



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

A. Job Offer Information

1. Job Title * VEGETABLE PLANTING, HARVESTING, PACKING, AND FIELD WORK								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 9/9/2024				4. Last Date * 5/31/2025
		25	25					
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *	
42	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday	
0	b. Sunday	7	d. Tuesday	7	f. Thursday	7	h. Saturday	
							a. 7 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
							b. 3 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 14 .77		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 01 .50		Round Tomatoes Hand Harvested & Field Packed - \$1.50 Per 25 lb. Box. 6 Boxes Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$9.00. Guaranteed Rate \$15.77/hour		
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) The employer will make the following deductions: FICA taxes, income tax, cash advances, overpayment of wages, and charges for any loss to the employer due to the workers damage or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the worker in writing. State income tax will be deducted.								

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		1	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>75</u> lbs.		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input checked="" type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input type="checkbox"/> i. Frequent stooping or bending over <input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * <i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i> The worker must be responsible and consistent on the job. The worker must be able to lift 0-75 lbs., walk, bend, and stoop continuously throughout the day and work in all kinds of weather.			

C. Place of Employment Information

1. Place of Employment Address/Location *			
15000 CR 858 E.			
2. City *	3. State *	4. Postal Code *	5. County *
IMMOKALEE	Florida	34142	Collier
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *			
NONE			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
601 S. 5TH ST.			
2. City *	3. State *	4. Postal Code *	5. County *
IMMOKALEE	Florida	34142	Collier
6. Type of Housing <i>(check only one)</i> *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public (including mobile or range)		1	20
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> *			
NONE			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

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E. Provision of Meals

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

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

THE EMPLOYER WILL PROVIDE FREE AND CONVENIENT COOKING FACILITIES TO WORKERS, SO THAT THE WORKERS CAN PREPARE THEIR OWN MEALS. EMPLOYER WILL PROVIDE WORKERS (AT NO COST TO WORKERS) TRANSPORTATION ONCE PER WEEK TO GROCERY STORE, OR DEPARTMENT STORE FOR THE WORKERS TO OBTAIN GROCERIES AND OTHER NECESITIES.

2. The employer: *

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

F. Transportation and Daily Subsistence

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

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

All employer provided worker transportation meets the requirements of applicable Federal, State, and Local Laws and Regulations. Free transportation will be provided from the employer provided housing to the work site and back, for workers living in that housing and for commuting workers, if they need transportation to the harvesting site.

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.)

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>15</u> . <u>88</u>	per day *
	b. no more than	\$ <u>59</u> . <u>00</u>	per day with receipts

G. Referral and Hiring Instructions



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1. Explain <u>how</u> 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.) All referrals are to be made to Salvador Sanchez, Jr. by calling (239) 322-8407. Collect calls will not be accepted. All referrals are encouraged to contact their nearest state workforce agency or career center prior to contacting the employer. The employer will contact all applicants, who have submitted an application, by phone, to conduct an interview. Prior to referral, each applicant should read, or have read to them a copy of the job order. All applicants should have a clear understanding of the terms and conditions of employment as noted in the job order. All applicants, if hired, are expected to work for the total period of employment as stated in the job order. All applicants, if hired, should be available for work as described in the "Job Activities" section in the job order. All applicants referred to the employer, if hired, will provide the following: original identification and employment eligibility documents. Employer will be available Monday to Thursday from 10:00 A.M. to 12:00 P.M. and from 1:00 P.M. to 2:00 P.M., to conduct interviews of referred workers, at no cost to the worker.		
2. Telephone Number to Apply * +1 (239) 322-8407	3. Extension § N/A	4. Email Address to Apply * ssanchezharvesting@outlook.com
5. Website Address (URL) to Apply * https://seasonaljobs.dol.gov		

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

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

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

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



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

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

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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

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

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

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

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

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

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

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



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

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

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

If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
 - B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
 - C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
 - D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
 - E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
 - F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

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

1. Last (family) name * SANCHEZ, JR.	2. First (given) name * SALVADOR	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 * 7/26/2024
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Incentive: Unstring Hot Pepper	\$ 00 40	Piece Rate	\$0.40 per 100 ft. Row. 17.5 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Mini Sweet Peppers	\$ 03 50	Piece Rate	\$3.50 per RPC. 2 Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Pack Mini Sweet Peppers Into 1 LB. Bags	\$ 00 40	Piece Rate	\$0.40 per 12 Bags. 212 Bags Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.07. Guaranteed Rate \$14.77 per hour.
	Incentive: Pack Mini Sweet Peppers Int 8 Oz. Bags	\$ 00 25	Piece Rate	\$0.25 per 12 Bags. 350 Bags Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Pack Mini Sweet Peppers Into 1 LB. Bags	\$ 00 50	Piece Rate	\$0.50 per 18 Bags. 259 Bags Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.20. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Eggplant	\$ 00 50	Piece Rate	Per 7 Gallon Bucket/RPC. Production Standard of 15 Seven Gallon Buckets of Eggplant Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker \$7.50. Guaranteed Rate \$14.77 per hour.
	Incentive: String Eggplants (2 String)	\$ 00 55	Piece Rate	\$0.55 per 100 ft. Row. 13 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.15. Guaranteed Rate \$14.77 per hour.
	Incentive: Unstring Eggplant	\$ 00 60	Piece Rate	\$0.60 per 100 ft. Row. 12 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.20. Guaranteed Rate \$14.77 per hour.
	Incentive: Pack Eggplant	\$ 00 23	Piece Rate	\$0.23 per RPC/DRC/BUSHEL BOX. 31 RPC/DRC/BUSHEL BOX Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.13. Guaranteed Rate \$14.77 per hour.
	Incentive: Pack Eggplant	\$ 00 05	Piece Rate	\$0.05 per 1/2 Bushel Box. 140 Boxes Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.

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
	Incentive: Pick and Pack Round and Roma Tomatoes In Field	\$ 01 50	Piece Rate	\$1.50 per 25 lb. box. 5 Boxes Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.50. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Jalapeno Pepper	\$ 02 50	Piece Rate	\$2.50 per RPC/ 1 1/9 Bushel. 3 RPC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.50. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Jalapeno Pepper	\$ 01 50	Piece Rate	Per 5 Gallon Bucket. Production Standard of 4 Five Gallon Bucket of Jalapeno Pepper Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per worker is \$6.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Bagged Jalapeno Pepper	\$ 00 50	Piece Rate	\$0.50 per 18 Bag Box. 259 Boxes Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.19. Guaranteed Rate \$14.77 per hour.
	Incentive: String Bell Pepper (6 String)	\$ 00 70	Piece Rate	\$0.70 per 100 ft. Row. 10 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Cucumber-String Behind Old Pepper	\$ 00 45	Piece Rate	\$0.45 per 100 ft. Row. 16 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.20. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Bell Pepper	\$ 01 50	Piece Rate	\$1.50 per RPC/DRC/1 1/9 BUSHEL. 5 RPC, DRC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.50. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Poblano Peppers	\$ 01 50	Piece Rate	Per 1 1/9 Bushel/RPC (Equivalent to \$25.00 per 18 Bushel Bin). Production Standard of 7 Bushels of Poblano Peppers Harvested Per Hour. The average Hourly Rate of Pay Per Hour Per Worker is \$10.50. Guaranteed Rate of \$14.77 per Hour.
	Incentive: Harvest Jalapeno Pepper	\$ 02 67	Piece Rate	Per Bushel/RPC (Equivalent to \$1.50 per 5 Gallon Bucket). Production standard of 2 Bushels of Jalapeno Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$5.34. Guaranteed Rate of \$14.77 per Hour.
	Incentive: Harvest Jalapeno Pepper	\$ 01 20	Piece Rate	Per 1/2 Bushel/RPC (Equivalent to \$1.50 per 5 Gallon Bucket). Production standard 4- 1/2 Bushels of Jalapeno Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$4.80. Guaranteed Rate of \$14.77 per Hour.

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
	Incentive: Harvest Yellow Squash	\$ 01 75	Piece Rate	\$1.75 per RPC. 4 RPC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Cherry Peppers	\$ 01 50	Piece Rate	Production standard of 4-five gallon buckets of cherry peppers harvested per hour. The average Hourly Rate of Pay Per Hour Per Worker is \$6.00. Guaranteed Rate Rate \$14.77 per hour.
	Incentive: Harvest Cubanelle Peppers	\$ 01 00	Piece Rate	Per 1 1/9 Bushel/RPC (Equivalent to \$0.44 per 5 Gallon Bucket). Production Standard of 10 Bushels of Cubanelle Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$10.00. Guaranteed Rate of \$14.77 per Hour.
	Incentive: Harvest Tomatillos	\$ 01 75	Piece Rate	\$1.75 per Bushel/RPC. 4 RPC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Serrano	\$ 02 50	Piece Rate	\$2.50 per RPC/ 1 1/9 Bushel. 3 RPC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.50. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Cucumber	\$ 00 50	Piece Rate	Per 5 Gallon Bucket. Production standard of 14 Five Gallon Buckets of cucumbers harvested per hour. The average Hourly Rate of pay per hour per worker is \$7.00. Guaranteed Rate \$14.77 per Hour.
	Field Work	\$ 14 77	Hour	
	INCENTIVE: CUCUMBER-HANGING NEW NET	\$ 01 50	Piece Rate	\$1.50 per 100 ft. Row. 5 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.50. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: CUCUMBER HANG USED NET	\$ 02 00	Piece Rate	\$2.00 per 100 ft. Row. 3.5 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: CUMBER-TIE NET	\$ 02 50	Piece Rate	\$2.50 per 100 ft. Row. 3 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.50. Guaranteed Rate \$14.77 per hour.

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
	INCENTIVE: CUCUMBER, TRAIN FIRST TIME	\$ 01 30	Piece Rate	\$1.30 per 100 ft. Row. 5 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.50. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: CUCUMBER, TRAIN 2ND TIME AND BEYOND	\$ 02 00	Piece Rate	\$2.00 per 100 ft. Row. 3.5 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: CUCUMBER, CLEAN NET	\$ 02 00	Piece Rate	\$2.00 per 100 ft. Row. 3.5 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: CUCUMBER, CUT STRING ON NET	\$ 01 00	Piece Rate	\$1.00 per 100 ft. Row. 7 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: CUCUMBER, TAKE DOWN AND ROLL UP NET	\$ 01 25	Piece Rate	\$1.25 per 100 ft. Row. 6 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.50. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: CUCUMBER, PLACE PACK 36 COUNT	\$ 00 30	Piece Rate	Per 60 LB. Box. 24 Sixty lb. Boxes of cucumbers place packed per hour. The average hourly rate of pay per hour is \$7.20. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: CUCUMBER, PACK (ALDI CARTON 24 COUNT)	\$ 00 10	Piece Rate	\$0.10 per Carton (ALDI). 70 cartons Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: CUCUMBER, PACK	\$ 00 30	Piece Rate	\$0.30 per DRC (65 count). 23 DRC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.90. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: CUCUMBER, HARVEST PICKLE	\$ 01 25	Piece Rate	\$1.25 per 15 Gallon Bucket. 6 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.50. Guaranteed Rate of \$14.77 per hour.
	INCENTIVE: CUCUMBER, PACK PICKLING CUCUMBERS INTO 2 LB. BAGS	\$ 00 45	Piece Rate	\$0.45 per 10 Bag Box/RPC. 16 BAG/BOXES Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.20. Guaranteed Rate \$14.77 per hour.

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
	INCENTIVE: CUCUMBER, PACK PICKLING CUCUMBERS INTO 1 LB. BAG	\$ 00 35	Piece Rate	\$0.35 per 112 Bag Box/RPC. 20 RPC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: HARD SQUASH, HARVEST	\$ 00 70	Piece Rate	\$0.70 per 5 Gallon Bucket/RPC. 10 RPC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: HARD SQUASH, PACK 2 HARD SQUASHES INTO MESH BAG	\$ 00 03	Piece Rate	\$0.03 per Bag. 233 Bags Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.99 Guaranteed Rate \$14.77 per hour.
	INCENTIVE: SQUASH, HARVEST	\$ 01 00	Piece Rate	Per 7 Gallon bucket. 8 seven-gallon buckets of squash harvested per hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$8.00. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: PACK SQUASH	\$ 00 23	Piece Rate	Per 1-2 Bushel Box. 35 half Bushels of squash packed per hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$8.05. Guaranteed Rate \$14.77 per hour.
	INCENTIVE SQUASH, PACK	\$ 00 50	Piece Rate	\$0.50 per Box/RPC 14 RPC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	INCENTIVE: SQUASH, BAG	\$ 00 35	Piece Rate	\$0.35 per Box (12, 20 oz. Bags or 6, 2 lb. Bags). 20 Boxes Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Cabbage	\$ 00 25	Piece Rate	Per 7 Gallon Bucket. 29 Seven Gallon Buckets of Cabbage Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.25. Guaranteed Rate \$14.77 per hour.
	Incentive: Cabbage, Harvest & Field Pack	\$ 00 60	Piece Rate	Per 50 LB. Box. 12 fifty (50) pound boxes of Cabbage harvested and field packed per hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.20. Guaranteed Rate \$14.77 per hour.
	Incentive: Cabbage, Pack On Line	\$ 00 30	Piece Rate	PER 50 LB. Box. 24 Fifty Pound Boxes of Cabbage Packed On Line Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.20. Guaranteed Rate \$14.77

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
	Incentive: Cabbage, Non Wrap 12 Ct.	\$ 00 25	Piece Rate	\$0.25 per DRC. 28 DRC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Cabbage, Wrap 12 Ct.	\$ 00 46	Piece Rate	\$0.46 per Box/RPC/DRC. 15 Box/RPC/DRC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.90. Guaranteed Rate \$14.77 per hour.
	Incentive: Cabbage, Wrap 16 Ct.	\$ 00 60	Piece Rate	\$0.60 per Box/RPC/DRC. 12 Box/RPC/DRC. Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.20. Guaranteed Rate \$14.77 per hour.
	Incentive: Cabbage, Wrap 18 Ct.	\$ 00 65	Piece Rate	\$0.65 per Box/RPC/DRC. 11 Per Box/RPC/DRC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.15. Guaranteed Rate \$14.77 per hour.
	Incentive: Tomatillo, Harvest	\$ 01 00	Piece Rate	\$1.00 per 1/2 Bushel. 7 Bushels Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Tomatillo, Harvest	\$ 01 19	Piece Rate	\$1.19 per 5 Gallon Bucket. 6 Buckets Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.14. Guaranteed Rate \$14.77 per hour.
	Incentive: Tomatillos, Bag	\$ 00 25	Piece Rate	\$0.25 per Box/RPC (12, 1 lb. Bags). 28 Box/RPC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Bell Pepper, String (4 string)	\$ 00 50	Piece Rate	\$0.50 per 100 ft. Row. 14 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Bell Pepper, String (2 String)	\$ 00 40	Piece Rate	\$0.40 per 100 ft. Row. 17.5 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Bell Pepper, Place Pack	\$ 00 30	Piece Rate	Per 1 1/9 Bushel. 24- One and 1/9 Bushels of Bell Peppers Place Packed Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.20. Guaranteed Rate \$14.77 per hour.

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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
	Incentive: Bell Pepper, Unstring	\$ 00 40	Piece Rate	\$0.40 per 100 ft. Row. 17.5 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Bell Pepper, Pack (PLU)	\$ 00 30	Piece Rate	\$0.30 per DRC (48 count). 23 DRC Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.90. Guaranteed Rate \$14.77 per hour.
	Incentive: Bell Pepper, Pack Bags (6 Count)	\$ 00 20	Piece Rate	\$0.20 per 6 count per Box/RPC/DRC. 35 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Bell Pepper, Pack	\$ 00 30	Piece Rate	\$0.30 per Box/RPC. 23 Boxes/RPC's Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.90. Guaranteed Rate \$14.77 per hour.
	Incentive: Anaheim Peppers, Harvest	\$ 01 00	Piece Rate	Per Bushel/RPC (Equivalent to \$0.63 Per 5 Gallon Bucket). 7 Bushels of Anaheim Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Anaheim Peppers, Harvest	\$ 00 50	Piece Rate	Per 1/2 Bushel (Equivalent to \$0.63 per 5 Gallon Bucket). 14 Half (1/2) Bushels of Anaheim Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per Hour.
	Incentive: Anaheim Peppers, Harvest	\$ 00 63	Piece Rate	Per 5 Gallon Bucket. 11 Five Gallon Buckets of Anaheim Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.93. Guaranteed Rate \$14.77 per hour.
	Incentive: Anaheim Peppers, Bag	\$ 00 25	Piece Rate	\$0.25 per Box/RPC (12 count). 28 Boxes/RPC's Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Cherry Peppers	\$ 02 40	Piece Rate	Per Bushel/RPC (Equivalent to \$1.50 per 5 Gallon Bucket). 3 Bushels of Cherry Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$4.50. Guaranteed Rate \$14.77 per hour.
	Incentive: Cherry Pepper, Harvest	\$ 01 20	Piece Rate	Per 1/2 Bushel (Equivalent to \$1.50 per 5 Gallon Bucket). 6 half (1/2) Bushels of Cherry Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.80. Guaranteed Rate \$14.77 per hour.

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
	Incentive: Cubanelle Pepper, Harvest	\$ 00 35	Piece Rate	Per 1/2 Bushel (Equivalent to \$0.44 per 5 Gallon Bucket). 20 half (1/2) Bushels of Cubanelle Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Cubanelle Peppers	\$ 00 44	Piece Rate	Per 5 Gallon Bucket. 16 Five Gallon Bucket of Cubanelle Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.04. Guaranteed Rate \$14.77 per hour.
	Incentive: Finger Hot Pepper, Harvest	\$ 03 50	Piece Rate	Per Bushel/RPC (Equivalent to \$2.19 per 5 Gallon Bucket). 2 Bushels of Finger Hot Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Finger Hot Peppers, Harvest	\$ 01 75	Piece Rate	Per 1/2 Bushel (Equivalent to \$2.19 per 5 Gallon Bucket). 4 half (1/2) Bushels of Finger Hot Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Hot Finger Peppers	\$ 02 19	Piece Rate	Per 5 Gallon Bucket. 3 Five Gallon Buckets of Finger Hot Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.57. Guaranteed Rate \$14.77 per hour.
	Incentive: Hungarian Wax Pepper, harvest	\$ 01 39	Piece Rate	Per Bushel/RPC (Equivalent to \$1.25 per 5 Gallon Bucket). (Equivalent to \$25.00 Per 18 Bushel Bin). 5 Bushels of Hungarian Wax Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.95. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Hungarian Wax Peppers, Harvest	\$ 00 69	Piece Rate	Per 1/2 Bushel (Equivalent to \$1.25 per 5 Gallon Bucket). (Equivalent to \$25.00 per 18 Bushel Bin). 20 half (1/2) Bushels of Hungarian Wax Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$13.80. Guaranteed Rate \$14.77 per hour.
	Incentive: Hungarian Wax Peppers, Harvest	\$ 01 25	Piece Rate	Per 5 Gallon Bucket. (Equivalent to \$25.00 Per 18 Bushel Bin). 5 Five Gallon Buckets of Hungarian Wax Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.25. Guaranteed Rate \$14.77 per hour.
	Incentive: Long Hot Peppers, Harvest	\$ 01 00	Piece Rate	Per Bushel/RPC (Equivalent to \$0.63 per 5 Gallon Bucket). 7 Bushels of Long Hot Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Long Hot Pepper, Harvest	\$ 00 50	Piece Rate	Per 1/2 Bushel (Equivalent to \$0.63 per 5 Gallon Bucket). 14 half (1/2) Bushels of Long Hot Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.

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
	Incentive: Harvest Long Hot Peppers	\$ 00 . 63	Piece Rate	Per 5 Gallon Bucket. 11 Five Gallon Buckets of Long Hot Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.93. Guaranteed Rate \$14.77 per hour.
	Incentive: Poblano Peppers, Harvest	\$ 00 . 70	Piece Rate	Per 1/2 Bushel (Equivalent \$25.00 per 18 Bushel/Bin). 14 half (1/2) bushels of Poblano Peppers harvested per hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$9.80. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Poblano Pepper	\$ 00 . 75	Piece Rate	Per 5 Gallon Bucket (Equivalent to \$25.00 per 18 Bushel Bin). 15 half (1/2) Bushels of Pablano Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$11.25. Guaranteed Rate \$14.77 per hour.
	Incentive: Poblano Pepper, Bag	\$ 00 . 25	Piece R	Per Box/RPC (12 count). Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Serrano Pepper, Harvest	\$ 03 . 00	Piece Rate	Per Bushel /RPC (Equivalent to \$1.88 Per 5 Gallon Bucket). 2 Bushels of Serrano Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Serrano Pepper	\$ 01 . 50	Piece Rate	Per 1/2 Bushel. (Equivalent to \$1.88 per 5 Gallon Bucket). 4 half (1/2) Bushels of Serrano Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Serrano Pepper, Harvest	\$ 01 . 88	Piece Rate	Per 5 Gallon Bucket. 3 Five Gallon Buckets of Serrano Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$9.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Shishito Pepper, Harvest	\$ 03 . 00	Piece Rate	Per Bushel/RPC (Equivalent to \$1.88 per 5 Gallon Bucket). 2 Bushels/RPC of Shishito Pepper harvested per hour. The average Hourly Rate of Pay Per Hour Per Worker is \$6.00. Guaranteed Rate \$14.77 per Hour.
	Incentive: Shishito Pepper, Harvest	\$ 01 . 50	Piece Rate	Per 1/2 Bushel (Equivalent to \$1.88 per 5 Gallon Bucket). 5- 1/2 Bushels of Shishito Pepper harvested per hour. The average Hourly Rate of Pay Per Hour Per Worker is \$7.50 Guaranteed Rate \$14.77 per Hour.
	Incentive: Sweet China Peppers, Harvest	\$ 00 . 70	Piece Rate	Per Bushel/RPC (Equivalent to \$0.44 Per 5 Gallon Bucket). Production Standard of 10 Bushels of Sweet China Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.

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
	Incentive: Sweet China Pepper, Harvest	\$ 00 . 35	Piece Rate	Per 1/2 Bushel (Equivalent to \$0.44 per 5 Gallon Bucket). 20 1/2 Bushels of Sweet China Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Sweet China Peppers, Harvest	\$ 00 . 44	Piece Rate	Per 5 Gallon Bucket. 16 Five Gallon Buckets of Sweet China Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.04 Guaranteed Rate \$14.77 per hour.
	Incentive: Habanero Pepper, Harvest	\$ 02 . 40	Piece Rate	Per Bushel/RPC (Equivalent to \$1.50 per 5 Gallon Bucket). 3 Bushels of Habanero Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.20. Guaranteed Rate \$14.77 per hour
	Incentive: Habanero Pepper, Harvest	\$ 01 . 20	Piece Rate	Per 1/2 Bushel (Equivalent to \$1.00 Per 5 Gallon Bucket). 6 1/2 Bushels of Habanero Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.20. Guaranteed Rate \$14.77 per hour.
	Incentive: Harvest Habanero Pepper	\$ 01 . 50	Piece Rate	Per 5 Gallon Bucket. 4 Five Gallon Buckets of Habanero Peppers Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.00. Guaranteed Rate \$14.77 per hour.
	Incentive: Jalapeno Pepper, Harvest	\$ 01 . 50	Piece Rate	Per 5 Gallon Bucket. 4 Five Gallon buckets of Jalapeno Harvested Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$6.00. Guaranteed Rate \$14.77 per hour.
	Incentive: String Hot Pepper (4 String)	\$ 00 . 60	Piece Rate	\$0.60 per 100 ft. Rows. 12 Rows Per Hour. The Average Hourly Rate of Pay Per Hour Per Worker is \$7.20. Guaranteed Rate \$14.77 per hour.
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		\$.		
		\$.		

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

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
HAMILTON GROWERS	21000 SR 846 WEST IMMOKALEE, Florida 34142 COLLIER		9/9/2024	5/31/2025	25

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	320-322 S 7th St. Immokalee, Florida 34142 COLLIER	Only using 5 beds	4	22	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The worker will perform job duties as assigned by supervisor. They will vary from time to time depending on crop ripening and weather. The vegetable season is temporary and will last from September to May.</p> <p>Pepper and Jalapeno Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row carrying a harvesting bucket, bend down and look for the ripe peppers, gently twist them off the bush and place them in the harvesting bucket or in plastic bags. The worker then takes the full bucket or full boxes of peppers over to the loading truck and hands it to the truck loader to dump the bucket into large plastic bins or to place on the truck. The empty bucket is given back or a new box to the worker and the process is started again.</p> <p>Cucumber & Pickling Cucumber Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row carrying a harvesting bucket or box and bend down and look for the ripe cucumbers, gently twist them off the vine and place them in the harvesting bucket or box. Some cucumber may be put in plastic bags or cartons before it is packed in the box. The worker then takes the full bucket or box of cucumbers over to the loading truck and hands it to the truck loader to dump the bucket into large plastic bins or to leave the full boxes on the truck. The empty bucket or box is given back to the worker and the process is started again.</p> <p>Squash, Hard Squash, and Eggplant Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row carrying a harvesting box, bend down and look for the ripe squash or eggplant and cut the crop off the vine with a knife and place them in the harvesting box. The squash may be bagged before being placed in the box. The worker then takes the full box of squash or eggplant to the loading truck. An empty box is given back to the worker and the process is started again.</p> <p>Cabbage Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row, bend down and look for the ripe cabbage and cut the crop off the plant with a knife and place them in packing cardboard box. The Cabbage and lettuce may be wrapped in plastic wrap before being placed in box. The worker then takes the full box to the loader on the loading truck. They are given an empty box and the process is started again.</p> <p>Tomato Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row, bend down, and look for the ripe tomatoes and cut the crop off the plant by twisting and pulling. The tomato is then placed in boxes. The workers take the full box to the loader on the loading truck. They take the box and give the worker an empty box and the process is started again.</p> <p>Tomatillo Hand Harvesting- In order to perform this kind of work, the worker must be able to walk down the field row, bend down and look for the ripe tomatillo crop that has grown out of its husk and cut the crop off the plant by using a twisting and pulling motion. The tomatillo is then placed in bags and the bags are placed in a box. The worker then takes the full box to the loader on the loading truck. They take the box and give the worker an empty box and process is started again.</p> <p>Field Drivers- The field drivers will drive the farm vehicles out to the field where the field workers who are harvesting the crops will load the crops on to the bus until full. They will then drive the fully loaded farm vehicles back to the packing shed located on the farm where the packing shed workers will unload them onto a belt. The process is then repeated again.</p> <p>Equipment and Vehicle Operation- The workers may need to drive and/or operate various agricultural farm equipment and vehicles to perform the work on the farm such as field trucks, tractors, and forklifts. The workers must use safety and precaution when using agricultural farm equipment and vehicles.</p>			

b. Job Offer Information 2

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) * After the worker has completed 50% of the work period, the employer will reimburse the worker for the cost of transportation and subsistence expenses of at least \$15.88 per day with no receipts and a maximum of \$59.00 per day with receipts. This covers the cost from the place of recruitment to the place of employment. Upon completion of the work contract the employer will pay reasonable costs of return including transportation and subsistence from place of employment to place of recruitment.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - null
3. Details of Material Term or Condition (up to 3,500 characters) * <p>S. Sanchez Harvesting, Inc. will pay and provide any of the following or a combination of the following means of transportation for inbound and outbound transportation for the workers: chartered buses, chartered vans, and/or secure flights to the place of employment from the place from which the workers come to work for the employer (inbound) and from the place of employment to the place from which the worker departed at the end of the contract (outbound transportation). Transportation will be provided to the workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved. In the event an employee chooses their own means of inbound and outbound transportation he/she will be reimbursed at no less than the most economical and reasonable common carrier transportation charges for the distances involved. Related inbound daily subsistence charges paid by the worker and/or incurred by the worker will be reimbursed to the worker and related outbound daily subsistence charges the worker will incur will be given to the worker in an advanced payment at no less than the most economical and reasonable common carrier transportation charges for the distances involved.</p>			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - null
3. Details of Material Term or Condition (up to 3,500 characters) * <p>Employees will be picked up every morning at the employer provided housing and taken to work. At the end of the work day employees will be transported back to the employer provided housing. The employer will inform the workers what time they will be picked up for work in the morning and what time they will be taken home after work. These times will vary according to the crop readiness, amount of work scheduled for the day, and weather. The employer will use 1 bus to transport the workers. The bus has capacity for sixty (60) workers. The transportation will be provided by the S. Sanchez Harvesting, Inc. Transportation is provided at no cost to the workers from the employer provided housing to the worksite and back from the worksite to the employer provided housing and is available to workers who do not reside in the employer provided housing.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null
<p>3. Details of Material Term or Condition (up to 3,500 characters) * All drivers must be seated and practice safety and precaution. The drivers must wait to exit the agricultural farm equipment and vehicles when it comes to a complete stop. They will keep the agricultural farm equipment and vehicles free of trash. Only properly licensed drivers will be permitted to operate the agricultural farm equipment and vehicles. Workers must take care to operate all equipment safely and follow all safety requirements outlined by the employer.</p> <p>All of the crop harvesting, packing, and transporting labor are performed on the farms specifically in the work-sites listed on the application and itinerary and are all a part of the crop farming operation. The field drivers, which are employees of S. Sanchez Harvesting, Inc. are the ones that drive the farm vehicles being used in the field to load the crop and take them to the shed for packing. The packing shed workers are employees of S. Sanchez Harvesting, Inc. The packing shed is located on the farms listed on the harvesting itinerary. The packing of these crops is considered agriculture labor because the work is being done on a farm and the crops are a horticultural commodity that must be packed by grade before leaving the farm for selling purposes at the market. The crops are in unmanufactured state at the time of packing and all the crops are produced on the farm. S. Sanchez Harvesting, Inc. is the operator of the farms for the time period requested.</p> <p>The following offices will be notified in writing if a worker is terminated from their job: State Workforce Agency, Chicago National Processing Center, and U.S. Citizenship & Immigration Services.</p> <p>The worker will be disciplined and/or terminated from the job if the worker: 1. Refuses to do the work or intentionally does not do the work correctly for which he/she was contracted to do, without just cause. 2. Misbehaves, commits serious acts, or repeatedly violates work rules. 3. Threatens, harasses, or intimidates any person at the worksite, transportation, or employee housing. 4. voluntarily abandons the job with our without prior notice five (5) consecutive unjustified absences) 5. Falsifies any work related document or is found guilty of identity theft. 6. Fails or refuses to take a Drug Test. Furthermore, the worker may be terminated if the employer finds a criminal conviction record of the employer or if the worker is found to be a registered sex offender and either present a threat to the safety and living conditions of the other workers.</p> <p>Reporting Concerns and Complaints-Any concerns or complaints should be reported verbally and in writing to the supervisor and/or the employer in order to be addressed and resolved. Complaints regarding bullying and harassment will be taken serious and fully investigated. There will be Zero Tolerance for Bullying and Harassment. Any worker found guilty of Sexual Harassment will be terminated immediately.</p> <p>The workers are prohibited from taking any kind of payments from other workers including but not limited to: bribes, recruiting fees, attorney fees, processing fees, placement fees, or any other type of fee or service.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - HOUSING RULES
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <ol style="list-style-type: none"> 1. The home should be used only for living purposes not for business. 2. Residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home. 3. Only employees of S. Sanchez Harvesting, Inc. will be allowed to live in the employer provided housing. Overnight guests are not permitted. 4. Keep the residence in good working condition. Workers will be liable for cost to repair damage purposely caused by them that is not considered normal wear and tear. 5. The home shall be kept clean and free of any garbage inside and outside. 6. Garbage shall be disposed of properly in provided receptacles and shall be taken out to the roadside on trash days. 7. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains, such as toilets, showers, bathtubs, and sinks. 8. All members will participate in keeping the house clean of common areas such as living room, bathroom, and dining room. Each worker is responsible for keeping their bedroom assigned area clean. Assigned house duties are to be completed on a weekly basis. If house and/or assigned bedroom area is not kept clean, a house cleaning service will be hired to do the cleaning at the expense of the worker(s). 9. All appliances and power cords shall be turned off or unplugged when not in use. This includes but is not limited to air conditioners and cell phone chargers. 10. Do not remove screens from windows and doors. 11. Do not cover or remove fire alarms and fire extinguishers. 12. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other resident's privacy, use, and quiet enjoyment of their homes or neighboring homes, at any time. 13. Noise and Disturbances: Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and neighboring homes. Reasonable quiet enjoyment of their homes must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the time period specified in any applicable local by-law or ordinance. 14. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the residence. The use of fireworks in the residence is prohibited. 15. No illegal drug use will be permitted on the property. 16. No drinking alcoholic beverages inside the living facility. 			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - WORK RULES
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Failure to respect the Work Rules can cause you to be fired from your job. 1. The worker must comply with the work for which he was hired following the specifications of the employer or supervisor. 2. No excessive absences or tardies are allowed. Workers must report to work during work hours and be ready to work. Workers are not allowed to start work before the indicated time or work later than the time indicated by the supervisor or employer. 3. The worker is not allowed to take breaks not authorized by the supervisor or employer. 4. The worker is not allowed to leave the workplace without permission from the supervisor or employer. 5. The use of any type of weapons, firearms, and fireworks will not be allowed: The discharge of weapons, firearms, paint guns or pistols, and fireworks in the workplace and surrounding property is prohibited in work transportation. 6. Illegal drug use will not be allowed in the workplace and surrounding property and on work transportation. 7. The consumption of alcoholic beverages will not be allowed in the workplace and surrounding property and in work transportation. 8. The use of the cell phone is not allowed during work hours unless it is in the position of Supervisor or allowed by the employer. 9. No jewelry is allowed during work hours. 10. Open-toe shoes, sandals, or sandals are not to be worn during work hours. They should wear closed shoes that protect their feet. 11. No person who is not an employee of S. Sanchez Harvesting, Inc. is allowed to enter the workplace, or the company's vehicles or machinery. 12. Misbehavior, bullying, or harassment is not allowed. 13. No fighting or horse play will be permitted at the worksite or employer transportation.			

h. Job Offer Information 8

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

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