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



A. Job Offer Information

4 1-	Job Title * Citrus Hand Harvesters										
1. JC	ob Tille "										
	orkers	a. Total	b. H-2A V					of Intended E			
	eeded *	3	3			Date * 12/2/2			ast Date * 5	<u>5/31/20</u>	24
lf	"Yes", pro	generally require sceed to question	8. If "No",	complete c	uestions	s 6 and 7 belo	w.	a week? *	☐ Y		
6. Ar	nticipated	days and hours o	f work per	week (an ei	ntry is requ	ired for each box	below) *	1	7. Hourly	Work Sch	edule *
	36	a. Total Hours	6	c. Monday	6	e. Wednesda	6	g. Friday	a. <u>7</u> :	00 🔲 A	AM PM
	0	b. Sunday		d. Tuesday	Ŭ	f. Thursday	6	h. Saturday	b. <u>2</u> :		AM PM
						ervices and Wa		Information			
Worke vehicl equiva that lid Shuttl respo needs severa to the vehicl follow docum well a requir Regis	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.) Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time. Operating a company vehicle during the period of employment the driver must possess a valid driver's license issued by the United States or foreign equivalent license to operate the company vehicle in accordance with license restrictions and vehicle classification applicable to that license. Following the Supervisors instructions, the worker will perform the following task. Shuttle Bus Driver: Pick up workers at living quarters and transport workers to work site. Twenty-five percent of the workers responsibilities will consist of transporting workers using a specified route on specific schedules depending upon production needs. The role of the Shuttle Bus Driver will require adherence to DOT safety regulations, safe vehicle maintenance, as well as several farm responsibilities while not transporting workers during work shift. Workers are required to take workers once a week to the bank, grocery store, and to the laundromat. Five percent of each workers responsibilities may be comprised of inspecting a vehicle, checking gas, oil, and water levels. Reporting and coordinating minor repairs to vehicles such as changing tires and following all maintenance scheduled requirements. Fifteen percent of the workers time encompass completing daily logs to document all passengers, mileage driven, vehicle inspections, use of gas cards, GPS and vehicle as specified by program, as well as reporting all safety incidents. Must hold CDL or equivalent license required by the State and Federal laws. Workers will be required to have a valid and unexpired Federal Farm Labor Contractor Registration or Federal Farm Labor Contractor Employee Registration with driving authorization. The workers must safely operate the buses to transport citrus hand harvesting co-w										
	Wage Offe		Per *		ece Rate			ate Units / Es Pay Informati		urly Rate /	1
\$ <u>14</u>	<u>.</u> 3	J _	MONTH	\$		-					
		ted Addendum A and wage offers a				on on the crop	os or agri	icultural activ	vities to be	☑ Yes	□ N/A
10. F	requency	of Pay: *] Weekly	☐ Biwee	kly [Other (spec	ify): N/A	4			
(4		eduction(s) from paresponse on this form									

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B. Minimum Job Qualifications/Requirements	•			
1. Education: minimum U.S. diploma/degree requi	red. *			
☑ None ☐ High School/GED ☐ Associate's	☐ Bachelor'	's □ Master's or high	ner 🛚 Other degree	e (JD, MD, etc.)
2. Work Experience: number of months required.	3	3. Training: numbe	r of months required	d. * 0
4. Basic Job Requirements (check all that apply)	§			•
☐ a. Certification/license requirements		f. Exposure to ext		
☑ b. Driver requirements		g. Extensive push	• . •	
☑ c. Criminal background check		h. Extensive sittin		
d. Drug screen		i. Frequent stoopi	•	
e. Lifting requirement 100 lbs.		☑ j. Repetitive move		
the work of other employees? *	Yes ☑ No		ion 5a, enter the nu orker will supervise.	
6. Additional Information Regarding Job Qualifica				· · "NONE" bala
(Please begin response on this form and use Addendum C in Criminal background check: GM Harve	estina ma	v conduct crimina	al backaround	checks at the
employer's expense on all new applica	•	•	•	
background check is grounds for term	•			
gramma and an and an				
C. Place of Employment Information				
Place of Employment Address/Location * 19370 Persimmon Ridge Rd				
2. City *	3. State *	4. Postal Code *	5. County *	
Alva	Florida	33920	Lee	
6. Additional Place of Employment Information. (I Alpine Grove	t no additional ini	formation, enter " NONE " bei	ow)	
Alpine Grove				
Number of workers needed three (3) a	and dates	of need 12/02/20	123 to 05/31/20	24
indifiber of workers fleeded tiffee (5) a	illu uales	0111660 12/02/20	123 10 03/3 1/20	24
7. Is a completed Addendum B providing addition				
agricultural businesses who will employ worker attached to this job order? *	s, or to whom	n the employer will be	providing workers,	☑ Yes □ N/A
attached to this job order?				
D. Housing Information				
Housing Address/Location * 104 Briarhill Drive				
2. City *	3. State *	4. Postal Code *	5. County *	
Lake Placid	Florida	33852	Highlands	0.7110
6. Type of Housing (check only one) * ☑ Employer-provided ☐ Rental (including mobile or range)	al or public			8. Total Occupancy * 7
9. Identify the entity that determined the housing r	met all applica	able standards: *		
☑ Local authority ☐ SWA ☑ Other State a			Other (specify):	
10. Additional Housing Information. (If no additional is		•	(- F -2 J)	
Family housing is not available and th			ng is not a prev	ailing practice ir
the area of intended employment. Co-	•	•	•	• •
housed with other females and all ma				
service provided at no cost to the wor		20 1104004 1	caror maio	
Solving provided at the boot to the wor				

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * Form ETA-790A FOR DEPARTMENT OF LABOR USE ONLY Page 2 of 8

☑ Yes □ N/A

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E. Provision of Meals

kitchen facilities. * (Please begin response on this formatte and proper will	orm a vide	vill provide each worker with three not use Addendum C if additional space is need free and convenient cool cery store to workers living the their own meals.	_{eded.)} king a	ind kitche	n faci	ilities and	d free weekly	
	2	WILL NOT charge workers for me	als.					
2. The employer: *		WILL charge each worker for mea	als at	\$		per day, if	meals are provided.	
F. Transportation and Daily	Sub	osistence						
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 free transportation to all workers to the grocery store, banking facility, and laundry services once a week to access the necessities, utilizing a fleet of authorized passenger buses (seating capacity ranging from 43-53) listed on GM Harvesting's FLC Certificate which will be operated by an authorized FLCE. 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.) Inbound: US workers will determine their own inbound travel arrangements to the place of employment to begin the job contract. See addendum C.								
		Item 2, the employer will pay for	a. no	less than	\$ <u>15</u>	<u>. 46</u>	per day *	
or reimburse daily meals	by p	roviding each worker *	b. no	more than	\$ <u>59</u>	<u>. 00</u>	per day with receipts	

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Explain how prospective applicants may be considered for appleament under this job order, including verifiable contact



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· — · · · · · · · · · · · · · · · · · ·	nployer's authorize r the job opportunit	ed hiring representative), methods of contact, ar y. * pace is needed.)	
2. Telephone Number to Apply * +1 (863) 441-0831	3. Extension § N/A	4. Email Address to Apply * gmharvesting1140@gmail.com	
5. Website Address (URL) to Apply * https://seasonaljobs.dol.gov/			
H. Additional Material Terms and Cond	itions of the Job (Offer	
•	•	mation about the material terms, conditions, provided by the employer attached to this job	☑ Yes ☐ No
I. Conditions of Employment and Assu			

By virtue of my signature below, I HEREBY CERTIFY my knowledge of and compliance with applicable Federal, State, and local employmentrelated 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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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).

- TRANSPORTATION AND DAILY SUBSISTENCE: Employer agrees to provide the following transportation and daily subsistence benefits 7 to eligible workers.
 - 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).

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).

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).

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).

THREE-FOURTHS GUARANTEE: Employer agrees to offer the worker employment for a total number of work hours equal to at least threefourths 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. <u>EARNINGS RECORDS</u>: 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(I).

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:

- 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).
- 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).
- 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).
- 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).
- 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).
- 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.

Last (family) name * Martinez	2. First (given) name * Gustavo	3. Middle initial §
4. Title * President		

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5. Signature (or digital signature) *			6. Date signed *
Digital Signature Verified and Retained	Partini	All.	10/13/2023
Ву	Certifing	John	

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
	Shuttle Bus Driver		Hour	\$15.72 per hour guaranteed.
		\$		
	Agricultural Equipment		Hour	\$15.72 per hour guaranteed.
	Operators	\$ 15 . 72		
	Loaders	45 70	Hour	\$15.72 per hour guaranteed.
		\$ <u>15</u> . <u>72</u>		
	General Farm Labor	45 70	Hour	\$15.72 per hour guaranteed.
		\$ <u>15</u> . <u>72</u>	Tioui	
		\$		
		\$·_		
		\$·_		
		\$		
		\$		
		\$		

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 §
Consolidated Citrus Limited Partnership	63 Barn Road Venus, Florida 33960 HIGHLANDS	Hickory Grove	12/2/2023	5/31/2024	3
Consolidated Citrus Limited Partnership	5019 NE Four Mile Grade Road Arcadia, Florida 34266 DESOTO	Desoto Grove	12/2/2023	5/31/2024	3
Consolidated Citrus Limited Partnership	3180 Summerland St Immokalee, Florida 34142 HENDRY	Summerland Grove	12/2/2023	5/31/2024	3
Consolidated Citrus Limited Partnership	14101 CR 846 Immokalee, Florida 34142 HENDRY	Crow's Nest Grove	12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	100 Ben Hill griffin Rd Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	100 Deanna Dr Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	101 Sunset PointeBlvd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	1342 US Hwy 27 N Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	1350 US Hwy 27 N Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	1400 US Hwy 27 N Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3

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 §
John F. Smoak & Sons, Inc.	1450 US Hwy 27 N Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	165 Kelly Rd Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	175 Kelly Rd Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	181 Kelly Rd Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	196 Saint John St Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	196 State Rd 70 W Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	201 Stuart Rd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	2083 US 27 N Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	2116 Old St Rd 8 Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	2166 Old St Rd 8 Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3

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 §
John F. Smoak & Sons, Inc.	222 Catfish Creek Rd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	2230 and 3000 CR 17 N Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	2426 US 27 South Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	278 Catfish Creek Rd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	281 Saint John St Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	300 Temple Dr Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	4522 Parnell Rd Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	501 Marquata Dr Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	53 Gould Rd East Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	60 Razier Rd Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3

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 §
John F. Smoak & Sons, Inc.	601 S Tangerine Ave Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	613 W Interlake Blvd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	70 Ben Hill Griffin Rd Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	700 Deen Blvd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	716 W Interlake Blvd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	80 Razier Rd Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	825 Lake Dr W Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	8790 CR 17 S Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	89 Catfish Creek Rd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	945 Jackson Rd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3

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 §
John F. Smoak & Sons, Inc.	950 US Hwy 27 N Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	Crewsville Rd Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	Oliff Rd Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	Parnell Rd Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
John F. Smoak & Sons, Inc.	State Rd 66 Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	2779 Farrell Road Wauchula, Florida 33873 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	8963 Lake Lynn Drive Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	1601 Hick Road Lorida, Florida 33857 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	5001 Phil Roberts Road Ona, Florida 33865 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	2404 S. Lake Letta Drive Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3

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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 §
L. Dicks, Inc	882 E. Alpine Road Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	5626 Sweetwater Road Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	3851 Clifton Bryan Road Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	6065 Harn Road Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	6809 Jim Williams Road Ona, Florida 33865 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	100 Altman Road Wauchula, Florida 33873 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	89 Scarborough Road Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	3800 NW 2nd Bunker Ave Arcadia, Florida 34266 DESOTO		12/2/2023	5/31/2024	3
L. Dicks, Inc	3525 CR-661A Arcadia, Florida 34267 DESOTO		12/2/2023	5/31/2024	3
L. Dicks, Inc	4222 Davis Ranch Road Wauchula, Florida 33873 HARDEE		12/2/2023	5/31/2024	3

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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 §
L. Dicks, Inc	902 Sears Rd LaBelle, Florida 33935 HENDRY		12/2/2023	5/31/2024	3
L. Dicks, Inc	19370 Persimmon Ridge Rd Alva, Florida 33920 LEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	18511 Docs Lane Alva, Florida 33920 LEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	1502 Oak Ave NW LaBelle, Florida 33935 HENDRY		12/2/2023	5/31/2024	3
L. Dicks, Inc	950 E Oak Island Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	6000 Skipper Rd Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	141 Myers Rd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	4909 Mike Kahn Rd Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	141 Myers Rd. Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	3600 Beck Ave Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3

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 §
L. Dicks, Inc	3626 Beck Ave Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	1300 Arbuckle Creek Rd Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	540 NE Williams Ave Arcadia, Florida 34267 DESOTO		12/2/2023	5/31/2024	3
L. Dicks, Inc	300 Cecil Durrance Rd Wauchula, Florida 33873 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	3192 CR-661A Arcadia, Florida 34267 DESOTO		12/2/2023	5/31/2024	3
L. Dicks, Inc	2710 45th Ave E Myakka City, Florida 34202 MANATEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	743 SW 128th Ave Okeechobee, Florida 34973 OKEECHOBEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	899 S Angelo Lake Rd Avon Park, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	3698 Beck Ave Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	820 Arbuckle Creek Rd Lorida, Florida 33857 HIGHLANDS		12/2/2023	5/31/2024	3

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 §
L. Dicks, Inc	4099 Sweetwater Rd Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc.	18511 Docs Lane Alva, Florida 33920 LEE		12/2/2023	5/31/2024	3
L. Dicks, Inc.	33737 US Highway 441 N Okeechobee, Florida 34972 OKEECHOBEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	5470 Sweetwater Rd Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	3301 Crewsville Rd Zolfo Springs, Florida 33891 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	8300 Tauchens Rd Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	6011 S Hammock Rd Zolfo Springs, Florida 33891 HARDEE		12/2/2023	5/31/2024	3
L. Dicks, Inc	201 State Rd Hwy 70 E Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
L. Dicks, Inc	9240 NE Williams Ave Arcadia, Florida 34266 DESOTO		12/2/2023	5/31/2024	3
L. Dicks, Inc	3651 Sears Rd LaBelle, Florida 33935 HENDRY		12/2/2023	5/31/2024	3

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 §
L. Dicks, Inc	247 Church Rd Felda, Florida 33930 HENDRY		12/2/2023	5/31/2024	3
L. Dicks, Inc	5577 SW Hwy 72 Arcadia, Florida 34266 DESOTO		12/2/2023	5/31/2024	3
L. Dicks, Inc	33933 N Parrott Ave. Okeechobee, Florida 34972 OKEECHOBEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	6462 State Road 66 Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	5950 Crewsville Road Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	292 Holland Town Road North Wauchula , Florida 33890 HARDEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	6380 W State Road 80 LaBelle, Florida 33935 HENDRY		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	6454 W State Road 80 LaBelle, Florida 33936 HENDRY		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	137 Dr. Martin Luther King Blvd. LaBelle, Florida 33935 HENDRY		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	300 Lost Lake Barn Road Lake Placid, Florida 33852 HIGHLANDS	DD-2A, Lost Lake Groves, DL-1-5, DL 6A	12/2/2023	5/31/2024	3

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 §
Sunridge Harvesting Co.	176 Womble Road Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	1844 County Road 29 Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	3101 SR 70 Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	19 US HWY 27 Venus, Florida 33960 HIGHLANDS	a. C-1 Venus North; b. Forever Amber; c. Venus Grove/South	12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	300 Enos Ave Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	220 US HWY 27 Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	1995 Ellie Lane Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	526 Holmes Ave Lake Placid, Florida 33852 HIGHLANDS	a. Dressel Groves; b. DR-5; c. Dressel No Temple; d. Dressel So Temple; e. West #8; f. Young East #7	12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	400 Bumpy Road Venus, Florida 33960 HIGHLANDS	a. Eagle Ranch; b. Indian	12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	130 Marcia Grove Road Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3

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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 §
Sunridge Harvesting Co.	2000 Old SR 8 Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	57 Hicoria Road Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	15025 Arbuckle Creek Rd Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	15025 Arbuckle Creek Road Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	1501 US 27 North Venus, Florida 33962 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	236 Cambria Road Venus, Florida 33963 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	1700 Cowhouse Rd Lorida, Florida 33857 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	5212 Bluff Hammock Road Lorida, Florida 33858 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	8470 CR 17 S Sebring, Florida 33876 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	20 Lake Francis Rd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3

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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 §
Sunridge Harvesting Co.	264 S Bear Pointe Dr Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	210 S Bear Pointe Dr Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	3201 Arburn Street Lorida, Florida 33857 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	250 HCN Dr Sebring, Florida 33876 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	211 HCN Dr Sebring, Florida 33876 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	400 Lake Francis Rd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	399 Lake Francis Road Lake Placid, Florida 33852 HIGHLANDS	a. Lake Francis West; b. Shop	12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	14940 Arbuckle Creek Rd Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	4625 CR 850 Immokalee, Florida 34142 COLLIER		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	147 Causey Road Wauchula, Florida 33873 HARDEE		12/2/2023	5/31/2024	3

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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 §
Sunridge Harvesting Co.	8855 Twitty Rd Sebring, Florida 33876 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	419 Stuart Rd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	4 Stuart Rd Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	8200 E Twitty Rd Sebring, Florida 33876 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	3660 Old St 8 Lake Placid, Florida 33853 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	1009 Fox Lake Road Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	2207 E Oak Island Road Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	2225 CR 17 North Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	1185 N Ward Road Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	3420 Davis Citrus Road Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3

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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 §
Sunridge Harvesting Co.	423 State Road 70 Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	10183 Hocus Pocus Trail Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	2220 CR 17 North Lake Placid, Florida 33852 HIGHLANDS	a. 10 Back; b. DBL, front, middle; c. Hathaway; d. Home; e. Home Hathaway; f. Young home	12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	1785 Canfield St Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	Polk City-Oak Island lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	131 Old State Route 8 Venus, Florida 33960 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	11400 Payne Road Sebring, Florida 33875 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	9220 CR 17 Sebring, Florida 33876 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	8925 CR 17 Sebring, Florida 33876 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	2400 Old St Rd 8 Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3

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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 §
Sunridge Harvesting Co.	2490 us 27 Moore Haven, Florida 33471 GLADES		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	2585 Howard Rd Labelle, Florida 33935 HENDRY		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	264 Moffitt Road / HWY 17 Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	7995 Collins Slough Road Labelle, Florida 33935 HENDRY	a. Alexander	12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	6050 Powerline Road Clewiston, Florida 34951 GLADES		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	2951 Graham Road Punta Gorda, Florida 33982 CHARLOTTE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	3500 E Altvater Road Avon Park , Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	33060 Dump Road Clewiston, Florida 33440 GLADES		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	4029 CR 830 Immokalee, Florida 34142 COLLIER		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	5802 HWY 665 Ona, Florida 33865 HARDEE		12/2/2023	5/31/2024	3

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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 §
Sunridge Harvesting Co.	8420 W Twitty Road Sebring, Florida 33870 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	1451 State Road 31 Punta Gorda, Florida 33982 CHARLOTTE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	1010 County Road 763 Arcadia, Florida 34266 DESOTO		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	5970 SE Notts Dairy Rd. Arcadia, Florida 34266 DESOTO		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	17992 NE Hwy 70 Arcadia, Florida 34266 DESOTO		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	8989 Southeast Highlands County Line Road Arcadia, Florida 34266 DESOTO		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	3990 NE Four Mile Grade Road Arcadia, Florida 34266 DESOTO		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	100 N Ward Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	10673 State Rd 78 Moore Haven, Florida 33471 GLADES	a. DH-18, b. Story Grove	12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	12010 NE HWY 70 Arcadia, Florida 34266 DESOTO		12/2/2023	5/31/2024	3

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 §
Sunridge Harvesting Co.	1630 Old Bowling Green Rd Bowling Green, Florida 33834 HARDEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	2062 Ward's Office Ln Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	300 N Ward Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	3000 Bullhead Grade Okeechobee, Florida 34974 OKEECHOBEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	3686 Olive Branch Road Bowling Green, Florida 33834 HARDEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	4087 FL-62/ West CR 633 Bowling Green , Florida 33835 HARDEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	4410 John Carlton Road Zolfo Spring, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	450 Bumpy Road Venus, Florida 33960 HIGHLANDS	Eagle Ranch, Indian	12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	3024 Sweetwater Rd Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	35 Bostick Road and Bardell Rd Bowling Green, Florida 33835 HARDEE		12/2/2023	5/31/2024	3

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 §
Sunridge Harvesting Co.	325 N Ward Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	3402 Ravine Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	3501 Davis Citrus Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	355 N Ward Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	36200 KT Grove Road Clewiston, Florida 33440 HENDRY		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	4341 Chestnut Oak Ave Lorida, Florida 33857 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	4700 CR 17 Lake Placid, Florida 33852 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	490 Buckhorn Rd Lorida, Florida 33857 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	555 N Ward Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	565 Dr. Martin Luther King Blvd Labelle, Florida 33935 HENDRY		12/2/2023	5/31/2024	3

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 §
Sunridge Harvesting Co.	5950 Crewsville Road Zolfo Springs, Florida 33890 HARDEE		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	600 N Ward Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	685 N Ward Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	723 N Ward Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	787 N Ward Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	800 CR 17A N Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	851 N Ward Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	8692 SR 29 LaBelle, Florida 33935 HENDRY		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	926 E Albritton Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3
Sunridge Harvesting Co.	999 Fox Lake Rd Avon Park, Florida 33825 HIGHLANDS		12/2/2023	5/31/2024	3

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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 §
Consolidated Citrus Limited Partnership	1286 Alpine Road Avon Park, Florida 33825 HIGHLANDS	Alpine Grove	12/2/2023	5/31/2024	3

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	181 Sarasota Street Lake Placid, Florida 33852 HIGHLANDS		1	7	☑ Local authority☐ SWA☑ Other State authority☐ Federal authority☐ Other
☑ Employer-provided☐ Rental or public accommodations	102 Fascination Drive Lake Placid, Florida 33852 HIGHLANDS		1	6	☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other
☑ Employer-provided☐ Rental or publicaccommodations	221 Sarasota Street Lake Placid, Florida 33822 HIGHLANDS		1	13	 ☑ Local authority ☐ SWA ☑ Other State authority ☐ Federal authority ☐ Other
☑ Employer-provided☐ Rental or public accommodations	177 Palm Beach Street Lake Placid, Florida 33852 HIGHLANDS		1	7	☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other
☑ Employer-provided☐ Rental or public accommodations	323 Citrus Boulevard Lake Placid, Florida 33852 HIGHLANDS		1	11	 ☑ 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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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	3 Palm Haven Lake Placid, Florida 33852 HIGHLANDS		1	8	☑ Local authority☐ SWA☑ Other State authority☐ Federal authority☐ Other
☑ Employer-provided ☐ Rental or public accommodations	327 Citrus Boulevard Lake Placid, Florida 33852 HIGHLANDS		1	9	☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other
☑ Employer-provided☐ Rental or publicaccommodations	13 Melrose Lane Lake Placid, Florida 33852 HIGHLANDS		1	8	☑ Local authority☐ SWA☑ Other State authority☐ Federal authority☐ Other
☑ Employer-provided☐ Rental or public accommodations	130, 140 Broward Avenue Lake Placid, Florida 33852 HIGHLANDS		2	25	☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other ☐ Other
☑ Employer-provided☐ Rental or public accommodations	4 Hopkins Avenue Lake Placid, Florida 33852 HIGHLANDS		1	8	☑ 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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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	65 Glades Drive/303 Highlands Blvd Lake Placid, Florida 33852 HIGHLANDS		2	24	 ☑ Local authority ☐ SWA ☑ Other State authority ☐ Federal authority ☐ Other
☑ Employer-provided☐ Rental or public accommodations	309 Highlands Boulevard Lake Placid, Florida 33852 HIGHLANDS		1	6	 ☑ Local authority ☐ SWA ☑ Other State authority ☐ Federal authority ☐ Other
☑ Employer-provided☐ Rental or publicaccommodations	204 Hardee Street Lake Placid, Florida 33852 HIGHLANDS		1	16	☑ Local authority☐ SWA☑ Other State authority☐ Federal authority☐ Other
☑ Employer-provided☐ Rental or public accommodations	109 Hardee Street Lake Placid, Florida 33852 HIGHLANDS		1	8	☑ Local authority☐ SWA☑ Other State authority☐ Federal authority☐ Other
☑ Employer-provided☐ Rental or public accommodations	129 Hardee Street Lake Placid, Florida 33852 HIGHLANDS		1	8	 ☑ Local authority ☐ SWA ☑ Other State authority ☐ Federal authority ☐ Other

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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	111 A Van Allen Avenue NW Lake Placid, Florida 33852 HIGHLANDS		1	6	 ☑ Local authority ☐ SWA ☑ Other State authority ☐ Federal authority ☐ Other
☑ Employer-provided☐ Rental or public accommodations	9 Linger Longer Lake Placid, Florida 33852 HIGHLANDS		1	10	□ Local authority □ SWA □ Other State authority □ Federal authority □ Other
☑ Employer-provided☐ Rental or publicaccommodations	9 Parkdale Lake Placid, Florida 33852 HIGHLANDS		1	8	☑ Local authority☐ SWA☑ Other State authority☐ Federal authority☐ Other
☑ Employer-provided☐ Rental or public accommodations	12 Parkdale Drive Lake Placid, Florida 33852 HIGHLANDS		1	7	 ☑ Local authority ☐ SWA ☑ Other State authority ☐ Federal authority ☐ Other
☑ Employer-provided☐ Rental or public accommodations	4 Parkdale Lake Placid, Florida 33852 HIGHLANDS		1	8	 ☑ Local authority ☐ SWA ☑ Other State authority ☐ Federal authority ☐ Other

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Oller Information 1			
Section/Item Number *	A.11	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) *

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.

**Please note that if the worker is paid a piece rate for any of these activities, the worker will be guaranteed the pay rate that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment.

b. Job Offer Information 2

Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
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3. Details of Material Term or Condition (up to 3,500 characters) *
Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Non-local workers confirm availability of transportation to job side to begin work; c) confirmation of full disclosure of all terms, conditions, and nature of work; d) confirmation of legal qualifications to work in the US. The employer may terminate the worker (foreign and/or domestic) with notification to the employement service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

All referrals are encouraged to contact their nearest career center for pre-employment screening before contacting employer.

All referrals are to be made to Gustavo Martinez at 315 Nichelle Blvd., Lake Placid, FL 33852 Telephone: 863-441-0831 or 863-659-1410. Collect calls will not be accepted. Walk-in applicants will be accepted. The office hours are Monday thru Friday from 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer. All interstate applicants are encouraged but not required to first contact the nearest [one-stop] career center prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, an application may be sent to the employer or a telephone interview may be requested. The employer will contact all applicants who have submitted an application by phone to conduct an interview.

Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer and workers must have transportation to the designated pickup location at the employer provider housing.

All hired referred and walk-in applicants must bring with them documentation of identity and employment eligible documents (original documents only), sufficient to complete the I-9 Form within 3 days from the start of employment. All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation.

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H. Additional Material Terms and Conditions of the Job Offer

C.	Job	Offer	Inform	ation 3	3
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Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition * Inbound/Outbound Transportation - Inbound/Outbound -				
work for the employer. The distances involved. Daily s	reimburse ubsistence	ement will be no less, but is not required to be more, than the	portation and daily subsistence from the place from which the worker has come to most economical and reasonable common carrier transportation charges for the uld charge the worker for providing the worker with three meals a day during			

Outbound: US workers will determine their own outbound travel from the place of employment. If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. 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 who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite, the subsequent employer will 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 50 percent rule as described in 655.135(d) with respect to the referrals made after the employer's date of need.

d. Job Offer Information 4

Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules - I
3. Details of Material Term of General: 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 10.Do not use extension cords 11.Do not remove/lear screen on doors/wi 12.No fighting or weapons will be allowed 13.No alterations to units are allowed 14.No consumption of alcohol or illegal sut Bathroom: 1.Flush toilet paper after every use 2.Place toilet paper, after use, in toilet befc 3.When dirty, clean off surfaces: top of toile 4.Take out waste basket when full	of from home ndows postances are perfushing. Don	rmitted	

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Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules - II

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

1.Make your bed

- 2.Do not take beds apart or move beds 3.No guest allowed staving overnight
- 4. Keep personal belongings in own space
- 5.No food is allowed to be stored in bedrooms

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.

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.

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.

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

f. Job Offer Information 6

Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements	- Workplace Standards and Rules - I
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3. Details of Material Term or Condition (up to 3,500 characters) *
The employer expects all employees to adhere to the standards and expectations for conduct (Work Rules) which it believes are necessary for the companys safe and efficient operations.

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.

- 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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1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules - II
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3. Details of Material Term or Condition (*up to 3,500 characters*) * 5.Taking part in any conduct which may endanger health or safety of fellow employees or bring discredit to employer, its supervisors or managers.

6.Improper or illegal use of alcoholic beverages, illegal drugs, controlled substances, or prescribed medications.

7. Failure or refusal to cooperate in a company investigation.

8. Improper behavior in performing your job.

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.

- 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.
- 11. Engaging in verbal or prohibited acts of prohibited employment discrimination or retaliation against another employee.
- 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.

h. Job Offer Information 8

Section/Item Number *	B.6	Name of Section or Category of Material Term or Condition *	Job Requirements -	- Reasons for Termination - I
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3. Details of Material Term or Condition (up to 3,500 characters) *
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.

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.

Five 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.

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Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - II

3. Details of Material Term or Condition (*up to 3,500 characters*) * Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) 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.

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.

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.

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

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.

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - I
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3. Details of Material Term or Condition (up to 3,500 characters) * Agricultural equipment operators will operate machines used to harvest fruit, load the fruit from the field into the fruit machine, then transport to the commodity to the designated location. Must be able to reach, bend, and lift items weighing 80-100 pounds. Must be able to listen to understand, and follow simple instructions of supervisors and dispatchers. Must be able to work in fields where ants, snakes, and poison ivy may be encountered. Workers may be required to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with request or testing positive may result in immediate termination. Post hire workers will be asked to pass a medical examination, reasonable background check including driving record, and drug/alcohol test at the employers expense. The use of personal cell phone or other personal electronic devices during working hours is strictly prohibited except for work related calls or emergencies, a violation may result in immediate termination.

Loaders: Loaders are required to operate fruit machine to load fruit from the field into the fruit machine (Goat) and transport to the designated location. At designated location, worker is required to load the fruit from the Goat onto a semi-trailer. Each day workers must do a safety inspection of the machine being operated. Workers are to report to supervisor any unsafe findings. At all times workers are to keep the safety of other workers as a part of their most important task. Workers must always operate machines in a slow and safe manner. The use of cell phones and electronic devices are strictly prohibited while operating machinery. Cell phones are only to be used in designate areas while on break.

I. Job Offer Information 12

Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - II
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3. Details of Material Term or Condition (up to 3,500 characters) *

General Clean-up of Grove Property and Housing for Harvesting Workers: When harvesting work is not available or when workers are on physical restrictions the worker may be required to perform miscellaneous clean-up work on grove property, on structures utilized in the grove operation, and on housing for harvesting workers. Such clean-up activities include the sprouting, pruning, and painting of trees; debris, weed, and vine removal; irrigation repair; housing and structure cleaning and repair; and general grove clean-up as required. Workers will be paid the highest of the adverse effect wage rate, the prevailing wage rate, or the applicable minimum wage rate for time spent performing such clean-up work.

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.

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

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m. Job Offer Information 13			
Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Range of Hours
hours per day and the	y, Mond he Sabb	ay through Saturday, is normal, however the ath and/or federal holidays and Sunday depe	worker may be requested but not required to work additional ending upon the conditions of the crop, weather, maturity of e-hour lunch period in order to rest and eat their noon meal.
n. Job Offer Information 14			
Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation - I
following the comple	k up wo etion of t	rkers in the morning to begin the workday an	nd will return workers to the housing site in the afternoon rovided and at no cost to the workers. Daily transportation to not reside in employer-provided housing.
For Public Burden Sta	itement, so	ee the Instructions for Form ETA-790/790A.	

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