatoes to the rim of the bucket. You are not required to put tomatoes above the rim of the bucket, but you also can't shake your bucket.<br><br>Health and Safety at Work<br>The farm must ensure that workers' safety and health are protected: <ul style="list-style-type: none"><li>• The farm is required to allow workers to stop working - without retaliation – under any circumstance in which a worker believes that their health and safety is threatened or in danger.</li><li>• The farm is required to stop work when there are threats to workers' health or safety, such as lightning, excessive heat, drift from pesticide spraying, or other immediate dangers.</li><li>• The farm is required provide shade at all times and locations that work being done. Protective equipment must be provided when necessary, and you must be trained on how to use the equipment correctly.</li><li>• The farm is required to ensure that clean drinking water and clean bathrooms are available and easily accessible throughout each workday.</li><li>• The farm is required to provide you with access to medical care - and pay for any medical bills or medicine - if you get sick or injured on the job.</li><li>• The farm must give you the opportunity to take a reasonable number of breaks during the day, to rest, drink water, use the bathroom, and use the shade that is made available to you.</li><li>• Workers must be provided with reasonable days off to rest.</li></ul><br>A Respectful Work Environment<br>The farm must offer a work environment in which all workers are respected. Forced labor, violence, weapons, and sexual assault are never allowed on a Fair Food Program farm. You also have the right to work without being subject to verbal abuse, discrimination, or sexual harassment. For example: <ul style="list-style-type: none"><li>• Verbal Abuse: Supervisors cannot use offensive language, speak to workers disrespectfully, or yell at workers.</li><li>• Discrimination: Workers should not be treated differently due to the color of their skin, the country they come from, the languages that they speak, their gender, or sexual orientation;</li><li>• Sexual Harassment: Workers should not be subject to unwanted touching, vulgar language or jokes, stalking, demands for sexual activity, or promises of better treatment based on sexual favors).</li></ul><br>Returning to Work on Future H-2A Contracts<br>When you return to Mexico after your contract ends, you must go to your local SNE office to find out if you are eligible to return on a future contract. If you learn that you are not eligible to return to the same farm, you can appeal that decision by contacting the FFSC at 1-855-873-9494. Even if you are not eligible to return to the same farm, you may be eligible to work on a new contract at another FFP farm. |      |                                                                |                                                         |

. Job Offer Information 44

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| <b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br>Additional H-2A Protections<br>In addition to knowing your rights and responsibilities under the Fair Food Program, make sure you are familiar with the protections you have under the U.S. laws as an H-2A worker. Here are a few of the most important legal protections you have:<br><br>Recruitment Fees: All recruitment of workers from Mexico for the H-2A program on FFP farms must be done through the National Employment Service (SNE). No other person or agency may recruit workers. No one is permitted to charge you any fees for helping you get a job. If anyone asks you to pay them or anyone else for helping you find work on a FFP farm, call FFSC to report this at our toll-free number: 1-855-873-9494.<br><br>Reimbursement/Payment of Travel Expenses: You will have to pay for certain things when you travel from your hometown to the farm in the U.S. Remember to request and keep copies of receipts for all expenses from your hometown to the farm in the United States, including transportation, food, and lodging. You will receive payment from the farm for those expenses. Usually you will get this money in the first pay period you work, but always by the time you complete 50% of your contract. If you complete your contract, the company will also pay for you to return home, including reasonable costs for travel, food and lodging.<br><br>AEWR<br>PLEASE READ YOUR CONTRACT (ETA FORM 790) CAREFULLY. It should be written in your native language. If necessary, get someone to read it with you and explain anything you do not fully understand. This form will tell you the minimum you should be paid for every hour that you work. That is usually in paragraph # 17 on page 4 of the form. How much you will be paid per hour is called "AEWR". The AEWR depends on where you will be working in the U.S. The AEWR is your minimum hourly wage for the contract. That means that even if your employer pays you a "piece rate" – meaning you are paid based on the tasks you are performing, for example the number of buckets you harvest– you must be paid at least the amount in paragraph 17 for every hour you have worked during the week. But, you can make more than the minimum hourly rate in paragraph #17 if you are a very fast worker.<br><br>3/4 Guarantee<br>Look carefully at paragraphs # 9 and # 11 on pg. 1 of your contract (the ETA Form 790). They will tell you the period of time you are being hired for, and the number of hours per week your employer expects you to work. Those hours are not guaranteed for each week, but the employer has agreed to pay you for at least 75% of the total hours shown in your contract even if you are not asked to work that amount.<br>Example<br>Let's say your contract runs from 4/3/16 to 7/23/16 and the farm expects you to work 35 hours from Monday through Friday, and another 5 hours on Saturdays, for a total of 40 hours per week. The AEWR you are promised is \$10.59 per hour. Under the "3/4 Guarantee", you are guaranteed to make at least \$5,083.20 for working in the U.S. under your H-2A contract, based on \$10.59 per hr. x 40 hrs. per week x 16 weeks x 75%.<br><br>Housing and Meals<br>The farm must provide you with housing that is safe at no cost to you. The farm must also provide free and convenient cooking facilities where you can prepare your own meals, or must provide you with three meals a day for which you can be charged an amount limited by law. |      |                                                                |                                                         |



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

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| <b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br>Protecciones Adicionales para Trabajadores H-2A<br><br>Además de conocer sus derechos y responsabilidades bajo el Programa por Comida Justa, asegúrese de estar familiarizado con las protecciones bajo las leyes de los Estados Unidos de América como un trabajador H-2A. Estas son algunas de las protecciones legales más importantes bajo el programa H-2A:<br><br>Tarifas de Reclutamiento<br>Todo el reclutamiento de trabajadores de México para el programa H-2A en granjas bajo el Programa por Comida Justa debe de ser realizado por el Servicio Nacional de Empleo (SNE). Ninguna otra persona o agencia puede reclutar trabajadores. No es permitido que le cobren ninguna tarifa por ayudarlo a conseguir un trabajo. Si alguien le pide algún tipo de pago por ayudarlo a encontrar trabajo en una granja del Programa por Comida Justa, por favor llame al número gratuito del Consejo para reportar el incidente: 1-855-873-9494.<br><br>Reembolso/Pago por Gastos de Viaje<br>Usted tendrá que pagar ciertos gastos cuando viaje desde su lugar de origen a la granja en los Estados Unidos. Pida y guarde copias de los recibos por todo lo que pague desde su hogar hasta la granja en los Estados Unidos, incluyendo transporte, comida y alojamiento. La granja le reembolsará por esos gastos. Usualmente usted recibirá este reembolso en su primer periodo de pago que haya trabajado, e invariablemente para cuando complete el 50% de su contrato. Si termina su contrato, la compañía pagará por su regreso a México o país de origen, incluyendo costos razonables por transporte, comida y alojamiento.<br><br>AEWR<br>POR FAVOR LEA CUIDADOSAMENTE SU CONTRATO (ETA FORMA 790). El documento debe de estar escrito en su lengua materna. Si es necesario pídale a alguien que lea con usted el contrato y le explique cualquier detalle que no comprenda totalmente. Este documento debe de informarle del mínimo que deben de pagarle por cada hora de trabajo, aunque la compañía le pague por destajo o por pieza. Usualmente esta información está en el párrafo #17 en la página 4 de la forma. Cuánto le pagarán por hora se llama "AEWR". El AEWR depende de dónde estará trabajando en los Estados Unidos. El AEWR es su salario mínimo por hora bajo el contrato. Eso significa que si la compañía le paga por pieza – es decir por cubeta piscada, por ejemplo – usted debe de recibir al menos la cantidad establecida en el párrafo #17 por cada hora trabajada durante la semana. Pero si usted es un trabajador muy veloz puede ganar más que la cantidad mínima por hora establecida en el párrafo #17. Es decir, el AEWR existe para establecer lo mínimo que uno debe ganar por hora, pero si usted sobrepasa esa cantidad trabajando por pieza o por destajo, se le pagará el monto más alto. |      |                                                                |                                                        |

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| <b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br>Daily individual work assignments, crew assignments, and location of work will be made by and at the sole discretion of the farm manager and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.<br><br>Las tareas diarias de trabajo individual, asignaciones de la cuadrilla, y la ubicación de la obra estarán a cargo y a la exclusiva discreción del administrador de la granja y/o supervisor de la granja de acuerdo a la necesidad que la operación agrícola dicte. Los trabajadores pueden ser asignados a una variedad de funciones en un día determinado y/o tareas diferentes en diferentes días. Se espera que los trabajadores realicen cualquiera de las tareas definidas y trabajen en cualquier tipo de cultivo que le sean asignados por el supervisor del trabajador. |      |                                                                |                   |

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

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| 1. Section/Item Number *                                                                                                                                                                                                                          | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - PROOF OF CITIZENSHIP |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>All workers hired under this order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States. |     |                                                                |                                         |

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| 1. Section/Item Number *                                                                                                                                                                                                                                                          | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - PRUEBA DE CIUDADANÍA |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Todos los trabajadores contratados bajo esta orden serán requeridos a proporcionar la documentación que acredite la ciudadanía estadounidense o estado legal para trabajar en los Estados Unidos. |     |                                                                |                                         |

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

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>SUBSTANCE ABUSE POLICY: The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. Testing may occur pre-hire and may be a part of the interview process.<br><br>POLÍTICA DE ABUSO DE DROGAS: Está prohibido el uso o posesión o estar bajo la influencia de drogas ilegales o alcohol durante el tiempo de trabajo. Se puede solicitar a los trabajadores que se sometan a pruebas aleatorias de drogas o alcohol sin costo para el trabajador. El incumplimiento de la solicitud o las pruebas positivas pueden dar lugar a la terminación inmediata. Las pruebas pueden realizarse antes de la contratación y pueden ser parte del proceso de la entrevista. |      |                                                                |                   |

. Job Offer Information 50

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - null |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>El empleador hará las siguientes deducciones de los salarios de los trabajadores: los impuestos FICA, Medicare e impuestos sobre ingresos que exige la ley; adelantos en efectivo y pago de préstamos; reembolso de los pagos excesivos de los salarios a los trabajadores; el pago de los artículos que el trabajador haya adquirido voluntariamente del empleador; gastos telefónicos de larga distancia; la recuperación de las pérdidas al empleador debido a los daños hechos por el trabajador más allá del desgaste normal por el uso, o la pérdida de equipos o artículos de la vivienda, si se demuestra que el trabajador es responsable. Ninguna deducción que no sea requerida por la ley será hecha que lleve los ingresos por hora de los trabajadores por debajo del salario mínimo federal y el salario mínimo estatal. |      |                                                                |                       |





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

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| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>The employer will pay the prevailing piece rate in a crop activity for which a piece rate is specified if the DOL determines that a higher piece rate is prevailing in the crop activity in the area of intended employment other than the piece rate specified herein. In the event DOL announces a lower prevailing piece rate in a crop activity for which a piece rate is specified herein the employer reserves the right to pay the lower prevailing piece rate as soon as it is announced by DOL. In order to assure workers fair earnings, the employer may in its discretion temporarily raise the piece rate above the offered piece rate herein or may elect to pay workers at the highest hourly rate when, in the employer's judgment, working conditions are unusually adverse. The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the area of intended employment other than the hourly rate specified herein. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is higher or lower than the AEWR herein, the highest of the adjusted AEWR, the prevailing hourly rate, the agreed upon collective bargaining wage, or the federal or State minimum wage will become the new wage rate. In other words, the wage rate may increase or decrease during the life of this contract by DOL notification of such change. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective. |      |                                                                |                   |

. Job Offer Information 52

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| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>El empleador pagará el salario por pieza prevaleciente en una actividad de cultivo donde un salario por pieza haya sido especificado, si el Departamento de Trabajo determina que un salario por pieza más alto prevalece en el área de empleo donde la actividad de cultivo tomará lugar además del salario por pieza especificado en este documento. En el evento que el Departamento de Trabajo anuncie un salario por pieza inferior al que prevalece en una actividad de cultivo donde un salario por pieza ha sido especificado en este documento, el empleador se reserva el derecho de pagar el salario por pieza inferior que prevalezca, tan pronto sea anunciado por el Departamento de Trabajo. Con el fin de asegurar ingresos justos a los trabajadores, el empleador puede, a su discreción, aumentar temporalmente el salario por pieza por encima del salario por pieza ofrecido aquí o puede elegir pagarles a los trabajadores el salario más alto por hora cuando, a juicio del empleador, las condiciones de trabajo sean inusualmente adversas. El empleador aplicará el salario por hora prevaleciente en una actividad de cultivo para la cual un salario por hora haya sido especificado, si el Departamento de Trabajo determina que un salario por hora más alto prevalece en el área de empleo donde la actividad de cultivo tomará lugar, además del salario por hora especificado en este documento. En el evento que el Departamento de Trabajo promulgue un Nuevo Salario por Efectos Adversos, durante el reclutamiento o el periodo del contrato, que sea mayor o menor que el Salario por Efectos Adversos mencionado en este documento, el más alto de los Salarios por Efectos Adversos Ajustado, el salario por hora que prevalezca, el acuerdo sobre la negociación colectiva de salarios, el salario mínimo. |      |                                                                |                   |



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

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>La unidad de vivienda puede ser inspeccionada al menos una vez por semana por un inspector de la empresa para ayudar a asegurar que se mantiene en buenas condiciones sanitarias.<br>Usted es responsable de todos los daños a la unidad de alojamiento durante el tiempo que usted vive allí. Usted no es responsable de desgaste normal y de rasgón. Los daños para los cuales usted sea responsable incluyen, pero no se limiten a: daños severos de la ventana y de la puerta, ventanas rotas, muebles rotos, muebles faltantes, puertas rotas, camas, suministros de cocina dañados o faltantes, extinguidores faltantes, detectores de humos y baterías faltantes, latas de basura, etc. Las violaciones repetidas de las reglas de la vivienda pueden resultar en la terminación de su uso de la vivienda suministrada por la compañía así como la terminación de su empleo. |      |                                                                |                                                    |

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| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Garantía de los $\frac{3}{4}$<br>Revise cuidadosamente los párrafos #9 y #11 en la página 1 de su contrato (ETA Forma 790). Estos párrafos le dirán el periodo de tiempo que será contratado para trabajar con la granja y el número de horas por semana que la compañía espera que usted trabaje. Esas horas por semana no son garantizadas, pero la compañía ha accedido a pagarle por el 75% del total de las horas que su contrato dice, incluso no es requerido que trabaje ese número de horas.<br>Ejemplo<br>Digamos que su contrato es del 3 de abril del 2020 al 23 de julio del 2020 y la granja espera que trabaje 35 horas de lunes a viernes, y 5 horas los sábados, para un total de 40 horas por semana. El AEW que le prometieron es de \$11.24 por hora. Bajo la "Garantía de los $\frac{3}{4}$ ", está garantizado que gane por lo menos \$5,083.20 por trabajar en los Estados Unidos bajo su contrato H-2A (en otras palabras, \$11.24 por hora x 40 horas por semana, x 16 semanas, x 75%).<br><br>Es importante recordar que la garantía de los $\frac{3}{4}$ se calcula y paga al final del contrato. Usted puede ver cuantas horas lleva acumuladas trabajando en su periodo de contrato en su talón de cheque.<br><br>Vivienda y Comida<br>La granja debe de proveerle con vivienda que sea segura, sin costo alguno para usted. La granja debe de proveer también facilidades de cocina para que pueda preparar sus propias comidas, o proveerle con tres comidas al día, que se le cobrarán a una cantidad delimitada bajo la ley. |      |                                                                |                                                        |



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

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| 1. Section/Item Number *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - undefined |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Ag-Mart Produce, Inc. would like to provide the Chicago NPC with clarification as to its policy regarding pre-hire drug testing and background checks. Furthermore, all testing will be completed solely at the expense of Ag-Mart Produce, Inc.</p> <p>Ag-Mart Produce, Inc. intends to provide a safe work environment for all of its employees. Therefore, Ag-Mart Produce, Inc. is conducting the pre-hire screening necessary to reasonably prevent workplace injuries and/or the finding that it was negligent in hiring an individual which created an unnecessary risk to the safety of themselves or others. See Erika Harrell, Bureau of Justice Statistics, U.S. Dep't of Justice, Workplace Violence, 1993-2009, at 1 (2011), <a href="http://bjs.ojp.usdoj.gov/content/pub/pdf/ww09.pdf">http://bjs.ojp.usdoj.gov/content/pub/pdf/ww09.pdf</a>. See also, Stires v. Carnival Corp., 243 F. Supp. 2d 1313, 1318 (M.D. Fla. 2002) ("[N]egligent hiring occurs when ... the employer knew or should have known of the employee's unfitness, and the issue of liability primarily focuses upon the adequacy of the employer's pre-employment investigation into the employee's background.").</p> <p>Employers have a common law duty to exercise reasonable care in hiring to avoid foreseeable risks of harm to employees. Importantly, if an employee engages in harmful misconduct on the job, and the employer has not exercised such care in selecting the employee, the employer may be subject to liability for negligent hiring. As a responsible employer, Ag-Mart Produce, Inc. has created a pre-hire process that will screen candidates for drug use and criminal offenses which may create an unreasonable risk to the safe work environment that it seeks to provide for all of its workers.</p> <p>The nexus that can be drawn between the natures of the job opportunity and the pre-hire screening lies in the crux of the safe work environment and responsible hiring theory. An agricultural employer is required to conduct safety training before an employee can work in the field, and the position requires an abundance of physical labor. Any disregard of the safety requirements within the field, and the physical nature of the position, create an unsafe environment and/or risk of injury if an employee were to report to the job site under the influence of drugs. Not only does an employee that is a habitual drug user pose a threat to their own safety, they pose a threat to the safety of others. In addition to the natural safety risk of an employee that reports to the job site under the influence of drugs, any employee that has a history of violently attacking another individual will pose a risk to the safety of other workers. Thus, Ag-Mart Produce, Inc. will inquire into particular offenses that include the violation of laws regarding the use or possession of drugs, sexual-offenses, and any offenses which include physical violence against others.</p> |     |                                                                |                              |

. Job Offer Information 56

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