



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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	64	64	3. Begin Date * 12/10/2022	4. End Date * 5/31/2023			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<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>1</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>12</u> <u>41</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>01</u> <u>90</u>		Per 8 X 1 Clamshell flat of Strawberries. Employer may offer payment through check or direct deposit cash card. When multiple options are given the employee can choose how to receive wages.	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input 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). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<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 type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>80</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. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) *			
See Addendum C			

C. Place of Employment Information

1. Address/Location *			
(Alonso Farms, Corp.) 4601 Gallagher Road			
2. City *	3. State *	4. Postal Code *	5. County *
Plant City	Florida	33565	Hillsborough
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
64 Workers needed from 12/10/2022 to 5/31/2023.			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
57 S. Phillips Street			
2. City *	3. State *	4. Postal Code *	5. County *
Lake Wales	Florida	33853	Polk
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
House		1	10
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
Gas, electricity, heat is provided, furniture, eating and cooking utensils are also provided. Family housing is not available and is not a prevailing practice in the area of intended employment.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input 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.)
The employer will provide a free and convenient cooking and kitchen facility (including utensils) that will enable the workers to prepare their own meals. Kitchen facilities will include the necessary equipment, appliances (including refrigeration), cooking accessories, dishwashing facilities with adequate sinks that have hot and cold water under pressure that are in working condition to sufficiently prepare three (3) meals a day. If the kitchen facility becomes unavailable, we will hire a catering company to provide 3 meals per day and deduct the daily food amount published in the federal register. Free transportation in an approved vehicle will be provided at least once each week for the workers to purchase food at the grocery store.

2. If meals are provided, the employer: *	<input checked="" type="checkbox"/> WILL NOT charge workers for such meals.
	<input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> 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.)
Free transportation will be provided for ALL workers between the employer-provided housing and the worksite each day. U.S. Domestic workers who do not reside in employer-provided housing can report to housing to ride on employer-provided transportation or establish a designated reporting site, with the employer, to meet at each workday. Transportation, at no cost, will be provided to grocery and/or laundry once each week.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)
Inbound: Employer will provide lodging in Consulate city and arrange a charter bus/van or public transportation to the place of employment from the Consulate. Employer will reimburse the worker for transportation cost and subsistence (including travel insurance) to the employer's worksite from the place of recruitment upon completion of 50 percent of the contract period.
(See Addendum C for Inbound cont. and Outbound)

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	\$ <u>14</u> . <u>00</u>	per day *
	b. no more than	\$ <u>59</u> . <u>00</u>	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.)

For referrals from beyond normal commuting distance, an application or resume can be sent to the employer for a telephone interview. Telephone interviews for this work will be scheduled from 10 a.m. to 4 p.m. Western Time, Monday-Thursday @ 772-465-2626, ask for Skyla McCarthy. Resumes and applications emails to haysharvesting@gmail.com . Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. Go to your local Florida Job Center to inquire about this position. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer.

Applicants must be 18 years or older.

This employer may participate in the E-Verify Program.

Workers should bring with them original documentation of identity and employment eligibility (original documentation), to complete the I-9 form.

A copy of the work contract or a copy of the ETA 790 in lieu of a work contract, and any modification, will be provided to the worker on the day the work commences.

2. Telephone Number to Apply *

+1 (772) 465-2626

3. Email Address to Apply *

haysharvesting@gmail.com

4. Website address (URL) to Apply *

www.employflorida.com

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No



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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 * Hays	2. First (given) name * Peter	3. Middle initial \$
4. Title * Owner		
5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>		6. Date signed * 10/13/2022

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
5115	General Farm Labor	\$ 12 . 41	Hour	Employer may offer payment through check or direct deposit cash card. When multiple options are given the employer can choose how to receive wages.
3820	Operating Equipment	\$ 12 . 41	Hour	Employer may offer payment through check or direct deposit cash card. When multiple options are given the employee can choose how to receive wages.
1112	Cucumbers/Peppers/Squash	\$ 12 . 41	Hour	Employer may offer payment through check or direct deposit cash card. When multiple options are given the employee can choose how to receive wages.
1113	Strawberry Planting/Harvesting	\$ 12 . 41	Hour	\$1.90 per 8 X 1 pound clamshell flat for Strawberries Harvested. Jobs associated with this employment is paid by the piece rate, however, \$12.41 per hour or higher prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the workers total pay period from piece-rate earnings fall below the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate. There is a possibility of earning a higher piece rate.
1113	Harvesting Blueberries	\$ 12 . 41	Hour	\$4.00 per gallon bucket or \$0.67 per pound for Blueberries Harvested. Jobs associated with this employment is paid by the piece rate, however, \$12.41 per hour or higher prevailing wage rate if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the workers total pay period from piece-rate earnings fall below the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate. There is a possibility of earning a higher piece r
1113	Harvesting Muscadine Grapes	\$ 12 . 41	Hour	\$5.75/10lb bucket & \$7.50/20lb bucket of harvested Muscadine Grapes. Jobs associated with this employment is paid by the piece rate, however \$12.41 per hour or higher prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the workers total pay period from piece-rate earnings fall below the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate.
		\$.		
		\$.		
		\$.		
		\$.		

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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 §
Alonso Farms, Corp.	5805 Ike Smith Road Plant City, Florida 33565 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Alonso Farms, Corp.	8701 W Knights Griffin Road Plant City, Florida 33565 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Alonso Farms, Corp.	3848 Sumner Road Dover, Florida 33527 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Antonio Gutierrez	Hwy 39 Block-4405 James L Redman Pkw Plant City, Florida 33567 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Antonio Gutierrez	Wihmauma Block- 27.7011175, - 82.2337503 Florida HILLSBOROUGH	"NONE"	12/10/2022	5/15/2023	64
Antonio Gutierrez	Gallagher Block- 13146 Tom Gallagher Road Dover, Florida 33527 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Antonio Gutierrez	Washington Block- 3503-3519 Washington Road Valrico , Florida 33594 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Antonio Gutierrez	Branchwood Block- 2604 Branchwood Road Plant City, Florida 33567 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Deshong Strawberry Patches, Inc.	4801 Deshong Drive Plant City, Florida 33563 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Byrd Groves, Inc. -DNL	Byrd Groves/Watts Groves/Rosita Groves-6610 Lake Hatchineda Road Haines City, Florida 33844 POLK	"NONE"	12/10/2022	5/31/2023	64

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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 §
Byrd Groves, Inc. -DNL	D&L Grove- 11735 Jim Edwards Road Haines City, Florida 33844 POLK	"NONE"	12/10/2022	5/31/2023	64
Byrd Groves, Inc. -DNL	Wilson Grove- 11735 Black Road Lake Wales , Florida 33844 POLK	"NONE"	12/10/2022	5/31/2023	64
Gaona Farms	4511 Strauss Road Plant City, Florida 33565 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Gaona Farms	8937 Paul Buchman Hwy Plant City, Florida 33565 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Gaona Farms	Frontage Road Plant City, Florida 33563 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Gaona Farms	4227 Keene Road Plant City, Florida 33565 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Gaona Farms	1201 Williams Road Plant City, Florida 33565 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Green Citrus Tree Planting	4801 White Clay Pit Road Haines City, Florida 33844 POLK	"NONE"	12/10/2022	5/31/2023	64
Ingram Family Farms, Inc.	500 Ingram Ranch Road Haines City, Florida 33844 POLK	"NONE"	12/10/2022	5/31/2023	64
Hernandez Farms	4402 W Keysville Road Plant City, Florida 33566 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64

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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 §
Hernandez Farms	514 Trapnell Road Plant City, Florida 33566 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Hernandez Farms	2504 Sparkman Road Plant City, Florida 33566 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Hernandez Farms	3006 E Trapnell Road Plant City, Florida 33566 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Hernandez Farms	2712 Jim Johnson Road Plant City, Florida 33566 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Hernandez Farms	8489 Turkey Creek Road Plant City, Florida 33567 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
M Chavez Farms	6304 CR-39 Plant City, Florida 33565 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
M Chavez Farms	3412 Mcintosh Road Dover, Florida 33527 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
M Chavez Farms	4040 Bethlehem Road Dover, Florida 33527 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
M Chavez Farms	4610 Stanley Road Plant City, Florida 33565 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
M Chavez Farms	210 E Knights Griffin Road Plant City, Florida 33565 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64

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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 §
M Chavez Farms	1703 E Knights Griffin Road Plant City , Florida 33565 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
M & G Berry Farms, LLC	8733 Carey Road Lithia , Florida 33547 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Berry Red Farms	5531 Bobcat Trail Plant City, Florida 33567 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Berry Red Farms	5954 Whitehead Road Plant City, Florida 35667 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Berry Red Farms	45105 SR 62 Parrish, Florida 34219 MANATEE	"NONE"	12/10/2022	5/31/2023	64
Pebbledale Farms	905 Bennet Road Ona, Florida 33865 HARDEE	"NONE"	12/10/2022	5/31/2023	64
Berry Patches	5704 Downing Street Dover, Florida 33527 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Berry Patches	2901 Dover Sydney Road Dover, Florida 33527 HILLSBOROUGH	"NONE"	12/10/2022	5/31/2023	64
Sunny's Sweet Farms, Inc.	1872 kenmcleod Road Wauchula, Florida 33873 HARDEE	"NONE"	12/10/2022	5/31/2023	64
Sunny's Sweet Farms, Inc.	5064 State Road 62 Bowling Green , Florida 33834 HARDEE	"NONE"	12/10/2022	5/31/2023	64

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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 §
Sunny's Sweet Farms, Inc.	4335 Alderman Road Bowling Green, Florida 33834 HARDEE	"NONE"	12/10/2022	5/31/2023	64
Roque Farms	475 Sweetwater Road Zolfo , Florida 33890 HARDEE	"NONE"	12/10/2022	5/31/2023	64

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D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
House	2465 Oxendine Road Zolfo Springs, Florida 33890 HARDEE	Gas, electricity, heat is provided, furniture, eating and cooking utensils are also provided. Family housing is not available and is not a prevailing practice in the area of intended employment.	2	15	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	1092 Canberra Circle Apt #103 & #106 Avon Park, Florida 33825 HIGHLANDS	Gas, electricity, heat is provided, furniture, eating and cooking utensils are also provided. Family housing is not available and is not a prevailing practice in the area of intended employment.	2	16	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	1085 Canberra Circle Apt #105 & #202 Avon Park, Florida 33825 HIGHLANDS	Gas, electricity, heat is provided, furniture, eating and cooking utensils are also provided. Family housing is not available and is not a prevailing practice in the area of intended employment.	2	14	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	1101 Canberra Circle Apt #201 Avon Park, Florida 33825 HIGHLANDS	Gas, electricity, heat is provided, furniture, eating and cooking utensils are also provided. Family housing is not available and is not a prevailing practice in the area of intended employment.	1	9	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *	<p>Strawberries: Duties may vary from time to time. Workers will perform assigned duties as instructed by their supervisor. Workers will lay plastic to build bed of strawberry fields and plant strawberries from containers from specified locations. Fruit pickers harvest, sort and gather fruit with their hands. Gently remove fruit from branches and vines making sure not to damage fruit. Pickers are expected to work quickly and efficiently. Strawberries grow on low-lying plants, so you must have the endurance and strength to bend over for a long period of time. You will need to be kneeled for a long period of time collecting the strawberries, once you have removed fruit from the plant you will need to place them in a bucket carefully so no injury may occur to them. Once the container is full, you will take to the shed or designated quality area (located on the farm). Fruit pickers must be detail-oriented, fast, and reliable so they can remove fruit without loss. Prune strawberry bushes by hand using pruning shears and loppers. Remove debris from fields using hoes, shovels, baskets, etc. Worker must be able to withstand working in the direct sunlight and weather conditions ranging from hot and humid weather, moderate rain and cold while performing their required duties. Fruit harvesters must carefully, yet quickly, inspect fruit and bushes for signs of disease, insect manifestations, worms, rot and remove or replace bushes as directed by farm manager. Each worker must pick the plants clean of all ripe fruit. It is the picker's responsibility to sort good product from contaminated or rotting fruit to ensure produce is routed to appropriate facilities for cleaning and distribution. Shovel, haul, spread manure, dig holes, ditches, and trenches. Use hand tools such as shovels, trowels, hoes, tampers, pruning hooks, shears, and knives. Duties may include tilling soil, applying fertilizers, transplanting, pulling weeds, raking, cleaning around shed area, thinning or pruning crops, applying pesticides, cleaning, grading, and packing harvested product. Inspect field irrigation systems; replace damaged pipes, valves, water jets, sprinklers, etc. using necessary equipment. **The ability of an employee to safely operate machinery and vehicles will be left up to the discretion of management. To ensure the safety of all employees, those interested in operating machinery and vehicles must be able to communicate with employer and adequately follow instructions given by management. Management reserves the right to restrict employees from operational duties who do not show a proficiency to effectively communicate with management and may therefore place other employees' safety at risk. **Use hand tools such as: shovels, hoes, brooms, scissors, shears, and knives. Duties also include cleaning, loading, and unloading harvested products. May be asked to drive a tractor in Strawberry fields spraying herbicides, spreading fertilizer, plowing, and laying plastic. Blueberries: Manually plant, cultivate, harvest, sort, and grade blueberries. Prune blueberry bushes using pruning shears and loppers. Workers may receive adequate harvesting equipment to harvest and carry 2- 1-gallon picking buckets as they move down assigned rows picking all ripe berries, placing them in the bucket. Each worker must pick the plants clean of all ripe fruit. When buckets are filled, the worker will take to the Supervisor where it will be weighed, and worker will be given credited weight amount. Harvest by use of mechanical equipment, load and transport blueberries to processing shed (located on farm). Use hand tools, shovels, trowels, hoes, tampers, pruning hooks, shears, knives, and baskets as needed. Inspect field irrigation systems; replace damaged pipes, valves, water jets, sprinklers, etc. using necessary equipment. Workers may also be place packing in the field into designated containers.</p>		

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *	<p>Social Security Federal Tax State Tax (if required)</p> <p>Only deducted if required: Court & government ordered garnishments Advance/Loan repayments Inadvertent overpayments Meals Damage to tools, equipment, or housing other than normal wear and tear Postage/wire fees for checks sent to workers home or bank account Medical Expenses not related to WC</p>		

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) * Must be 18 years or older. Three months experience required in harvesting, grading, sorting, loading strawberries, and use of mechanical harvesting, cultivating, and planting equipment. Three months experience also required in cultivating, harvesting, and pruning blueberries. Employer may conduct a criminal background checks on all new applicants for employment. All tools, supplies, and equipment will be provided at no cost to the workers. Workers may be offered more than the standard hours of work in a single workday. Workers may volunteer to work additional hours when work is available. The majority of the day is spent on ones feet and outdoors and involves exposure to sun, wind, rain, soil, mud, dust, heat, cold and natural elements. Workers may stand in one place for any period of time. Workers must be able to withstand working in the direct sunlight and weather conditions ranging from hot and humid weather, moderate rain and cold while performing their required job duties.			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - F.2. Inbound/Outbound Travel (Continu
3. Details of Material Term or Condition (up to 3,500 characters) * Inbound cont.: Subject to change with the publication of new rates by the Office of Foreign Labor Certification in the Federal Register. Workers who provide receipts for meals and non-alcoholic beverages more than \$14.00 will be reimbursed up to the maximum amount of \$59.00 per 24-hour period of travel per 20 CFR 655.122(h)(1). **Note: Due to possible Date of Need changes, the worker may be required to purchase travel insurance, if available. Outbound: Employer will follow all H-2A regulations and assurance 7.B of this clearance order to pay for outbound travel based on the different circumstances that arise.			



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - B.6. Job Requirements (Continued)
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers must be able to stand, sit, squat, kneel, crouch, bend (from waist), push, pull, reach, lift and carry items from 5 to 80 pounds in the course of performing required activities. If the employee is unable to perform the duties listed after the 14-day pretrial, the employee will receive warnings, hours may be reduced to the minimum allowed in the certified petition, or terminated. Hours and days of work may vary due to weather conditions: crop commodities are perishable and must be picked and packed within a limited time of harvest. Workers should expect periods of little/no work because of weather/crop/ other conditions beyond the employer's control. Workers should come prepared wearing appropriate clothing and footwear for the environmental and working conditions described. Cell phone can only be used during breaks, emergencies, and to communicate with supervisor when needed.			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - B.6. Criminal Background Check
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The company may conduct criminal background checks on all new applicants for employment. Seasonal Employees seeking rehire will not be required to submit a new background check. For purposes of this policy, rehires shall be defined consistently with IRCA's employment eligibility re-verification requirements for former hires. As a general rule, absent compelling circumstances, qualified applicants with criminal records will not be considered for employment if any of the following criteria are met: The conviction was for a violent crime against one or more persons or property, (e.g., battery, assault, lewdness, sexual battery, molestation, arson or criminal mischief); The conviction was for any felony committed or which resulted in the applicant's incarceration at any time within the past 5 years (i.e., a crime which subjects the individual convicted to imprisonment for longer than a year); or The conviction was for a crime committed or which resulted in the applicant's incarceration at any time within the past 5 years involving theft or disorderly conduct. Employer has identified these limited categories of recent criminal convictions as those which raise an unnecessary risk of further criminal conduct and the potential of injury to co-workers due to the physically strenuous work being offered with communal temporary living quarters and daily transportation to and from the place of employment which is being provided. For purposes of this policy, a plea of nolo contendere to a disqualifying criminal record as described above shall be deemed to be a disqualifying event for employment purposes, irrespective of whether adjudication was withheld. Employer will pay all fees associated with conducting a criminal background check on any applicants.			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.8D. Wage/Bonus Offer
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * OFLC Administrator publishes new AEWR rates yearly and we reserve the right to adjust our job order to the new published rate regardless of rate increases or decreases. Raises and bonuses may be offered to any seasonal worker, at the employer's discretion, based on individual factors including but not limited to, performance, experience, number of hours worked in the season, number of seasons worked with the company, adherence to work rules and ability to follow supervisor's instructions.			

h. Job Offer Information 8

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.8D. Piece Rate Offer
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Jobs associated with this employment is paid by the piece rate, \$12.41 per hour or a higher prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the workers total pay for the pay period from piece-rate earnings fall below the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate. There is a possibility of earning a higher piece rate.			



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8A. Job Duties (Continued)
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * May construct trellises, repair farm fences, buildings replace damaged posts using wire stretchers, hammers, paint, brushes, etc. Load mulch on trailer and move to fields, unload, and spread mulch around plants as needed. Inspect the field to maintain a 3 to 5 foot weed free strip between rows by removing weeds, grass, etc. Duties may include tilling soil, applying fertilizers and pesticides, clean, load-harvested products, post-harvest cleanup & other related activities. Inspect bushes for damage, disease, or insect infestation and remove or replace as directed by farm manager. Clean, adjust and repair machinery and implements, oiling moving parts and replacing damaged parts. May be asked to transport containers (lugs) from field to packing house via tractor (located on farm). Grapes (Muscadines): Participate in harvesting grapes (muscadines) into multiple sized buckets/clamshells. May use tractor to transport grapes from field to the packing station (located in the field). Vegetables: Cucumbers, Peppers, Squash- Stalking and stringing for specified crops. Cucumbers will be hand harvested in different stages into boxes/crates. Peppers and squash will be placed in containers after hand harvesting. Workers will be pruning and planting of all the specified vegetables. Using hand tools, shovels, trowels, hoes, tampers, pruning hooks, shears, knives, and baskets as needed. Inspect field irrigation systems; replace damaged pipes, valves, water jets, sprinklers, etc. using necessary equipment. Worker may also be place packing in the field into designated containers. Grove Clean-up: Workers may be required to perform miscellaneous grove clean-up work in connection with post-hurricane crop production on this farm in those affected areas. These activities may include removing debris, boxes, discarded fruit/vegetables from fields to clean growing areas, pruning, pulling vines, and weeds by hand or with hoe, painting trees, repair and or replace irrigation equipment, may maintain fence lines. Raises and bonuses may be offered to any seasonal worker, at the employer's discretions, based on individual factors including but not limited to, performance, experience, number of hours worked in the season, number of seasons worked with the company, adherence to work rules and ability to follow supervisor instructions.			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.6. Anticipated Hours of Work
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers may be offered more than the standard hours of work in a single workday. Workers may volunteer to work additional hours and hours on Sundays when work is available. Hours of work may increase/decrease depending on crop yield and/or weather and can occur at any time throughout the season.			