



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

A. Job Offer Information

| | | | | | | | |
|--|--|-------------------------|---|-------------------------|--------------|---|--|
| 1. Job Title * Farmworkers & Laborers, Crop | | | | | | | |
| 2. Workers Needed * | a. Total | b. H-2A | Period of Intended Employment | | | | |
| | 44 | 44 | 3. Begin Date * 12/17/2022 | 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>30</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM |
| | | | | | | | b. <u>2</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 Citrus: Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time. Following the supervisor's instructions, the worker will place a picking sack over their shoulder and carry a 18' to 20' ladder from the field truck to the particular area of the grove to be harvested. The picking sack is a canvas bag equipped with a shoulder strap for support, an opening for the insertion of fruit, and an opening to remove fruit. A fully loaded sack weights between approximately 80 to 100 pounds, depending upon size, condition, and variety of fruit. Worker positions ladder against the tree and within reach of the fruit in a leaning position, taking care not to break limbs, damage the tree, knock off fruit, or interfere with other workers, in a secure position to prevent slipping or falling and possible injury to themselves or other workers. Worker will remove fruit from the tree and place into pick sack. When pick sack is full take full sack to fruit tub located in the grove and drop fruit from pick sack into tub. In order to perform this kind of work, worker must be able to work outside for at least 6 hours in all kinds of weather and be in possession of the requisite physical strength and endurance to repeat the picking process rapidly, working quickly and skillfully with their hands, and carrying a large number of sacks of fruit from the area in which the fruit is being harvested to the location of the tub. | | | | | | | |
| 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>00</u> <u>00</u> | Pieces | | | | |
| 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. * | 1 | 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>100</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 * | | | |
| 6M Farms. LLC 1233 Lake Wales Alturas Rd. | | | |
| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
| Bartow | Florida | 33830 | Polk |
| 6. Additional Place of Employment Information (If no additional information, enter " NONE " below) * | | | |
| See Attachments | | | |
| 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 * | | | |
| 18 A Miracle Ave | | | |
| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
| Avon Park | Florida | 33825 | Highlands |
| 6. Type of Housing * | | 7. Total Units * | 8. Total Occupancy * |
| House | | 2 | 26 |
| 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) * | | | |
| Permit#28-52-1518907 : Houses 26 total workers in 2 units. This address holds 6 workers. | | | |
| 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.)
Employer will provide free and convenient cooking and kitchen facilities to workers living in employer housing which will enable workers to prepare their own meals. The employer will provide free transportation once per week for workers to the bank, local grocery store, and laundry facility.

Translated in Spanish

El empleador proporcionara instalaciones convenientes y cmodas para cocinar, a los trabajadores que viven en las viviendas del empleador, lo que permitira a los trabajadores preparar sus propias comidas. El empleador proporcionara transporte gratuito una vez por semana para los trabajadores al banco, la tienda de comestibles local y la lavanderia.

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.)

Employer will provide free daily transportation for workers residing in the employer's housing. Workers will be picked up by employer provided transportation buses at the leased housing and taken to and from the work-sites. The employer assures that all employer provided transportation meets all applicable local, state, and federal requirements. Addendum C Translated in Spanish

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 (863) 293-9888

3. Email Address to Apply *

N/A

4. Website address (URL) to Apply *

www.employflorida.com

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No



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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 \$ |
| Martin | Keri | D |
| 4. Title * | | |
| Secretary/Treasurer | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By <i>Certifying Officer</i> | | 10/19/2022 |

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 |
|---------|-------------------------------|------------|------|--|
| GFL | General Farm Labor | \$ 12 . 41 | Hour | |
| CTR | Citrus | \$ 12 . 41 | Hour | |
| PPR | Pepper | \$ 12 . 41 | Hour | |
| BBR | Blueberry | \$ 12 . 41 | Hour | Blueberries Harvest- \$4.00 per 6 lb. bucket; \$.667/lb per 6lb. bucket (minimum 1.99 1-gallon buckets per hour); \$12.41 per hour guaranteed. |
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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| Ben Hill Griffin, Inc. | 5530 US 98 Fort Meade, Florida 33841 POLK | Fort Meade Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Ben Hill Griffin, Inc. | 2883 N Lake Letta Rd. Avon Park, Florida 33825 HIGHLANDS | Lake Letta Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Ben Hill Griffin, Inc. | 2319 E Old Bombing Range Rd. Avon Park, Florida 33825 HIGHLANDS | P&G Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Ben Hill Griffin, Inc. | 1301 North Oleander Dr. Avon Park, Florida 33825 HIGHLANDS | Section 16 | 12/17/2022 | 5/31/2023 | 44 |
| Ben Hill Griffin, Inc. | 11201 US-27 Frostproof, Florida 33825 POLK | Nursey Frostproof Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Ben Hill Griffin, Inc. | Lake David Rd. Avon Park, Florida 33825 HIGHLANDS | Section 35 Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Ben Hill Griffin, Inc. | 1351 S Scenic Hwy Frostproof, Florida 33843 POLK | Southside Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Ben Hill Griffin, Inc. | 1490 Wes Mann Rd. Babson Park, Florida 33827 POLK | Frostproof Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Ben Hill Griffin, Inc. | 2690 Lake Hendry Rd. Fort Meade, Florida 33841 POLK | Fort Meade Barr Torn Down Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Ben Hill Griffin, Inc. | 11010 Avon Park Cutoff Rd. Fort Meade, Florida 33841 POLK | Bereah Citrus Block | 12/17/2022 | 5/31/2023 | 44 |

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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| Benjamin Frankenburger | 4095 Shreck Rd. Bartow, Florida 33830 POLK | Frankenburger Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Tom Thayer Citrus | Wes Mann Rd. Babson Park, Florida 33827 POLK | Cobb Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Counter Services | Dyson Rd. Haines City, Florida 33857 POLK | 970 Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Fred Bohde | 80 Foot Rd. Bartow, Florida 33830 POLK | Askew Block | 12/17/2022 | 5/31/2023 | 44 |
| J. Henry Groves, Inc. | Pool Rd. Bowling Green, Florida 33834 POLK | Bowling Green, 40 Acre Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Jarvis & Sheila Hartt | Water Tank Rd. Haines City, Florida 33844 POLK | Water Tank | 12/17/2022 | 5/31/2023 | 44 |
| Jarvis & Sheila Hartt | 340 Oak Island Rd. Avon Park, Florida 33825 HIGHLANDS | Oak Island | 12/17/2022 | 5/31/2023 | 44 |
| KLM Farms, LLC | 1599 Alturas Rd. Bartow, Florida 33830 POLK | Young Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Ladon Jones | Shreck Rd. Alturas, Florida 33830 POLK | Frankenburger Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Mary Wyrosdick | 1576 Bassett Rd. Lake Wales, Florida 33898 POLK | Mary Wyrosdick Citrus Block | 12/17/2022 | 5/31/2023 | 44 |

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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| Northsee, LLC | Platt Rd. Dade City, Florida 33523 POLK | Northsee 60 Acres Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Royce Jackson | 6310 Harney Rd. Bartow, Florida 33830 POLK | Royce Jackson 1 Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Suncoast Builders of Bartow | Cox Rd. Alturas, Florida 33830 POLK | 100 Acre Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Gladco Citrus, LLC. | Alturas Rd. Alturas, Florida 33830 POLK | Alturas Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Gladco Citrus, LLC. | Hughes Rd. Bartow, Florida 33830 POLK | Hughes Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| J. Henry Groves, Inc. | Avon Park Cutoff Rd. Fort Meade, Florida 33841 POLK | Lewis Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| J. Henry Groves Inc. | Grunholzer Rd. Fort Meade, Florida 33841 POLK | Langford Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| C&T Groves and Land, Inc. | Mammoth Grove Rd. Lake Wales, Florida 33898 POLK | Templeton Citrus Blocks | 12/17/2022 | 5/31/2023 | 44 |
| Lightsey Cattle Company, LLC. | 1944 Sam Keen Rd. Lake Wales, Florida 33898 POLK | Citrus Blocks A,B,D,HC, Twin, Young, C | 12/17/2022 | 5/31/2023 | 44 |
| ATS Ag Ventures, LLC. | 11720 MJ Rd. Myakka City, Florida 33844 MANATEE | Myakka Citrus Block | 12/17/2022 | 5/31/2023 | 44 |

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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| B&D, LLC. | H L Smith Rd. & Co. Rd. 542 Haines City, Florida 33844 POLK | Citrus Blocks 1,2,4,5,8, Voughn | 12/17/2022 | 5/31/2023 | 44 |
| Donley Family Limited Partnership | 5700 Lake Park Rd. Lake Wales, Florida 33830 POLK | Alcoma Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Donley Family Limited Partnership | 450 N. Lake Patrick Rd. Babson Park, Florida 33827 POLK | Gee Bee Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Donley Ag Investments, LLC | 5574 St. Helena Rd. Lake Wales, Florida 33898 POLK | Jahna Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Donley Cattle Company, LLC | 2254 State Rd. 546 East Haines City, Florida 33844 POLK | Kokomo Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Dunson Holdings, LLC | Lake Hatchineha Rd. Haines City, Florida 33844 POLK | Prudential Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| James & Debbie Shinn | 8587 Van Fleet Rd. Polk City, Florida 33868 POLK | Citrus Block #49 | 12/17/2022 | 5/31/2023 | 44 |
| Peace Acres Groves, Inc. | 15000 Hickman Rd. Polk City, Florida 33868 POLK | Peace Acre Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Sunriver Citrus Florida, LLC. | SE West Farms Rd. Arcadia, Florida 34266 DESOTO | West Farms Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Leslie W. Dunson Revocable Trust | Tyner Rd. & Kokomo Rd. Haines City, Florida 33844 POLK | Helsinki Citrus Block | 12/17/2022 | 5/31/2023 | 44 |

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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| Walsh & Meissner, Inc. | Foxrun Rd. Lake Wales, Florida 33898 POLK | Fox Run Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Walsh & Meissner, Inc. | Goldenbough Rd. Lake Wales, Florida 33898 POLK | Lake Wales Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Royce Jackson | 5435 Flood Ct. Bartow, Florida 33830 POLK | Royce Jackson 2 Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| William Bohde | Mud Lake Rd. Bartow, Florida 33830 POLK | Mud Lake Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| William Bohde | Pit Rd. Bartow, Florida 33830 POLK | Pit Rd. Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Sam Dunn | SR-64 & Shaw Rd. Wauchula, Florida 33890 HARDEE | Shaw Rd. Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Tree-O Groves | 14965 Brown Shinn Rd. Polk City, Florida 33868 POLK | Brown Shinn Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| KLM, LLC | 1599 Alturas Rd. Bartow, Florida 33830 POLK | Cheshire Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Caps, Inc. | 2750 5th Ave. Lorida, Florida 33857 HIGHLANDS | Lorida Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Donley & Myers Grove Partnership | 1151 Tower Blvd. Lake Wales, Florida 33853 POLK | Citrus Block 8 | 12/17/2022 | 5/31/2023 | 44 |

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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| Round Orange LLC | 33700 FL-62 Duette, Florida 34219 MANATEE | Farm-Op Citrus Blocks 2-64 | 12/17/2022 | 5/31/2023 | 44 |
| Lake Trask Groves, LLP | Alturas Babson Park Cutoff Rd. Lake Wales, Florida 33859 POLK | Lake Gordon Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Lake Trask Groves, LLP | Steward Rd. Dundee, Florida 33838 POLK | Swann Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Southern Citrus Nurseries, LLC. | H L Smith Rd. & Edwards Rd. Dundee, Florida 33898 POLK | Snively Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Southern Citrus Nurseries, LLC. | Lake Mabel Loop Rd. Lake Wales, Florida 33898 POLK | Jordan Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Thayer Farms, Inc. | Steward Rd. Dundee, Florida 33838 POLK | Back 50 Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| TMS Groves | 2701 Florida 60 Okeechobee, Florida 34972 OSCEOLA | Yeehaw Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Tom Thayer Citrus | Berry Groves Rd. Clermont, Florida 34714 LAKE | Pinetree Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Tom Thayer Citrus | B F Cook Rd. Babson Park , Florida 33827 POLK | Babson Park Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Tom Thayer Citrus | Cody Villa Loop Rd. Babson Park, Florida 33827 POLK | Cody Villa Citrus Block | 12/17/2022 | 5/31/2023 | 44 |

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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 § |
|------------------------------------|--|---|-----------------|---------------|--------------------|
| Tom Thayer Citrus | Lake Garfield Rd. Babson Park, Florida 33827 POLK | Lake Easy Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| T-Two Groves | Adams Barn Rd.& Lake Mattie Auburndale, Florida 33823 POLK | Auburndale Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| T-Two Groves | Backbone Rd. Babson Park, Florida 33827 POLK | Backbone Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| T-Two Groves | Almburg Rd. Dundee, Florida 33838 POLK | Polk | 12/17/2022 | 5/31/2023 | 44 |
| T-Two Groves | Stalnaker Rd. Dundee, Florida 33838 POLK | Jackson 5 Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| T-Two Groves | N Scenic Hwy Dundee, Florida 33838 POLK | Young Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Woolfolk & Myers | 3295 Scenic Hwy Lake Wales, Florida 33830 POLK | Mountain Lake Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Woolfolk & Myers | 1950 Deen Still Rd. Davenport, Florida 33897 POLK | North Citrus Blocks | 12/17/2022 | 5/31/2023 | 44 |
| Hyatt Citrus, LLC | 26551 State Rd. 60 East Lake Wales, Florida 33898 OSCEOLA | | 12/17/2022 | 5/31/2023 | 44 |
| Dudley Putnam, Inc. | 80 Foot Rd. & Mud Lake Rd. Bartow, Florida 33830 POLK | Adam's Citrus Block | 12/17/2022 | 5/31/2023 | 44 |

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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 § |
|------------------------------------|--|---|-----------------|---------------|--------------------|
| Dudley Putnam, Inc. | School Bus Rd. Babson Park, Florida 33827 POLK | Babson Park- Hughes Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Dudley Putnam, Inc. | Wallace Rd. & Alturas Babson Park Cutoff Rd. Bartow, Florida 33830 POLK | Gamble Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Dudley Putnam, Inc. | Walk In Water & Dogyard Rd. Lake Wales, Florida 33898 POLK | Hesperides Citrus Blocks 1,2,3,4 | 12/17/2022 | 5/31/2023 | 44 |
| Dudley Putnam, Inc. | 80 Foot Rd. & Sand Lake Rd. Bartow, Florida 33830 POLK | Hale Citrus Blocks 1,2 | 12/17/2022 | 5/31/2023 | 44 |
| Dudley Putnam, Inc. | 80 Foot Rd. & Hollingsworth Rd. Bartow, Florida 33830 POLK | Overlook 2 Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Dudley Putnam, Inc. | 80 Foot Rd. & Homeland-Garfield Rd. Bartow, Florida 33830 POLK | Story, Story 2 Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Dudley Putnam, Inc. | 6955-7127 Hesperides Rd. Lake Wales, Florida 33830 POLK | Tillman Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Dudley Putnam, Inc. | Cox Rd. & Reynolds Rd. Bartow, Florida 33830 POLK | Pocket Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Dudley Putnam, Inc. | Lk Buffum Rd. S & J Jackson Rd. Fort Meade, Florida 33841 POLK | Lake Hendry Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| Dudley Putnam, Inc. | 32-72 Acacia Walk Lake Wales, Florida 33898 POLK | Griffin Citrus Block | 12/17/2022 | 5/31/2023 | 44 |

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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| Dudley Putnam, Inc. | 242 Eucalyptus Rd. Lake Wales, Florida 33898 POLK | Butler Citrus Block | 12/17/2022 | 5/31/2023 | 44 |
| 5-D Blueberry Farm, Inc. | 5805 Greenswamp Rd. Clermont, Florida 34714 LAKE | 5-D Blueberry Farm | 12/17/2022 | 5/31/2023 | 44 |
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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 | 14 A Miracle Ave Avon Park, Florida 33825 HIGHLANDS | Please note Permit # 28-52-1518907 is 2 Housing Units totaling 26 occupants. This location houses 20 workers. | 2 | 26 | <input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal |
| House | 2 Lawhon St Avon Park, Florida 33825 HIGHLANDS | Please note Permit #28-52-1884346 is 1 Housing Unit holding 8 workers. | 1 | 8 | <input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal |
| House | 605 S Grandview Terrace Avon Park, Florida 33825 HIGHLANDS | Permit #28-52-1557185 is one unit which will house 10 workers. | 1 | 10 | <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 |
| | | | | | <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal |
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| | | | | | <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 * | 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) * A criminal background check will be conducted post-hire at the employers expense. Criminal background checks will be conducted post-hire as the worker will be housed with other Dunson Harvesting workers. Dunson Harvesting Inc. will require a drug test to be conducted post-hire at the employer's expense. Translated in Spanish Una verificacin de antecedentes penales se llevar a cabo despues de la contratacin a expensas de los empleadores. Las verificaciones de antecedentes penales se llevarn a cabo despues de la contratacin, ya que el trabajador ser alojado con otros trabajadores de Dunson Harvesting. Dunson Harvesting Inc. requerir que se realice una prueba de drogas despues del alquiler a expensas del empleador. | | | |

b. Job Offer Information 2

| | | | |
|---|------|--|--|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - General Farm Labor Job Duties/ Trabajo General De Campo |
| 3. Details of Material Term or Condition (up to 3,500 characters) * General clean-up of Grove property and housing for harvesting workers: Workers on physical work restrictions or when harvesting work is not available is not available may be required to perform miscellaneous cleanup work on the grove property, on structures utilized in the grove operation, and on housing for harvesting workers. Such clean-up activities include the sprouting, pruning, and planting of trees/plants. Debris, weed and vine removal, housing and structure cleaning and repair; general grove clean-up as required. Weeding: Workers will remove weeds by use of a hoe from the walkway and remove all weeds growing around plants by hand. Workers will remove weeds from growing area, by raking piles of debris and dispose of it as instructed. Workers will be paid the highest of the adverse effect wage rate, the prevailing wage rate, or the applicable minimum wage rate for the time spent performing such clean-up work. Worker will be provided a one-day (6-hour) training. Must be able to maintain the production standard indicated in the petition after the one-day training and 6-day acclimation period. Translated Spanish: Limpieza general de la propiedad de huertas y las viviendas para los trabajadores de la cosecha: Es posible que los trabajadores con restricciones de trabajo fsico o cuando el trabajo de cosecha no est disponible no est disponible para realizar trabajos de limpieza diversos en la propiedad de la arboleda, en las estructuras utilizadas en la operacin de la arboleda sobre viviendas para los trabajadores de la cosecha. Tales actividades de limpieza incluyen el brote, la poda y la plantacin de rboles / plantas. Eliminacin de escombros, malas hierbas y enredaderas, limpieza y reparacin de viviendas y estructuras; limpieza general de la arboleda segn sea necesario. Deshierbe: Los trabajadores quitarn las malezas con una azada del pasillo y quitarn a mano todas las malezas que crecen alrededor de las plantas. Los trabajadores eliminarn las malezas del rea de cultivo rastrillando montones de escombros y desechando segn las instrucciones. A los trabajadores se les pagar el salario ms alto de entre el salario por efecto adverso, el salario vigente o el salario mnimo aplicable por el tiempo dedicado a realizar dicho trabajo de limpieza. El trabajador recibir una capacitacin de un da (6 horas). Debe poder mantener el estndar de produccin indicado en la peticin despues del perodo de entrenamiento de un da y de aclimatacin de 6 das. | | | |

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

| | | | |
|---|------|--|-----------------------------------|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Blueberry Job Duties |
| 3. Details of Material Term or Condition (up to 3,500 characters) * Blueberry Harvesting: Each worker will be assigned an identification card with the workers employment number. The worker will keep the picking identification card throughout the workday. Workers will receive a hooked belt and carry 2 picking buckets. Workers will move down assigned rows picking all ripe berries and placing them into the buckets. Each worker must pick the plants clean of all ripe fruit, and only place good berries into the bucket, according to very high-quality standards as set forth in the Company's food safety policy and standard operating procedures. Each worker shall handle berries carefully to avoid bruising. Bruising will weaken the berry. Each harvesting worker is expected to move with the crew from row to row to maintain the efficiently level. Upon completion of assigned row, the worker will move to the next vacant row to be picked. Upon completion of each bucket picked, the worker will take his/her bucket to the crate shed to be weighted and receive a new bucket. If worker does not fill his/her bucket, he/she will be returned to the field to finish filling the bucket. Harvester may receive a disciplinary notice if the quality of work becomes an issue. | | | |

d. Job Offer Information 4

| | | | |
|---|------|--|----------------------------------|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Trabajo de Arandano |
| 3. Details of Material Term or Condition (up to 3,500 characters) * Cosecha de Arandano: A cada trabajador se le asignar una tarjeta de identificacin con el nmero de empleo del trabajador. El trabajador conservar la cdula de recoleccin durante toda la jornada laboral. Los trabajadores recibirn un cinturn con gancho y llevarn 2 cubetas de recoleccin. Los trabajadores bajarn por las filas asignadas recogiendo todas las bayas maduras y colocndolas en las cubetas. Cada trabajador debe recoger las plantas limpias de toda la fruta madura y colocar solo bayas buenas en la cubeta, de acuerdo con los estndares de muy alta calidad establecidos en la poltica de seguridad alimentaria y los procedimientos operativos estndar de la Compaa. Cada trabajador deber manipular las bayas con cuidado para evitar magulladuras. Los moretones debilitarn la baya. Se espera que cada trabajador de la cosecha se mueva con la cuadrilla de fila a fila para mantener el nivel de manera eficiente. Una vez completada la fila asignada, el trabajador pasar a la siguiente fila vaca que se seleccionar. Al finalizar cada cubeta recogida, el trabajador llevar su cubeta al cobertizo de cajas para pesarlo y recibir una cubeta nueva. Si el trabajador no llena su cubeta, ser devuelto al campo para terminar de llenar la cubeta. El trabajador puede recibir un aviso disciplinario si la calidad del trabajo se convierte en un problema. | | | |

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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 * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Bell Pepper Job Duties |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Pepper Planting: As instructed, the worker will be given several trays of pepper plants. They will walk down the row, placing a plant from the tray in each hole in the bed until the tray is empty. They will then get another full tray and continue planting until they have completed his row. They are then responsible for removing from the fields the flats they just planted from. Pepper Harvesting (all): As instructed, worker will move down assigned row and pick proper size, shape and color of pepper, place into bucket. When full, take to field truck, and obtain an empty bucket. Staking Pepper (all): As instructed, the worker gets an armful of stakes from the field truck (approximately 30 stakes, ranging in length from 36" to 48") They stick stakes upright in the bed in each of the lines of peppers on the bed every 6th plant. After they come back with a stake hammer and drives them into the ground. Stringing Pepper (all): As instructed, the worker receives a box of twine and moves down the row circling twine around each stake on the side of the bed row. At the end of the row, the worker circles twine on the opposite side of the bed row on the second stake, making a full circle on each row. Twine is tied at the beginning and end of each circled row. | | | |

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 - Trabajo de Pimiento |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Plantacin de pimienta: Segn las instrucciones, al trabajador se le entregarn varias bandejas de plantas de pimienta. Caminarn por la fila, colocando una planta de la bandeja en cada agujero en la cama hasta que la bandeja est vaca. Luego obtendr otra bandeja llena y continuarn plantando hasta que hayan completado su fila. Luego son responsables de retirar de los campos los pisos de los que acaban de plantar. Cosecha de pimienta (todos): Segn las instrucciones, el trabajador se mover hacia abajo la fila asignada y elegir el tamao, la forma y el color adecuados de la pimienta, colocar en el cubo. Cuando est lleno, tome el camin de campo y obtenga un cubo vaco. Estaca de pimientos (todos): Segn las instrucciones, el trabajador obtiene un brazo lleno de estacas del camin de campo (aproximadamente 30 estacas, que van en longitud de 36 "a 48") Se pegan estacas en posicin vertical en la cama en cada una de las lneas de pimientos en la cama cada 6 planta. Despues regresan con un martillo de estaca y los empujan al suelo. Pimienta de encordar (todos): Segn las instrucciones, el trabajador recibe una caja de cordel y se mueve hacia abajo de la fila dando vueltas alrededor de cada estaca en el lado de la fila de la cama. Al final de la fila, el trabajador rodea el cordel en el lado opuesto de la fila de la cama en la segunda estaca, haciendo un crculo completo en cada fila. El cordel est atado al principio y al final de cada fila circundada. | | | |



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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 - Trabajo de Citrico |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Los trabajadores realizarán las tareas asignadas según las instrucciones de su supervisor. Los deberes pueden variar de vez en cuando. Siguiendo las instrucciones del supervisor, el trabajador colocará un morral o ayate de recolección sobre su hombro y llevará una escalera de 18 'a 20' desde el camión de campo hasta el área particular de la arboleda que se va a cosechar. El morral o ayate de recolección es una bolsa de lona equipada con una correa para el hombro como soporte, una abertura para la inserción de la fruta y una abertura para sacar la fruta. Un morral o ayate completamente cargado pesa entre 80 y 100 libras aproximadamente, según el tamaño, la condición y la variedad de fruta. El trabajador coloca la escalera contra el árbol y al alcance de la fruta en una posición inclinada, teniendo cuidado de no romper ramas, dañar el árbol, tirar la fruta o interferir con otros trabajadores, en una posición segura para evitar resbalones o caídas y posibles lesiones a sí mismos o a otros trabajadores. El trabajador sacará la fruta del árbol y la colocará en un saco de recolección. Cuando el saco de recolección esté lleno, lleve el saco completo a el baño de frutas ubicada en la huerta y deje caer la fruta de la bolsa de recolección en el baño cítrico. Para realizar este tipo de trabajo, el trabajador debe poder trabajar al aire libre durante al menos 6 horas en todo tipo de clima y estar en posesión de la fuerza física y la resistencia necesarias para repetir el proceso de recolección rápidamente, trabajando rápida y hábilmente con sus manos, y llevando una gran cantidad de morrales o ayates de fruta desde el área en la que se está recolectando la fruta hasta la ubicación del baño cítrico. | | | |

h. Job Offer Information 8

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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 - |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work; c) confirmation of full disclosure of all terms, conditions, and nature of work; d) confirmation of legal qualifications to work in the US. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. All referrals are encouraged to contact their nearest career center for pre employment screening before contacting employer. All referrals are to be made to Janette Morales at 400 Eagle Lake Loop Rd., Winter Haven, Florida Telephone: 863-293-9888 ext. 228. Collect calls will not be accepted. Walk-in applicants will be accepted. The office hours are Monday thru Friday from 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer. All interstate applicants are encouraged but not required to first contact the nearest [one-stop] career center prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, an application may be sent to the employer or a telephone interview may be requested. The employer will contact all applicants who have submitted an application by phone to conduct an interview. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer and workers must have transportation to the designated pickup location. All hired referred and walk-in applicants must bring with them original documentation of identity and employment eligibility documents (original documents only), sufficient to complete the I-9 Form within 3 days of employment. All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation. | | | |



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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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 - Referral and Hiring Instructions spanish |
| 3. Details of Material Term or Condition (up to 3,500 characters) * Los trabajadores se examinan para el cumplimiento de los siguientes criterios: a) confirmar la capacidad, disponibilidad, cualificaciones y disposicion para realizar el trabajo descrito y confirmar la intencion de trabajar toda la temporada.; b) los trabajadores locales confirman la disponibilidad y el transporte diario confiable hacia y desde el lugar de trabajo durante toda la temporada. Los trabajadores no locales confirman la disponibilidad de transporte al lugar de trabajo para comenzar a trabajar; c) confirmacion de la divulgacion completa de todos los terminos, condiciones y naturaleza del trabajo; d) confirmacion de cualificaciones legales para trabajar en los Estados Unidos. El empleador puede despedir al trabajador (extranjero y/o domestico) con notificacion al servicio de empleo si el empleador descubre un historial penal de condena de estatus como delincuente sexual registrado que el empleador cree razonablemente, de conformidad con la ley actual, perjudicara la seguridad y las condiciones de vida de otros trabajadores. Se alienta a todas las referencias a ponerse en contacto con su centro de carrera mas cercano para la seleccion previa al empleo antes de comunicarse con el empleador. Todas las referencias se deben hacer a Janette Morales en 400 Eagle Lake Loop Rd. Winter Haven, FL. 33884 Telefono: 863-293-9888 Ext.228. No se aceptaran llamadas de recogida. Los solicitantes sin cita sern aceptados. El horario de oficina es de lunes a viernes de 9:00 am a 11:00 am y de 1:00 pm a 3:00 pm. Todos los solicitantes intraestatales locales pueden solicitar directamente al empleador. Se alienta a todos los solicitantes intraestatales, pero no se les exige que primero se pongan en contacto con el centro de carreras mas cercano antes de ponerse en contacto con el empleador para obtener informacion actualizada sobre la referencia previa del trabajo. Para las referencias de mas alla de la distancia de desplazamiento normal, se puede enviar una solicitud al empleador o se puede solicitar una entrevista telefonica. El empleador se pondra en contacto con todos los solicitantes que hayan presentado una solicitud por telefono para realizar una entrevista. Antes de la remision, cada trabajador debe leer o leerles una copia de la Oferta de Empleo y que entienda todos los terminos y condiciones de empleo como se se ala en el pedido. Tambien se debe informar a todos los trabajadores de que se espera que trabajen durante el pereodo total de empleo como se indica en la Orden de Empleo y deben estar disponibles para trabajar en cualquiera de las actividades laborales enumeradas a discrecion del empleador y los trabajadores deben tener transporte al lugar de recogida designado. Todos los solicitantes referidos y a pie contratados deben traer consigo la documentacion original de los documentos de identidad y elegibilidad para el empleo (solo documentos originales), suficiente para completar el Formulario I-9 dentro de los 3 dias posteriores al empleo. Todos los trabajadores de la distancia de desplazamiento normal reclutados contra esta orden de trabajo proporcionaron alojamiento y transporte. | | | |

j. Job Offer Information 10

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Transportation - More Transportation In |
| 3. Details of Material Term or Condition (up to 3,500 characters) * La subsistencia diaria durante el viaje sera no menos de \$14.00 por dia sin recibos y hasta \$59.00 por dia con recibos como el monto maximo a ser reembolsado. Si el trabajador completa el periodo del contrato de trabajo, el empleador proporcionara o pagara el transporte del trabajador y la subsistencia diaria desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo interviniente, vino a trabajar para el empleador, o, si el trabajador ha contratado con un empleador posterior que no ha acordado en ese contrato proporcionar o pagar el transporte del trabajador y los gastos diarios de subsistencia del lugar de trabajo del empleador a dicho empleador posterior sitio de trabajo, el empleador proporcionara o pagara dichos gastos; excepto que, si el trabajador ha contratado para trabajar con un empleador posterior que, en ese contrato, ha acordado pagar los gastos diarios de transporte y subsistencia del trabajador desde el lugar de trabajo del empleador hasta el lugar de trabajo posterior del empleador, el empleador no esta obligado a proporcionar o pagar dichos gastos. | | | |

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - More Transportation Info |
| 3. Details of Material Term or Condition (up to 3,500 characters) * The daily subsistence while traveling will be no less than \$14.00 per day without receipts and up to \$59.00 per day with receipts as the maximum amount to be reimbursed. If the worker completes the work contract period, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's work site to such subsequent employer's work site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract, has agreed to pay for the worker's transportation and daily subsistence expenses from the employer's work site to such subsequent employer's work site, the employer is not required to provide or pay for such expenses. | | | |

l. Job Offer Information 12

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| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - Daily Transportation Spanish |
| 3. Details of Material Term or Condition (up to 3,500 characters) * El empleador proporcionara transporte diario gratuito para los trabajadores que residen en la vivienda del empleador. Los trabajadores seran recogidos por el empleador proporcionando autobuses de transporte en la vivienda alquilada y llevados hacia y desde los lugares de trabajo. El empleador asegura que todo el empleador proporcionado transporte cumple con todos los requisitos locales, estatales y federales aplicables. | | | |

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Additional Information - Job Qualifications/Requirement |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Termination: Employer may discipline and/or terminate the worker with notification to the Job Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow housing rules; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses to work in accordance with directions or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) or other job-related reasons; (f) falsifies identification, personnel, medical or other work-related records; (g) commits acts of insubordination; (h) employer is made aware of a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law will impair the safety and living conditions of other workers. | | | |

n. Job Offer Information 14

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Deductions from Pay |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * All of the jobs associated with this employment are paid by the piece rate, however, \$12.41 per hour (or a higher or lower AEW in effect at the time the work is performed). 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 and hourly wages divided by his total hours worked during that pay period results in average hourly earnings of less than the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate. The workers employed under the piece rate system, after the first 6 working days, will be expected to average not less than the production standards identified in this application. | | | |



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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Pay Deductions - Spanish Pay Deductions |
| 3. Details of Material Term or Condition (up to 3,500 characters) * El empleador har las siguientes deducciones: impuestos FICA, impuesto sobre la renta, adelantos en efectivo, sobrepago de salarios; y cargos por cualquier prdida al empleador por dao o prdida de los trabajadores o de los equipos o artculos de la vivienda donde se demuestre que el trabajador es responsable, cualquier otra deduccin expresamente autorizada por el trabajador. No se deducir ningn impuesto estatal sobre la renta. El empleador no pagar una bonificacin al trabajador. El empleador proporcionar al trabajador referido a travs del sistema de autorizacin interestatal 36 horas de trabajo (\$ 12.41 por hora; \$ 446.76 por semana) para la semana que comienza con la fecha anticipada de necesidad, a menos que el empleador haya modificado la fecha de necesidad notificando al Servicio de Empleo local oficina a ms tardar 10 das antes de la fecha de necesidad. Si el empleador no notifica a la oficina de emisin de rdenes, el empleador deber pagarle a un trabajador elegible referido a travs del sistema de autorizacin \$ 12.41 por hora durante la primera semana a partir de la fecha de necesidad originalmente anticipada. El empleador exigir al trabajador que realice un trabajo alternativo si se invoca la garanta citada en este apartado. El trabajo alternativo y el pago son: trabajo agrcola general, mantenimiento agrcola y otras actividades laborales generales a \$ 12.41 por hora. Si el trabajador referido no notifica a la oficina que mantiene la orden de inters continuo en el trabajo no menos de 9 das yal menos 5 das antes de la fecha de necesidad, el trabajador ser descalificado de la garanta antes mencionada. | | | |

p. Job Offer Information 16

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Spanish Pay Deductions Cont. |
| 3. Details of Material Term or Condition (up to 3,500 characters) * Todos los trabajos asociados con este empleo se pagan a destajo, sin embargo, \$ 12.41 por hora (o un AEWR ms alto o ms bajo en vigor en el momento en que se realiza el trabajo). O se garantiza una tasa de salario prevaleciente ms alta, si corresponde, como mnimo para todas las horas trabajadas durante un periodo de pago. Si el salario total del trabajador por el periodo de pago de los ingresos a destajo y el salario por hora dividido por el total de horas trabajadas durante ese periodo de pago da como resultado un salario promedio por hora menor que la tarifa por hora garantizada, el trabajador recibir un pago adicional a la tarifa mnima garantizada por hora. Se espera que los trabajadores empleados bajo el sistema de tarifa por pieza, despus de los primeros 6 das hbiles, promedien no menos de los estndares de produccin identificados en esta solicitud. | | | |

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Pay Deductions - Pay Deductions |
| 3. Details of Material Term or Condition (up to 3,500 characters) * | | | |
| <p>The employer will make the following deductions: FICA taxes, income tax, cash advances, over payment of wages; and charges for any loss to the employer due to the workers damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker. No state income tax will be deducted. Employer will not pay the worker a bonus. The employer will provide worker referred through the interstate clearance system 36 hours of work (\$12.41 per hour; \$446.76 per week) for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local Job Service office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system \$12.41 per hour for the first week starting with the originally anticipated date of need. The employer will require worker to perform alternative work if the guarantee cited in this section is invoked. The alternative work and pay are: General farm work, farm maintenance and other general labor activities at \$12.41 per hour. If worker referred fails to notify the order-holding office of continued interest in the job no fewer than 9 days and at least 5 days before date of need, worker will be disqualified from the above-mentioned assurance.</p> | | | |

r. Job Offer Information 18

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| 1. Section/Item Number * | | 2. Name of Section or Category of Material Term or Condition * | |
| 3. Details of Material Term or Condition (up to 3,500 characters) * | | | |
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