OMB Approval: 1205-0466
Expiration Date: 11/30/2025

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

A. Job Offer Information

1. Job Title * Fruit and Vegetable Harvesting & Packing

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	94	94	3. First Date * 6/18/2023	4. Last Date * 11/15/2023

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. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *(an entry is required for each box below)* *

45	**a. Total Hours**	8	c. Monday	8	e. Wednesday	7	g. Friday
0	b. Sunday	8	d. Tuesday	7	f. Thursday	7	h. Saturday

7. Hourly Work Schedule *
a. 7 : 30 ☑ AM ☐ PM
b. 4 : 30 ☐ AM ☑ 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 §
$ 17 . 08	☑ HOUR ☐ MONTH	$ 00 . 60	PER 1.25 BUSHEL HAMPER Bell Pepper Harvesting (Fresh) 22 Bushel Hampers per hour. The Average Hourly Rate of Pay Per Hour Per Worker is $13 .20. Guaranteed Rate $17.08 per Hour.

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? * ☑ Yes ☐ N/A

10. Frequency of Pay: * ☑ Weekly ☐ Biweekly ☐ Other (specify): N/A

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, cash advances, overpayment of
wages, and charges for any loss to the employer due to the workers damage or loss of equipment or housing
items where it is shown that the worker is responsible, and any other deductions expressly authorized by the
worker in writing. State income tax will be deducted.

H-2A Case Number: H-300-23108-940829 Case Status: Full Certification Determination Date: 06/06/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. * 1

3. Training: number of months required. * 0

4. Basic Job Requirements (check all that apply) §

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☐ d. Drug screen
☑ e. Lifting requirement 75 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? * ☐ Yes ☑ 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)*

The worker must be responsible and consistent on the job. The worker must be able to lift 0-75 lbs., do repetitive movements, extensive pushing and pulling, walking, frequent stooping continuously throughout the day, and work in all kinds of weather conditions.

C. Place of Employment Information

1. Place of Employment Address/Location *
12636 SALT BARN RD.

2. City *	3. State *	4. Postal Code *	5. County *
LAUREL	Delaware	19956	Sussex

6. Additional Place of Employment Information. *(If no additional information, enter "**NONE**" below)* *
NONE

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *
1715 JERSEY RD.

2. City *	3. State *	4. Postal Code *	5. County *
SALISBURY	Maryland	21801	Wicomico

6. Type of Housing *(check only one)* *
☑ Employer-provided (including mobile or range) ☐ Rental or public

7. Total Units * 1

8. Total Occupancy * 30

9. Identify the entity that determined the housing met all applicable standards: *
☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other (specify): _____

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
NONE

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ N/A

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 FACILITIES TO WORKERS, SO THAT THE WORKERS CAN PREPARE THEIR OWN MEALS. EMPLOYER WILL PROVIDE WORKERS TRANSPORTATION, AT NO COST, ONCE PER WEEK TO GROCERY STORE, OR DEPARTMENT STORE, SO THE WORKERS TO OBTAIN GROCERIES AND OTHER NECESSITIES.

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.)

ALL EMPLOYER PROVIDED WORKER TRANSPORTATION, MEETS THE REQUIREMENTS FOR APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. ALL WORKERS WILL BE PICKED UP EVERY MORNING AT THE LIVING FACILITIES. FREE TRANSPORTATION WILL BE PROVIDED BY THE EMPLOYER PROVIDED HOUSING TO THE WORK SITE AND BACK FOR WORKERS LIVING IN THAT HOUSING AND FOR COMMUTING WORKERS IF THEY NEED TRANSPORTATION TO THE WORKSITE.

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.)

After the worker has completed 50% of the work period, the employer will reimburse the worker for the cost of
transportation and subsistence expenses of at least $15.46 per day with no receipts and a maximum of $59.00 per
day with receipts. This covers the cost from the place of recruitment to the place of employment.

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

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.)

COLLECT CALLS WILL NOT BE ACCEPTED. All referrals should contact their local Career Center or State Workforce Agency, prior to contacting the employer. Career Center or State Workforce Agency, staff may only refer candidates who have been informed of all material terms and conditions of employment and have indicated, by accepting referral to the job offer that he or she is qualified, able, willing, and available for employment. Career Center or State Workforce Agency, staff should first contact employer by email to: jochoa2002@live.com, with the referral candidate's name, address, and telephone number, then instruct candidate to contact employer, Jesus Barajas @ 863-273-8870, directly to schedule a phone or in-person interview. All candidates should read or have read to them the job order before contacting the employer. All applicants if hired are expected to work for the full term of the contract, as stated on the job order. All applicants, if hired, should be availabe for work as stated in the "Job Activities" section in the job order. All applicants, if hired, will provide, original identification, and employment elegibility documentation. The employer will be available Monday-Thursday from 10:00 a.m. to 2:00 p.m. to conduct interviews, at no cost to the applicant.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (863) 273-8870	N/A	jochoa2002@live.com

5. Website Address (URL) to Apply *
https://seasonaljobs.dol.gov/

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:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 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.

2. **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).

3. **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.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). 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).

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

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)(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 *	2. First (given) name *	3. Middle initial §
BARAJAS	JESUS	
4. Title *		
PRESIDENT		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	5/4/2023

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

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 HARVESTING	$ 00 . 65	Piece Rate	1 BUSHEL BASKET Corn Harvesting -20 Bushel Baskets per hour. The Average Hourly Rate of Pay Per Hour Per Worker is $13.00. Guaranteed Rate $17.08 per Hour
	CORN PACKING	$ 00 . 65	Piece Rate	PER 48 CT. WOOD CRATE/ECO CRATE Corn Packing-20 Bushel Baskets per hour. The Average Hourly Rate of Pay Per Hour Per Worker is $13.00. Guaranteed Rate $17.08 per Hour
	WATERMELON PACKING SHED LINE WORKER	$ 70 . 00	Piece Rate	PER BUS PAID TO GROUP Watermelon Packing Shed Line Worker Per bus, paid to group; divided by the number of workers. 22 workers per group, 5 buses per hour. The Average Hourly Rate of Pay Per Hour Per Worker is $15.91. Guaranteed Rate $17.08 per Hour.
	HARVEST CORING BELL PEPPER	$ 00 . 45	Piece R	PER 1.25 BUSHEL HAMPER Harvest Coring Bell Pepper 30 Bushel Hampers per hour. The Average Hourly Rate of Pay Per Hour Per Worker is $13.50. Guaranteed Rate $17.08 per Hour.
	CORRING BELL PEPPER PACKING	$ 00 . 60	Piece Rate	PER 1 1/9 BUSHEL BOX Coring Bell Pepper Packing 22 Bushel Box per hour. The Average Hourly Rate of Pay Per Hour Per Worker is $13.20. Guaranteed Rate $17.08 per Hour.
	BELL PEPPER HARVESTING (FRESH)	$ 00 . 60	Piece Rate	PER 1.25 BUSHEL HAMPER Bell Pepper Harvesting (Fresh) 22 Bushel Hampers per hour. The Average Hourly Rate of Pay Per Hour Per Worker is $13.20. Guaranteed Rate $17.08 per Hour.
	BELL PEPPER PACKING (FRESH)	$ 00 . 60	Piece Rate	PER 1 1/9 BUSHEL BOX Bell Pepper Packing (Fresh) 22 Bushel Boxes per hour. The Average Hourly Rate of Pay Per Hour Per Worker is $13.20. Guaranteed Rate $17.08 per Hour.
	FIELD AND PACKING HOUSE DRIVERS	$ 17 . 08	Hour	Field and Packing House Drivers $17.08 per Hour. Guaranteed Rate $17.08 per Hour.
	Bus Drivers	$ 17 . 08	Hour	Bus Drivers $17.08 Per Hour. Guaranteed Rate $17.08.
	Cantaloupe Harvesting	$ 10 . 00	Piece Rate	$10.00 Per Bin Cantaloupe Harvesting per bin, paid to group; divided by number of workers. 10 workers per group, 14 Bins per hour. The Average Hourly Rate of Pay Per Hour Per Worker is $14.00. Guaranteed Rate $17.08 per Hour.

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

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 §
VINCENT FARMS, INC.	12636 SALT BARN RD. LAUREL , Delaware 19956 SUSSEX	NONE	6/18/2023	11/15/2023	94
VINCENT FARMS, INC.	12487 SALT BARNRD. LAUREL , Delaware 19956 SUSSEX	NONE	6/18/2023	11/15/2023	94
VINCENT FARMS	12595 SALT BARN RD. LAUREL, Delaware 19956 SUSSEX	NONE	6/18/2023	11/15/2023	94
VINCENT FARMS, INC.	Unnumbered Gordy Rd. Gordy Rd Laurel, Delaware 19956 SUSSEX	GPS COORDINATES (38.547340,-75.559236)	6/18/2023	11/15/2023	94

D. Additional Housing Information

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ☐ Rental or public accommodations	103 ROSEBERRY AVE. SALISBURY, Maryland 21804 WICOMICO		1	14	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	116 N CAMDEN AVE. FRUITLAND, Maryland 21826 WICOMICO		1	9	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	811 CAMDEN AVE. SALISBURY , Maryland 21801 WICOMICO		1	22	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	414 W. MAIN ST. FRUITLAND, Maryland 21826 WICOMICO		1	24	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The worker will perform job duties as assigned by supervisor. They will vary from time to time depending on crop ripening and weather. The fruit and vegetable harvesting & packing season is temporary and will last from June to November.

Bell Pepper Hand Harvesting-In order to perform this kind of work, the workers mut be able to walk down the field row carrying a harvesting hamper, bend down and look for the ripe peppers, gently twist them off the bush and place them in the harvesting hamper. The worker will then take the full hamper of peppers over to the loading truck and hand it to the truck loader to dump into the large plastic bins on the loading truck. The empty hamper is given back to the worker and the process is started again.

Bell Pepper Packing-The bell pepper is transported to the packing shed. Upon its arrival, the large plastic bins are unloaded by a forklift and placed on a conveyer belt. The conveyor belt dumps the bell pepper out of the plastic bins onto another conveyor belt. The group of workers on the conveyer belt are responsible for sorting, labeling, assembling the cardboard boxes, and packing the bell pepper in cardboard containers according to specifications given by the supervisor.

Corn Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row and look for the ripe corn and cut the crop off the plant by pulling in a downward motion. The corn is then placed in harvesting crates until full. The worker then takes the full crates to the loader on the loading truck. They are given an empty crate and the process is started again.

Corn Packing-The corn is transported to the packing shed. Upon its arrival, the crates are unloaded by a forklift and placed on a conveyer belt. The conveyor belt dumps the corn out of the crates onto another conveyor belt. The group of workers on the conveyer belt are responsible for sorting, labeling, assembling the crates and packing the corn in crates according to specifications given by the supervisor.

Watermelon Hand Harvesting-In order to perform this kind of work, the worker must be able to walk down the field row and use a knife to hand cut ripe watermelons off the vine for harvesting. The watermelons are then loaded in a bus by forming part of an assembly line, in which the first worker bends down picks up the watermelon and it is passed on to consecutive workers by passing, catching, lifting, until it reaches the worker on the bus, who then sets it down and stacks them until the bus is considered full.

Watermelon Packing- The watermelon is transported by bus to the packing shed. Upon its arrival, it is unloaded by a group of workers and placed on a conveyer belt. The group of workers on the conveyer belt are responsible for sorting, labeling, and packing the watermelon in cardboard containers. While the workers are waiting on the next load of watermelons to arrive, they will be responsible for assembling card board containers.

Cantaloupe Hand Harvesting-In order to perform this kind of work, the worker must be able to walk down the field row and bend down to hold the vine steady and apply downward pressure on the melon while simultaneously twisting it around the stem slowly until the ripe cantaloupe comes off the vine. The cantaloupes are then loaded in a bus by forming part of an assembly line, in which the first worker bends down picks up the cantaloupe and it is passed on to consecutive workers by passing, catching, lifting, until it reaches the worker on the bus, who then sets it down and stacks them until the bus is considered full.

Cantaloupe Packing- The cantaloupe is transported by bus to the packing shed. Upon its arrival, it is unloaded by a group of workers and placed on a conveyer belt. The group of workers on the conveyer belt are responsible for sorting, labeling, and packing the watermelon in cardboard containers. While the workers are waiting on the next load of cantaloupes to arrive, they will be

b. Job Offer Information 2

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SOC: 53-3053 - Shuttle Drivers and Chauffeurs; 45-2092.00 - Farmworkers and Laborers, Crop, Nursery, and Greenhouse

The worker must be able to work outside for 7 to 8 hours a day in all kinds of weather including, but not limited to extreme cold and hot conditions, direct sunlight, and rain. Workers must have the required physical strength and endurance to repeat the process rapidly and skillfully involved in this type of work. Workers will perform prolonged walking, bending, stooping, reaching, pushing, pulling, lifting, and carrying 0-75 lbs. Due to the nature of this type of work, there will be a Probationary Period of six (6) days beginning on the first day of employment for the employee to acclimate to the job specifications listed under the Job Descriptions and Requirements. The worker will be given specific instructions as to how to properly perform the work specified in the Job Description and Requirements Section on the first day of work. Workers who do not do not perform the work as specified in the Job Description and Requirements may be terminated.

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 workers refusal or negligent failure to return the tools or due to such workers willful damage or destruction of the tools.

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Cantaloupe Packing- The cantaloupe is transported by bus to the packing shed. Upon its arrival, it is unloaded by a group of workers and placed on a conveyer belt. The group of workers on the conveyer belt are responsible for sorting, labeling, and packing the watermelon in cardboard containers. While the workers are waiting on the next load of cantaloupes to arrive, they will be responsible for assembling card board containers.

All of the fruit and vegetable harvesting, packing, and transporting labor is performed on the farms specifically listed in the work-sites on the application and itinerary and are all a part of the fruit and vegetable farming operation. The field drivers, which are employees of JBO Harvesting, Inc. are the ones that drive the agriculture farm vehicles and equipment being used in the field to load the fruit and vegetables and take them to the shed for packing. The packing shed workers are employees of JBO Harvesting, Inc. The packing shed is located on the farms listed on the harvesting itinerary. The packing of fruits and vegetables is considered agriculture labor because the work is being done on a farm and the fruits and vegetables are a horticultural commodity that must be packed by grade before leaving the farm for selling purposes at the market. The fruits and vegetables are in unmanufactured state at the time of packing and all the fruits and vegetables are produced on the farm. JBO
Harvesting, Inc. is the operator of the farms for the time period requested.

Farm Equipment and Vehicle Operation-The workers may need to drive and/or operate various agricultural farm equipment and vehicles to perform the work on the farm such as field trucks, tractors, and forklifts. The workers must use safety and precaution when using agricultural farm equipment and vehicles. All passengers must be seated and practice safety and precaution. The passengers must wait to exit the agricultural farm equipment and vehicles when the driver comes to a complete stop and gets off the vehicle. The workers will keep the agricultural farm equipment and vehicles free of trash. Only properly licensed drivers will be permitted to operate the agricultural farm equipment and vehicles. Workers must take care to operate all equipment safely and follow all safety requirements outlined by the employer. The workers may also need to transport workers to and from work each day from the employer provided housing and serve as a team leader.

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 - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Upon completion of the work contract the employer will pay reasonable costs of return including transportation and subsistence from place of employment to place of recruitment. The employer will pay $15.46 per day with no receipts and up to $59.00 per day with receipts. This is true, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer, who agrees to pay such costs. In this case the employer will only pay for transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

JBO Harvesting, Inc. will pay and provide any of the following or a combination of the following means of transportation for inbound and outbound transportation for the workers: chartered buses, chartered vans, and/or secure flights to the place of employment from the place from which the workers come to work for the employer (inbound) and from the place of employment to the place from which the worker departed at the end of the contract (outbound transportation). Transportation will be provided to the workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved. In the event an employee chooses their own means of inbound and outbound transportation he/she will be reimbursed at no less than the most economical and reasonable common carrier transportation charges for the distances involved. Related inbound daily subsistence charges paid by the worker and/or incurred by the worker will be reimbursed to the worker and related outbound daily subsistence charges the worker will incur will be given to the worker in an advanced payment at no less than the most economical and reasonable common carrier transportation charges for the distances involved.

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employee's will be picked up every morning at the employer provided housing and taken to work. At the end of the work day employees will be transported back to the employer provided housing. The employer will inform the workers what time they will be picked up for work inn the morning and what time they will be taken home after work. These times will vary according to the crop readiness, amount of work scheduled for the day, and weather. The employer will use 3 vehicles to transport the workers. TWO (2) buses with capacity for forty-four (44) workers each and one (1) bus with capacity for forty-eight (48) workers.
The transportation will be provided by JBO Harvesting, Inc.
Transportation is provided at no cost to the workers from the employer provided housing to the worksite and back from the worksite to the employer provided housing and is available to workers who do not reside in the employer provided housing.

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

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 - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Sanitary Requirements-All workers are required to practice common sanitary requirements at all times for food and general personal safety purposes. This is particularly critical when harvesting crops by hand for human consumption. Employees should clean their hands by washing them thoroughly with soap and water after using the restroom and before entering the fields for harvest activities or the packing facility for packing operations.

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - WORK RULES

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Work Rules
1. The worker must comply with the work for which he was hired following the specifications of the employer or supervisor.
2. No excessive absences or tardiness are allowed. Workers must report to work during work hours and be ready to work. Workers are not allowed to start work before the indicated time or work later than the time indicated by the supervisor or employer.
3. The worker is not allowed to take breaks not authorized by the supervisor or employer.
4. The worker is not allowed to leave the workplace without permission from the supervisor or employer.
5. The use of any type of weapons, firearms, and fireworks will not be allowed: The discharge of weapons, firearms, paint guns or pistols, and fireworks in the workplace and surrounding property is prohibited in work transportation.
6. Illegal drug use will not be allowed in the workplace and surrounding property and on work transportation.
7. The consumption of alcoholic beverages will not be allowed in the workplace and surrounding property and in work transportation.
8. The use of the cell phone is not allowed during work hours unless it is in the position of Supervisor or allowed by the employer.
9. No jewelry is allowed during work hours.
10. Open-toe shoes, sandals, or sandals are not to be worn during work hours. They should wear closed shoes that protect their feet.
11. No person who is not an employee of JBO Harvesting, Inc. can enter the workplace, or the company's vehicles or machinery.
12. Misbehavior, bullying, or harassment is not allowed.
13. No fighting or horse play will be permitted at the worksite or employer transportation.

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

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 - HOUSING RULES

3. Details of Material Term or Condition (*up to 3,500 characters*) *

1. The home should be used only for living purposes not for business.
2. Residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home.
3. Only employees of JBO Harvesting, Inc. will be allowed to live in the employer provided housing. Overnight guests are not permitted.
4. Keep the residence in good working condition. Worker's will be liable for cost to repair damage purposely caused by them that is not considered normal wear and tear.
5. The home shall be kept clean and free of any garbage inside and outside.
6. Garbage shall be disposed of properly in provided receptacles and shall be taken out to the roadside on trash days.
7. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains such as toilets, showers, bathtubs, and sinks.
8. All members will participate in keeping the house clean of common areas such as living room, bathroom, and dining room. Each worker is responsible for keeping their bedroom assigned area clean. Assigned house duties are to be completed on a weekly basis. If house and/or assigned bedroom area is not kept clean, a house cleaning service will be hired to do the cleaning at the expense of the worker(s).
9. All appliances and power cords shall be turned off or unplugged when not in use. This includes but is not limited to air conditioners and cell phone chargers.
10. Do not remove screens from windows and doors.
11. Do not cover or remove fire alarms and fire extinguishers.
12. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other resident's privacy, use, and quiet enjoyment of their homes or neighboring homes, at any time.
13. Noise and Disturbances: Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other resident's right to quiet enjoyment of their homes and neighboring homes. Reasonable quiet enjoyment of their homes must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the time period specified in any applicable local by-law or ordinance.
14. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the residence. The use of fireworks in the residence is prohibited.
15. No illegal drug use will be permitted on the property.
16. No drinking alcoholic beverages inside the living facility.
17. In the event female workers are hired, they will be provided separate living and bathroom facilities. Male workers are not allowed in Female living or bathroom facilities and Female workers are not allowed in Male living or bathroom facilities.

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers may be asked to serve as team leaders and/or work in groups. The piece rate earnings for work performed in groups will be divided amongst group members.

The worker will be disciplined and/or terminated from the job if the worker: 1. Refuses to do the work or intentionally does not do the work correctly for which he/she was contracted to do, without just cause. 2. Misbehaves, commits serious acts, or repeatedly violates work rules. 3. Threatens, harasses, or intimidates any person at the worksite, transportation, or employee housing.
4. voluntarily abandons the job with our without prior notice (five (5)consecutive unjustified absences) 5. Falsifies any work related document or is found guilty of identity theft. Furthermore, the worker may be terminated if the employer finds a criminal conviction record of the employer or if the worker is found to be a registered sex offender and either present a threat to the safety and living conditions of the other workers.

Reporting Concerns and Complaints-Any concerns or complaints should be reported verbally and in writing to the supervisor and/or the employer in order to be addressed and resolved. Complaints regarding bullying and harassment will be taken serious and fully investigated. There will be Zero Tolerance for Bullying and Harassment. Any worker found guilty of Sexual Harassment will be terminated immediately.

The workers are prohibited from taking any kind of payments from other workers including but not limited to: bribes, recruiting fees, attorney fees, processing fees, placement fees, or any other type of fee or service.

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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

All domestic and foreign labor seasonal agricultural workers employed pursuant to this work order may be compensated above the indicated hourly wage rate. This is not promised or guaranteed. The decision to pay above the indicated rates will be made by the employer, in its sole discretion, and will be based on factors such as performance and tenure of the beneficiaries.

l. Job Offer Information 12

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	

3. Details of Material Term or Condition (*up to 3,500 characters*) *

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