



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

A. Job Offer Information

1. Job Title * Packinghouse Worker							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	40	20	3. First Date * 10/2/2023	4. Last Date * 3/29/2024			
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 *	
35	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	0	h. Saturday
						a. 8 : 30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. 4 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) 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		\$ 00 .24		Grapefruit 4/5 Box, \$0.24 per finished unit. The estimated hourly wage rate equivalent for this piece rate is \$14.33 based on workers filling 60 on average. Guaranteed AEWR is \$14.33 hour.	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		1	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input checked="" type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>40</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) This job requires a minimum of 1 month of prior citrus or fruit packing experience. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. Workers must be able to perform manual tasks with accuracy and efficiency. Must be able to lift/carry up to 40 lbs repetitively. Employer-paid post-hire drug testing required. Employer-paid post-hire background check required. E-verify required.			

C. Place of Employment Information

1. Place of Employment Address/Location *			
2600 45th Street			
2. City *	3. State *	4. Postal Code *	5. County *
Vero Beach	Florida	32967	Indian River
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
Employer owns and/or controls all worksites.			
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 *			
4896 29th Avenue			
2. City *	3. State *	4. Postal Code *	5. County *
Vero Beach	Florida	32967	Indian River
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		1	8
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. (If no additional information, enter " NONE " below) *			
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 does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. The employer: *

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

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

F. Transportation and Daily Subsistence

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

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

See Addendum C

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

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

Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-local workers, employer arranges/provides inbound transportation via common carrier mode of transportation (e.g., bus or plane) and reimburses workers for daily subsistence and reasonable lodging costs, if applicable. Use of employer-offered transportation is voluntary.

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.)

Employer accepts referrals and applicants from all sources. Interview required. Employer conducts interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in-person. Contact Employer Monday through Friday during the hours of 9:00 AM - 5:00 PM ET if unavailable, contact employer's agent during the hours of 9:00 AM - 5:00 PM ET.

Employer Agent:

MAS Labor H2A, LLC

(434) 260-8833

referrals@maslabor.com

Referring State Workforce Agency (SWA) responsible for informing applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact employer or employers agent to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

To be eligible for employment, applicants must:

1. Be able, willing, and available to perform the specified job duties for the duration of the contract period;
2. Have been apprised of all material terms and conditions of employment;
3. Agree to abide by all material terms and conditions of employment;
4. Be legally authorized to work in the United States; AND
5. Satisfy all minimum job requirements.

2. Telephone Number to Apply *

N/A

3. Extension §

N/A

4. Email Address to Apply *

hr@imgcitrus.com

5. Website Address (URL) to Apply *

www.imgcitrus.com

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No

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

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

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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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)(3)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.

1. Last (family) name * Gentry	2. First (given) name * Chloe	3. Middle initial §
4. Title * Co-CEO		

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

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Grapefruit Bag Master/Honeycomb	\$ 00 38	Piece Rate	\$0.38 per finished unit. The estimated hourly wage rate equivalent for this piece rate is \$14.82 based on workers filling 39 on average. Guaranteed AEWR is \$14.33 hour.
	Orange 4/5 box	\$ 00 27	Piece Rate	\$0.27 per finished unit. The estimated hourly wage rate equivalent for this piece rate is \$14.58 based on workers filling 54 on average. Guaranteed AEWR is \$14.33 hour.
	Orange Bag Master/Honeycomb	\$ 00 40	Piece Rate	\$0.40 per finished unit. The estimated hourly wage rate equivalent for this piece rate is \$16.00 based on workers filling 40 on average. Guaranteed AEWR is \$14.33 hour.
	Tangerine 4/5 box	\$ 00 35	Piece Rate	\$0.35 per finished unit. The estimated hourly wage rate equivalent for this piece rate is \$14.70 based on workers filling 42 on average. Guaranteed AEWR is \$14.33 hour.
	Tangerine Bag Master/Honeycomb	\$ 00 68	Piece Rate	\$0.68 per finished unit. The estimated hourly wage rate equivalent for this piece rate is \$14.96 based on workers filling 22 on average. Guaranteed AEWR is \$14.33 hour.
	Tangerine 2/5 box	\$ 00 24	Piece Rate	\$0.24 per finished unit. The estimated hourly wage rate equivalent for this piece rate is \$14.40 based on workers filling 60 on average. Guaranteed AEWR is \$14.33 hour.
	Grapefruit 2/5 box, Orange 1/5 box	\$ 00 17	Piece Rate	\$0.17 per finished unit. The estimated hourly wage rate equivalent for this piece rate is \$14.45 based on workers filling 85 on average. Guaranteed AEWR is \$14.33 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 §
IMG Citrus, Inc.	2105 150th Ave Vero Beach, Florida 32966 INDIAN RIVER		10/2/2023	3/29/2024	20

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	3200 46th St. Vero Beach, Florida 32967 INDIAN RIVER		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 checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	4826 30th Ave. Vero Beach, Florida 32967 INDIAN RIVER		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	4875 29th Avenue Vero Beach, Florida 32967 INDIAN RIVER		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 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 _____
<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
3. Details of Material Term or Condition (up to 3,500 characters) * <small>Crops/Commodities: Citrus Commodities.</small> Work is in a citrus fruit packing facility. Duties include sorting, packing, grading, forklift operation, box machine operator, dumping, quality control, and/or stacking fruit according to grade, color and size by hand or with mechanized packing equipment without bruising the fruit; discard any defective fruit, may weigh fruit to obtain specified weight per container. Adhere to food & safety requirements by maintaining a clean and sanitized workstation. Work on the production packing, grading, machine operation, forklift operation, and/or stacking lines. <small>Packing:</small> Pack citrus produce, such as grapefruit, oranges, mandarins, lemons, tangelo, clementine, lime or any other citrus produce, for storage or shipment, performing a combination of the following duties: lines box, barrel, basket, bag, carton, tray or crate with treated paper, cardboard, excelsior, or prepared padding, or inserts paper trays or separators in container. Selects produce for packing according to size, color and grade before packing. Utilize the proper and correct packing materials. Place rows of produce in layers in containers, and insert excelsior or paper trays after each layer and over top layer of produce, or scoops produce into the container. Wraps produce in treated paper, foil or plastic film wrap before placing produce in the container. Packs exposed top layer of produce, arranging produce in successive rows in a container in predetermined pattern. Pack into specified patterns and pack by size. Fits lid onto container or designated container. Efficiently sort and pack product following established packing procedures. Pushes finished product onto conveyor line. Workers will pack according to grade, color and size of fruit by grasping fruit with their hands from the production packing line without harming or bruising the fruit. Discards any inferior or defective fruit that do not meet quality requirements to pack Ensures that the top row of fruit in the carton has the blossom end of the fruit upward and shows the highest quality fruit. Marks carton with appropriate identification information Maintains work station floor clean of dropped fruit or packing materials May weigh packed produce and add or remove produce from the container to obtain specified weight. Examine and inspect containers, materials, and products to ensure that packing specifications are met Clean, sanitize, and otherwise help to maintain a sanitary production environment General cleaning of packing and grading areas - sweeps, mops, scrubs, wipes and picks up rubbish off the floor and cleans conveyors Work will be performed in a packinghouse facility with various temperatures from both hot to cold weather, standing for long periods of time, and must be able to lift 40 lbs repetitively. Work may also be performed in a refrigerated environment. <small>Grading:</small> Grade quality fruit by discarding damaged, defective fruit, trash/debris, foreign objects and rotten fruit. Sort fruit by specific grade requirements as per variety and market demand. Grade and sort citrus products according to color, species, length, width, appearance, feel, smell and quality to ensure correct processing and usage. General cleaning of packing, grading or stacking areas - sweeps, mops, scrubs, wipes and picks up rubbish off the floor and cleans conveyors.			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (up to 3,500 characters) * DEDUCTIONS. Employer makes all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of wage advances and/or loans, health insurance premiums, retirement plan contributions, and/or third-party payments or wage assignments for products or services furnished for the worker's benefit or convenience. All deductions comply with the Fair Labor Standards Act (FLSA) and applicable state law. Employer may deduct reasonable repair costs if the worker is found to be responsible for damage to housing beyond normal wear and tear. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence.			

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at the completion of tenancy (i.e. contract end date). Tenancy terminates immediately if employment terminates prior to end date. Family housing not available.			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Housing located within walking distance (i.e., less than one mile); workers will walk to work each work day. For any work locations outside of walking distance, and any incidental transportation between worksites, employer provides daily transportation from the employer-provided housing to the place of work at no cost to workers. For workers residing in employer-provided housing, employer also provides free transportation at least once per week to closest town/city for personal errands (e.g.			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 1
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Cut strapping and wrapping string in preparation for the day's work. Strap and/or wrap pallets of packed cartons/trays. Operate wrapping machine. Visually confirm that each carton and tray has a print and apply sticker on it before stacking.</p> <p>EQUIPMENT OPERATOR Operate mechanized vehicle, devices or equipment - running, maneuvering, navigating, or driving vehicles or mechanized equipment, such as forklifts or ag vehicles. Load or unload product, materials, containers, or supplies using a forklift, hand truck or pallet jack. Stack and/or transport materials and products to designated areas within the operational facilities. Unload or load bins on flatbed trailers or reefers. Use handle held devices to scan containers, product boxes or print labels. Complete shipping paperwork and operate inventory management systems. Conduct daily routine forklift inspections. Refill propane tanks or recharge forklift as needed. Clean work areas and forklift of debris and trash. Remove or place bing tags and stack in proper staging areas. Load and unload bins for Depack dump. Restack empty bins in designated areas. Assist stackers with tying strings and strapping pallets for shipment.</p> <p>FLOOR HELP Supply packing personnel with packing materials. Conduct quality control of packed cartons to ensure packing standards are met. Facilitate packing box, lot, size and variety of products. Setup number reels on packing lines and inform packing personnel of the product variety that will be packed/graded on each line. Refill print and apply equipment with new rolls. Collect the fruit packout counts for packing personnel and provide totals to management based on each variety. Maintain work areas clean throughout the operational shifts and assist with cleanup/sanitization post shift.</p> <p>FRUIT DUMPING Provide supply/fruit to the DePack line. Remove all strapping material from stacked/unstacked boxes. Dump filled boxes of citrus into Depack repack lines ensuring packing lines are running at capacity. Lift and stack finished containers/cases onto pallets for shipment.</p> <p>CUSTODIAL Perform a variety of cleaning duties with the operational facilities, administrative offices and grounds which consist of sweeping, wiping, dusting, washing, vacuuming, sanitizing and trash/debris removal.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Review data provided by sales and management to conduct quality control inspections. Pack quality control boxes of fruit as required. Maintain a tally sheet of fruit counts taken to queue. Check and test samples of citrus fruit products to ensure products meet PIQ regulations and company requirements quality control. Inspect and grade fruit, take pictures of fruit and inspect loading and packaging of fruit. Communicate to management the quality results of packed products. Report brix and acid of citrus fruit to ensure quality is to standard. Conduct inventory material counts and verifications. Continuous monitoring of stored fruit in accordance with our Storage Inspection process in a timely fashion to ensure products continue to meet regulations and company requirements.</p> <p>This job requires a minimum of 1 month of prior citrus or fruit packing house experience.</p> <p>General Conditions:</p> <p>Workers should be able to do the work required with or without reasonable accommodations. Supervisor(s) will provide instructions and directions to workers. Workers must be able to comprehend and follow instructions and communicate effectively to supervisors. Unusual, complex or non-routine activities will be supervised. Workers expected to perform basic duties in a timely and proficient manner without close supervision. Workers must obey all safety rules and basic instructions and be able to recognize, understand and comply with safety, Covid-19 safety protocols and other essential postings. Employees must be able to see all colors accurately in order to perform color-specific select packing.</p> <p>Work assignments will be made at the sole discretion of the employer conditional on unforeseen circumstances such as weather or other unscheduled/unexpected interruptions in regular work. Workers must perform the assigned work and may not perform duties not provided in this application, or work in areas not assigned without the specific authorization. Workers will be expected to perform any of the listed duties as assigned by his/her supervisor. Workers will be required to attend an orientation on workplace rules, policies and safety information prior to beginning work on or after the date of need. Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established packinghouse safety guidelines, practices and procedures.</p> <p>Must wear all required and assigned personal protective equipment at all times when required to do so. Employees must wear proper clothing and foot-wear depending on the season. All foot-wear must be closed-toe due to safety precautions.</p> <p>Workers will be required to work on their feet regularly standing and walking. Employees are frequently required to use hands to finger, handle or feel, reach with hands and arms. While performing duties of this job, the employee is regularly exposed to packinghouse facility work conditions. The employee is occasionally exposed to dust. Work requires repetitive movements and extensive standing. Workers should be able to work on their feet for long periods of time. Workers should be physically able to do the work required with or without reasonable accommodations. Work is to be done for long periods of time. Temperatures may range from 30 to 105 F.</p> <p>Employer requires all newly-hired employees to take and pass an employer-paid drug test before starting 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

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 3
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Drug test not required for prospective applicants prior to hiring decision. * All testing is conducted uniformly after an initial job offer has been extended and accepted by the new hire. Workers testing positive will be immediately terminated and paid for all hours worked between the first date of employment and the date of termination, if any. In the case of a non-local or foreign worker who is terminated for failure to pass a drug test, the employer will arrange least-cost transportation to the worker's place of recruitment, at the worker's expense. The employer will also test at random, upon reasonable suspicion of use, and after a worker has an accident at work. Workers required to follow common sanitary practices at all times, particularly when hand packing crops for human consumption.</p> <p>The employer requires that all new hires for employment pass an employer-paid background check. All background checks are conducted uniformly after an initial job offer has been extended and accepted by the new hire. Applicants found to have criminal convictions, are on work-release programs or possess convictions for violent (assault, child molestation and similar), felony will be immediately terminated and paid for all hours worked between the first date of employment and the date of termination, if any. In the case of a foreign worker who is terminated for cause resulting from findings of the background check, the employer will arrange least-cost transportation to the worker's place of recruitment, at the worker's expense.</p> <p>Employees must not report for work, enter employers' property, or perform service while under the influence of or having used illegal controlled substances. Employees must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol, marijuana or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.</p> <p>Employees who do not produce a sufficient number of piece rate units to earn the Adverse Effect Wage Rate (AEWR) for all hours worked during a pay period will instead be paid on an hourly basis at the Adverse Effect Wage Rate for the pay period. Workers paid on an hourly basis who fail to perform their duties will be provided up to three warnings, and will be coached/instructed regarding how to work faster and more efficiently. Upon issuance of the third warning the employee may be terminated.</p> <p>Persons seeking employment as an experienced citrus packer must be available for the entire period requested by the employer.</p> <p>Workers with a clean driving record (no major moving violations such as but not limited to Driving While Intoxicated or Reckless Driving) and able to obtain an insurable driver's license may be required to drive company vehicles.</p> <p>Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. Workers will have an unpaid lunch break.</p> <p>TERMINATION. All workers will be subject to a five-day trial period, during which the employer will evaluate workers' performance of required tasks.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 4
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Employer reserves the right to terminate a worker at the conclusion of the trial period if the worker's performance fails to satisfy the employer's reasonable expectations, or is otherwise unacceptable. Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the trial period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.</p> <p>WORK and HOUSING RULES</p> <p>These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Violations of any lawful, job-related employer requirements, including these Work Rules, are grounds for immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.</p> <p>1.Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property. 2.Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses. 3.Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence of alcohol or illegal drugs. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in the housing after hours.. Possession, sale, or use of any illegal drug or drug paraphernalia in the employer premises or the housing is prohibited. (See attached Company Policy – Drug Free Workplace) 4.Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by the employer. Employer does not permit excessive absences and/or tardiness.</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 Continued 5
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify his or her supervisor no later than the employee's scheduled starting time on that same day in order for it to be considered an excused absence. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence).</p> <p>5.Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen, bathroom and living areas. Employer does not permit pets of any kind. If staying in company provided housing, workers must occupy the housing unit and room assigned to them.</p> <p>6.Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters.</p> <p>7.Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat or air conditioning before leaving for work each morning. Workers must close all doors and windows while using ac/heat and during adverse weather conditions.</p> <p>8.Workers assigned to bunk beds in employer-provided housing may not separate bunk beds. All interior furniture must remain inside at all times, including couches, bar stools, tables and chairs.</p> <p>9.Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing. Employer furnishes cooking facilities and equipment. No open containers or plates of food are to be left in living quarters.</p> <p>10.Employer reserves the right to enter housing and access common areas for inspections, audits and maintenance services. Employer has the right to enter bedrooms upon reasonable advance notice and/or when occupants are present. Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles.</p> <p>11.Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand washing facilities, or to obtain drinking water.</p> <p>12.Workers may not sleep, waste time, or loiter during working hours.</p> <p>13.Workers may not leave the field or other assigned work area without permission of employer or supervisor.</p> <p>14.Workers may not enter employer's premises without authorization. No guests allowed in worker bedrooms.</p> <p>15.Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time.</p> <p>16.Workers may not entertain guests in employer-provided housing premises after 10:30 PM, except on Saturdays when guest hours end at 12:00 midnight. No persons, other than workers assigned by the employer, may sleep in housing.</p> <p>17.Workers may not deliberately restrict production or damage products/commodities.</p> <p>18.Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination.</p> <p>19.Workers are prohibited from harassing others and engaging in abusive behavior of any kind.</p>			

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 Continued 6
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination.</p> <p>20.Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination.</p> <p>21.Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination. Possessing, using, or storing lethal weapons anywhere in the housing is prohibited. "Lethal weapon" is defined as any deadly weapon which, from the manner used, is calculated or likely to produce death or serious bodily injury.</p> <p>22.Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination.</p> <p>23.Workers may not falsify identification, personnel, medical, production or other work-related records.</p> <p>24.Workers may not drive any vehicles on employer's property without proper licensing, if required.</p> <p>25.Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers.</p> <p>26.Workers must report any damage or breakdown to equipment, tools, housing or other property belonging to the employer.</p> <p>27.Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer.</p> <p>28.Workers may not misuse or remove from the field premises without authorization any employer-owned property.</p> <p>29.Workers may not accept personal gifts from employer's vendors or customers without employer's authorization.</p> <p>30.Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor.</p> <p>31.Workers must follow supervisor's instructions. Insubordination is cause for termination.</p> <p>32.Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records.</p> <p>33.Workers must obtain employer's permission to make long distance telephone calls on employer's telephone line. Employer will charge worker for the costs of any unauthorized long distance calls.</p> <p>34.Employees must report to work daily wearing work clothing and boots. Workers wearing inappropriate clothing or safety shoes to work will not be permitted to start work.</p> <p>35.Workers will use the housing provided for residential purposes only; will not conduct any business in or from their premises; will obey all laws, ordinances, and health regulations; and will do nothing that may injure the reputation or condition of the building or its owner.</p> <p>Solicitation of any kind, by guests or workers, is prohibited at all times.</p> <p>36.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 7
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers shall not cause or allow any unreasonably loud noise or activity in the housing that might disturb the rights, comforts and conveniences of other workers or neighbors. All county and city noise ordinances will be followed. Be considerate of your neighbors.</p> <p>37.Workers will not do anything or keep anything in or about the premises that in any way will increase the risk of fire or that may conflict with fire or insurance regulations. This includes air conditioners, microwave or other ovens, space heaters, hot plates, washers, dryers, and refrigerators beyond those supplied. Use of candles and other open flames is strictly prohibited in housing.</p> <p>38.Smoking is not permitted inside the housing. When smoking in designated outdoor area, any cigarette butts must be safely disposed of and not thrown on ground.</p> <p>39.Workers will not remove batteries from smoke detectors or in any other way disarm them. Do not hang any items from fire sprinklers or alarms.</p> <p>40.No grease of food can be discarded in the sinks and should be discarded in the appropriate trash receptacle. All trash (garbage) both inside and outside must be placed in the trash cans or trash dumpsters. All trash cans should have a plastic bag and lid on at all times.</p> <p>41.Workers are to notify facilities of any repairs needed to the housing unit. Workers are responsible for damages to housing except for normal wear and tear. Damages that workers will be responsible for include, but are not limited to: damaged windows or screens, broken glass, broken furniture, missing furniture, appliances, doors, bedding, etc.</p> <p>42.Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule:</p> <p>First Offense: Oral warning and correction.</p> <p>Second Offense: Written warning and unpaid leave for balance of day or next work day.</p> <p>Third Offense: Immediate termination. Worker will be asked to sign a written fact statement.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If the employer receives a fine for acts committed by a worker on the road while driving an employer provided vehicle or equipment and he or she is at fault, the fine amount will be deducted from the employees' wages when expressly authorized by the worker in writing.</p> <p>No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.</p> <p>In accordance with 8 CFR § 214.2(h)(5)(vi)(A) and 20 CFR § 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.</p> <p>FIRST WEEK'S PAY. If an applicant fails to verify the start date of need between 9 and 5 business days prior to the original date of need, then they are disqualified from the first weeks' pay obligations listed in 20 C.F.R. § 653.501(c)(3)(i).</p> <p>RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on non-discriminatory individualized factors.</p> <p>Employer will pay each worker by cash, check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is bi-weekly.</p> <p>Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). Workers are only eligible for overtime pay for workweeks in which a worker performs non-exempt work activities (in which case overtime pay will apply at 1.5 times the regular rate of pay for all hours worked in excess of 40 in such workweek).</p> <p>ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.</p> <p>SCHEDULING CHANGES. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods may occur anytime throughout the season. Workers may be assigned a variety of duties in any given day and different tasks on different days.</p> <p>REASONABLE ACCOMMODATIONS. Qualified workers with disabilities must notify the employer of any accommodations needed to perform the job. Workers must be able to perform the work required, with or without reasonable accommodations. A worker is not eligible for the job if the worker is not able to perform the job duties even with the requested accommodation, or if the employer is not reasonably able to provide the accommodation (i.e., because the accommodation would cause undue hardship on the operation of the business).</p> <p>NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.</p> <p>DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status.</p> <p>All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked.</p>			

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

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate. See Addendum A for piece rate schedule.			

n. Job Offer Information 14

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * , groceries, banking services). Exact transportation schedule for any such transportation varies depending on work location, work/weather conditions, and other factors. Use of employer-provided transportation is voluntary. Workers who decline or are ineligible for employer-provided housing are responsible for own transportation. Employer attests that it will have enough vehicles, with appropriate seating capacity, to transport all workers eligible for employer-provided transportation when necessary. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: van (standard) (quantity: 1, seats per: 12) pick-up truck (quantity: 1, seats per: 5). Round-trip travel for employer-provided transportation is equal to or less than 75 miles. Vehicle safety standards at 29 CFR § 500.104 will apply. One of the worksites is accessible by public transportation. Workers will be provided with an employer - paid bus pass, with no cost to be incurred by the worker. The Employer will offer transportation to and from employer provided housing to the non public transportation work site, at no cost to workers who qualify. The workers will be picked up at the housing locations; the time of pick-up depends on variable factors, such as weather, field location, job duties, etc. They will be returned to the housing in the same manner after their shift is done; time varying depending on the same factors. For workers unable to take advantage of the bus and/or walktowork arrangements, employer will provide transportation and may make multiple trips as necessary, so that all workers are transported safely.			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>If workers decline employer-offered transportation, employer reimburses such workers reasonable travel costs (transportation, daily subsistence, and lodging if applicable), at least-cost economy-class rates, from the place worker departed to the employer's place of employment. Travel costs that bring workers' pay below the FLSA minimum wage reimbursed in first workweek; remainder of travel costs reimbursed upon completion of 50% of the contract period. Employer arranges/provides outbound travel via common carrier mode of transportation (e.g., bus or plane) to workers who complete the contract or are dismissed early without cause. Use of employer-provided transportation is voluntary. If workers decline employer-offered transportation, employer pays/reimburses such workers reasonable travel costs (transportation, daily subsistence, and lodging if applicable) at completion of contract, based on least-cost economy-class rates. No outbound travel benefits provided to workers who resign voluntarily, abandon employment, or are terminated for cause.</p>			

p. Job Offer Information 16

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

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