

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



A. Job Offer Information

1. Job Title * Agricultural Equipment Operators								
2. Workers Needed *	a. Total	b. H-2A Workers	3. First Date * 10/1/2023					4. Last Date * 5/31/2024
	140	140						
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 *	
66	a. Total Hours	11	c. Monday	11	e. Wednesday	11	g. Friday	a. 5 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
0	b. Sunday	11	d. Tuesday	11	f. Thursday	11	h. Saturday	b. 5 : 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. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i>								
<p>Workers must be able to perform all work activities with accuracy and efficiency while working on sugarcane farms, handling manual/machine tasks associated with production and harvest activities. Weekend work required. Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time.</p> <p>The Agricultural Equipment Operator essential work activity involves loading and transport of the highly perishable sugarcane crop using farm tractor and wagons. Once the raw sugarcane crop is cut, meaning the sugarcane stalks are severed from their roots by a self-powered mechanical harvesting machine, the sugarcane is mechanically deposited into the field cart that is moved by the equipment operator to a location on the farm for loading. The operator is not hauling the harvested sugarcane off the farm. The worker will be moving it by a tractor to a location for loading after the sugarcane has been cut mechanically. The Agricultural Equipment Operator will transport the harvested sugarcane from the growing field to a location within the same field or to another close-by location on the farmer's land that is a concentration point wherein the sugarcane is then loaded onto railcars for transportation by locomotive to a sugarmill. Once arriving at the closest available concentration point, the operator must see to the safe loading of the sugarcane into a railcar. There are multiple elevator rail loading stations on its property that serve as concentration points.</p>								
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	\$ _____						
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). * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i>								
<p>The employer will make the following deductions: FICA taxes, income tax, cash advances, overpayment of wages; and charges for any loss to the employer due to the worker's damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker in writing. There will be no deductions of state income tax.</p>								



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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. 0		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 type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		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>			
Employer will conduct paid post-hire drug and alcohol testing required. Employer reserves the right to also perform periodic Random, Reasonable Cause & Post-Accident Testing. In result of a positive test, the worker will be immediately terminated and sent home. The worker will be paid for all hours, if any, worked between the first date of employment and the date of termination.			

C. Place of Employment Information

1. Place of Employment Address/Location *				
26°47'19.04"N 81°4'54.98"W				
2. City *		3. State *	4. Postal Code *	5. County *
Moore Haven		Florida	33471	Glades
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
EI Rodeo Tractor Shed				
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 *				
2610 Hookers Pt Rd				
2. City *		3. State *	4. Postal Code *	5. County *
Clewiston		Florida	33440	Hendry
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			22	391
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> *				
Southern Village				
Family housing is not available, and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
(Please begin response on this form and use Addendum C if additional space is needed.)
 The employer will provide free convenient cooking and kitchen facilities with free weekly transportation to the grocery store which enable workers to prepare their own meals.

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.)
 The employer will provide daily transportation to the place of employment, and weekly transportation to a grocery store, and laundry services once a week per employer schedule to allow the workers to obtain necessities, unless the workers requested to use their own vehicle or transportation to and from a laundry facility, and food store, utilizing twenty-three employer-owned 15-passenger buses.

 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.)
 The workers will select and pay for their own travel arrangements from their home to the consulate in Monterrey, Nuevo Leon Mexico ("Inbound Travel"). The employer will pay for costs associated with their travel to the place of employment, including hotel stay, visa fee and crossing border fee.

 See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ 15 . 46	per day *
	b. no more than	\$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions



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

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

See Addendum C

2. Telephone Number to Apply * +1 (863) 902-2329	3. Extension § N/A	4. Email Address to Apply * idelgado@ussugar.com
5. Website Address (URL) to Apply * https://seasonaljobs.dol.gov/		

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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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 * Delgado	2. First (given) name * Ismael	3. Middle initial §
4. Title * Agriculture Program Manager		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 8/11/2023
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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
	Sugarcane Harvesting Agricultural Equipment Operator	\$ 14 . 33	Hour	\$14.33 per hour guaranteed.
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		

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

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
United States Sugar Corporation	2645'7.87"N 8058'4.08"W Clewiston, Florida 33440 HENDRY	Townsite Tractor Shed	10/1/2023	5/31/2024	140
United States Sugar Corporation	2646'21.60"N 819'13.80"W Moore Haven, Florida 33471 GLADES	Nichols Pump Station	10/1/2023	5/31/2024	140
United States Sugar Corporation	2648'57.41"N 812'40.69"W Moore Haven, Florida 33471 GLADES	Benbow Tractor Shed	10/1/2023	5/31/2024	140
United States Sugar Corporation	2648'12.82"N 813'9.45"W Moore Haven, Florida 33471 GLADES	Grambling RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2647'52.48"N 811'50.96"W Moore Haven, Florida 33471 GLADES	Benbow 2 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2647'52.14"N 810'49.01"W Moore Haven, Florida 33471 GLADES	Benbow 3 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2645'55.78"N 8057'53.54"W Clewiston, Florida 33440 HENDRY	Sugarton RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2643'15.47"N 8055'13.79"W Clewiston, Florida 33440 HENDRY	Townsite 1 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2640'34.78"N 8055'13.06"W Clewiston, Florida 33440 HENDRY	Townsite 2 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2645'56.42"N 8057'35.21"W Clewiston, Florida 33440 HENDRY	Barn - SE 3408B	10/1/2023	5/31/2024	140

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 §
United States Sugar Corporation	2642'40.28"N 8057'38.71"W Clewiston, Florida 33440 HENDRY	Flaghole 1 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2642'36.09"N 8058'23.11"W Clewiston, Florida 33440 HENDRY	Flaghole 2 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2645'53.36"N 8059'28.74"W Clewiston, Florida 33440 HENDRY	Bishop Farms, Inc.	10/1/2023	5/31/2024	140
United States Sugar Corporation	2641'7.43"N 8053'32.19"W Clewiston, Florida 33440 HENDRY	Bishop Farms, Inc. - South	10/1/2023	5/31/2024	140
United States Sugar Corporation	2644'2.38"N 8052'54.91"W Clewiston, Florida 33440 HENDRY	Bishop Farms, Inc. - North	10/1/2023	5/31/2024	140
United States Sugar Corporation	2639'57.67"N 8057'48.01"W Clewiston, Florida 33440 HENDRY	Jackman North pond NW 4417AE	10/1/2023	5/31/2024	140
United States Sugar Corporation	2637'33.45"N 8057'47.14"W Clewiston, Florida 33440 HENDRY	Jackman Cane & Cattle	10/1/2023	5/31/2024	140
United States Sugar Corporation	2636'58.76"N 8057'29.45"W Clewiston, Florida 33440 HENDRY	Jackman South Ramp W 4432GH	10/1/2023	5/31/2024	140
United States Sugar Corporation	2632'33.64"N 8049'39.73"W South Bay, Florida 33493 PALM BEACH	Sunset Sugar Farms, Inc - Main Tract	10/1/2023	5/31/2024	140
United States Sugar Corporation	2639'9.44"N 8054'36.40"W Clewiston, Florida 33440 HENDRY	Griffin Pump Station NE 4423CD	10/1/2023	5/31/2024	140

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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 §
United States Sugar Corporation	2640'2.76"N 8049'16.50"W Lake Harbor, Florida 33459 PALM BEACH	Ritta DD Pump Station NE 4515CD	10/1/2023	5/31/2024	140
United States Sugar Corporation	2642'36.94"N 8051'25.39"W Lake Harbor, Florida 33459 PALM BEACH	Ritta Tractor Shed	10/1/2023	5/31/2024	140
United States Sugar Corporation	2642'40.87"N 8052'31.78"W Clewiston, Florida 33440 HENDRY	Ritta RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2640'1.20"N 8052'57.75"W Lake Harbor, Florida 33459 PALM BEACH	Townsite 3 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2639'28.87"N 8051'39.99"W Lake Harbor, Florida 33459 PALM BEACH	Vaughn 1 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2638'15.78"N 8055'2.87"W Clewiston, Florida 33440 HENDRY	Vaughn Tractor Shed	10/1/2023	5/31/2024	140
United States Sugar Corporation	2641'19.53"N 8051'50.38"W Clewiston, Florida 33440 PALM BEACH	Mott RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2638'41.85"N 8053'7.03"W Clewiston, Florida 33440 PALM BEACH	Florida Lettuce NW 45IJIM	10/1/2023	5/31/2024	140
United States Sugar Corporation	2638'16.31"N 8050'48.23"W Clewiston, Florida 33459 PALM BEACH	Vaughn 2 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2640'1.61"N 8054'7.16"W Clewiston, Florida 33459 HENDRY	JL Crossing NW 4413AB	10/1/2023	5/31/2024	140

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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 §
United States Sugar Corporation	2637'24.69"N 8055'4.04"W Clewiston, Florida 33459 HENDRY	Blumberg/Bolles NW 44AB35	10/1/2023	5/31/2024	140
United States Sugar Corporation	2632'7.63"N 8055'30.55"W Clewiston, Florida 33440 HENDRY	Concrete Barn SE 5427N	10/1/2023	5/31/2024	140
United States Sugar Corporation	2635'38.91"N 8056'50.51"W Clewiston, Florida 33440 HENDRY	L-1 Knightland NW 5409AE	10/1/2023	5/31/2024	140
United States Sugar Corporation	2627'44.58"N 8054'56.91"W Clewiston, Florida 33440 HENDRY	SFWMS STA SE6422LP	10/1/2023	5/31/2024	140
United States Sugar Corporation	2629'30.08"N 8054'58.31"W Clewiston, Florida 33440 HENDRY	Blumberg SE 6410P	10/1/2023	5/31/2024	140
United States Sugar Corporation	2642'52.05"N 8039'22.52"W Belle Glade, Florida 33430 PALM BEACH	Pride - Belle Glade	10/1/2023	5/31/2024	140
United States Sugar Corporation	2640'6.33"N 8045'11.33"W South Bay, Florida 33493 PALM BEACH	South Shore Tractor Shed	10/1/2023	5/31/2024	140
United States Sugar Corporation	2640'43.62"N 8043'51.17"W South Bay, Florida 33493 PALM BEACH	South Bay Harvest Shop	10/1/2023	5/31/2024	140
United States Sugar Corporation	2638'20.49"N 8048'51.06"W Lake Harbor, Florida 33459 PALM BEACH	Wetherald 1 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2638'20.92"N 8044'58.39"W South Bay, Florida 33493 PALM BEACH	Wetherald 5 RR Siding	10/1/2023	5/31/2024	140

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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 §
United States Sugar Corporation	2640'44.74"N 8037'27.04"W Belle Glade, Florida 33430 PALM BEACH	Prewitt 3 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2643'30.01"N 8029'52.69"W Belle Glade, Florida 33430 PALM BEACH	Florida Sugar Entrance SR 80	10/1/2023	5/31/2024	140
United States Sugar Corporation	2644'23.13"N 8039'46.87"W Belle Glade, Florida 33430 PALM BEACH	Runyon RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2647'21.44"N 8036'47.29"W Pahokee, Florida 33476 PALM BEACH	Pelican 1 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2647'53.10"N 8034'12.70"W Pahokee, Florida 33476 PALM BEACH	Martinez 2 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2643'57.16"N 8026'43.05"W Loxahatchee, Florida 33470 PALM BEACH	Pride - 20 Mile Bend	10/1/2023	5/31/2024	140
United States Sugar Corporation	2654'1.21"N 8036'37.01"W Pahokee, Florida 33476 PALM BEACH	Sand Cut SW 1714IM	10/1/2023	5/31/2024	140
United States Sugar Corporation	2650'47.20"N 8038'31.60"W Pahokee, Florida 33476 PALM BEACH	Mill Road SW 2704EI	10/1/2023	5/31/2024	140
United States Sugar Corporation	2650'57.52"N 8037'5.43"W Pahokee, Florida 33476 PALM BEACH	Bryant Village SE 2703CG	10/1/2023	5/31/2024	140
United States Sugar Corporation	2649'54.97"N 8036'46.87"W Pahokee, Florida 33476 PALM BEACH	Bryant 1 RR Siding	10/1/2023	5/31/2024	140

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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 §
United States Sugar Corporation	2652'1.52"N 8035'48.08"W Pahokee, Florida 33476 PALM BEACH	Bourne 2 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2654'0.89"N 8034'20.62"W Pahokee, Florida 33476 PALM BEACH	Bourne 3 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2647'54.31"N 8028'3.88"W Pahokee, Florida 33476 PALM BEACH	Boy Tractor Shed	10/1/2023	5/31/2024	140
United States Sugar Corporation	2649'31.70"N 8028'3.74"W Pahokee, Florida 33476 PALM BEACH	Boy 1 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2647'28.30"N 8028'3.56"W Pahokee, Florida 33476 PALM BEACH	Boy 2 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2645'23.27"N 8029'12.48"W Pahokee, Florida 33476 PALM BEACH	Big Mound Pump Station	10/1/2023	5/31/2024	140
United States Sugar Corporation	2646'12.21"N 8028'39.02"W Pahokee, Florida 33476 PALM BEACH	Boy 3 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	271'54.15"N 8036'41.09"W Port Mayaca, Florida 33438 MARTIN	Camayen Tractor Shed	10/1/2023	5/31/2024	140
United States Sugar Corporation	270'52.60"N 8014'18.58"W Hobe Sound, Florida 33455 MARTIN	Hobe Sound Tractor Shed	10/1/2023	5/31/2024	140
United States Sugar Corporation	2712'2.77"N 8034'33.72"W Indiantown, Florida 34956 MARTIN	714 Farm	10/1/2023	5/31/2024	140

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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 §
United States Sugar Corporation	2637'43.22"N 8034'8.02"W Belle Glade, Florida 33430 PALM BEACH	Browns Farm Road ramp NW 4820FKA	10/1/2023	5/31/2024	140
United States Sugar Corporation	2640'12.17"N 8032'55.97"W Belle Glade, Florida 33430 PALM BEACH	Babcock NW 4804KLA	10/1/2023	5/31/2024	140
United States Sugar Corporation	2638'50.12"N 8038'22.27"W Belle Glade, Florida 33430 PALM BEACH	Area 5 Tractor Shed SW 4708IM	10/1/2023	5/31/2024	140
United States Sugar Corporation	2637'38.19"N 8040'16.30"W Belle Glade, Florida 33430 PALM BEACH	CR827A NW 4720IJ	10/1/2023	5/31/2024	140
United States Sugar Corporation	2636'45.69"N 8040'18.54"W Belle Glade, Florida 33430 PALM BEACH	Boca Chica NW 4729IJ	10/1/2023	5/31/2024	140
United States Sugar Corporation	2635'46.92"N 8037'26.29"W Belle Glade, Florida 33430 PALM BEACH	Bolles RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2638'2.18"N 8037'47.94"W Belle Glade, Florida 33430 PALM BEACH	Prewitt 4 RR Siding	10/1/2023	5/31/2024	140
United States Sugar Corporation	2635'41.37"N 8038'23.58"W Belle Glade, Florida 33430 PALM BEACH	Duda Packing House SE 4734IM	10/1/2023	5/31/2024	140
United States Sugar Corporation	2638'28.95"N 8028'12.95"W Belle Glade, Florida 33430 PALM BEACH	Knight Shop	10/1/2023	5/31/2024	140
United States Sugar Corporation	2628'49.41"N 8027'15.54"W Belle Glade, Florida 33430 PALM BEACH	Prudential Pump Station SW 6904RVX	10/1/2023	5/31/2024	140

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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 §
United States Sugar Corporation	2638'5.79"N 8028'54.53"W Belle Glade, Florida 33430 PALM BEACH	Knight Hanger SW 4918KOB	10/1/2023	5/31/2024	140
United States Sugar Corporation	2640'11.57"N 8028'7.89"W Belle Glade, Florida 33430 PALM BEACH	Knight Section 5 Ramp NW 4905IJA	10/1/2023	5/31/2024	140
United States Sugar Corporation	2644'9.97"N 8115'40.42"W Clewiston, Florida 33440 HENDRY	Lexington Parkway South	10/1/2023	5/31/2024	140
United States Sugar Corporation	2635'11.32"N 81 1'35.33"W Clewiston, Florida 33440 HENDRY	Hill Grade Tractor Shed	10/1/2023	5/31/2024	140
United States Sugar Corporation	2641'37.36"N 81 7'51.88"W Clewiston, Florida 33440 HENDRY	Poweline Rd./ CR 833 NE 4204CD	10/1/2023	5/31/2024	140
United States Sugar Corporation	2641'30.66"N 8115'32.35"W Clewiston, Florida 33440 HENDRY	Poweline Rd./ Collins Slough	10/1/2023	5/31/2024	140
United States Sugar Corporation	2641'30.31"N 8118'31.36"W Clewiston, Florida 33440 HENDRY	FPL Solar Farm Gate SW 3035MN	10/1/2023	5/31/2024	140
United States Sugar Corporation	2643'43.30"N 8115'42.70"W Clewiston, Florida 33440 HENDRY	Collins Slough NE 3119KL	10/1/2023	5/31/2024	140
United States Sugar Corporation	2640'16.03"N 8115'28.38"W Clewiston, Florida 33440 HENDRY	Collins Slough Tractor Shed W 4108BE	10/1/2023	5/31/2024	140
United States Sugar Corporation	2636'20.44"N 8115'27.48"W Clewiston, Florida 33440 HENDRY	CR 832 / Collins Slough Road SW 4132MN	10/1/2023	5/31/2024	140

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 §
United States Sugar Corporation	2631'47.08"N 81 2'28.28"W Clewiston, Florida 33440 HENDRY	Dooley Grade South SW 5332DA	10/1/2023	5/31/2024	140
United States Sugar Corporation	2634'43.92"N 81 5'10.62"W Clewiston, Florida 33440 HENDRY	Hill Grade West NW 5212O	10/1/2023	5/31/2024	140
United States Sugar Corporation	2720'21.00"N 8114'11.28"W Sebring, Florida 33870 HIGHLANDS	Area 7 Office	10/1/2023	5/31/2024	140
United States Sugar Corporation	2720'1.33"N 8112'50.91"W Sebring, Florida 33870 HIGHLANDS	Torpedo Northwest NE 6122I	10/1/2023	5/31/2024	140
United States Sugar Corporation	2718'37.01"N 8112'36.55"W Sebring, Florida 33870 HIGHLANDS	Torpedo Southeast ramp NW 6134G	10/1/2023	5/31/2024	140
United States Sugar Corporation	2719'34.15"N 8112'36.62"W Sebring, Florida 33870 HIGHLANDS	Torpedo Tractor Shed SW 6127C	10/1/2023	5/31/2024	140
United States Sugar Corporation	2717'58.17"N 8115'43.68"W Sebring, Florida 33870 HIGHLANDS	Wild Island Southwest SW 6131IN	10/1/2023	5/31/2024	140
United States Sugar Corporation	2718'53.16"N 8113'7.66"W Sebring, Florida 33870 HIGHLANDS	Wild Island Southeast SE 6128OP	10/1/2023	5/31/2024	140
United States Sugar Corporation	2721'32.86"N 8111'8.31"W Sebring, Florida 33870 HIGHLANDS	Wild Island Notheast SW 6111OP	10/1/2023	5/31/2024	140

D. Additional Housing Information



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers are screened for compliance with the following criteria: a) confirmability, availability, qualifications, and willingness to perform work described and confirm the intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Nonlocal workers confirm availability of transportation to the job site to begin work; c) confirmation of full disclosure of all terms, conditions, and nature of work; d) confirmation of legal qualifications to work in the US. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if the employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p> <p>All referrals are encouraged to contact their nearest career center for pre-employment screening before contacting employer. All referrals are to be made to Ismael Delgado at 211 Ponce de Leon Avenue, Clewiston, FL 33440 Telephone: 863- 902-3229. Collect calls will not be accepted. Walk-in applicants will be accepted from 8 AM- 11:30 AM. The office hours are Monday thru Friday from 8:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer. All interstate applicants are encouraged but not required to first contact the nearest [one-stop] career center prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, an application may be sent to the employer, or a telephone interview may be requested. The employer will contact all applicants who have submitted an application by phone to conduct an interview.</p> <p>Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer and workers must have transportation to the designated pickup location.</p> <p>All hired referred and walk-in applicants will be required to submit original documents of identity and employment eligibility sufficient to complete the I-9 Form within 3 days of employment. All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation workers (U.S. and foreign H-2A), employed in the occupation described in this job order.</p>			

b. Job Offer Information 2

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Cont.
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will provide a charter bus to transport the workers from the Monterrey, Nuevo Leon, Mexico to the place of employment at no cost to the workers. Workers will also select and pay for their own travel arrangements from the place of employment back to the place from which the worker departed, or to the worker's next contracted job opportunity ("Outbound Travel"). Workers will be reimbursed for Inbound Travel and related daily subsistence expenses incurred in their first paycheck. Outbound Travel and related daily subsistence expenses will be provided to the worker in their final paycheck, except if those expenses will be paid by a subsequent employer as described in 20 CFR § 655.122(h)(2). Reimbursements will be no less than the most economical and reasonable common carrier transportation charges for the distances involved. The employer attests to abide by all guidelines listed within items 7.a & 7.b of Conditions of Employment and Assurances.</p>			

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Cont.
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers will be picked up at the beginning of the workday from the housing site and returned at the end of the workday. All transportation is employer provided and at no cost to the workers. Daily transportation to and from the worksite is available to all workers, including those who do not reside in employer-provided housing.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - GENERAL RULES - I
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * <ul style="list-style-type: none"> •You must respect the rights of others while working & living in company housing. Disturbing the peace, fighting, littering, loud music and other unruly behavior will not be tolerated and will result in immediate eviction and up to termination. Workers may not fight on employer's premises, including housing, at any time. •Workers must comply with all rules to discipline, attendance, safety, work quality and efforts, care & maintenance of all employer's property. •The Housing Supervisor and/or his designee have the right to inspect each housing unit at any time without notice. •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. •Workers are not allowed use, sell, possess and manufacture illegal drugs or alcohol on company premises including company housing. Workers will not report for work under the influence of alcohol or illegal drugs. Alcoholic beverages or illegal drugs will not be transported in any company vehicle. Excessive consumption of alcohol or drunkenness leading to unruly behavior, fights, or damage to property may lead up to serious disciplinary action including termination. •Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness. Workers must report any absence from work within 72 hours from the workers schedule workday. Employer may terminate any worker who abandons employment. •(3) consecutive workdays of unexcused absence per company policy). 			

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e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - GENERAL RULES - II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <ul style="list-style-type: none"> •Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair. •Workers must cooperate in maintaining cleanliness in their assigned housing unit. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them. •Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters. •Workers living in employer-provided housing must turn off all lights, closed all windows and doors, electronics before leaving for work each morning or when leaving to work. •Workers assigned to bunk beds in employer-provided housing may not separate bunk beds. Only the Housing Supervisor can assign housing - your supervisor does not have this authority. You cannot change your housing assignment without prior permission from the housing supervisor. Unauthorized movement may result to disciplinary action. •Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing. Employer furnishes cooking facilities and equipment. •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. •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. •Workers cannot sleep, waste time, or loiter during working hours. •Workers may not leave the field or other assigned work area without permission of employer or supervisor. •Workers may not enter employer's premises without authorization. •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. 			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - GENERAL RULES - III
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <ul style="list-style-type: none"> •Workers may not have visitors in employer-provided housing unless authorized by the Housing Supervisor and only during scheduled day off and during visiting hours. No persons, other than workers assigned by employer, may sleep in housing. •Workers may not deliberately restrict production or damage property, products/commodities. •Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination. •Workers may not carry, possess, or use any dangerous or deadly weapon on company property including company housing. Workers who violate this rule may be subject to immediate termination. •Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination. •Workers may not falsify identification, personnel, medical, production or other work-related records. •Workers may not drive any vehicles on employer's property without proper licensing, if required. •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. •Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer to the worker's supervisor. 			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - GENERAL RULES - IV
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <ul style="list-style-type: none"> •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. •Workers may not misuse or remove from the farm premises without authorization any employer-owned property. •Workers may not accept personal gifts from employer's vendors or customers without employer's authorization. •Workers must obey all safety rules and common safety practices. Workers must report all injuries or accidents immediately to the employer or immediate supervisor. •Workers must follow supervisor's instructions. Insubordination is cause for termination. •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. •Workers may not make long distance phone calls on the employer's phone without employer's explicit permission. •Except as otherwise noted above, employees who violate any of these Safety and/or Work Rules will be disciplined according to the following schedule: Verbal Warning, Written Warning, Suspension, Termination. 			

h. Job Offer Information 8

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

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i. Job Offer Information 9

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

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Termination or Other Discipline: Employer may discipline and/or terminate the worker from their employment with notification to the Job Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow housing rules; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses to work in accordance with directions or otherwise demonstrates that they are unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) or other job-related reasons; (f) falsifies identification, personnel, medical or other work-related records; (g) commits acts of violence towards another employee or third party; (h) has a record of a criminal conviction or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p> <p>In general, with respect to Item A(b) above, serious acts of misconduct include but are not limited to one or more of the following: theft from the employer or other workers; fraud or falsifying work related records, intoxication during the work day; use of illegal drugs; disobeying a reasonable instruction given by the employer, supervisor or manager; abusing or threatening other employees or a supervisor or manager; spitting on another employee, using profanity or other demeaning words towards another employee; engaging in physical or verbal bullying or harassment of another employee engaging in conduct which physically harms another employee or damages the employer's or another worker's personal property.</p> <p>Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and continuously that are reasonable under the working conditions. Each worker must clean their work area each day and dispose of trash and discarded items in provided receptacles. The employer will report workers who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs.</p>			

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k. Job Offer Information 11

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

l. Job Offer Information 12

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

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules - I
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>General:</p> <ol style="list-style-type: none"> 1.Keep house Clean 2.Sweep all floors daily 3.Mop all floors weekly 4.Do not leave trash in yard 5.DO NOT DAMAGE HOUSE 6.No loud music or parties after dark 7.Do NOT leave A/C on during the day 8.Do not cover/remove smoke alarms 9.Do not remove heaters/fire extinguishers from home 10.Do not use extension cords 11.Do not remove/tear screen on doors/windows 12.No fighting or weapons will be allowed 13.No alterations to units are allowed 14.No consumption of alcohol or illegal substances are permitted <p>Bathroom:</p> <ol style="list-style-type: none"> 1.Flush toilet paper after every use 2.Place toilet paper, after use, in toilet before flushing. Don't put in waste basket. 3.When dirty, clean off surfaces: top of toilet bowl, sink and shower 4.Take out waste basket when full 			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules - II
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Bedroom:</p> <ol style="list-style-type: none"> 1.Make your bed 2.Do not take beds apart or move beds 3.No guest allowed staying overnight 4.Keep personal belongings in own space 5.No food is allowed to be stored in bedrooms <p>This housing is being offered to from your employer as an extra benefit from this company. You have to be employed by this company in order to be permitted to live in the housing provided. Non-employees are not permitted to stay at the worker housing. Tenancy is from week to week. In the event that your employment ceases, workers will have reasonable time to find alternative housing.</p> <p>Your housing unit can be and will be inspected by a company representative weekly or monthly by the Department of Health. These inspections are to help assure that all housing units are maintained in healthy and neat conditions.</p> <p>**IMPORTANT</p> <p>You are responsible for ALL damages done to your housing unit during your stay. Any damages that are not caused by normal wear and tear will be deducted from your pay. Continuous violations of the housing rules can result in your termination of employment as well as your right to live at the housing provided by the company.</p> <p>NOTE: The Company makes a big effort in finding good and secure housing for everyones convenience. It is important that you avoid leaving valuable items as well as money in the housing units when you leave. The company will be not responsible for any stolen items from the housing units.</p>			

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o. Job Offer Information 15

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Information About Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>In accordance with 8 CFR § 214.2(h)(S)(xi)(A) and 20 CFR § 655.1350)-(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>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 individual factors including work performance, skill, and tenure.</p> <p>Employer will pay each worker by either pay card, and/or direct deposit (employee pays any associated fees if he/she decides to use ATM or other sources outside the participating institutions/ATM'S) with a detailed wage statement. The payroll period is weekly, paid on Thursdays subject to change if necessary. In case of emergency, paychecks may be issued to the workers.</p>			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The agricultural equipment operator before moving their assigned tractor on the farm, the operator will complete a pre-trip inspection of the tractor, wagons, harvester, and other equipment used in the process of harvesting sugarcane. The inspection is including adding engine fluid, checking brakes and tires, and fueling equipment. The operator is required to complete each step of the transportation process from the in field loading station through the off-loading onto rail cars at the farm's closest available concentration point as directed by a designated representative of the harvest superintendent, as part of necessary field-to-processing facility activities for the sugarcane crop harvest.</p> <p>The agricultural equipment operator plays multiple essential steps in the on-farm work of harvesting the sugarcane crop. Other general duties include the following: operation of combine, payloaders (wheel loader), loading ramp, dumping cable, bulldozer, drive, attach, and operate farm tractors fitted with road dust control equipment, burn tanks, drip torches, parts trailers, fuel tanks and water tanks that are integral to the work of timely and efficiently loading, moving and off-loading harvested sugarcane, a perishable agricultural crop, from the growing field directly to the closest available field rail concentration point on the farm.</p> <p>Additional tasks: Perform ditching, shoveling, hoeing, hauling, ground preparation, and other manual tasks. Bending, stooping, and kneeling required. Use hand tools including but not limited to hoes, shovels, shears, clippers, loppers, and saws. Lift, carry, and load/unload products or supplies. Operate pressure washer, light tower, and air compressor. Assist with farm building/field maintenance and repairs. Clean harvesting equipment and loading stations as needed.</p> <p>Harvesting Supervisors 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 proficient manner without close supervision.</p>			

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q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - II
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Workers must operate all equipment properly and, in a manner, that protects the operator, other employees, the employer's products and property. Failure to comply with safety requirements and operating instructions may result in disciplinary action up to and including immediate termination. Must wear assigned personal protective equipment when required. Must report for work daily wearing work clothing and sturdy work boots. Workers wearing clothing inappropriate for work or not having proper footwear will not be permitted to start work. Workers must have their company issued identification (ID) with them at all times to clock-in and clock-out when required. Any employee who does not have their company ID will not be permitted to work that day.</p> <p>Outdoor work is required. Conditions include rain, winds, direct sun, high humidity and extreme temperatures. Temperatures in fields during working hours may vary. Workers may be required to work during occasional rain showers not severe enough to stop field operations. Work is done outdoors for long periods of time and may require prolonged sitting, standing and/or walking, repetitive movements, and frequent bending and/or stooping. Workers must be able to handle, lift, and carry heavy or bulky objects (product, containers) in accordance with the specified lifting requirements.</p> <p>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 for both drugs and alcohol.</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 drive company vehicles, may transport other workers.</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - III
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times.</p> <p>The employer may offer 2 shifts and a possible mid shift per 24 hours. Based on our staggered schedule, start and end times will change due to weather and crop conditions. Each worker is assigned to a shift. Workers may be required to work the night shift. The company will try to give the worker as much notice as possible when changing shifts are required.</p> <p>Typical work shifts: (Shift 1) 5:00 a.m. to 5:00 pm; (Shift 2) 5:00 p.m. to 5:00 am; (Mid shift) 2:00pm to 2:00am.</p> <p>Worker will report to work at the designated time and place as directed by the supervisor. Normal work time is 5:00 to 5:00 day or night shift, except if you are asked to work in the mid-shift, however 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. 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. Each worker will have a designated day off. If a worker is offered and agrees to work more than the scheduled hours during the workweek, then they must still report to work on their scheduled days. Arrangements must be made in advance and approved by worker's supervisor. Choosing to work longer hours during the week does not exclude the worker from working each scheduled workday. Not reporting for work on your scheduled workday will be counted as an unexcused absence. The worker must report to work at designated time and place at the beginning of each shift. The worker may be requested, but not required, to work as much as 12 hours per shift, and/or on the worker's Sabbath, depending on weather and other conditions. Worker will report to work at designated time and place as directed by their supervisor.</p>			

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s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - IV
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Persons seeking employment in this position must be available for the entire harvest season period requested by the employer. All workers will be subject to a trial period of up to seven days during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker if the employer reasonably finds worker's performance during the trial period to be unacceptable.</p> <p>All workers will be subject to a seven-day trial period, during which the employer will evaluate workers' performance of required tasks. 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.</p> <p>These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Repeat or severe violations of the Work Rules may result in immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.</p> <p>ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES REASONABLE ACCOMMODATIONS. Workers should be able to do the work required with or without reasonable accommodations.</p> <p>The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.</p> <p>Non-workers will not be permitted at the work sites or on company property without permission from the employer. Importantly, no non-working minor children under the age of 18 shall be present at the work site or left unattended in vehicles at the worksite during the day. Workers arriving at the worksite with non-working minor children or other non-workers will be sent home.</p>			

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Range of Hours:
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Hourly work schedule: Shift 1 (5:00 am to 5:00 pm) Shift 2 (5:00pm to 5:00 am) Mid-shift (2:00 pm to 2:00 am)</p> <p>Eleven (11) hours per day, Monday through Saturday, is normal, however the worker may be requested but not required to work additional hours per day and the Sabbath and/or federal holidays and Sunday, depending upon the conditions of the crop, weather, maturity of the crop and market conditions. All workers will be required to take a 60- minute lunch period in order to rest and eat their noon meal.</p>			

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