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 * Driver/Supervisor

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	2	2	3. First Date * 9/18/2023	4. Last Date * 5/1/2024

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)* *

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

7. Hourly Work Schedule *
a. 7 : 30 ☑ AM ☐ PM
b. 2 : 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 §
$ 26 . 59	☑ HOUR ☐ MONTH	$ 00 . 00	0.00

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.)
See Addendum C

H-2A Case Number: H-300-23188-174658 Case Status: Full Certification Determination Date: 08/24/2023 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 40 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. § 41

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 *
San Way Farms Inc. Address: 11425 Walter Hunter Rd.

2. City *	3. State *	4. Postal Code *	5. County *
Lithia	Florida	33547	Hillsborough

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

See Addendum B

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 *
11425 Walter Hunter Rd

2. City *	3. State *	4. Postal Code *	5. County *
Lithia	Florida	33547	Hillsborough

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

7. Total Units * 14

8. Total Occupancy * 84

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)* *

Permit #29-52-00120 - 14 units for a total occupancy of 84 workers. For this petition 2 workers will be accommodated at lot 1 which has a capacity for 6 workers.

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.)

Employer will provide free and convenient cooking and kitchen facilities to workers living in employer housing which will enable workers to prepare their own meals. The employer will provide free transportation once per week for workers to the bank, local grocery store, and laundry facility.

Translated in Spanish:

El empleador proporcionará instalaciones convenientes de estufas y cocina gratuitas a los trabajadores que viven en viviendas del empleador, lo que permitirá a los trabajadores preparar sus propias comidas. El empleador proporcionará transporte gratuito una vez por semana para al banco, la tienda de comestibles local y la lavandería a los trabajadores.

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.)

Dunson Harvesting Inc. will provide workers with free daily transportation for workers residing in the employer's housing. Workers will be picked up by employer provided transportation, which is a company owned bus, at the employer provided housing and taken to and from the worksite. Also, Dunson Harvesting Inc. will provide workers transportation once per week to local bank, laundry facility, and grocery store.

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

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. * *(Please begin response on this form and use Addendum C if additional space is needed.)* See Addendum C		
2. Telephone Number to Apply * +1 (863) 293-9888	3. Extension § N/A	4. Email Address to Apply * N/A
5. Website Address (URL) to Apply * www.floridajobs.org		

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 §
Martin	Keri	D
4. Title *		
Secretary / Treasurer		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	7/14/2023

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
STR	STRAWBERRY	$ 00 . 00	Hour	
BBR	BLUEBERRY	$ 00 . 00	Hour	
PEP	BELL PEPPER	$ 00 . 00	Hour	
GFL	GENERAL FARM LABOR	$ 00 . 00	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 §
Florida Best Farms Inc.	28.066755, -81.574797 Haines City, Florida 33844 POLK		3/15/2024	5/1/2024	2
Florida Best Farms Inc.	28.040531, -81.586467 Haines City, Florida 33844 POLK		3/15/2024	5/1/2024	2
Florida Best Farms Inc.	27.528169, -81.737880 Zolfo Springs, Florida 33890 HARDEE		3/15/2024	5/1/2024	2
Florida Best Farms	28.057479, -81.564056 Plant City, Florida 33563 HILLSBOROUGH		3/15/2024	5/1/2024	2
5-D Blueberry Farm Inc.	5805 Green Swamp Road Clermont, Florida 34714 LAKE		3/15/2024	5/1/2024	2
Florida Best Farms Inc.	28.055363, -81.602956 Haines City, Florida 33844 POLK		3/15/2024	5/1/2024	2
Carlton Thomas Farms	4143 Moore's Lake Rd. Dover, Florida 33524 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	3125 Clemons Rd. Plant City, Florida 33566 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	2413 Trapnell Rd. Plant City, Florida 33566 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	2408 Trapnell Rd. Plant City, Florida 33566 HILLSBOROUGH		9/18/2023	3/15/2024	2

D. Additional Housing Information

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 §
San-Way Farms, Inc.	302 Sparkman Rd. Plant City, Florida 33566 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	9713 Edison Rd. Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
Hyatt Farms	26551 SR60 E Lake Wales, Florida 33898 POLK		9/18/2023	5/1/2024	2
San-Way Farms, Inc.	11531 Walter Hunter Rd Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms Inc.	2299 Keysville Rd Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	11529 Walter Hunter Rd Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	12929 Walter Hunter Rd. Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	12929 Walter Hunter Rd Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	1819 Welcome Rd. Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	Corner of Trapnell Rd and Nesmith Rd. Plant City, Florida 33566 HILLSBOROUGH		9/18/2023	3/15/2024	2

D. Additional Housing Information

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 §
San-Way Farms, Inc.	2109 Sparkman Rd. Plant City, Florida 33566 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	11115 Hwy 39 Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms Inc.	2703 Keysville Rd Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	12716 Walter Hunter Rd Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	11609 Walter Hunter Rd. Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	3820 Porter Rd Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	9717 Edison Rd Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	2407 Trapnell Rd. Plant City, Florida 33566 HILLSBOROUGH		9/18/2023	3/15/2024	2
San-Way Farms, Inc.	CR Hwy 39 Lithia, Florida 33547 HILLSBOROUGH		9/18/2023	3/15/2024	2

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	135 Bomber Rd Winter Haven, Florida 33880 POLK	Mobile home camp with 22 units for a total occupancy of 200 workers; Health Dept. Permit #53-52-00177.	22	200	☑ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ 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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Add'l Info Qualifications/Requirements

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

Termination: Employer may discipline and/or terminate the worker with notification to the Job Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow housing rules; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses to work in accordance with directions or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) or other job-related reasons; (f) falsifies identification, personnel, medical or other work-related records; (g) commits acts of insubordination; (h) employer is made aware of a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law will impair the safety and living conditions of other workers.

b. Job Offer Information 2

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

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

Sanitation Requirements: For food and general safety purposes, all workers will be required and expected to follow common sanitary practices all the times. This is particularly critical when working in agricultural crops for human consumption. Employees are required to cleanse theirs hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields. All workers must report all injuries, illnesses and/or disease. 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, and any item made from glass are prohibited in the field. Improper hygiene will not be tolerated. Employees must throw used bathroom tissues into the toilet every time, then flush the toilet. Must keep restrooms, rest areas and portable facilities in the field clean for others.

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 - null

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

Field Supervisor:
Worker must follow all work rules listed. Job requires worker to provide supervision to crew members in the farm laborer/hand harvester position and assure jobs are completed in accordance with company policies, report any issues to Employer management, inspect produce for quality control. Workers will be assigned to harvest team members during harvest season. Worker must be familiar with Employer Food and Safety policies, and work rules for Farm laborer/ hand harvester position. Worker must identify and address any violations of employment policies. Worker will be required to assist farm laborers/ hand-harvesters clock in and out using tablet or smart phone. Worker will be required to report any farm laborer/hand-harvester worker absences or separations from employment and employer immediately. Worker will be required to communicate with other supervisors and farm management. Workers will be required to obtain FLCE Driver authorized card in the event it is necessary to transport workers to worksites and to obtain necessities under Dunson Harvesting, Inc.
FLC License: Employer will require worker to drive in Employer-provided vehicles to and from worksites. Workers must have a valid drivers license. Worker must understand and agree to driving rules, as outlined in work rules, and must provide proof of no infractions from official source. Worker may be required to operate farm vehicles to move between fields and blocks. Employer provides instructions and supervisor will be responsible for communicating instructions to workers. Supervisor must review worker productions to assure worker has conformed to specific instructions given for each day's work. Worker will be responsible for providing harvest team members with necessary water supply and work tools, if necessary.
Harvest supervision requires extensive walking throughout the day and frequent stooping/ bending. Worker will be required to consistently check crops containers throughout the day to verify compliance with quality standards. Worker must be able to identify any bruising or other damage, and check produce size, color, and grade. Worker will be responsible for communication standards to harvest members to work more efficiently. Worker will be required to scan badges and containers throughout the day. Scanning is the
process of tracking produce and harvest productivity during the crop harvest. Worker will be required to accurately enter company and harvester information, price, variety, and block codes into handheld scanner. Once container is full, worker will scan harvester bar codes or manually enter harvester information. At the end of the day, worker may be required to connect scanner to computer system. Worker will be required to properly store scanning equipment in office, as directed by manager. Worker may be required to check data in computer to ensure accuracy. Supervisor will supervise the following activities: runner cutting/trimming, freeze protections activities, drip tape hook-up, strawberry planting, weeding, plastic/drip tape removal, strawberry harvesting, blueberry harvesting, lug washing, and general farm labor.
All of which are Farm Laborer/Hand Harvester job positions listed in Addendum C.
Per contract with Hyatt Farms, LLC, bell peppers will be harvested at $14.50 per hour.

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - null

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

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 *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Spanish

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

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

f. Job Offer Information 6

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

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

El empleador proporcionara transporte diario gratuito para los trabajadores que residen en la vivienda del empleador. Los trabajadores seran recogidos por el empleador proporcionando autobuses de transporte en la vivienda alquilada y llevados hacia y desde los lugares de trabajo. El empleador asegura que todo el empleador proporcionado transporte cumple con todos los requisitos locales, estatales y federales aplicables.

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.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions in Spanish

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

El empleador hara las siguientes deducciones: impuestos FICA, impuesto sobre la renta, adelantos en efectivo, sobrepago de salarios; y cargos por cualquier perdida al empleador por dano o perdida de los trabajadores o de los equipos o articulos de la vivienda donde se demuestre que el trabajador es responsable, cualquier otra deduccion expresamente autorizada por el trabajador. No se deducira ningun impuesto estatal sobre la renta. El empleador no pagara un bono al trabajador. El empleador proporcionara al trabajador referido a traves del sistema de autorizacion interestatal 36 horas de trabajo ($26.59 por hora; $957.24 por semana) para la semana que comienza con la fecha anticipada de necesidad, a menos que el empleador haya modificado la fecha de necesidad notificando al Servicio de Empleo local oficina a mas tardar 10 dias antes de la fecha de necesidad. Si el empleador no notifica a la oficina de emision de ordenes, el empleador debera pagarle a un trabajador elegible referido a traves del sistema de autorizacion $26.59 por hora durante la primera semana a partir de la fecha de necesidad originalmente anticipada. El empleador exigira al trabajador que realice un trabajo alternativo si se invoca la garantia citada
en este apartado. El trabajo alternativo y el pago son: trabajo agricola general, mantenimiento agricola y otras actividades laborales generales a $26.59 por hora. Si el trabajador referido no notifica a la oficina que mantiene la orden de interos continuo en el trabajo no menos de 9 dias yal menos 5 dias antes de la fecha de necesidad, el trabajador sera descalificado de la garantia antes mencionada.

h. Job Offer Information 8

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Spanish Cont.

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

Todos los trabajos asociados con este empleo se pagan a destajo, sin embargo, $26.59 por hora (o un AEWR mas alto o mas bajo en vigor en el momento en que se realiza el trabajo). O se garantiza una tasa de salario prevaleciente mas alta, si corresponde, como minimo para todas las horas trabajadas durante un periodo de pago. Si el salario total del trabajador por el periodo de pago de los ingresos a destajo y el salario por hora dividido por el total de horas trabajadas durante ese periodo de pago da como resultado un salario promedio por hora menor que la tarifa por hora garantizada, el trabajador recibira un pago adicional a la tarifa minima garantizada por hora. Se espera que los trabajadores empleados bajo el sistema de tarifa por pieza, despues de los primeros 6 dias habiles, promedien no menos de los estandares de produccion identificados en esta solicitud.

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 *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - More Transportation Information in Spanish

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

Dunson Harvesting Inc. proporcionar a los trabajadores transporte entrante por medio de un servicio de autobs chrter que recoger grupos de trabajadores desde el lugar de donde los trabajadores han venido para trabajar hasta el lugar de empleo. Los empleadores pagarn por el servicio de autobs chrter para todos los costos de transporte entrante para los trabajadores. Tambin se pagar una subsistencia diaria para las comidas a los trabajadores mientras viajan. La cantidad mnima diaria de subsistencia por da que Dunson Harvesting Inc. pagar ser de $ 15.46, y la cantidad mxima de subsistencia diaria por da con recibos que Dunson Harvesting Inc. pagar ser de $ 59.00. Estos gastos diarios de subsistencia sern reembolsados a los trabajadores y no pagados por adelantado por el empleador.

Si el trabajador completa el perodo del contrato de trabajo, o si el trabajador es despedido sin causa, y no tiene un empleo H-2A posterior inmediato, Dunson Harvesting Inc., proporcionar a los trabajadores transporte de salida y subsistencia diaria desde el lugar de empleo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo intermedio, parti para trabajar para Dunson Harvesting Inc. Dunson Harvesting Inc. permitir a los trabajadores seleccionar cualquier medio de transporte que elijan y reembolsar a los trabajadores a no menos de los cargos de transporte de transporte de transporte comn ms econmicos y razonables por las distancias involucradas, junto con la cantidad mnima diaria de subsistencia por da de viaje que viajarn sin el uso de una cocina.

Si un trabajador ha contratado a un empleador posterior que no est de acuerdo en el contrato de trabajo para proporcionar o pagar el transporte del trabajador y los gastos diarios de subsistencia desde el lugar de trabajo del empleador hasta el lugar de trabajo de dicho empleador posterior, Dunson Harvesting pagar dichos gastos. Si un trabajador ha contratado con un empleador posterior que ha acordado en el contrato de trabajo proporcionar o pagar el transporte del trabajador y los gastos diarios de subsistencia desde el lugar de trabajo del empleador, el empleador posterior debe proporcionar o pagar dichos gastos.

Dunson Harvesting Inc. no est exenta de su obligacin de proporcionar o pagar el transporte de regreso y la subsistencia diaria si un trabajador H-2A es desplazado debido al cumplimiento del empleador con la regla del 50 por ciento, con respecto a las referencias hechas despus de la fecha de necesidad del empleador.

j. Job Offer Information 10

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - null

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

The employer will make the following deductions: FICA taxes, income tax, cash advances, over payment of wages; and charges for any loss to the employer due to the workers damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker. No state income tax will be deducted. Employer will not pay the worker a bonus. The employer will provide worker referred through the interstate clearance system 36 hours of work ($26.59 per hour;$957.24 per week) for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local Job Service office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system $26.59 per hour for the first week starting with the originally anticipated date of need. The employer will require worker to perform alternative work if the guarantee cited in this section is invoked. The alternative work and pay are: General farm work, farm maintenance and other general labor activities at $26.59 per hour. If worker referred fails to notify the order-holding office of continued interest in the job no fewer than 9 days and at least 5 days before date of need, worker will be disqualified from the above-mentioned assurance.

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 *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation - More Transportation Info

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

Dunson Harvesting Inc. will provide workers with inbound transportation by means of a charter bus service which will pick up groups of workers from the place which workers have come from to work to the place of employment. The employers will pay for the charter bus service for all inbound transportation costs for the workers. A daily subsistence for meals will also be paid to workers while traveling. The minimum daily subsistence amount per day that Dunson Harvesting Inc. will pay will be $15.46, and the maximum daily subsistence amount per day with receipts that Dunson Harvesting Inc. will pay will be $59.00. These daily subsistence costs will be reimbursed to the workers and not paid for by the employer in advance.

If the worker completes the work contract period, or if the worker is terminated without cause, and has no immediate subsequent H-2A employment, Dunson Harvesting Inc., will provide workers with outbound transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for Dunson Harvesting Inc.

Dunson Harvesting Inc. will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved, along with the minimum daily subsistence amount per day of travel they will be traveling without the use of a kitchen.

If a worker has contracted with a subsequent employer who does not agree in the work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, Dunson Harvesting will pay for such expenses. If a worker has contracted with a subsequent employer who has agreed in the work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite, the subsequent employer must provide or pay for such expenses.

Dunson Harvesting Inc. is not relieved of its obligation to provide or pay for return transportation and daily subsistence if an H-2A worker is displaced because of the employer's compliance with the 50 percent rule, with respect to the referrals made after the employer's date of need.

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Info Re. Job Qualifications / Requirements

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

Bus driver/supervisor requirements:
CDL driver's license with passenger endorsement
1 year of combined experience driving a school bus as a crew leader/field walker (verifiable)
FLC or FLCE registration card with driving authorization
Florida state crew leader license with driving authorization
Medical exam certificate
Microsoft Excel skills or knowledge
Ability to communicate with field harvesters in their spoken language

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

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 - Additional Information Regarding Job Qualifications/Requirements

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

A criminal background check will be conducted post-hire at the employers expense. Criminal background checks will be conducted post-hire as the worker will be housed with other Dunson Harvesting workers. Dunson Harvesting Inc. will require a drug test to be conducted post-hire at the employer's expense.

Translated in Spanish:
Una verificacin de antecedentes penales se llevar a cabo despus de la contratacin a expensas de los empleadores. Las verificaciones de antecedentes penales se llevarn a cabo despus de la contratacin, ya que el trabajador ser alojado con otros trabajadores de Dunson Harvesting. Dunson Harvesting Inc. requerir que se realice una prueba de drogas despus del alquiler a expensas del empleador.

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Hours of Work per Week

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

Seven (6) hours per day, Monday through Saturday is normal, however, the worker may be requested, but not required, to work additional hours per day Sunday inclusive; the Sabbath and/or federal holidays depending upon the conditions of the crop, weather, maturity of the crop and market conditions.

All workers will be required to take a one-half hour lunch period in order to rest and eat their lunch meal. The one-half hour lunch period must be a bona fide meal period. Bona fide meals periods are not work time. Bona fide period does not include coffee break or time for snacks. The employee must be completely relieved from duty for the purpose of eating regular meals. Ordinarily 30 minutes or more is long enough for a bona fide meal period. These are rest periods. In order for the Employer to make a deduction from worker's pay for lunch, the worker must be taking bona fide meal periods. The employee is not relieved if he is required to perform any duties, whether active or inactive, while eating.

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