



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

A. Job Offer Information

1. Job Title * Farmworker: Diversified							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	175	49	3. First Date * 10/24/2023	4. Last Date * 6/15/2024			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						☐ Yes ☒ No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
58	a. Total Hours	10	c. Monday	10	e. Wednesday	10	g. Friday
0	b. Sunday	10	d. Tuesday	10	f. Thursday	8	h. Saturday
						a. 7 : 00	☒ AM ☐ PM
						b. 5 : 30	☐ AM ☒ PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 14 .33		☒ HOUR ☐ MONTH		\$ 00 .00		N/A	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						☐ Yes ☒ N/A	
10. Frequency of Pay: * ☒ Weekly ☐ Biweekly ☐ Other (specify): N/A							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
☒ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3. Training: number of <u>months</u> required. *	
3		0	
4. Basic Job Requirements (check all that apply) §			
☐ a. Certification/license requirements		☒ f. Exposure to extreme temperatures	
☐ b. Driver requirements		☒ g. Extensive pushing or pulling	
☐ c. Criminal background check		☒ h. Extensive sitting or walking	
☒ d. Drug screen		☒ i. Frequent stooping or bending over	
☒ e. Lifting requirement <u>80</u> lbs.		☒ j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		☐ Yes ☒ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below)			
See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
Jamerson Farms - 12500 Green Meadow Road			
2. City *	3. State *	4. Postal Code *	5. County *
Fort Myers	Florida	33913	Lee
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
Employer reserves the right to move workers between worksites as needed.			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			☒ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *			
785 A Road			
2. City *	3. State *	4. Postal Code *	5. County *
LaBelle	Florida	33935	Hendry
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		1	40
9. Identify the entity that determined the housing met all applicable standards: *			
☒ Local authority ☐ SWA ☒ Other State authority ☐ Federal authority ☐ Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
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? *			☒ Yes ☐ N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *

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

Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Workers residing in employer-provided housing will be provided free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services, and employer-provided laundry 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, the 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 will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier (van or bus) transportation charges for the distances involved for both inbound and outbound transportation.

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/applicants from all sources. Interview required - conducted at no cost to applicant, via phone or in-person. Employer will conduct interview as expeditiously as possible. Contact employer Monday through Friday during the hours of 8:00 AM - 1:00 PM at (Juan Medina, (239) 229-0965). Employer will hire those who meet the following conditions: be able, willing, and available to perform the specified job duties for the duration of the contract period; have been apprised of all material terms and conditions of employment; agree to abide by all material terms and conditions of employment; be legally authorized to work in the United States; and satisfy all minimum job requirements.

Referring State Workforce Agency (SWA) is responsible for informing applicants of all terms and conditions of employment, and to notify the employer in advance of any referrals. If appropriate, the SWA should furnish translator services.

2. Telephone Number to Apply * +1 (239) 229-0965	3. Extension § N/A	4. Email Address to Apply * juanm2278@yahoo.com
5. Website Address (URL) to Apply * N/A		

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☒ Yes ☐ 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)(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 * Medina	2. First (given) name * Juan	3. Middle initial §
4. Title * President		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 9/7/2023
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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 §
Jamerson Farms	1005 B Road Labelle, Florida 33935 HENDRY		10/24/2023	6/15/2024	49
Jamerson Farms	12500 Green Meadow Road Fort Myers, Florida 33913 LEE		10/24/2023	6/15/2024	49
Jamerson Farms	1277 County Road 830A Felda, Florida 33930 HENDRY	NONE	10/24/2023	6/15/2024	49

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 *
☒ Employer-provided ☐ Rental or public accommodations	885 A Road LaBelle, Florida 33935 HENDRY		2	20	☒ Local authority ☐ SWA ☒ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	321 7th Avenue Labelle , Florida 33935 HENDRY		1	20	☒ Local authority ☐ SWA ☒ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☒ Rental or public accommodations	910 Tropicana Street Labelle, Florida 33935 HENDRY		1	20	☒ Local authority ☐ SWA ☒ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	4369 S SR 29 Labelle , Florida 33935		3	173	☒ Local authority ☐ SWA ☒ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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



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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) * Worker must possess the physical strength and endurance (ability to continue or last) to repeat the harvest process though out the workday, working quickly and skillfully to perform activities assigned during that activity. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc., may affect worker?s ability to perform the work described herein. Successful applicants will be subject to a trial period of up to 2 days during which their performance of required tasks will be evaluated. If the performance is not acceptable to the employer in its sole discretion the worker will be terminated. Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations. Crops: Cucumbers, Bell Peppers, Egg Plant and Squash and Onions. Workers will plant, cultivate, harvest and pack crops. Workers will aid in irrigation and operate farm equipment such as tractors. Workers will install and uninstall plastic. Cucumber - Plant, cultivate and harvest cucumbers, lay plastic, cutting ditches, riding the plastic machine to collect and feed, walk behind the plastic machine and cut plastic at each ditch, tuck plastic, cleaning up and picking up/burning trash, handling food safety-bucket/general cleaning, weeding, picking, planting, plastic repair, pull plastic, reset, complete weather related horticultural/cultivation tasks, clean beds, cover cloth labor, driving field truck, driving tractor, applying fertilizer, maintain irrigation, maintain water and pack at packing house. Squash and Eggplant - Lay plastic, cutting ditches, riding the plastic machine to collect and feed, walk behind the plastic machine and cut plastic at each ditch, tuck plastic, cleaning and picking up/burning trash, handling food safety-bucket/general cleaning, weeding, picking, planting, field packing, plastic repair, pull plastic, reset, complete weather related horticultural/cultivation tasks, clean beds, cover cloth labor, driving field truck, driving tractor, applying fertilizer, maintain irrigation, maintain water and pack at packing house. Bell Peppers -Lay plastic, cutting ditches, riding the plastic machine to collect, and feed, walk behind the plastic machine and cut plastic at each ditch, tuck plastic and picking up/burning trash, handling food safety-bucket/general cleaning, weeding, picking, planting, field packing, plastic repair, pull plastic, reset, complete weather related horticultural/cultivation tasks, clean beds. Workers will install/remove cover-cloths, drive field trucks, drive tractors, apply fertilizer, maintain irrigation, maintain water and pack at packing house.			

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) * Worker must authorize in writing all voluntary deductions, such as cash advances\loans, health insurance payments, cell phones, and other services to benefit the worker. Employer will make all deductions required by state/federal law, if applicable, such as: FICA, federal, state and/or local income tax withholding. Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions.			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Must be physically able to meet and perform all job specifications stated in job order. Must be able to work in the hot humid weather for extended periods of time. Workers are subject to random drug testing at no cost to the employee. All drug testing will occur after the worker begins his or her employment and is not a part of the interview process. Failing or refusing a drug test will result in immediate termination. No glass is allowed in any work areas.			

d. Job Offer Information 4

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 only available to workers and is not offered to non-working family members. Employer possesses/controls premises at all times. Female workers will be provided bedroom and bathroom facilities shared only with other female workers. Common areas of housing may be shared with male workers. Workers must vacate housing promptly at end of contract period or upon termination. If one has not already been performed at the time of this filing, the employers requests an inspection of the properties.			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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>) * Employer will provide free daily transportation via the following vehicles authorized to transport workers: 1 Commercial International Bus - 45-person capacity 1 Commercial Thomas Bus - 45-person capacity 1 Commercial Thomas Bus - 45-person capacity			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Inbound and return transportation provided from the foreign worker's home city to the U.S. consulate and from the U.S. Consulate to the work site. Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in accordance with H-2A regulations and FLSA wage requirements. For non-commuting domestic workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place the worker departed from to the employer's place of employment. Employer pays/reimburses outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause.			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Rules 1-9
3. Details of Material Term or Condition (up to 3,500 characters) * HOUSING RULES This housing is temporary in-season housing provided for migrant agricultural workers employed by employer. who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing. 1.Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor. 2.Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants. All beds must be kept elevated at least 12 inches from the floor. 3.Workers must not remove light bulbs from the lights in the housing. 4.Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor. 5.Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor. 6.Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition. No person with a contagious disease should work in preparing, cooking or handling of the food. 7.The following is not allowed in any sleeping rooms: Electric stoves, gas stoves, hot plates, toaster ovens, refrigerators, electric heaters, air conditioning units, and open flames of any kind. 8.Occupants are forbidden from removing batteries from smoke detectors for any reason. 9.Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids MUST remain on these receptacles at all times as required by law.			

h. Job Offer Information 8

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Rules 10-25
3. Details of Material Term or Condition (up to 3,500 characters) * 10.Workers living in employer's housing may have guests on housing premises so long as there is no behavior hurtful to others. No persons, other than workers assigned by employer to a room, may sleep in any room. Workers may not entertain guest in or on housing premises after 9:00 p.m. Sunday through Friday, nor after 12 midnight on Saturday. 11.Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. on work nights, or after 12:00 p.m. on Saturday night. 12.Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing. 13.Workers are not to remove the paper tag from the fire extinguishers. Extinguishers are to remain in their holder. 14.No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time. 15.Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer. 16.Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer. 17.Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. Do not remove storage boxes provided for storing clothes and personal articles. 18.Workers will be discharged for stealing from the employer or from other workers. 19.The use or possession of illegal drugs will be cause for immediate termination and removal from the housing. 20.Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law. 21.Common drinking cups are not permitted to prevent the spread of disease and illness. 22.Workers must keep toilet rooms lighted during the day and night. 23.Workers must not feed any stray animals at the housing facilities. Report any stray animals to employer or designated supervisor. 24.Workers must leave all stick props in the windows so that windows can be propped open in warm weather. Workers must not remove screens or screen mesh material from windows or doors. 25.Workers must not remove self-closing devices from doors. IN THE EVENT OF AN EMERGENCY OR LIFE-THREATENING SITUATION, CALL 911. THE LOCAL AUTHORITIES WILL HAVE SOMEONE RESPOND, DEPENDING ON THE SITUATION ? AN AMBULANCE, THE FIRE DEPARTMENT OR THE POLICE WILL RESPOND.			

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 *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Additional housing information: Free family housing is not available and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must vacate the housing upon termination of employment, within one payroll period, in compliance of local/state tenancy laws. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Housing will be kept clean & in compliance with OSHA farm labor camp standards when occupied. The housing must remain in compliance with OSHA standards during the period of occupancy. Occupants must cooperate with the employer & other workers in maintaining the housing unit in a clean condition & good repair. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the grower to be out of compliance with any federal, state or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards.			

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Meal Provision Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers residing in employer-provided, housing employer have the option to purchase meals. For workers that select this option, the employer will provide three daily meals in accordance with 20 CFR 655.122(g). 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. The employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services, and laundry services). Dining and other common areas are shared by all workers.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules 1-15
3. Details of Material Term or Condition (up to 3,500 characters) * The following other work rules are intended to provide examples of prohibited conduct, and to provide standards of conduct and performance expected of workers by the employer. Workers are expected to comply with all rules in this job order, including these other work rules, and any other lawful job-related employer requirements. Violation of any rule in this job order, including these other work rules, and other lawful job-related employer requirements, will be considered grounds for disciplinary action, up to and including termination. This is not an all-inclusive list. 1.Worker must perform his/her assigned work in a careful, workmanlike manner in accordance with the provision of the job order. 2.The illegal possession, illegal use or illegal distribution of drugs on company property, while performing work on others' property, housing property, or in company vehicles/equipment is strictly prohibited. The possession, use or distribution of alcoholic beverages on worksites, or in company vehicles/equipment is strictly prohibited. Anyone suspected to be under the influence of drugs or alcohol will not be permitted to work. Worker may be required to take a drug and/or alcohol test. Worker may not fail or refuse to take such tests. 3.Excessive absences and/or tardiness will not be tolerated. Employees are expected to be present, on time, able, ready, and willing to perform the assigned work every workday. Two consecutive days of unexcused absences or three in a 30-day period. Violation will be CAUSE FOR IMMEDIATE TERMINATION. Five consecutive days of unexcused absences is considered abandonment of their position. Worker must report at assigned time and place each workday as directed by the crew leader and/or supervisor Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days. WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS. 4.Worker may not take unauthorized breaks from work. 5.Worker may not leave the field or other assigned work area without permission of supervisor. 6.Worker may not enter employer's premises without authorization. 7.Worker may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the supervisor. 8.Worker may not deliberately restrict production. 9.Worker may not possess weapons or ammunition on company property, while performing work on others' property, on housing property, or in company vehicles/equipment. Worker may not verbally or physically threaten another person with any tool or weapon. 10.Worker may not display immoral or indecent conduct on company property, while performing work on others' property, on housing property, or in company vehicles/equipment. 11.Worker may not engage in harassment of others. 12.Worker may not tamper with vending or cash machines. 13.Only the employees of the company are allowed on company property, on housing property, or in company vehicles/equipment. No others are allowed without permission from a supervisor. 14.Worker will be discharged for fighting, horseplay, or scuffling on company property, on housing property, or in company vehicles/equipment.			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules 16 -29
3. Details of Material Term or Condition (up to 3,500 characters) * 16.Worker may not falsify identification, personnel, medical, production or work-related records. 17.Worker may not willfully abuse or destroy any machinery, vehicle, equipment, tools or other property belonging to the employer or to others. 18.Worker may not use or operate vehicles, machines, tools, equipment or property to which the worker has not been specifically assigned by his crew leader and/or supervisor. Worker may not use or operate vehicles, machines, tools, equipment or property for their personal use unless expressly authorized by the employer. 19.Worker may not misuse, remove, or attempt to remove company possessions from company property, from housing property, or from company vehicles/equipment without authorization. Worker may not misuse, remove or attempt to remove fellow workers possessions. 20.Worker may not abuse, write or mark on, or destruct company possessions or possessions of others. 21.Worker must obey all safety rules, common safety practices and operating instructions. Worker must report any injuries or accidents to their supervisor or their employer as soon as possible. Unsafe work behavior or failure to report an unsafe situation will subject the worker to disciplinary action. 22.Worker must follow crew leader and/or supervisor's instructions. 23.Worker may not commit acts of insubordination, including, but not limited to, the refusal to perform assigned work, the use of malicious or profane language toward crew leaders or supervisors, or other conduct which fails to regard authority or undermines the authority of a crew leader or supervisor. 24.After the training period, worker is expected to possess the skills necessary to perform the job described in the job order. 25.Worker will not knowingly engage in any type of behavior or take any action that might cause the employer to be out of compliance with any local, state, or federal law. 26.Worker must not drop paper, cans, bottles and other trash in fields, packinghouse, company property, others' property, housing property, or in company vehicles/equipment. Trash and waste receptacles must be used. 27.Personal vehicles are not allowed in the fields. Personal vehicles will need to be left at designated location as set by the employer. 28.All personal entertainment devices are prohibited at work-Do not bring these to work with you. 29.Workers may not use cell phones, theirs or the employers, for personal use during the work period. Workers may carry and are encouraged to use cell phones in the case of a bona fide emergency. The employer is not responsible for lost or damage phones.			

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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 - Additional Job Qualifications and Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective their first date of work. Failure to comply with the request or testing positive will result in immediate termination. Duty to leave: Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer. Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management. This employer strongly urges the reporting of all incidents of discrimination, harassment, bullying, intimidation, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management. Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended. Employer will not tolerate any type of harassment or intimidation of fellow workers. If you are threatened or intimidated in any way you should report this to upper management immediately.			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Qualifications and Requirements Continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Harassment: The employer committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of sexual harassment. Any type of sexual harassment is grounds for immediate termination. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behaviour, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behaviour, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites. Just because someone does not object to inappropriate behaviour in the workplace at the time, it does not mean that they are consenting to the behaviour. Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work. Prohibition of charging fees: No workers are allowed to charge other workers any fees. This includes kickbacks, bribes, recruitment, attorney, processing, placement fees to include, free labor, or any other type of fee or service. Workers being asked for fees or services should report this immediately to employer. Workers caught charging or requesting fees will be terminated immediately.			

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H. Additional Material Terms and Conditions of the Job Offer

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 Pay Information Continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, but may be subject to state overtime requirements if applicable. If the prevailing wage or AEWR increases during the contract period, the employer will pay the higher rate upon notification from the Department of Labor. Raises and/or bonuses may be offered to any seasonal worker employed under this job order, at the company's sole discretion, based on individual factors including but not limited to work performance, skill, and tenure. Employer expressly prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. The employer attests they will not seek or receive payment of any kind from workers for anything related to obtaining the H-2A labor certification, including the employer's attorney or agent fees, application fees, or recruitment costs.			

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 Continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers will prepare fields for planting. One duty will be the installation of the plastic. Worker's will weed crops by hand or with a hoe. Workers will apply fertilizer, and aid in irrigation. Workers will remove the vegetable (listed above) from the plant according to size and maturity that will be able to be packed and shipped. Then the produce will be placed in a six-gallon picking bucket. After bucket is full the workers will and carry the bucket to a flatbed truck or flatbed field trailer. A person on truck or trailer will receive the full buckets. This person will either dump the produce in plastic bin or set the full bucket on the truck or trailer. The person on the truck on the trailer will tally the picker each time they take a full bucket. This process will be repeated throughout the day until the scheduled field is picked. Workers may be required to tie, stack, drive stacks and trellis plants. Packing: Workers will perform various duties associated with packing the employer's product this will be done on a farm. Farm Equipment Operation- Workers may be required to operate various farm equipment including trucks and tractors. Only properly licensed drivers will be permitted to operate farm vehicles. Workers must take care to operate all equipment safety and follow all safety requirements outlined by the employer. Workers will also perform mechanical repair of equipment when needed. During certain duties, workers may be required to work in teams to accomplish a certain task. When engage in teamwork activities workers must coordinate with other members of the team to accomplish the task. The employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able to but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product. Farm, Field, and Shed Sanitation: All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm, and shed sanitation duties. GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Work may begin at daylight. Work is performed during all weather conditions and in temperatures ranging from 15 degrees F to 120 degrees F. Worker may lift and move objects in excess of 75 pounds. Worker should be able to work on his/her feet and/or in bent position for long periods of time. Worker will supply his/her own work clothes. Employer will provide tools and equipment at no cost to worker to perform the job description. These tools and equipment will be returned to the employer at the end of the task. Worker will be charged for any willful damage, loss or failure to return such tools and equipment. Instructions and general supervision will be provided by the crew leader, supervisor or a designated employee. However, worker will be expected to perform his/her duties in a timely and proficient manner without close supervision. All tasks and rules in this job description and job order constitute one (1) job. Worker is required to perform any task and abide by all rules in any area at any time within this job description and job order. Failure to abide by any task or any rule in this job description and job order will subject the worker to disciplinary action, up to and including termination.			

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H. Additional Material Terms and Conditions of the Job Offer

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 Continued 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Full Crop Commitment: This is regular work, ten hours per day, Monday- Friday and eight Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees and will not receive certain transportation reimbursements. Excessive tardiness and/or absences will not be tolerated and will result in termination. Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor. Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work. The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform their duties with or without close supervision to insure adherence to instruction. Work will be closely monitored and reviewed for quality. The following definitions are provided to assist all workers with the employer's work standards. Work/Job Specification Definitions: a) Sloppy: not careful or neat: showing a lack of care, attention, or effort. b) bona fide: made with earnest intent c) earnest: serious in intention, purpose, or effort: d) sustained: continuing for an extended period or without interruption. e) endurance: the ability or strength to continue or last, especially despite fatigue, stress, or other adverse conditions. f) efficiently: performing or functioning in the best possible manner with the least waste of time and effort. g) consistently: Same way over a long period of time.			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.2 - Number of Workers Needed
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season. Employer anticipates hiring local workers in addition to this job order being filed.			

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

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.6 - Anticipated Dates of Need
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Approximate time during the contract period of crop activities for all crops included in the application. All of the time frames related to specific job descriptions for each crop listed in job description is approximations for the purpose of disclosure to potential applicants, applicants, and employee (both foreign and domestic). The job activities described may, in fact, occur earlier and/or later depending on a wide variety of variable's including, but not limited to, weather conditions, weather disaster(s), Acts of God, disease pressure, positive or negative market conditions, availability or lack of availability of productions inputs, high or low cost of available inputs, and other factors, that the grower could not reasonably anticipate at the time this application was submitted and is beyond the control of the employer. These could develop and could occur at any time during the course of the growing season.			

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - FARM, HARVESTING, AND FIELD FOOD SAFETY RULES
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * FARM, HARVESTING, AND FIELD FOOD SAFETY RULES 1.Worker must practice good personal hygiene. 2.Worker should wash and sanitize hands for at least 20 seconds: a.Before and after working b.Before beginning work in a different area c.Before and after eating d.After visiting the restrooms, toilets and port-a-johns e.Before and after treating an open wound or cut f.Before and after treating an individual with a cut or wound g.After blowing of nose h.After touching the hair or face i.After sneezing or coughing j.After touching anything which can cause contamination or performing maintenance k.After any break l.After handling any dirty raw material or garbage m.After touching animals or animal feces 3.All jewelry (ring with stones, watches, earrings, etc) must be removed before entering any work area. Wedding bands without stones are permitted (supervisor's authorization is required). 4.Eating food, drinking beverages, chewing gum and using tobacco products are strictly prohibited in all work areas. 5.Worker should use proper hand washing and toilet facilities. 6.Report any active case of illness to crew leader or supervisors before beginning work. Workers with bad colds, contagious diseases, boils or sores will not be allowed to contact product, equipment, boxes and containers. 7.If worker cuts him or herself while working, worker should stop work immediately, cover the wound, and report it to the supervisor. Keep wounds covered so that you do not contaminate the product, equipment, boxes and containers with body fluids. 8.All workers shall maintain neatness while in working areas. 9.Personal items such as pens, pencils, keys, tobacco products, cell phones, snacks, etc., shall not be carried in pockets while in working areas. 10.Animals are prohibited on all farm premises. 11.Only employer personnel and registered visitors are allowed on the employer's premises. Visitors must sign in at designated area prior to entering the premises. 12.Workers families and children are not allowed in any work area. 13.Tools, knives and sheaths must be sanitized upon entering each field, leaving each field, with each crop change and after each break. Worker should wear knife sheath at all times when working. Knife should be stored in sheath. 14.If issued, worker should change and have laundered at least every other day his/her uniforms, and protective clothing. If required, worker should use personal protective equipment correctly. 15.No glass is allowed in any work areas.			

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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8A - Additional Job Terms and Conditions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules. c) threatens, harasses, or intimidates any supervisor, crew leader, or fellow employees, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment (5 consecutive days of unexcused absences); g) falsifies identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, or i) commits acts of insubordination, j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Reason beyond employer's control includes termination of workers, if not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. 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. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. 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 complete - no rehire policy. Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above.			

v. Job Offer Information 22

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Disclosures: Workers' Compensation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will provide workers' compensation insurance coverage in accordance with 20 CFR 655.122(e). Employer attests that the policy will be renewed as necessary to cover the entire certified contract period, and any extension of employment. Policy covers personal property damage. Name of insurance carrier: FCCI INSURANCE COMPANY Name of policyholder: Medina Harvesting, Inc. Name of person to be notified of claim: Juan Medina Telephone number for point-of-contact: (239) 229-0965 Deadline for notification: 24 hours or within 30 days of injury			

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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.6 - Anticipated Days and Hours of Work per week
3. Details of Material Term or Condition (up to 3,500 characters) * Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek is 10 hours per day - Monday-Friday and 8 hours on Saturday is normal; however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season. Starting and ending times may vary according to weather and crop conditions. When this occurs, the employer will give workers advance notice as possible. Starting and ending times will change due to weather and crop conditions. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when changing shifts are required. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.			

x. Job Offer Information 24

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued
3. Details of Material Term or Condition (up to 3,500 characters) * Workers will be picked up at the employer-provided housing addresses on work days approximately 30 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the work day and returned to the designated employer-provided housing location. The above-referenced vehicles will be used to make multiple trips to transport the total number of requested workers to the worksites as outlined in Clearance Order. Start and end times vary and are dependent on time of year, crop conditions, and weather. Vehicles utilized to transport workers are covered under a valid insurance policy which includes property damage insurance. Local workers and workers who decline employer-provided housing are responsible for their own daily transportation.			

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