



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

A. Job Offer Information

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------|-----------------|----------------------------------|--------------|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 1. Job Title * Farmworkers and Laborers, Crop | | | | | | | |
| 2. Workers Needed * | | a. Total | b. H-2A Workers | 3. Period of Intended Employment | | | |
| | | 74 | 74 | 3. First Date * 10/1/2023 | | 4. Last Date * 6/30/2024 | |
| 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. | | | | | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6. Anticipated days and hours of work per week (an entry is required for each box below) * | | | | | | | 7. Hourly Work Schedule * |
| 36 | a. Total Hours | 6 | c. Monday | 6 | e. Wednesday | 6 | g. Friday |
| 0 | b. Sunday | 6 | d. Tuesday | 6 | f. Thursday | 6 | h. Saturday |
| | | | | | | | a. 7 : 30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM |
| | | | | | | | b. 1 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM |
| Temporary Agricultural Services and Wage Offer Information | | | | | | | |
| 8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C | | | | | | | |
| 8b. Wage Offer * | | 8c. Per * | | 8d. Piece Rate Offer \$ | | 8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$ | |
| \$ 14 .33 | | <input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH | | \$ 01 .50 | | \$ 1.50 per 90 pound field box average 11 boxes per hour = \$16.50/hr. Guaranteed \$14.33/hr | |
| 9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * | | | | | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A |
| 10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u> | | | | | | | |
| 11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) The employer will make the following deductions: Social Security tax and federal income tax withholding as required by Federal, State and local law, cash advances, over-payment of wages, and any other deductions expressly authorized by the worker in writing. | | | | | | | |

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B. Minimum Job Qualifications/Requirements

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. Education: minimum U.S. diploma/degree required. * | | | |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.) | | | |
| 2. Work Experience: number of <u>months</u> required. * | | 3. Training: number of <u>months</u> required. * | |
| 1 | | 0 | |
| 4. Basic Job Requirements (check all that apply) § | | | |
| <input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>100</u> lbs. | | <input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input checked="" type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input checked="" type="checkbox"/> i. Frequent stooping or bending over <input checked="" type="checkbox"/> j. Repetitive movements | |
| 5a. Supervision: does this position supervise the work of other employees? * | | 5b. If "Yes" to question 5a, enter the number of employees worker will supervise. § | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 6. Additional Information Regarding Job Qualifications/Requirements. * <i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i> See Addendum C | | | |

C. Place of Employment Information

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------|------------------|----------------------------------------------------------------------|
| 1. Place of Employment Address/Location * | | | | |
| 876 John Pierce Grade Rd | | | | |
| 2. City * | | 3. State * | 4. Postal Code * | 5. County * |
| Venus | | Florida | 33960 | Highlands |
| 6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> * | | | | |
| Work site location may include nearby or adjacent field. | | | | |
| 7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * | | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A |

D. Housing Information

| | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------|------------------|----------------------------------------------------------------------|
| 1. Housing Address/Location * | | | | |
| 1114 W Prairie St | | | | |
| 2. City * | | 3. State * | 4. Postal Code * | 5. County * |
| Avon Park | | Florida | 33825 | Highlands |
| 6. Type of Housing <i>(check only one)</i> * | | | 7. Total Units * | 8. Total Occupancy * |
| <input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public | | | 2 | 18 |
| 9. Identify the entity that determined the housing met all applicable standards: * | | | | |
| <input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____ | | | | |
| 10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> * | | | | |
| See Addendum C | | | | |
| 11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? * | | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A |

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Also will provide transportation once per week to go to the stores and do laundry.

2. The employer: *

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

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 For workers residing in the employer's housing, employer will provide transportation between housing and worksite locations and for personal errands (e.g., groceries, banking services) in the form of retired school buses and vans between employees housing location to the actual work site and return at the end of the workday without cost to the worker.

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.)
 For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for cost incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer 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



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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *

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

Applicants should contact the nearest Career Center for preemployment screening before contacting the employer, workers that meet the criteria will be interviews via telephone. All referrals are to be made to Pedro Marin (863) 452-7061 Monday to Friday 8:00 am to 5:00 pm. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and they understand all the 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 activities at the discretion of the employer.

| | | |
|-----------------------------------------------------|-----------------------|---------------------------------------------------------|
| 2. Telephone Number to Apply * +1 (863) 452-7061 | 3. Extension § N/A | 4. Email Address to Apply * sebringcitrus@icloud.com |
| 5. Website Address (URL) to Apply * N/A | | |

H. Additional Material Terms and Conditions of the Job Offer

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? * | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|

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

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

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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



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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

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

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
 - A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(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 * Marin | 2. First (given) name * Pedro | 3. Middle initial § |
| 4. Title * President | | |

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U.S. Department of Labor



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|------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i> | 6. Date signed * 7/26/2023 |
|------------------------------------------------------------------------------------------------------------------|-------------------------------|

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

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per | Piece Rate Units / Estimated Hourly Rate / Special Pay Information |
|---------|-------------------------------|------------|------------|-----------------------------------------------------------------------------------------------------------|
| 027 | General Field Maintenance | \$ 14 . 33 | Hour | \$14.33 Per hour |
| 001 | Citrus Harvesting | \$ 01 . 50 | Piece Rate | Earlies/Mids \$ 1.50 per 90 pound field box average 11 boxes per hour = \$16.50/hr. Guaranteed \$14.33/hr |
| 001 | Citrus Harvesting | \$ 01 . 60 | Piece Rate | Valencia \$ 1.60 per 90 pound field box average 10 boxes per hour = \$16.00/hr. Guaranteed \$14.33/hr |
| 013 | Blueberry Harvesting | \$ 14 . 33 | Hour | Blueberry \$4.00 per 6 lbs bucket average 4 buckets per hour = \$16.00 /hr. Guaranteed \$14.33/hr. |
| 005 | Nursery work | \$ 14 . 33 | Hour | \$14.33 per hour |
| | | \$. | | |
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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C. Additional Place of Employment Information

| 1. Name of Agricultural Business § | 2. Place of Employment * | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|-------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------------------|-----------------|---------------|--------------------|
| M.E. Stephens & Sons Fruit Co, Inc. | 531 S Riverdale Rd. Avon Park, Florida 33825 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 5/30/2024 | 74 |
| M.E. Stephens & Sons Fruit Co, Inc. | 3521 Snyder Rd. Sebring, Florida 33870 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 5/30/2024 | 74 |
| M.E. Stephens & Sons Fruit Co, Inc. | 500 Sheriffs Tower Rd. Sebring, Florida 33870 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 5/30/2024 | 74 |
| M.E. Stephens & Sons Fruit Co, Inc. | 1740 Martin Luther King Jr. Sebring, Florida 33870 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 5/30/2024 | 74 |
| M.E. Stephens & Sons Fruit Co, Inc. | 2622 Desoto City Rd. Sebring, FL 33870 Sebring, Florida 33870 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 5/30/2024 | 74 |
| M.E. Stephens & Sons Fruit Co, Inc. | 2527 Hicks Rd. Lorida , Florida 33857 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 5/30/2024 | 74 |
| M.E. Stephens & Sons Fruit Co, Inc. | 9315 CR 17 S Sebring, Florida 33870 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 5/30/2024 | 74 |
| M.E. Stephens & Sons Fruit Co, Inc. | 1000 Goodno Rd. LaBelle, Florida 33935 HENDRY | Work site location may include nearby or adjacent field | 10/1/2023 | 5/30/2024 | 74 |
| B Marquez Nursery Inc. | 16960 BONEY RD Sebring, Florida 33870 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 6/30/2024 | 74 |
| PF Berry LLC | 876 John Pierce Grade Rd Venus, Florida 33960 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 6/30/2024 | 74 |

D. Additional Housing Information

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C. Additional Place of Employment Information

| 1. Name of Agricultural Business § | 2. Place of Employment * | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|--------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------|-----------------|---------------|--------------------|
| Green to Go Nursery & Landscape Inc | 16285 Boney Rd Sebring, Florida 33870 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 6/30/2024 | 74 |
| M.E Stephens & Son's Fruit Co, Inc. | 3315 E Avon Pines Rd Avon Park, Florida 33825 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 5/30/2024 | 74 |
| M.E. Stephens & Sons Fruit Co., Inc. | 870 E Albritton Rd. Avon Park , Florida 33825 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 5/30/2024 | 74 |
| M.E. Stephens & Sons Fruit Co, Inc. | 2313 E Oat Island Rd. Avon Park , Florida 33825 HIGHLANDS | Work site location may include nearby or adjacent field | 10/1/2023 | 5/30/2024 | 74 |
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D. Additional Housing Information



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| 1. Type of Housing * | 2. Physical Location * | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Inspection Entity * |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations | 30 E Lagrande Street Avon Park, Florida 33825 HIGHLANDS | The employer will provide to workers who are not reasonably able to return to their residence within the same day, housing, without charge to the worker. However, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers will be responsible for maintaining housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. | 3 | 16 | <input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations | 100,102A, 102B, 102C N Summit Ave Avon Park, Florida 33825 HIGHLANDS | The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided. | 4 | 20 | <input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations | 415 W Circle St Avon Park, Florida 33825 HIGHLANDS | The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided. | 1 | 8 | <input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations | 712 Dome Ave Avon Park, Florida 33825 HIGHLANDS | The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided. | 1 | 12 | <input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations | | | | | <input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____ |

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



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties |
|--------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | | <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Citrus Harvesting: Harvesting citrus fruit by hand under supervisor's instructions, the worker will place a picking sack over his shoulder and carry an 18' to 20' ladder from the field truck to the particular area of the grove to be harvested. The picking sack is a canvas bag equipped with a shoulder strap for support, an opening for the insertion of fruit, and an opening to remove fruit. A full loaded sack weighs between approximately 80 and 100 pounds, depending upon the size, condition and variety of fruit. Worker positions ladder against the tree and within reach of the fruit in a leaning position, taking care not to break limbs, damage the tree, knock of fruit or interfere with other workers, in a secure position to prevent slipping or falling and possible injury to themselves or other workers. Worker will remove fruit from the tree and place into pick sack. When pick sack is full take full sack to fruit tub.</p> <p>Qualified employers may be required to drive agriculture machinery.</p> <p>Blueberry Harvesting: by hand, the worker will walk down the berry field rows where the blueberry will be harvested. The worker will place a 1 gallon picking bucket with a strap over his/her shoulder from the field truck to the particular area of the field where the fruit will be harvested. The 1 gallon picking bucket is a canvas, equipped with a shoulder strap for support. Worker positions him/herself in front of the berry tree and will remove the fruit from the tree and place into the 1 gallon picking bucket taking care not to break any limbs, damage the tree, or knock off the fruit. When the 1 gallon picking bucket is full the worker will take it to the truck at the end of the row where the worker will unload the fruit into a small tub or container.</p> <p>Field Maintenance: workers will tie, stake and prune plants, clean micro jets, assist with irrigation maintenance or installation and remove plastic drip lines, using hands or a hoe worker will remove dead plants and weeds.</p> <p>Nursery The Specialized Farm Labor position includes the planting, growing, maintenance, and packing of plant material. All workers are required to adhere to important safety, quality and production standards alongside fellow workers with a positive, professional, team-based attitude and a consideration for the safety and health of fellow workers. Primary Responsibilities include: •Accurately and quickly planting young plant material (plugs or liners) while on potting line conveyor •Accurately and quickly pruning plant material to designated specifications •Applying cares tags and bar codes •Assembling, disassembling and/or repairing shipping racks for use or storage •Assembling and/or moving plant material on shipping trays •Applying fertilizer •Unloading trucks and rearranging racks with or without plant material •Pulling, loading, offloading and/or consolidating plant material (plants, plugs or liners) to/from field or production barn as needed and according to job orders and instructions •Repairing and maintaining production and non-production areas such as ground cover repair, grass trimming and weeding at times using mower or gas-powered trimmers •Re-spacing, spreading, consolidating or dumping plant material according to task/job orders •Executing task work orders and documenting quantities and the status of completion •Performing general housekeeping duties such as sweeping, mopping, and picking up trash or debris around the farm •Weeding plant material •Identifying and reporting plant quality issues including removing debris, dirt or poor-quality foliage prior to shipping •Operating or working on production line using soil mixers, flat fillers, conveyors, and potting machines •Replacing plant containers as needed prior to shipping •Placing lot tags in production lots •Pruning or trimming plants as instructed by a grower using pruning shears, scissors, or mechanical trimming equipment</p> | |

b. Job Offer Information 2

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Additional Information Regarding Job Qualifications/Requirements |
|--------------------------|-----|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>This type of work, involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. The work requires a high level of physical conditioning. Due to the type of work involved, there is a Probationary Period of five (5) days beginning with the first day of employment, to show possession of the requisite physical strength and endurance to perform this type of work.</p> |

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------------------------------------------------------|--------------------------------|
| 1. Section/Item Number * | D.10 | 2. Name of Section or Category of Material Term or Condition * | Additional Housing Information |
| 3. Details of Material Term or Condition (up to 3,500 characters) * <p>The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.</p> | | | |

d. Job Offer Information 4

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------------------------------------------------------------|-------------------------------------------------------|
| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - Daily Transportation Continued |
| 3. Details of Material Term or Condition (up to 3,500 characters) * <p>Employer will have free transportation available for workers not residing in the employers housing, workers will be transported to the work site from a designated daily job reporting site and at the end of the work day they will be transported back to the reporting site. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: Vehicles, 3 retired school buses 45 passengers each, 4 retired school buses 44 passengers each and 3 Vans 15 passengers each. Vehicles belong to Sebring Citrus, Inc.</p> <p>If workers' compensation is used to cover transportation in lieu of vehicle insurance, the employer will ensure that workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation and it must have property damage insurance.</p> <p>All means of transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR 655.122(h)(4).</p> | | | |

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

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------|--------------------------------------------------------------------|
| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - Daily Transportation Spanish Version |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Para los trabajadores que residen en la vivienda del empleador, el empleador proporcionar transporte entre la vivienda y los lugares de trabajo y para mandados personales (por ejemplo, comestibles, servicios bancarios) en forma de autobuses escolares jubilados y Vanes entre la ubicacin de vivienda de los empleados hasta el lugar de trabajo real y el regreso al final de la jornada laboral sin costo para el trabajador. El empleador tendr transporte gratuito disponible para los trabajadores que no residan en la vivienda del empleador, los trabajadores sern transportados al lugar de trabajo desde un lugar de trabajo diario designado y al final de la jornada laboral sern transportados de regreso al lugar de reporte. El tipo de vehculo, la cantidad y la capacidad de asientos estn por definirse y pueden variar, pero pueden incluir cualquier combinacin de lo siguiente: Vehculos, 3 autobuses escolares retirados con capacidad de 45 pasajeros cada uno, 4 autobuses escolares retirados con capacidad de 44 pasajeros cada uno y 3 Vanes con capacidad de 15 personas cada una. Los vehculos le pertenecen a Sebring Citrus, Inc. Si la compensacin de los trabajadores se usa para cubrir el transporte en lugar del seguro del vehculo, el empleador se asegurar de que la compensacin de los trabajadores cubra todos los viajes o que exista un seguro de vehculos para brindar cobertura para los viajes no cubiertos por la compensacin de los trabajadores y debe tener seguro de daos a la propiedad. Todos los medios de transporte cumplirn con todas las leyes y reglamentos federales, estatales y locales aplicables, de acuerdo con 20 CFR 655.122(h)(4).</p> | | | |

f. Job Offer Information 6

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------|--------------------------------------------------------|
| 1. Section/Item Number * | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - Meal Provision Spanish Version |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>La vivienda proporcionada por el empleador incluye instalaciones de cocina gratuitas y convenientes con equipos, electrodomsticos, accesorios de cocina y lavaplatos apropiados para la preparacin de comidas. Tambin proporcionar transporte una vez por semana para ir a las tiendas y lavar la ropa.</p> | | | |

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

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties Continued 1 |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <ul style="list-style-type: none"> •Operating a forklift, farm tractor, golf cart and/or electric tug •Employees are expected to show up to work on all scheduled work days. •Employees are expected to produce a high-quality job/product. This includes, but is not limited to: <ul style="list-style-type: none"> Participation in company CPS program. Performing tasks to required specification. Maintaining work areas clean and organized. Report all quality issues to their immediate supervisors. Take pride in their work and produce a high-quality job/product. •Employees are expected to show up to work each day ready to give 100% effort in the execution of their tasks. •Employees are also highly encouraged to provide feedback for continuous improvement and to help create a more productive work environment. <p>Additional Responsibilities include:</p> <ul style="list-style-type: none"> •Monitoring soil moisture levels and evaluating environmental factors in order to create and execute an irrigation plan •Performing basic preventive maintenance or minor repairs of farm equipment such as tractors, golf carts, sanitation and/or irrigation equipment such as hoses, water breakers, fog lines, drip lines, sprinkle heads, and wands •Opening and/or closing of shade/greenhouses according to schedule •Installing and/or removing winter plastic •Maintaining and cleaning farm drainage ditches and roadways •Using and maintaining spray equipment as needed to apply fertilizer or other chemicals as may be required •Placing or stacking pots •Properly mixing, measuring, and applying a wide range of pesticides, fungicides, and herbicides in order to execute work orders for sprays and drenches •Repairing or replacing benches and/or growing structures •Operating a front-end loader or bobcat •Staging production items including coconut coir, hydra fiber (wood fiber) and chemicals •Transporting hard goods (pots, trays, tags, etc.) to correct farm location •Employees are expected to take an active role in creating a safe work environment and culture of safety. <p>Physical requirements of the job include:</p> <ul style="list-style-type: none"> •Working outdoors and being exposed to elements such as heat, cold, fog and rain •Standing and walking for long periods of time •Stooping, bending and reaching with frequency •Reading, writing and completing basic math •Lifting to shoulder height and above, plant material weighing up to 25 lbs •Lifting general plant material up to 50 lbs •Dragging irrigation hoses | | | |

h. Job Offer Information 8

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------------------------------------------|--------------------------------------------|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties Continued 2 |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>All domestic and/or nonresident seasonal workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. The decision to pay above the stated prevailing hourly rate will be made by the employer, at his sole discretion, and will be based on factors including the recipient's performance and tenure. Employer retains the right to discharge an obviously unqualified worker, malingering, or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium product. All terms and conditions in the job order will apply equally to all workers, domestic and foreign, employed under this job order. The employer will not guarantee to pay the worker a bonus but reserves the right to optionally offer a bonus if exceptional job performance is exhibited.</p> <p>The worker in order to perform this kind of work must be able to work outside for at least 6 hours a day in all kinds of weather and be in possession of the requisite physical strength and endurance to repeat the picking process rapidly, the employer will provide the tools necessary to perform the described job duties with out charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.</p> <p>Employees may volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur any time throughout the season. If workers request a leave of absence during the contract period, the hours will be deducted from the hours offered under the ETA 790A for the purposes of the three-quarter guarantee.</p> <p>A copy of the work contract or a copy of the ETA 790 in lieu of a work contract, and any modifications, will be provided to the 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 going from an H-2A employer to a subsequent H-2A employer, a copy of the contract will be provided no later than the time an offer of employment is made by the subsequent H-2A employer.</p> | | | |

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



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties Spanish Version |
|--------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 3. | | Details of Material Term or Condition (up to 3,500 characters) * Cosechando los cítricos: a mano, bajo las instrucciones del supervisor, el trabajador se colgara un saco de pizca sobre el hombro, y cargara una escalera de 18 a 20 pulgadas desde el camin de trabajo hasta el lugar de pisca. El saco de pizca esta equipado con una banda para soportarlo en el hombro, tiene una abertura para insertar la fruta y otra para vaciar la fruta en la tina, el saco lleno pesa aproximadamente entre 80 y 100 libas, dependiendo del tamaño, condición y variedad de la fruta. El trabajador pondrá la escalera contra el rbol tratando de no daar las ramas, el rbol, la fruta o interferir con otros trabajadores, la tendr en una posición segura para prevenir resbalarse y lastimarse personalmente o a otros trabajadores, el trabajador remover la fruta del rbol y la pondrá dentro del saco, cuando este lleno el saco lo vaciara en la tina. Es posible que sea requerido que los trabajadores calificados manejen maquinaria agrícola. Cosecha de arndanos: a mano, el trabajador caminar por las hileras del campo de bayas donde se cosecharn los arndanos. El trabajador colocara una cubeta de recolección de 1 galn con una correa sobre su hombro desde el camin de campo hasta el rea particular del campo donde se cosechar la fruta. La cubeta de recolección de 1 galn es una lona, equipada con una correa para el hombro para soporte. El trabajador se posiciona frente al rbol de bayas y quitar la fruta del rbol y la colocara en el balde de recolección de 1 galn con cuidado de no romper ninguna rama, daar el rbol o tirar la fruta. Cuando el balde de recolección de 1 galn est lleno, el trabajador lo llevar al camin al final de la fila donde el trabajador descargar la fruta en una pequea tina o contenedor. Mantenimiento del campo: los trabajadores atarn, estacarn y podarn las plantas, limpiarn los microchorros, ayudarn con el mantenimiento o la instalacin del riego y quitarn las lneas de goteo de plstico, utilizando las manos o una azada, los trabajadores quitarn las plantas muertas y las malas hierbas Vivero La posicin de mano de obra agrícola especializada incluye la siembra, el cultivo, el mantenimiento y el empaque de material vegetal. Se requiere que todos los trabajadores se adhieran a estndares importantes de seguridad, calidad y produccin junto con sus compaeros de trabajo con una actitud positiva, profesional, basada en el equipo y una consideracin por la seguridad y salud de los compaeros de trabajo. Las responsabilidades principales incluyen: • Plantar de forma rpida y precisa material vegetal joven (tapones o revestimientos) mientras se encuentra en el transportador de la lnea de macetas • Poda rpida y precisa de material vegetal segn las especificaciones designadas • Aplicar etiquetas de cuidados y cdigos de barras • Montaje, desmontaje y / o reparacin de estantes de enva para su uso o almacenamiento. • Ensamblar y / o mover material vegetal en bandejas de enva • Aplicar fertilizante • Descarga de camiones y reordenacin de estanteras con o sin material vegetal • Tirar, cargar, descargar y / o consolidar material vegetal (plantas, tapones o revestimientos) hacia / desde el campo o el establo de produccin segn sea necesario y de acuerdo con las rdenes de trabajo e instrucciones. | |

j. Job Offer Information 10

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties Spanish Version Continued 2 |
|--------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 3. | | Details of Material Term or Condition (up to 3,500 characters) * • Reparacin y mantenimiento de reas de produccin y no produccin, como reparacin de la cubierta del suelo, poda de césped y deshierbe en ocasiones utilizando podadoras o podadoras de gasolina. • Volver a espaciar, esparcir, consolidar o verter material vegetal de acuerdo con las tareas / rdenes de trabajo • Ejecucin de rdenes de trabajo de tareas y documentacin de cantidades y el estado de finalizacin • Realizar tareas generales de limpieza como barrer, trapear y recoger basura o escombros alrededor de la granja. • Deshierbe de material vegetal • Identificar e informar problemas de calidad de la planta, incluida la eliminacin de escombros, suciedad o follaje de mala calidad antes del enva. • Operar o trabajar en la lnea de produccin utilizando mezcladoras de suelo, rellenos planos, transportadores y mquinas para macetas. • Reemplazo de los contenedores de la planta segn sea necesario antes del enva • Colocacin de etiquetas de lote en lotes de produccin • Podar o recortar las plantas segn las instrucciones de un cultivador utilizando tijeras de podar, tijeras o equipo de recorte mecnico • Operar un montacargas, tractor agrícola, carrito de golf y / o remolcador eléctrico • Se espera que los empleados se presenten a trabajar todos los das laborales programados. • Se espera que los empleados produzcan un trabajo / producto de alta calidad. Esto incluye, pero no se limita a: • Participacin en el programa CPS de la empresa. • Realizacin de tareas segn las especificaciones requeridas. • Mantener las reas de trabajo limpias y organizadas. • Informar todos los problemas de calidad a sus supervisores inmediatos. • Enorgullecerse de su trabajo y producir un trabajo / producto de alta calidad. • Se espera que los empleados se presenten a trabajar todos los das dispuestos a dar el 100% de esfuerzo en la ejecucin de sus tareas. • Tambin se anima a los empleados a proporcionar comentarios para la mejora continua y para ayudar a crear un entorno de trabajo ms productivo. | |

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties Spanish Version Continued 4 |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) * * Se espera que los empleados asuman un papel activo en la creacin de un entorno de trabajo seguro y una cultura de seguridad.</p> <p>Los requisitos fsicos del trabajo incluyen:</p> <ul style="list-style-type: none"> • Trabajar al aire libre y estar expuesto a elementos como el calor, el fro, la niebla y la lluvia. • Estar de pie y caminar durante largos periodos de tiempo. • Agacharse, agacharse y estirarse con frecuencia • Leer, escribir y completar matemticas bsicas • Levantar hasta la altura de los hombros y ms, material vegetal que pese hasta 25 libras • Levantar material vegetal en general hasta 50 libras • Arrastrar mangueras de riego • Trabajar desde alturas <p>Se espera que los trabajadores cumplan con las instrucciones especficas dadas para el trabajo de cada da. Un administrador, supervisor o empleado designado de la finca proporcionar instrucciones y supervisin general. El supervisor har asignaciones diarias de trabajo individual, asignaciones de equipo o tripulacin, y determinar la ubicacin del trabajo segn lo dicten las necesidades de la operacin. A los trabajadores se les puede asignar una variedad de tareas en un da determinado y diferentes tareas en diferentes das.</p> <p>Las personas que buscan empleo como jornaleros agrocolas especializados deben estar disponibles durante todo el periodo solicitado por el empleador. Los solicitantes seleccionados estarn sujetos a un periodo de prueba de hasta 2 das durante el cual se evaluar su desempeo en las tareas requeridas. Si el desempeo no es aceptable para el empleador a su sola discrecin, el trabajador ser despedido.</p> <p>Todos los trabajadores de temporada domsticos y / o no residentes empleados de conformidad con esta orden de trabajo que completaron satisfactoriamente la temporada de cosecha anterior pueden ser compensados por encima del salario por hora establecido. La decisin de pagar por encima de la tarifa por hora prevaleciente la tomar el empleador, a su entera discrecin, y se basar en factores que incluyen el desempeo y la permanencia del beneficiario. El empleador se reserva el derecho de despedir a un trabajador obviamente no calificado, simulador o trabajador recalitrante que sea fsicamente capaz pero que no demuestre la voluntad de realizar el trabajo necesario para que el empleador cultive un producto premium. Todos los trminos y condiciones de la orden de trabajo se aplicarn por igual a todos los trabajadores, nacionales y extranjeros, empleados bajo esta orden de trabajo. El empleador no garantizar el pago de una bonificacin al trabajador, pero se reserva el derecho de ofrecer opcionalmente una bonificacin si se exhibe un desempeo laboral excepcional.</p> <p>Para poder desempear este trabajo, el trabajador debe poder trabajar afuera por lo menos 6 horas por da en todo tipo de clima y tener la fuerza fsica para repetir el proceso de pizza rpidamente, el empleador proporcionara las herramientas necesarias para realizar los deberes anteriormente descritos de trabajo, sin costo al trabajador. El empleador cobrara al trabajador el costo razonable por la negativa o la negligencia de devolver las herramientas de trabajo o por el dao voluntarioso o destruccin de las mismas.</p> | | | |

l. Job Offer Information 12

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties Spanish Version Continued 5 |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Los empleados pueden ofrecerse como voluntarios para trabajar horas adicionales cuando haya trabajo disponible. Los trabajadores deben esperar periodos ocasionales de poco o ningn trabajo debido al clima, cultivos u otras condiciones fuera del control del empleador. Estos periodos pueden ocurrir en cualquier momento durante la temporada. Si los trabajadores solicitan una excedencia durante la vigencia del contrato, las horas se descuentarn de las ofertadas en la ETA 790A a efectos de la garanta de las tres cuartas partes.</p> <p>Una copia del contrato de trabajo o una copia del ETA 790 en lugar de un contrato de trabajo, y cualquier modificacin, se proporcionar al trabajador H-2A a ms tardar en el momento en que el trabajador solicite la Visa, o a trabajador en el empleo correspondiente, a ms tardar el da en que comienza el trabajo. Para un trabajador H-2A que pasa de un empleador H-2A a un empleador H-2A posterior, se proporcionar una copia del contrato a ms tardar en el momento en que el empleador H-2A presente una oferta de empleo.</p> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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| 1. Section/Item Number * | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions - Referral and Hiring Instructions Spanish Version |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Antes de contactar con el empleador, todos los solicitantes deberan contactar con la oficina de empleos mas cercana para el proceso de seleccion pre empleo, a los seleccionados se les hara una entrevista via telefonica. Todas las referencias debern ser hechas a Pedro Marin (863) 452-7061 de Lunes a Viernes de 8:00 am a 5:00 pm. Antes de ser referidos, los trabajadores debern de leer o ser ledo la oferta de trabajo y entender todos los trminos y las condiciones de empleo, tambien que se espera que trabajen durante el termino de empleo especificado y que deben estar disponibles para cualquier actividad mencionada a discrecin del patrn.</p> | | | |

n. Job Offer Information 14

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Inbound/Outbound Cont... |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The inbound transportation will be reimbursed on the basis of no less than the most economical and reasonable charges for the distance involved. If the worker completes the work contract period, or is terminated without cause, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract has agreed to pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer is not required to provide or pay for such expenses. The employer will provide or pay for a charter bus services for inbound and outbound.</p> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Inbound/Outbound Spanish Version |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Para los trabajadores contratados ms all de la distancia de viaje normal, despues de completar el 50 por ciento del periodo del contrato de trabajo, el empleador reembolsar al trabajador los costos incurridos por el trabajador por el transporte y la subsistencia diaria, segn lo exigen las regulaciones del DOL, desde el lugar desde el cual El trabajador ha venido a trabajar para el empleador al lugar de empleo. El transporte entrante ser reembolsado sobre la base de no menos que los cargos ms economicos y razonables por la distancia involucrada. Si el trabajador completa el periodo del contrato de trabajo, o es despedido sin causa, el empleador proporcionar o pagar el transporte y la subsistencia diaria del trabajador desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo intermedio, vino a trabajar para el empleador, o, si el trabajador ha contratado a un empleador posterior que no ha acordado en ese contrato proporcionar o pagar el transporte de los trabajadores y los gastos de subsistencia diarios desde el lugar de trabajo de los empleadores hasta el lugar de trabajo de dichos empleadores, el empleador proporcionar o pagar tales gastos; excepto que, si el trabajador ha contratado un empleo con un empleador posterior que, en ese contrato, ha acordado pagar el transporte de los trabajadores y los gastos diarios de subsistencia desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador no est obligado a proporcionar o pagar para tales gastos. El empleador proporcionar o pagar un servicio de autobs chrter de entrada y salida.</p> | | | |

p. Job Offer Information 16

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Job Requirements Spanish Version |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Este tipo de trabajo implica condiciones de trabajo que requieren una resistencia tremenda, un alto nivel de actividad fsica en condiciones de fro o calor extremo bajo la luz solar directa y en condiciones climticas adversas como la lluvia. El trabajo requiere un alto nivel de acondicionamiento fsico. Debido al tipo de trabajo involucrado, hay un Periodo de prueba de cinco (5) das que comienza con el primer da de empleo, para mostrar la posesin de la fuerza fsica y la resistencia necesarias para realizar este tipo de trabajo.</p> | | | |

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q. Job Offer Information 17

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Pay Deduction Spanish Version |
| 3. Details of Material Term or Condition (up to 3,500 characters) * | | | |
| El empleador realizar las siguientes deducciones: retencion del impuesto a la Seguridad Social y del impuesto federal sobre la renta, segun lo exijan las leyes federales, estatales y locales, adelantos en efectivo, pago excesivo de salarios y cualquier otra deduccin expresamente autorizada por el trabajador por escrito. | | | |

r. Job Offer Information 18

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