

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



A. Job Offer Information

1. Job Title * Field Laborer/Nursery Worker							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		4	4	3. First Date * 3/27/2023		4. Last Date * 11/30/2023	
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 (an entry is required for each box below) *							7. Hourly Work Schedule *
60	a. Total Hours	10	c. Monday	10	e. Wednesday	10	g. Friday
10	b. Sunday	10	d. Tuesday	10	f. Thursday	0	h. Saturday
							a. 7 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 5 : 00 <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.)							
<p>Field Laborers will assist with potting, trimming, taping and loading plants; weeding, cleaning and applying fertilizers around the nursery. Prepare soil and growth media, cultivate, prune and otherwise participate in horticulture activities. Operate tractors and tractor-drawn machinery and self-propelled machinery to grow and harvest nursery stock, plants and shrubs. Harvest full-grown crops requiring digging, balling and heavy lifting (50 lbs over head). Work in all weather conditions. Hours may vary based on weather and crop conditions.</p> <p>Los trabajadores de campo ayudarán con la maceta, el recorte, la cinta adhesiva y la carga de las plantas; deshierbe, limpieza y aplicación de fertilizantes alrededor del vivero. Preparar el suelo y los medios de crecimiento, cultivar, podar y participar de otra manera en actividades hortícolas. Opere tractores y maquinaria arrastrada por tractores y maquinaria autopropulsada para cultivar y cosechar plantas de vivero, plantas y arbustos. Cosechar cultivos de cultivo completo que requieran excavación, lastre y elevación pesada (50 libras sobre la cabeza). Trabaje en todas las condiciones meteorológicas. Las horas pueden variar según el tiempo y las condiciones de la cosecha.</p>							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 14.33		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <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. *	0
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"/> f. Exposure to extreme temperatures
<input type="checkbox"/> b. Driver requirements	<input checked="" type="checkbox"/> g. Extensive pushing or pulling
<input type="checkbox"/> c. Criminal background check	<input checked="" type="checkbox"/> h. Extensive sitting or walking
<input type="checkbox"/> d. Drug screen	<input checked="" type="checkbox"/> i. Frequent stooping or bending over
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.	<input checked="" type="checkbox"/> j. 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) Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. El empleador se compromete a proporcionar al trabajador, sin cargo o cargo por depósito, todas las herramientas, suministros y equipos necesarios para realizar las tareas asignadas.	

C. Place of Employment Information

1. Place of Employment Address/Location *			
1730 Keane Ave			
2. City *	3. State *	4. Postal Code *	5. County *
Naples	Florida	34117	Collier
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
NONE			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
1770 Keane Ave			
2. City *	3. State *	4. Postal Code *	5. County *
Naples	Florida	34117	Collier
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		1	4
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
2 bedroom mobile home with one bathrooms (toilet, sink and showers) and full kitchen facilities and small common area. 4 workers will be housed at location. Family housing is not available and is not the prevailing practice in 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Employer will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer's housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employer will offer to provide (on a voluntary bases by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

El empleador proporcionará instalaciones gratuitas de cocina y cocina a aquellos trabajadores que tienen derecho a vivir en la vivienda del empleador para que los trabajadores puedan preparar sus propias comidas. Los trabajadores comprarán sus propios alimentos. Una vez ala semana el empleador ofrecerá (en bases voluntarias por los trabajadores) transporte gratuito para asegurar a los trabajadores el acceso a la tienda más cercana donde pueden comprar comestibles.

2. The employer: *	<input checked="" type="checkbox"/> WILL NOT charge workers for meals.		
	<input type="checkbox"/> WILL charge each worker for meals at	\$ ____ . ____	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ 15 . 46	per day *
	b. no more than	\$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions



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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.)

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 for the entire season; (b) local workers confirm availability of reliable daily transportation to and from the job site for entire season. Non-local workers confirm availability of transportation to jobsite to begin work; (c) affirmative confirmation of legal qualifications to work in the U.S. All local and intrastate applicants are to apply directly to employer, Renee Buongiorno Monday-Thursday between the hours of 9:00am to 11:00am. All interstate applicants may apply at any workforce agency (SWA) office or by contacting employer directly. Resumes and references will be requested by employer for both H-2A and domestic workers.

Se evalua el cumplimiento de los siguientes criterios a los trabajadores: A) Confirmar la capacidad, disponibilidad, calificaciones y voluntad de realizar el trabajo descrito y confirmar la intencin de trabajar durante toda la temporada; b) Los trabajadores locales confirman la disponibilidad de un transporte diario fiable 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) confirmacin afirmativa de las calificaciones legales para trabajar en los Estados Unidos. Todos los solicitantes locales e intraestatales deben aplicar directamente a su empleador, Renee Buongiorno de lunes a jueves entre las horas de 9:00am a 11:00am. Todos los solicitantes interestatales pueden solicitar en cualquier oficina de la agencia de fuerza laboral (SWA) o contactando al empleador directamente. Los curriculums vitae y las referencias sern solicitados por el empleador para ambos H-2A y trabajadores domsticos.

2. Telephone Number to Apply *
+1 (239) 455-6568

3. Extension §
N/A

4. Email Address to Apply *
Renee.topiary@outlook.com

5. Website Address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No

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

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

- 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 part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. 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 part 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.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural 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).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the 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, and/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 or public housing 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, and/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 employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- 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).
- 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), .210(d), or .302(c).



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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 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

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 came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. 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 be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

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

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, 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 place of employment to such subsequent employer's place of employment, 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 employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 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 place(s) of employment 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 500.104 or 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).



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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. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

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

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

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, 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 wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if 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, 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 guarantees 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, the 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 U.S. 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 after the worker fails to show up for work at the regularly scheduled time 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 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



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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 place of employment 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 place of employment to the subsequent employer's place of employment. 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 or who does not require a visa for entry to the United States, 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 work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
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 first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email 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 first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first 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 first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(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/or 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 * Buongiorno	2. First (given) name * Renee	3. Middle initial §
4. Title * Chief Financial Officer		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/1/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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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 / Estimated Hourly Rate / Special Pay Information
	General Nursery Labor	\$ 14 33 _____ . _____	Hou r	
	Plants, Trees, Shrubs	\$ 14 33 _____ . _____	Hou r	
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Employer will deduct/withhold only as authorized by law. All U.S. workers will be subject to required withholdings and taxes. Raises and/or bonuses may be offered to any worker in the specified occupation, at the company's sole discretion, based on individual factors, including performance, skill or tenure.</p> <p>El empleador deducir / retendr solo segn lo autorizado por la ley. Todos los trabajadores estadounidenses estarn sujetos a retenciones e impuestos requeridos. Se pueden ofrecer y/o bonificacines a cualquier trabajador en la ocupacin especificada, a discrecin exclusiva de la empresa, en funcin de factores individuales de incluidos el rendimiento, la habilidad o la tenencia.</p>			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Housing Rules</p> <p>1. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor. 2. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants. 3. Workers living in employer's housing may not COOK in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION. 4. Workers living in employer's housing may not have guests in housing premises after 10:30 p.m. except on Saturday night on which guest hour's end at 12:00 a.m. No persons other than workers assigned by employer to a room, may sleep in any room. 5. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 12:00 AM on Saturday night. 6. Participation in prostitution in any form is prohibited and will result in immediate discharge. 7. Weapons of any kind are not permitted in worker housing or at the worksite.</p> <p>Normas de vivienda</p> <p>1. Los trabajadores que residen en dicha vivienda acuerdan ser responsables de mantener la vivienda de una manera limpia y ordenada, permitiendo un desgaste razonable. Los trabajadores cooperarn con otros trabajadores asignados a tales viviendas para mantener en buenas condiciones las zonas comunes de cocina y vivienda. Los trabajadores tendrn que mantener el rea exterior que rodea el campamento limpia y libre de escombros. Los trabajadores deben informar prontamente de cualquier problema con la vivienda al empleador o al supervisor designado. 2. Los trabajadores que viven en la vivienda del empleador asignada a literas no pueden separar literas, ya que el espacio en el suelo en los dormitorios es necesario para todos los ocupantes. 3. Los trabajadores que viven en la vivienda del empleador no pueden COCINAR en dormitorios ni en otras reas que no sean de la cocina. Se prohbe a los trabajadores retirar las bateras de los detectores de humo por cualquier motivo. LA VIOLACIN SER CAUSA DE TERMINACIN INMEDIATA. 4. Los trabajadores que viven en la vivienda del empleador no pueden tener invitados en las instalaciones de la vivienda despus de las 10:30 p.m. excepto el sbado por la noche en la que termina la hora de la hspeda a las 12:00 a.m. Ninguna persona que no sea los trabajadores asignados por el empleador a una habitacin, puede dormir en cualquier habitacin. 5. Los trabajadores no pueden interrumpir el periodo de descanso/sueo de otros trabajadores por ruido excesivo o conmocin. Los trabajadores no deben tocar msica alta despus de las 9:00 PM en las noches de trabajo o despus de las 12:00 AM en la noche del sbado. 6. La participacin en la prostitucin en cualquier forma est prohibida y dar lugar a la liberacin inmediata. 7. Las armas de ningn tipo no estn permitidas en las viviendas de los trabajadores ni en el lugar de trabajo</p>			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Inbound/Outbound Transportation Employer will provide or pay for airline tickets, charter bus services, or other commercial bus service to H-2A or U.S. workers, or permit workers to select any means of transportation that they choose. Employer will reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved. El empleador proporcionar o pagar boletos de avin, servicios de autobus charter, u otro servicio de autobus comercial a H-2A o trabajadores de los Estados Unidos, o permitir a los trabajadores seleccionar cualquier medio de transporte que elijan. El empleador reembolsar a los trabajadores a no menos de los cargos mas econmicos y razonables de transporte de transporte por las distancias involucradas.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules - Part 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Work Rules #2 20. After the training period, workers are expected to possess the skills necessary to perform the job described in the work agreement. 21. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law. 22. Personal vehicles are not allowed in the fields. Personal vehicles will need to be left at designated location as set by the employer. 23. All personal Entertainment Devices Prohibited at Work- Do Not bring these items with you to work. 24. Workers may not use cell phones, theirs or the employers, for personal use during the work period. Workers may carry and are encouraged to use cell phones in case of a bona fide emergency. Employer is not responsible for lost or damaged phones. 25. Participation in prostitution in any form is prohibited and will result in immediate discharge. 26. Weapons of any kind are not permitted in worker housing or at the worksite Reglas de trabajo #2 20. Despues del periodo de capacitacin, se espera que los trabajadores posean las habilidades necesarias para realizar el trabajo descrito en el acuerdo de trabajo. 21. Los trabajadores no se involucraran a sabiendas en ningn tipo de comportamiento ni tomaran ninguna accin que pudiera causar que el cultivador esta fuera de cumplimiento con cualquier ley local, estatal o federal. 22. No se permiten vehculos personales en el campo. Los vehculos personales tendrn que ser dejados en el lugar designado como establecido por el empleador. 23. Todos los dispositivos de entretenimiento personales prohibidos en el trabajo: No lleve estos articulos al trabajo. 24. Los trabajadores no pueden utilizar los telefonos celulares, los suyos o los empleadores, para uso personal durante el periodo de trabajo. Los trabajadores pueden llevar y se les anima a usar telefonos celulares en caso de una emergencia de buena fe. El empleador no es responsable por telefonos perdidos o danados. 25. La participacin en la prostitucin en cualquier forma esta prohibida y dar lugar a la descarga inmediata. 26. No se permiten armas de ningn tipo en el trabajo o en el lugar de trabajo.			

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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 - Work Rules - Part 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work Rules #1</p> <p>1. Workers must perform their assigned work in a careful, workman-like manner in accordance with the provision of the work contract. Sloppy work will not be tolerated</p> <p>2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day; workers may not report for work under the influence of alcoholic beverages or illegal drugs. Workers must abide by the law/be at least 21 years of age to consume Alcohol. Workers in violation will be immediately discharged. Illegal drugs may not be used or kept on any employer premises and housing. Use/possession of illegal drugs, failing or refusing to take a drug test will be CAUSE FOR TERMINATION.</p> <p>Reglas de trabajo #1</p> <p>1. Los trabajadores deben realizar su trabajo asignado de una manera cuidadosa, como un trabajador, de acuerdo con la disposicin del contrato de trabajo. No se tolerar el trabajo descuidado</p> <p>2. El uso o posesin de bebidas alcoholicas o drogas ilegales esta estrictamente prohibido durante el tiempo de trabajo o durante cualquier da de trabajo antes de que el trabajo se complete durante el da; los trabajadores no pueden presentarse para trabajar bajo la influencia de bebidas alcoholicas o drogas ilegales. Los trabajadores deben cumplir con la ley/tener al menos 21 anos de edad para consumir el alcohol. Los trabajadores en violacin sern dados de alta inmediatamente. Las drogas ilegales no pueden ser usadas o guardadas en las instalaciones y viviendas de cualquier empleador. El uso/posesin de drogas ilegales, no tomar o negarse a tomar una prueba de drogas ser CAUSA DE TERMINACION.</p>			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules - Part 1 Continued (#1)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. Excessive absences are defined as: 2 unexcused absences in a 30-day period. 5 consecutive days of unexcused absences is considered abandonment of their position and be CAUSE FOR IMMEDIATE TERMINATION. Workers must report at assigned time and place each workday as directed by the grower or supervisor. WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS. Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of 30 days. 4. Workers may not take unauthorized breaks from work 5. Workers may not leave the field or other assigned work area without permission of farmer or person in charge. 6. Workers may not enter employer's premises without authorization. 7. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.</p> <p>3. Ausencias excesivas y/o tardanzas no sern permitidas. Se espera que los empleados estn presentes, a tiempo, capaces y dispuestos a realizar el trabajo asignado cada da laborable programado. Ausencias excesivas se definen como: 2 ausencias sin excusa en un periodo de 30 das. 5 das consecutivos de ausencias sin excusa se considera abandono de su posicin y ser CAUSA DE TERMINACION INMEDIATA. Los trabajadores deben reportarse a la hora asignada y colocar cada da de trabajo segn lo indique el agricultor o el supervisor. LOS TRABAJADORES SERN DADOS DE ALTA POR EXCESO DE TARDANZA. La tardanza excesiva se define como 2 tardanzas injustificadas en una fila o 5 tardanzas injustificadas en un periodo de 30 das. 4. Los trabajadores no pueden tomar descansos no autorizados del trabajo 5. Los trabajadores no pueden abandonar el campo u otra rea de trabajo asignada sin el permiso del agricultor o de la persona a cargo. 6. Los trabajadores no pueden entrar en las instalaciones del empleador sin autorizacin. 7. Los trabajadores no pueden comenzar a trabajar antes de la hora programada para comenzar o continuar trabajando despues de la hora de parar a menos que lo autorice el empleador.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules - Part 1 Continued (#3)
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>16. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY 17. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's as soon as is reasonably possible. UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE. 18. Workers must follow supervisor's instructions.</p> <p>16. Los trabajadores no pueden hacer mal uso o retirar de las instalaciones de la granja sin la autorizacin de su supervisor cualquier propiedad del empleador como camiones y otros vehculos, camas, refrigeradores, herramientas, etc. LOS INFRACTORES ESTARAN SUJETOS A SER DADOS DE ALTA INMEDIATAMENTE. 17. Los trabajadores deben obedecer todas las normas de seguridad y las practicas comunes de seguridad y deben reportarse algunas lesiones o accidentes a su supervisor o empleador lo mas antes posible razonablemente. EL COMPORTAMIENTO LABORAL INSEGURO PUEDE SOMETER AL INFRACTOR A SER DADO DE BAJA. 18. Los trabajadores deben seguir los instrucciones del supervisor.</p>			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules - Part 1 Continued (#2)
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>8. Workers may not deliberately restrict production. 9. Any worker who verbally or physically threatens another worker, the farmer or any supervisor WILL BE SUBJECT TO IMMEDIATE DISCHARGE. 10. WORKERS WILL BE DISCHARGED for fighting on the employer's premises, including housing premises, at any time. 11. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without permission from employer. 12. WORKERS WILL BE DISCHARGED if they steal from fellow workers or from the employer. 13. Workers may not falsify identification, personnel, medical, production or other work-related records or be subject to discharge. 14. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equip., tools or other property belonging to the employer or to other employees or be subject to discharge. 15. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor.</p> <p>8. Los trabajadores no pueden restringir deliberadamente la produccin. 9. Cualquier trabajador que amenace verbal o fsicamente a otro trabajador, al agricultor o a cualquier supervisor ESTAR SUJETO A UN DESPIDO INMEDIATO. 10. LOS TRABAJADORES SERN DESPEDIDOS por pelear en las instalaciones del empleador, incluyendo las instalaciones de vivienda, en cualquier momento. 11. Los trabajadores no pueden publicar o quitar avisos, senales u otras instrucciones de los tableros de anuncios del empleador o de la propiedad del empleador sin permiso del empleador. 12. LOS TRABAJADORES SERN DESPEDIDOS si roban a sus companeros de trabajo o al empleador. 13. Los trabajadores no pueden falsificar registros de identificacin, personal, medicos, de produccin u otros registros relacionados con el trabajo ni estar sujetos a alta. 14. Los trabajadores no pueden abusar o destruir deliberadamente ninguna maquinaria, camioneta o otro vehculo, equipo, herramientas u otra propiedad que pertenezca al empleador o a otros empleados o estar sujetos a despido. 15. Los trabajadores no pueden usar ni operar camiones u otros vehculos, maquinas, herramientas u otros equipos y bienes a los que el trabajador no haya sido asignado especificamente por su supervisor. 15. Los trabajadores no pueden usar ni operar camiones u otros vehculos, maquinas, herramientas u otros equipos y bienes a los que el trabajador no haya sido asignado especificamente por su supervisor.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Cont.
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Daily transportation to/from work-site will be provided to the workers at no charge. Transportation consists of pick up trucks or SUVs that they will transport workers from worksite to home and to the store. Transportation is provided from the actual housing location to employment location. Worker housing is located at employer worksite and no "commuting" is required. Workers can walk to the worksite location. Employees also have access to vehicles 24/7 while they are on employer property and housing location. For workers living in worker housing that do not possess a valid driver's license, transportation will be provided once a week for groceries or personal errands. There are two vehicles provided to employees: a 2012 Honda Civic that seats 5, and a 2010 Honda Odyssey that seats 8. All vehicles are owned by Topiary Creations, Inc. Only H2A and defined farm employees have daily transportation provided at no cost to them. Our other employees (non-H2A) that do not reside in employer-provided housing live in their personal accommodations and have their own means of transportation.</p> <p>Transporte diario desde/hacia el lugar de trabajo ser proporcionado a los trabajadores sin costo alguno. El transporte consiste en camionetas o SUV que transportan a los trabajadores desde el lugar de trabajo a casa y a la tienda. El transporte se proporciona desde la ubicacin real de la vivienda a la ubicacin de empleo. La vivienda del trabajador est ubicada en el lugar de trabajo del empleador y no se requiere "desplazamiento". Los trabajadores pueden caminar hasta la ubicacin del lugar de trabajo. Los empleados tambien tienen acceso a los vehculos 24/7 mientras estn en la propiedad del empleador y la ubicacin de la vivienda. Para los trabajadores que viven en viviendas de trabajadores que no poseen una licencia de conducir vlida, se proporcionar transporte una vez a la semana para comestibles o diligencias personales. Hay dos vehculos provistos a los empleados: Un Honda Civic 2012 con capacidad para 5, y un Honda Odyssey 2010 con capacidad para 8. Todos los vehculos son propiedad de Topiary Creations, Inc. Solo H2A y empleados de la granja definidos tienen transporte diario proporcionado sin costo para ellos. Nuestros otros empleados (no H2A) que no residen en viviendas proporcionadas por el empleador viven en sus alojamientos personales y tienen sus propios medios de transporte.</p>			

j. Job Offer Information 10

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

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