

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



A. Job Offer Information

1. Job Title * Farmworkers and Laborers							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		159	159	3. First Date * 6/5/2023		4. Last Date * 8/5/2023	
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 *
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>1</u> : <u>30</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)							
See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ <u>17</u> . <u>17</u>		<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.)							
The employer will make the following deductions: FICA taxes, income tax, state income tax, cash advances, overpayment of wages; and charges for any loss to the employer due to the worker's 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 in writing.							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input checked="" 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 checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>60</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) See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
Bayer Crop Science 18419 Gum Town Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Virginia	Illinois	62691	Cass
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
Field 801 & 802			
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"/> N/A

D. Housing Information

1. Housing Address/Location *			
301 and 333 North Milton Ave			
2. City *	3. State *	4. Postal Code *	5. County *
Springfield	Illinois	62702	Sangamon
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		3	178
9. Identify the entity that determined the housing met all applicable standards: *			
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" 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) *			
Employer leased housing. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.			
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.)

The employer will provide free and convenient cooking and kitchen facilities to workers living in employer-provided housing which will enable workers to prepare their own meals. The employer provided housing that includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Additionally, the employer will provide free transportation in a Bus, Passenger Van, or Truck authorized on Jackson Citrus' Farm Labor Contractor ("FLC") Certificate, operated by a Farm Labor Contractor Employee ("FLCE") to transport all workers to the grocery store once weekly.

2. The employer: *

☒ **WILL NOT** charge workers for meals.

☐ **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.)

The employer will provide free transportation in an employer owned and operated Bus, Passenger Van, or Truck (ranging from 15 seats - 80 seats) insured and authorized on Jackson Citrus' FLC Certificate, operated by an authorized Jackson Citrus' Farm Labor Contractor Employee ("FLCE") to transport all workers to and from employer provided housing location(s) and to worksite(s)

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.)

See Addendum C

2. Telephone Number to Apply *
+1 (863) 675-3119

3. Extension §
N/A

4. Email Address to Apply *
N/A

5. Website Address (URL) to Apply *
<https://jackson-citrus-inc.business.site>

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 * Green	2. First (given) name * Carl	3. Middle initial § A.
4. Title * President		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/29/2023
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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
	Corn Detasseling	\$ 17 . 17	Hour	\$75.00/clean acre; estimated 4.37 acres per hour; \$17.17 per hour guaranteed (minimum 0.10 acres per hour) *Corn Detasseling: Workers completing the entire contract will be paid a piece-rate of \$75.00 per clean acre of corn detasseled for the entire contract, based upon the average productivity of the workers assigned crew. An hourly rate of \$17.17 per hour will be guaranteed, and workers who fail to complete the contract will only be eligible for payment of the guaranteed hourly wage
	Female Rogue	\$ 17 . 17	Hour	\$9.00 per acre (estimated 1.91 acres/hr.); \$17.17 per hour guaranteed *Rogueing: Workers completing the entire contract will be paid a piece-rate for Female Rogue = \$9.00/acre of com rogueing for the entire contract, based upon the average productivity of the workers assigned crew. An hourly rate of \$17.17 per hour will be guaranteed, and workers who fail to complete the contract will only be eligible for payment of the guaranteed hourly wage rate.
	Male Rogue (20 inch rows)	\$ 17 . 17	Hour	\$7.00 per acre (estimated 2.45 acres/hr.); \$17.17 per hour guaranteed *Rogueing: Workers completing the entire contract will be paid a piece-rate for Male Rogue for 20-inch rows = \$7.00/acre of com rogueing for the entire contract, based upon the average productivity of the workers assigned crew. An hourly rate of \$17.17 per hour will be guaranteed, and workers who fail to complete the contract will only be eligible for payment of the guaranteed hourly wage rate.
	Male Rogue (30 inch rows)	\$ 17 . 17	Hour	\$5.00 per acre (estimated 3.43 acres/hr.); \$17.17 per hour guaranteed *Rogueing: Workers completing the entire contract will be paid a piece-rate for Male Rogue for 30-inch rows = \$5.00/acre of com rogueing for the entire contract, based upon the average productivity of the workers assigned crew. An hourly rate of \$17.17 per hour will be guaranteed, and workers who fail to complete the contract will only be eligible for payment of the guaranteed hourly wage rate.
	Removing Green Snaps	\$ 17 . 17	Hour	\$17.17 per hour guaranteed
	Quality Checker	\$ 17 . 17	Hour	\$17.17 per hour guaranteed
	General Farm Labor	\$ 17 . 17	Hour	\$17.17 per hour guaranteed
		\$.		
		\$.		
		\$.		

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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C. Additional Place of Employment Information

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Bayer Crop Science	12459 W. Gum Town Rd. Virginia, Illinois 62691 CASS	Field 803	6/5/2023	8/5/2023	159
Bayer Crop Science	12061-12699 Clear Lake Rd. Beardstown, Illinois 62618 CASS	Field 833	6/5/2023	8/5/2023	159
Bayer Crop Science	12277 Clear Lake Rd. Beardstown, Illinois 62618 CASS	Field 835	6/5/2023	8/5/2023	159
Bayer Crop Science	22181-22279 Chandlerville Rd. Chandlerville, Illinois 62627 CASS	Field 836	6/5/2023	8/5/2023	159
Bayer Crop Science	5367 US-67 Beardstown, Illinois 62618 CASS	Field 840	6/5/2023	8/5/2023	159
Bayer Crop Science	14953 Gum Town Rd. Virginia, Illinois 62691 CASS	Field 841	6/5/2023	8/5/2023	159
Bayer Crop Science	1332-1406 Boulevard Rd. Arenzville, Illinois 62611 CASS	Field 848, 849, & 854	6/5/2023	8/5/2023	159
Bayer Crop Science	11293 Old River Rd. Virginia, Michigan 62691 CASS	Field 870	6/5/2023	8/5/2023	159
Bayer Crop Science	28341-28399 Oakford Rd. Chandlerville, Illinois 62627 CASS	Field 890	6/5/2023	8/5/2023	159
Bayer Crop Science	18765-18799 Gum Town Rd. Virginia, Illinois 62691 CASS	Field 893	6/5/2023	8/5/2023	159

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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 §
Bayer Crop Science	29001-29099 Oakford Rd. Chandlerville, Illinois 62627 CASS	Field 896	6/5/2023	8/5/2023	159
Bayer Crop Science	374 2400th St. Emden, Illinois 62635 LOGAN	Field 201	6/5/2023	8/5/2023	159
Bayer Crop Science	451-465 2500th St. Emden, Illinois 62635 LOGAN	Field 205	6/5/2023	8/5/2023	159
Bayer Crop Science	2746 500th St. Emden, Illinois 62635 LOGAN	Field 564 & 565	6/5/2023	8/5/2023	159
Bayer Crop Science	2741 600th Ave. Emden, Illinois 62635 LOGAN	Field 566	6/5/2023	8/5/2023	159
Bayer Crop Science	10-98 2600th St. San Jose, Illinois 62682 LOGAN	Field 567	6/5/2023	8/5/2023	159
Bayer Crop Science	1100-1162 2400th St. Hartsburg, Illinois 62643 LOGAN	Field 601	6/5/2023	8/5/2023	159
Bayer Crop Science	1101-1143 2400th St. Hartsburg, Illinois 62643 LOGAN	Field 602	6/5/2023	8/5/2023	159
Bayer Crop Science	1615 2350th St. Atlanta, Illinois 61723 LOGAN	Field 1458	6/5/2023	8/5/2023	159
Bayer Crop Science	2747-2799 County Road 00 E. Atlanta, Illinois 61723 LOGAN	Field 1540	6/5/2023	8/5/2023	159

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer Crop Science	1501-1639 2706th St. Atlanta, Illinois 61723 LOGAN	Field 1550	6/5/2023	8/5/2023	159
Bayer Crop Science	2301-2385 800th Ave. Hartsburg,, Illinois 62643 LOGAN	Field 1701	6/5/2023	8/5/2023	159
Bayer Crop Science	20501-20999 N County Road 3150 E. Manito, Illinois 61546 MASON	Field 100	6/5/2023	8/5/2023	159
Bayer Crop Science	33738 CR 2300N Manito, Illinois 61546 MASON	Field 101	6/5/2023	8/5/2023	159
Bayer Crop Science	19745 CR 3200E. Manito, Illinois 61546 MASON	Field 103	6/5/2023	8/5/2023	159
Bayer Crop Science	18324 Jacobs Rd. Manito, Illinois 61546 MASON	Field 104	6/5/2023	8/5/2023	159
Bayer Crop Science	33733 CR 1900N Manito, Illinois 61546 MASON	Field 105	6/5/2023	8/5/2023	159
Bayer Crop Science	23293 N County Rd 3050 E. Forest City , Illinois 61546 MASON	Field 119	6/5/2023	8/5/2023	159
Bayer Crop Science	33001-33463 1900 N. Manito, Illinois 61546 MASON	Field 120	6/5/2023	8/5/2023	159
Bayer Crop Science	N County Road 3300 E. Manito, Illinois 61546 MASON	Field 121	6/5/2023	8/5/2023	159

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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 §
Bayer Crop Science	32319-32875 1900 N. Manito, Illinois 61546 MASON	Field 122	6/5/2023	8/5/2023	159
Bayer Crop Science	18201-19141 N County Road 3200 E. Manito, Illinois 61546 MASON	Field 128	6/5/2023	8/5/2023	159
Bayer Crop Science	County Road 1800N. San Jose , Illinois 62682 MASON	Field 129	6/5/2023	8/5/2023	159
Bayer Crop Science	E County Road 1000N Mason City , Illinois 62664 MASON	Field 132	6/5/2023	8/5/2023	159
Bayer Crop Science	37534-37998 E County Road 1200N Mason City, Illinois 62682 MASON	Field 134	6/5/2023	8/5/2023	159
Bayer Crop Science	38001-38399 E County Road 1200 N. Mason City , Illinois 62664 MASON	Field 138	6/5/2023	8/5/2023	159
Bayer Crop Science	9803 CR 2500E Easton, Illinois 62633 MASON	Field 166 & 167	6/5/2023	8/5/2023	159
Bayer Crop Science	10050 CR 2500E. Easton, Illinois 62633 MASON	Field 168	6/5/2023	8/5/2023	159
Bayer Crop Science	9079 CR 2500E Easton , Illinois 62633 MASON	Field 169	6/5/2023	8/5/2023	159
Bayer Crop Science	29968 County Road 2000 N Forest City, Illinois 61532 MASON	Field 181	6/5/2023	8/5/2023	159

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer Crop Science	30103 County Road 2050 N Forest City, Illinois 61532 MASON	Field 184	6/5/2023	8/5/2023	159
Bayer Crop Science	29243 Forest City Ditch Rd. Forest City, Illinois 61532 MASON	Field 192	6/5/2023	8/5/2023	159
Bayer Crop Science	31067-31999 E County Road N. Manito, Illinois 61546 MASON	Field 196	6/5/2023	8/5/2023	159
Bayer Crop Science	18201-19141 N County Road 3200 E. Manito, Illinois 61546 MASON	Field 197	6/5/2023	8/5/2023	159
Bayer Crop Science	29968 County Road 2000 N. Forest City,, Illinois 61532 MASON	Field 212	6/5/2023	8/5/2023	159
Bayer Crop Science	9388-9838 County Road 2800 E. Easton, Illinois 62633 MASON	Field 238	6/5/2023	8/5/2023	159
Bayer Crop Science	34001-34433 County Road 1400N. Mason City, Illinois 62664 MASON	Field 266	6/5/2023	8/5/2023	159
Bayer Crop Science	13074 CR 2800E. Easton, Illinois 62633 MASON	Field 269	6/5/2023	8/5/2023	159
Bayer Crop Science	29260 CR 2000N Forest City, Illinois 61532 MASON	Field 271	6/5/2023	8/5/2023	159
Bayer Crop Science	22071-22999 N County Road 3300 E. Manito, Illinois 61546 MASON	Field 280	6/5/2023	8/5/2023	159

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer Crop Science	25225 CR 1000N. Easton, Illinois 62633 MASON	Field 286	6/5/2023	8/5/2023	159
Bayer Crop Science	9803 CR 2500E Easton, Illinois 62633 MASON	Field 287	6/5/2023	8/5/2023	159
Bayer Crop Science	10053 CR 2500E Easton, Illinois 62633 MASON	Field 288	6/5/2023	8/5/2023	159
Bayer Crop Science	9183 CR 2500E. Easton, Illinois 62633 MASON	Field 289 & 290	6/5/2023	8/5/2023	159
Bayer Crop Science	32339-32257 E County Road 2050N. Manito, Illinois 61546 MASON	Field 320	6/5/2023	8/5/2023	159
Bayer Crop Science	19601-19999 N County Road 3200 E. Manito, Illinois 61546 MASON	Field 330	6/5/2023	8/5/2023	159
Bayer Crop Science	35000-35298 CR 1550N. Mason City, Illinois 62664 MASON	Field 361	6/5/2023	8/5/2023	159
Bayer Crop Science	20001-22299 N County Road E. Manito, Illinois 61546 MASON	Field 376	6/5/2023	8/5/2023	159
Bayer Crop Science	32053 32999 E County Road 2300 N. Manito, Illinois 61546 MASON	Field 380	6/5/2023	8/5/2023	159
Bayer Crop Science	30100-30498 CR 2300N. Forest City, Illinois 61532 MASON	Field 438	6/5/2023	8/5/2023	159

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer Crop Science	5388 N Revis Springs Rd. Easton, Illinois 62633 MASON	Field 470	6/5/2023	8/5/2023	159
Bayer Crop Science	30000-30998 CR 2050N Forest City, Illinois 61532 MASON	Field 490	6/5/2023	8/5/2023	159
Bayer Crop Science	13773 CR 3800E San Jose, Illinois 62682 MASON	Field 497	6/5/2023	8/5/2023	159
Bayer Crop Science	29172-29394 County Road 2100 Forest City, Illinois 61532 MASON	Field 511	6/5/2023	8/5/2023	159
Bayer Crop Science	38600-38698 CR 1470N. San Jose, Illinois 62682 MASON	Field 514	6/5/2023	8/5/2023	159
Bayer Crop Science	15500 N County Road 3100 E. Mason City, Illinois 62664 MASON	Field 515	6/5/2023	8/5/2023	159
Bayer Crop Science	30497-30799 County Road 1900 Manito, Illinois 61532 MASON	Field 516	6/5/2023	8/5/2023	159
Bayer Crop Science	15500 N County Road 3100 E. Mason City, Illinois 62664 MASON	Field 521	6/5/2023	8/5/2023	159
Bayer Crop Science	21801-22999 CR 3010E. Forest City, Illinois 61532 MASON	Field 536	6/5/2023	8/5/2023	159
Bayer Crop Science	21000-21798 CR 3000E Forest City, Illinois 61532 MASON	Field 537	6/5/2023	8/5/2023	159

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer Crop Science	30494 CR 2100N. Forest City, Illinois 61532 MASON	Field 538	6/5/2023	8/5/2023	159
Bayer Crop Science	30800 CR 2050N. Forest City, Illinois 61532 MASON	Field 541	6/5/2023	8/5/2023	159
Bayer Crop Science	31431 E County Road 2050N. Manito, Illinois 61546 MASON	Field 542	6/5/2023	8/5/2023	159
Bayer Crop Science	19558 Jacobs Rd. Manito, Illinois 61546 MASON	Field 543	6/5/2023	8/5/2023	159
Bayer Crop Science	33492 CR 1900N. Manito, Illinois 61546 MASON	Field 544	6/5/2023	8/5/2023	159
Bayer Crop Science	31499-31999 E County Road 2050N. Manito, Illinois 61546 MASON	Field 546	6/5/2023	8/5/2023	159
Bayer Crop Science	33253 CR 2000N. Manito, Illinois 61546 MASON	Field 555	6/5/2023	8/5/2023	159
Bayer Crop Science	19558 Jacobs Rd. Manito, Illinois 61546 MASON	Field 556	6/5/2023	8/5/2023	159
Bayer Crop Science	36951-36999 County Road 1400 N. Mason City, Illinois 62664 MASON	Field 563	6/5/2023	8/5/2023	159
Bayer Crop Science	31000-31998 CR 1900N. Manito, Illinois 61546 MASON	Field 573	6/5/2023	8/5/2023	159

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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 §
Bayer Crop Science	36503-37255 County Road 1500 N. Mason City, Illinois 62682 MASON	Field 575	6/5/2023	8/5/2023	159
Bayer Crop Science	37113-37199 County Road 1450 N. Mason City, Illinois 62682 MASON	Field 576	6/5/2023	8/5/2023	159
Bayer Crop Science	31000-31498 CR 2050N. Manito, Illinois 61546 MASON	Field 581	6/5/2023	8/5/2023	159
Bayer Crop Science	32701-32875 County Road 1800N. San Jose, Illinois 62682 MASON	Field 582	6/5/2023	8/5/2023	159
Bayer Crop Science	30497-30799 County Road 1900 Manito, Illinois 61532 MASON	Field 585 & 586	6/5/2023	8/5/2023	159
Bayer Crop Science	30704-31146 County Road 1800 N. Forest City, Illinois 61532 MASON	Field 587	6/5/2023	8/5/2023	159
Bayer Crop Science	18385-18999 3100E. Forest City, Illinois 61532 MASON	Field 588	6/5/2023	8/5/2023	159
Bayer Crop Science	10427-11475 County Road 3600 Mason City, Illinois 62664 MASON	Field 590	6/5/2023	8/5/2023	159
Bayer Crop Science	10001-10933 3700E. Mason City, Illinois 62664 MASON	Field 591	6/5/2023	8/5/2023	159
Bayer Crop Science	32263-32449 US-136 San Jose, Illinois 62682 MASON	Field 593	6/5/2023	8/5/2023	159

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer Crop Science	19601-19999 N County Road 3200 E. Manito, Illinois 61546 MASON	Field 596	6/5/2023	8/5/2023	159
Bayer Crop Science	10969-11669 Wagonseller Road Mason City, Illinois 62664 MASON	Field 597	6/5/2023	8/5/2023	159
Bayer Crop Science	4022'24"N89"44'21"W Manito Township, Illinois 61546 MASON		6/5/2023	8/5/2023	159
Bayer Crop Science	40"23'07"N89"43'49"W Manito Township, Illinois 61546 MASON		6/5/2023	8/5/2023	159
Bayer Crop Science	40 23'24"N89 43'12"W Manito Township, Illinois 61546 MASON		6/5/2023	8/5/2023	159
Bayer Crop Science	40"22'09"N89"43'49"W Manito Township, Illinois 61546 MASON		6/6/2023	8/5/2023	159
Bayer Crop Science	1297 E 800 North Rd. Stanford, Illinois 61774 MCLEAN	Field 1209	6/5/2023	8/5/2023	159
Bayer Crop Science	6575-7751 N 100 E. Rd. Stanford, Illinois 61775 MCLEAN	Field 1213	6/5/2023	8/5/2023	159
Bayer Crop Science	4864 E 1000 North Rd. Stanford, Illinois 61774 MCLEAN	Field 1415	6/5/2023	8/5/2023	159
Bayer Crop Science	4200-4998 E 1000 North Rd. Stanford, Illinois 61774 MCLEAN	Field 1416	6/5/2023	8/5/2023	159

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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 §
Bayer Crop Science	3464 E 1100 North Rd. Stanford, Illinois 61774 MCLEAN	Field 1418	6/5/2023	8/5/2023	159
Bayer Crop Science	325 E 1200 North Rd. Stanford, Illinois 61774 MCLEAN	Field 1420	6/5/2023	8/5/2023	159
Bayer Crop Science	2500-2998 E 800 North Rd. Stanford, Illinois 61774 MCLEAN	Field 1421	6/5/2023	8/5/2023	159
Bayer Crop Science	6069-6099 Mclean County Line Road. McLean, Illinois 61721 MCLEAN	Field 1430	6/5/2023	8/5/2023	159
Bayer Crop Science	6485-7201 N 300 East Road Stanford, Illinois 61774 MCLEAN	Field 1451	6/5/2023	8/5/2023	159
Bayer Crop Science	3295 N 150 East Rd. McLean, Illinois 61754 MCLEAN	Field 1455	6/5/2023	8/5/2023	159
Bayer Crop Science	6626 N 390 East Rd. McLean, Illinois 61754 MCLEAN	Field 1456	6/5/2023	8/5/2023	159
Bayer Crop Science	5160 Mclean Rd. Armington, Illinois 61721 MCLEAN	Field 1459	6/5/2023	8/5/2023	159
Bayer Crop Science	400-498 E 400 North Rd. Mc Lean, Illinois 61754 MCLEAN	Field 1460	6/5/2023	8/5/2023	159
Bayer Crop Science	469 E 400 North Rd. McLean, Illinois 61754 MCLEAN	Field 1461	6/5/2023	8/5/2023	159

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bayer Crop Science	501 E 400 North Rd. McLean, Illinois 61754 MCLEAN	Field 1462	6/5/2023	8/5/2023	159
Bayer Crop Science	1197 E 300 North Rd. McLean, Illinois 61754 MCLEAN	Field 1463	6/5/2023	8/5/2023	159
Bayer Crop Science	469 E 400 North Rd. McLean, Illinois 61754 MCLEAN	Field 1464	6/5/2023	8/5/2023	159
Bayer Crop Science	1197 E 300 North Rd. McLean, Illinois 61754 MCLEAN	Field 1466	6/5/2023	8/5/2023	159
Bayer Crop Science	304 N 250 East Rd. McLean, Illinois 61754 MCLEAN	Field 1471	6/5/2023	8/5/2023	159
Bayer Crop Science	2301-2557 E 250 North Rd. McLean, Illinois 61754 MCLEAN	Field 1474	6/5/2023	8/5/2023	159
Bayer Crop Science	1000-1198 E 300 North Rd. Mc Lean, Illinois 61754 MCLEAN	Field 1475	6/5/2023	8/5/2023	159
Bayer Crop Science	2200-2298 N 200 East Rd. Mc Lean, Illinois 61754 MCLEAN	Field 1476	6/5/2023	8/5/2023	159
Bayer Crop Science	100-1148 E 200 North Rd. Mc Lean, Illinois 61754 MCLEAN	Field 1477	6/5/2023	8/5/2023	159
Bayer Crop Science	2000-2274 E 250 North Rd. Mc Lean, Illinois 61754 MCLEAN	Field 1482	6/5/2023	8/5/2023	159

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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 §
Bayer Crop Science	2200-2298 N 200 East Rd. Mc Lean, Illinois 617S4 MCLEAN	Field 1487	6/5/2023	8/5/2023	159
Bayer Crop Science	1701-1999 E 250 North Rd. McLean, Illinois 617S4 MCLEAN	Field 1488	6/5/2023	8/5/2023	159
Bayer Crop Science	101-1149 E 200 North Rd. Mc Lean, Illinois 61754 MCLEAN	Field 1491	6/5/2023	8/5/2023	159
Bayer Crop Science	9-827 E 550 North Road McLean, Illinois 61754 MCLEAN	Field 1551	6/5/2023	8/5/2023	159
Bayer Crop Science	6000-6572 N 100 East Rd. McLean, Illinois 61774 MCLEAN	Field 1553	6/5/2023	8/5/2023	159
Bayer Crop Science	11450 Coyote Rd. Green Valley, Illinois 61534 TAZEWELL	Field 115	6/5/2023	8/5/2023	159
Bayer Crop Science	1598 Towerline Road Delavan, Illinois 61734 TAZEWELL	Field 175	6/5/2023	8/5/2023	159
Bayer Crop Science	1601 Allen Rd. Green Valley, Illinois 61534 TAZEWELL	Field 202	6/5/2023	8/5/2023	159
Bayer Crop Science	1503 Allen Road Green Valley, Illinois 61534 TAZEWELL	Field 214	6/5/2023	8/5/2023	159
Bayer Crop Science	2440-2606 IL-29 Delavan, Illinois 61734 TAZEWELL	Field 233	6/5/2023	8/5/2023	159

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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 §
Bayer Crop Science	11964-11998 Alvin Rd. Green Valley, Illinois 61534 TAZEWELL	Field 371	6/5/2023	8/5/2023	159
Bayer Crop Science	5479-5687 Wagonseller Rd. Green Valley, Illinois 61534 TAZEWELL	Field 540	6/5/2023	8/5/2023	159
Bayer Crop Science	5479 Wagonseller Rd. Green Valley, Illinois 61534 TAZEWELL	Field 545	6/5/2023	8/5/2023	159
Bayer Crop Science	1116 Towerline, Rd. Delavan, Illinois 61734 TAZEWELL	Field 572	6/5/2023	8/5/2023	159
Bayer Crop Science	472-860 Mason Rd. Armington, Illinois 61721 TAZEWELL	Field 1520	6/5/2023	8/5/2023	159
Bayer Crop Science	101-999 Mason Rd. Armington, Illinois 61721 TAZEWELL	Field 1521	6/5/2023	8/5/2023	159
Bayer Crop Science	33138-33398 Armington Rd. Armington, Illinois 61721 TAZEWELL	Field 1522	6/5/2023	8/5/2023	159
Bayer Crop Science	12000-12648 Springfield Road Tremont, Illinois 61568 TAZEWELL	Field 1580	6/5/2023	8/5/2023	159
Bayer Crop Science	2001-2999 Locust Rd. Delavan, Illinois 61734 TAZEWELL	Field 1600	6/5/2023	8/5/2023	159
Bayer Crop Science	24400-24998 Litwiller Rd. Delavan, Illinois 61734 TAZEWELL	Field 1601	6/5/2023	8/5/2023	159

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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 §
Bayer Crop Science	2365 Locust Rd. Delavan, Illinois 61734 TAZEWELL	Field 1602	6/5/2023	8/5/2023	159
Bayer Crop Science	24201-24737 Townline Road Tremont, Illinois 61568 TAZEWELL	Field 1603	6/5/2023	8/5/2023	159
Bayer Crop Science	3626-3968 Brownwood Rd. Delavan, Illinois 61734 TAZEWELL	Field 1606	6/5/2023	8/5/2023	159
Bayer Crop Science	5001-5999 Locust Rd. Delavan, Illinois 61734 TAZEWELL	Field 1607	6/5/2023	8/5/2023	159
Bayer Crop Science	22693 Tomm Rd. Delavan, Illinois 61734 TAZEWELL	Field 1608	6/5/2023	8/5/2023	159
Bayer Crop Science	21001-21699 Red Shale Hill Road Tremont, Illinois 61568 TAZEWELL	Field 1612	6/5/2023	8/5/2023	159
Bayer Crop Science	County Road 1150 N. Tremont, Illinois 61568 TAZEWELL	Field 1616 & 1617	6/5/2023	8/5/2023	159
Bayer Crop Science	17521-17707 Springfield Road Groveland, Illinois 61535 TAZEWELL	Field 1619	6/5/2023	8/5/2023	159
Bayer Crop Science	County Road 1150N Tremont, Illinois 61568 TAZEWELL	Field 1620	6/5/2023	8/5/2023	159
Bayer Crop Science	2100-21698 Red Shale Hill Rd. Tremont, Illinois 61568 TAZEWELL	Field 1621	6/5/2023	8/5/2023	159

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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 §
Bayer Crop Science	4023' 54"N8946'23"W Sand Prarie Township, Illinois 61534 TAZEWELL		6/5/2023	8/5/2023	159
Bayer Crop Science	4024'25"N8939'26"W Sand Prarie Township, Illinois 61534 TAZEWELL		6/5/2023	8/5/2023	159
Bayer Crop Science	40"26'00"N8940'33"W Sand Prarie Township, Illinois 61534 TAZEWELL		6/5/2023	8/5/2023	159
Bayer Crop Science	4025 58"N89 37'50"W Sand Prarie Township, Illinois 61534 TAZEWELL		6/5/2023	8/5/2023	159
Bayer Crop Science	40"26'14:N89 28'30"W Hopedale Township, Illinois 61568 TAZEWELL		6/5/2023	8/5/2023	159
Bayer Crop Science	4925 CR 1800 E. STONINGTON, Illinois 62567 CHRISTIAN		6/5/2023	8/5/2023	159
Bayer Crop Science	1900 CR 2000 N. STONNGTON, Illinois 62567 CHRISTIAN		6/5/2023	8/5/2023	159
Bayer Crop Science	CR 1950 N. STONINGTON, Illinois 62567 CHRISTIAN		6/5/2023	8/5/2023	159
Bayer Crop Science	1894 CR 1975 E. STONINGTON, Illinois 62567 CHRISTIAN		6/5/2023	8/5/2023	159
Bayer Crop Science	1892 CR 2000 N STONINGTON, Illinois 62567 CHRISTIAN		6/5/2023	8/5/2023	159

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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 §
Wyffels Hybrids	16064 Toboggan Ave. Green Valley, Illinois 61534 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	7321 Towerline Rd. Green Valley, Illinois 61535 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	21250 Ryan Rd. Delavan, Illinois 61734 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	7323 Towerline Rd. Green Valley, Illinois 61535 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	2450 Springfield Rd. Delavan, Illinois 61734 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	4194 Towerline Rd. Green Valley, Illinois 61535 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	4553 Morris Mill Rd. Green Valley, Illinois 61535 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	4551 Morris Mill Rd. Green Valley, Illinois 61535 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	6751 Towerline Rd. Green Valley, Illinois 61535 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	6288 Towerline Rd. Green Valley, Illinois 61535 TAZEWELL		6/5/2023	8/5/2023	159

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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 §
Wyffels Hybrids	16061 Toboggan Ave. Green Valley, Illinois 61635 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	1108 W. Fourth St. Delevan , Illinois 61734 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	16520 Woodrow Rd. Green Valley , Illinois 61535 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	16430 Woodrow Rd. Green Valley, Illinois 61535 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	455 Shay Rd. San Jose, Illinois 62682 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	580 Shay Rd. San Jose, Illinois 62682 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	15840 Coyote Rd. San Jose, Illinois 62682 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	15840 Coyote Rd. San Jose , Illinois 62682 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	4601 Towerline Rd. San Jose, Illinois 62682 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	16430 Woodrow Rd. Green Valley , Illinois 61535 TAZEWELL		6/5/2023	8/5/2023	159

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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 §
Wyffels Hybrids	2596 Towerline Rd. San Jose, Illinois 62682 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	15369 IL-122 San Jose , Illinois 62682 TAZEWELL		6/5/2023	8/5/2023	159
Wyffels Hybrids	24251 Jacobs Rd. Manito, Illinois 61546 MASON		6/5/2023	8/5/2023	159
Wyffels Hybrids	23650 N CR 3300E Manito, Illinois 61546 MASON		6/5/2023	8/5/2023	159
Wyffels Hybrids	23858 CR 3300E Manito , Illinois 61546 MASON		6/5/2023	8/5/2023	159
Wyffels Hybrids	11592 Toboggan Ave. Manito , Illinois 61546 MASON		6/5/2023	8/5/2023	159
Wyffels Hybrids	24250 CR 3400E Manito , Illinois 61546 MASON		6/5/2023	8/5/2023	159
Wyffels Hybrids	8799 Jacobs Rd. Manito, Illinois 61546 MASON		6/5/2023	8/5/2023	159
Wyffels Hybrids	23230 CR 3300E Manito, Illinois 61546 MASON		6/5/2023	8/5/2023	159
Wyffels Hybrids	23230 CR 3300E Manito, Illinois 61546 MASON		6/5/2023	8/5/2023	159

D. Additional Housing Information

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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 §
Wyffels Hybrids	23725 CR 3200E Manito, Illinois 61546 MASON		6/5/2023	8/5/2023	159
Wyffels Hybrids	30050 E CR 2400N Manito, Illinois 61546 MASON		6/5/2023	8/5/2023	159

D. Additional Housing Information



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will perform assigned duties as instructed by their supervisor. The worker will walk down the aisles between the plants in the cornfields, for the purpose of detasseling seed corn, removing rogue plants, removing green snaps, removing weeds, and volunteer corn plants from seed corn production fields. In order to perform this kind of work the worker must be able to work outside for at least six (6) hours per day in all kinds of weather and be in possession of the requisite strength and endurance, working quickly and skillfully with their hands. The employer will provide the tools necessary (if applicable) to perform the jobs described without charge to the worker. The employer will charge the worker for reasonable costs related to the workers refusal or negligent failure to return the tools or due to such workers willful damage or destruction of the tools.</p> <p>Other Requirements: Workers seeking employment under this job order must be available for the entire period requested by the employer.</p> <p>The employer retains the right to discharge any obviously unqualified worker, malingerer, or recalcitrant worker who is physically able to complete the work but does not demonstrate a willingness to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason.</p> <p>Sanitation Requirements: For food and general safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when working in agricultural crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields. All workers must report all injuries and illnesses to their employer. As well as any communicable diseases such as but not limited to diarrhea, or any other infectious disease or illness. Workers shall report immediately any cuts or abrasions that cause open bleeding. No tobacco, food, gum, candy, drink (other than water), or medication is allowed while working in the field. No jewelry, watches, or fingernails longer than 1/8" are allowed. No open-toe shoes or sandals are permitted. Glass bottles, drinking glasses, or any item made from glass are prohibited in the field. Improper hygiene will not be tolerated. Throw the used bathroom tissue into the toilet every time, then flush the toilet. Keep the restrooms, rest areas, and portable facilities in the field clean for others.</p>			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer may conduct a drug test post-hire at the employers expense upon reasonable suspicion after a worker has been involved in an accident while working. Workers must have three (3) months of experience in nursery work. Applicants must be able to furnish job references establishing acceptable prior experience or a notarized statement describing specific prior experience. Successful applicants will be subject to a trial period of 3 to 5 days during which their performance of required task will be evaluated. If the performance during the trial period is not acceptable to the employer the workers employment will be terminated.</p>			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job 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.</p> <p>All referrals are encouraged to contact their nearest career center for pre-employment screening before contacting employer.</p> <p>All referrals are to be made to Alton Green at 240 S. Bridge St., LaBelle, FL 33935 Telephone: 863-675-3119. 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.</p> <p>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 who are not residing in employer provided housing must have transportation to the designated worksite or pickup location.</p> <p>Jackson Citrus participates in the E-Verify system. The E-Verify number is 1212928.</p> <p>All hired referred and walk-in applicants must bring with them documentation of identity and employment eligible documents (original documents only), sufficient to complete the I-9 Form within 3 days from the start of employment. All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation.</p>			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The employer will arrange chartered buses for transportation to the place of employment (inbound) and from place of employment (outbound) at no cost to the workers: For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for costs incurred by the worker for transportation and daily subsistence between the workers residence to the place of employment,</p> <p>See Addendum C</p>			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Continued - I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>General Conditions: On the first workday, the employer will provide specific instructions and/or training (6 hour) in the proper way to perform the crop activity. Thereafter, the worker will be expected to perform the task with diligence as instructed. By the beginning of the third working day (6 hours of work completed), workers will be expected to not adversely affect the productivity of the other workers, and to perform the work in a manner specified by the employer and described herein. Workers must be able to perform all work activities with accuracy and efficiency. Primary tasks will include duties associated with crops. Instructions and overall supervision and direction of the workers will be provided by a company supervisor. All workers hired pursuant to this labor certification must be able to comprehend and follow instructions of a company supervisor and communicate effectively to supervisors. Unusual, complex, or non-routine activities will be supervised. The employer retains full discretion to make work assignments, taking into account unforeseen circumstances such as weather or other unscheduled/unexpected interruptions in regular work. All workers must perform the work assigned by the supervisor or crew leader. Without specific authorization by the supervisor or crew leader, workers may not perform duties which are not provided for in this application, or work in areas not assigned. Workers will be expected to perform any of the listed duties as assigned by his/her supervisor. Workers may not leave their job assignment area unless authorized. Leaving job area or farm without permission may be considered voluntary resignation. Prior to beginning work on or after the date of need workers will be required to attend an orientation on workplace rules, policies, and safety information. Workers should be able to perform repetitive movements, engage in extensive walking, and work on feet while in bent positions for extended periods of time. Allergies to items such as ragweed, goldenrod, insect spray, and related chemicals may affect the workers ability to perform this job. Workers should be physically able to do the work required with or without reasonable accommodation. Work is to be done for long periods of time. Temperatures may range from below freezing to 105 degrees F. Workers may be required to work in wet conditions and should have suitable clothing for variable weather conditions. Workers may be required to work during occasional showers not severe enough to stop field operations. Saturday work is required of all workers. All workers must be able to lift/carry 60 pounds. All workers must obey all safety rules and basic instructions, be able to recognize, understand, and comply with safety, pesticide warnings/re-entry and other essential postings. The job requires extensive standing and walking. Workers are frequently required to use their hands and arms to handle, feel, reach, climb, or balance.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Continued - II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer may conduct a drug test post-hire at the employer's expense upon reasonable suspicion after a worker has been involved in an accident while working. Workers must have three (3) months of experience in corn detasseling. Applicants must be able to furnish job references establishing acceptable prior experience or a notarized statement describing specific prior experience. Successful applicants will be subject to a trial period of 3 to 5 days during which their performance of required task will be evaluated. If the performance during the trial period is not acceptable to the employer, the workers employment will be terminated.</p> <p>Quality Checker: The farm manager/crew leader will assign designated rows. The workers will be required to ensure that 99.7% of the tassels in the female rows have been removed to avoid improper pollination. The quality checker will also relocate field sanitation units as needed, PPE and first aid supplies as needed.</p> <p>General Conditions (continued): Workers are occasionally required to stoop, kneel, crouch, or crawl under lines. Workers must be able to list/carry up to 60 pounds throughout the course of a day. Some workers who have a legal driver's license may be needed to drive a truck or bus to and from the field. Workers must be able to perform all duties within this job description in what can be considered a safe manner while adhering to all establishes safety guidelines, practices, and procedures. Supplemental to other tasks, workers may perform various duties associated with instructing other workers on how to complete job duties as needed and keeping track of hours. Workers may be required to operate agricultural mechanical equipment on the farm as a part of agricultural operations. For example, workers may operate chemical dispensing equipment, sanitation equipment, machinery controls, and various tools. Before any worker is required to operate any mechanical equipment, the worker will be instructed in the proper and safe operation of the equipment. Workers will be required to operate mechanical equipment according to instructions and in a manner that protects the operator, other workers, crops, and equipment. Failure to obey operating and safety instructions may result in termination. Additional to other tasks, workers that are able to be properly licenses may also transport workers. Workers may be required to fill out shipping paperwork.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Continued - III
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools. Workers will be provided a copy of the job order. The employer uses best efforts to ensure the translation is accurate, but if a conflict exists between the English and translations version, the English version controls. Workers paid on an hourly basis who fail to perform their duties in a timely and proficient manner will be provided up to three warnings and will be coached/instructed regarding how to work faster and more efficiently. Upon issuance of the third warning, the employee may be terminated. Workers may not remove the batteries from the smoke detectors in the provided housing. Violations will be cause for immediate removal from housing and termination of employment. Workers may not remove beds, refrigerators, stoves, tables, chairs, screens, ect., or any other equipment from the housing premises provided by Employer without specific authorization from Employer. Violators may be subject to immediate termination of employment. Workers are required to notify the employer prior to voluntarily terminating employment. If the worker fails to provide a forwarding address, all wages still due will be forwarded to the last known address for the worker. It is thus crucial that workers provide a complete and accurate address as soon as possible, but in no event later than the first workday. This employer has a no-complete, no-hire policy. This means that workers who fail to complete the full employment period due to termination for a lawful job-related reason, abandonment, or voluntarily resignation without notice are ineligible to work for the employer in the future.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Continued - IV
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers who voluntarily resigned with notice may still be ineligible for rehire. Jackson Citrus provides workers compensation coverage for the worker's if an injury occurs out of and in the course of employment. The employer's proof of insurance coverage will be provided to the regional administrator before certification is granted. If a sufficient number of qualified workers are available at the same time and place to come to work for the employer, the employer may, at the employer's option, coordinate group transportation arrangement (such as arranging for group purchase of bus tickets, charter bus service, or employer provided transportation or other arrangements or assistance, as appropriate). The employer will notify the order-holding local office or State agency 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. The required terms of the job order and the certified Application for Temporary Employment Certification will be the work contract. Given that the demands of agricultural production are unpredictable and driven by factors such as weather, crop conditions, market demands, and numerous other factors, it is impossible to predict with any degree of accuracy how many hours per day or per week a worker will work or what percentage of time will be dedicated to specific tasks. Due to the unpredictable nature of agricultural work, workers may be offered more or less hours than the estimated hours per day and more or less hours than the estimated hours per week.</p> <p>As per 8 CFR Part 214.2, an H-2A worker who violates the terms and conditions of the H-2A contract, including remaining beyond the specific period of authorized stay or engaging in unauthorized employment, will not be eligible for admission into the United States for a period of 5 years.</p>			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Range of Hours:
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Six (6) hours per day, Monday through Saturday, is normal. However, the worker may be requested but not required to work additional hours per day and the Sabbath and/or federal holidays and Sunday depending upon the conditions of the crop, weather, maturity of the crop and market conditions.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - I
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Termination or Other Discipline: Employer may discipline and/or terminate the worker from their employment 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 otherwise demonstrates that they are unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) fails to meet the established productivity standard indicated in the petition after the one-day (6 hour) training and three to five-day acclimation period; (f) falsifies identification, personnel, medical or other work-related records; (g) commits acts of violence towards another employee or third party; (h) has a record of a criminal conviction 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. In general, with respect to Item A(b) above, ?serious acts of misconduct? include but are not limited to one or more of the following: theft from the employer or other workers; fraud or falsifying work related records, intoxication during the work day; use of illegal drugs; disobeying a reasonable instruction given by the employer, supervisor or manager; abusing or threatening other employees or a supervisor or manager; spitting on another employee, using profanity or other demeaning words towards another employee; engaging in physical or verbal bullying or harassment of another employee engaging in conduct which physically harms another employee or damages the employer?s or another worker?s personal property. Five unexcused absences by the worker will be considered a job-related reason for worker termination. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and continuously that are reasonable under the working conditions. Each worker must clean their work area each day and dispose of trash and discarded items in provided receptacles. The employer will report workers who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - III
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>In the event of termination for medical reasons occurring after arrival on the job as a result of employment, or in the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.</p> <p>Pursuant to DOL regulations at 20 CFR 655.122(o), if, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the Certifying Officer. In the event of contract impossibility, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not available, the employer will: (1) 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 the workers next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expensed to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence will be computed as set forth in subparagraph (h) of 20 CFR 655.122. 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.</p>			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - II
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive working days without the written consent of the employer. The employer will not be responsible for providing or paying for transportation and subsistence expenses of absconders, and such absconders will not be entitled to the 3/4 guarantee.</p> <p>Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice, once address verification has been provided. It is imperative that workers provide a complete and accurate permanent address to the employer no later than the first day of employment. The employer has a no rehire policy for workers who fail to complete their contract of employment. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with the employer.</p> <p>Workers who abandon their employment without notice during the period covered by this work agreement also will be disqualified from future employment opportunities. Voluntary resignations before the specified ending date listed in this application may also disqualify the employee from future employment opportunities. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no rehire policy.</p>			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules - I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Jackson Citrus expects all employees to adhere to the standards and expectations for conduct ("Work Rules") which it believes are necessary for the company's safe and efficient operations.</p> <p>The Work Rules listed below, and others that may be established from time to time, are not all-inclusive. These standards are only examples of the types of prohibited conduct for which employees may be disciplined or terminated. They are published to provide a general understanding of what your employer considers to be unacceptable conduct. The employer may impose disciplinary action in those instances where management decides such action is appropriate up to and including termination of employment for cause.</p> <ol style="list-style-type: none">1. Failure to perform work assigned by a supervisor or manager, consistent with the terms of your contract.2. Falsification of company records or documents, or other material forms of dishonesty, fraud, theft, or the misuse of property.3. Leaving the farm property during scheduled working hours without the permission of your supervisor or manager.4. Deliberately abusing, destroying, damaging, or defacing farm property, tools and/or equipment, including the personal property of others.			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules - II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>5. Taking part in any conduct which may endanger health or safety of fellow employees or bring discredit to employer, its supervisors or managers.</p> <p>6. Improper or illegal use of alcoholic beverages, illegal drugs, controlled substances, or prescribed medications.</p> <p>7. Failure or refusal to cooperate in a company investigation.</p> <p>8. Improper behavior in performing your job.</p> <p>9. Violation of the employer's policies or procedures including but not limited to housing rules of occupancy which have been established to protect the employer's property and equipment, as well as to help safeguard the health and safety of its employees.</p> <p>10. Tolerating, participating in, or initiating an event or act that is reasonably considered to be threatening verbal or written behavior or workplace violence. This type of prohibited conduct may include engaging in verbal or harassing conduct or behavior towards a co-worker.</p> <p>11. Engaging in verbal or prohibited acts of prohibited employment discrimination or retaliation against another employee.</p> <p>12. Possessing cell phones inside work areas such as the fields, groves, orchards and/or packing facility. Cell phones must be left during working hours in the bus, van or at the housing facilities.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules - I
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>General:</p> <ol style="list-style-type: none">1. Keep house Clean2. Sweep all floors daily3. Mop all floors weekly4. Do not leave trash in yard5. DO NOT DAMAGE HOUSE6. No loud music or parties after dark7. Do NOT leave A/C on during the day8. Do not cover/remove smoke alarms9. Do not remove heaters/fire extinguishers from home10. Do not use extension cords11. Do not remove/tear screen on doors/windows12. No fighting or weapons will be allowed13. No alterations to units are allowed14. No consumption of alcohol or illegal substances are permitted15. DO NOT POUR COOKING OIL/GREASE DOWN THE SINKS OR DRAINS <p>Bathroom:</p> <ol style="list-style-type: none">1. Flush toilet paper after every use2. Place toilet paper, after use, in toilet before flushing. Don't put in waste basket.3. When dirty, clean off surfaces: top of toilet bowl, sink and shower4. Take out waste basket when full <p>Bedroom:</p> <ol style="list-style-type: none">1. Make your bed2. Do not take beds apart or move beds3. No guest allowed staying overnight4. Keep personal belongings in own space5. No food is allowed to be stored in bedrooms			

p. Job Offer Information 16

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules - II
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>This housing is being offered to you by your employer as an extra benefit from this company. You have to be employed by this company to be permitted to live in the housing provided. Non-employees are not allowed to stay at the worker housing. The tenancy is from week to week. In the event that your employment ceases, workers will have reasonable time to find alternative housing.</p> <p>Your housing unit can be and will be inspected by a company representative weekly or monthly by the Department of Health. These inspections are to help assure that all housing units are maintained in healthy and neat conditions.</p> <p>**IMPORTANT</p> <p>You are responsible for ALL damages done to your housing unit during your stay. Any damages that are not caused by normal wear and tear will be deducted from your pay. Continuous violations of the housing rules can result in your termination of employment as well as your right to live at the housing provided by the company.</p> <p>NOTE: The Company makes a big effort in finding good and secure housing for everyone's convenience. It is important that you avoid leaving valuable items as well as money in the housing units when you leave. The company will be not responsible for any stolen items from the housing units.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - F.2. Transportation Arrangements Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. The daily subsistence while in travel will be no less than \$15.46 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 worksite to such subsequent employer's worksite, 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 worksite to such subsequent employer's worksite, the employer is not required to provide or pay for such expenses. For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters, and the employer's worksite and return without cost to the worker. The employer assures that all employer provided transportation meets all applicable local, state, and federal requirements.</p> <p>Workers will select and pay for their own travel arrangements to the consulate; upon receipt of a visa the employer will arrange chartered buses for transportation to the place of employment (inbound) and from place of employment (outbound) at no cost to the workers. Workers will be reimbursed for inbound travel and related daily subsistence expenses incurred in their first paycheck. Outbound travel and related daily subsistence expense will be provided to the worker in their final paycheck, except if those expenses will be paid by a subsequent employer as described in 20 CFR655.122(h)(2). Reimbursements will be no less than the most economical and reasonable common carrier transportation charges for the distances involved.</p>			

r. Job Offer Information 18

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - F.1. Daily Transportation Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>listed within the job order daily before the shift after the daily shift described within item A.6. Job Offer Information of the job order. Correspondingly, the same employer owned and operated FLC vehicles (FLC) and FLCE's will transport workers to and from the grocery store, banking facility and laundry services once a week to allow the workers to access necessities at no cost to the workers.</p>			

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