



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

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. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input checked="" type="checkbox"/> b. Driver requirements <input checked="" type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>50</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 checked="" 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> None			

C. Place of Employment Information

1. Place of Employment Address/Location *			
9500 CR 858			
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> *			
1800 Farm Worker's Way, Immokalee, FL 34142 (Collier County)			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
1800 Farm Worker's Way			
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 (including mobile or range) <input type="checkbox"/> Rental or public		26	158
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> *			
Housing is provided free to workers and consists of 7 units contracted by Pacific Tomato Growers. Each unit houses 5 people. Units have 3 bedrooms and 1 bathroom and contain a common kitchen area and are furnished with following items 1 refrigerator, 1 stove, 1 table for eating. The following utilities are provided: electricity, water & sewer, heat, and a/c for each unit. Mail can be directed to a designated address.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A



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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 Employer will furnish free and convenient cooking and kitchen facilities so that workers may prepare their own meals. No charge will be made for the provided appliances, cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. If for any reason, the kitchen facilities should become unavailable, such as because of fire or other calamity, the employer will provide meals for which a deduction from the worker's pay may be made for 3 meals per day of the amount that is the minimum daily subsistence amount then in effect for such period that kitchen facilities are not available. Employer will provide (on a voluntary basis) weekly transportation to assure workers access to stores where they can purchase groceries.

2. The employer: *

<input type="checkbox"/> WILL NOT charge workers for meals.		
<input checked="" type="checkbox"/> WILL charge each worker for meals at	\$ <u>15</u> . <u>88</u>	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 The employer will provide free transportation between the employer's housing and the work site to workers ; weekly transportation to assure workers access to stores where they can purchase groceries. The use of transportation is voluntary and will not constitute a condition of employment.

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

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

Referral Information

Interested candidates are to contact their local CareerSource (SWA). Candidates should be fully apprised by the local CareerSource office of the terms, conditions and nature of employment prior to referral and may be given a copy of the ETA Form 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability, legality to work in the US, and who are willing, able and qualified to perform the job duties may fax referrals to 941-761-6608 or mail them to 503 10th Street W Palmetto, FL 34221. The office holder is the CareerSource SWFL Workforce located at 750 S 5th Street, Immokalee, FL 34142. Phone: (239) 658-3300. Walk-in applicants may apply in person at 9500 CR 858 Immokalee, FL 34142 (Monday Thursday, 9:00am 4:00pm) or call 239-657-3695 to interview by telephone. Applicants referred on this job order should be advised that they must possess legal, suitable documents to complete Form I-9 as required by USCIS and the Department of Homeland Security.

Person seeking employment as a farm laborer must be available for the entire period requested by the employer, possess 3 months experience in production of fruits and vegetables with verifiable sources, may be subject to a post hire background check at no expense of their own and pass a post-hire free of charge drug test. These steps are intended to ensure that the safety of the work environment and end consumer is not compromised as mandated by the Global G.A.P Audit, the FDA Food Safety Modernization Act (FSMA) and the USDA Good Agricultural Practices & Good Handling Practices Audit. Convictions of criminal conduct that present a potential compromise of food security in accordance with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 will be cause for discharge. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

2. Telephone Number to Apply * +1 (239) 657-3695	3. Extension § N/A	4. Email Address to Apply * PTGH2A@SUNRIPECERTIFIED.COM
5. Website Address (URL) to Apply * N/A		

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	<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 * Russell	2. First (given) name * Lisa	3. Middle initial §
4. Title * VP of H-2A		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 5/22/2024
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H-2A Agricultural Clearance Order
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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
	Laying Plastic	\$ 14 . 77	Hour	
	Plastic Repair	\$ 14 . 77	Hour	
	Mark & Measure	\$ 14 . 77	Hour	
	Irrigation/Installation/Drai nage	\$ 14 . 77	Hour	
	Planting-Machine	\$ 14 . 77	Hour	
	Replant	\$ 14 . 77	Hour	
	Stake Repair	\$ 14 . 77	Hour	
	Mopping Bed Top	\$ 14 . 77	Hour	
	Roughing (plant/weed)	\$ 14 . 77	Hour	
	Hand Punch Fertilizer	\$ 14 . 77	Hour	

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Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Farm Truck Safety Cut Outs	\$ 14 . 77	Hour	
	Tractor Driver (From Crew)	\$ 14 . 77	Hour	
	Wait Time-All	\$ 14 . 77	Hour	
	Training-All	\$ 14 . 77	Hour	
	Health & Safety	\$ 14 . 77	Hour	
	Committee Meeting	\$ 14 . 77	Hour	
	Record keeper-Piece Rate Input	\$ 14 . 77	Hour	
	Cutting String - Hurricane Preparedness	\$ 14 . 77	Hour	
	Staking (Hammer) 54"	\$ 01 . 35	Piece Rate	100 ft.(832.59 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Staking (FRP non-wood) 54"	\$ 01 . 75	Piece Rate	100 ft. (642.29 ft/hourly) \$11.24 estimated hourly. \$14.77 per hour guaranteed.

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Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Staking (Stab) 72"	\$ 01 . 20	Piece Rate	100 ft (936.67 ft/hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Staking (Hammer) 72"	\$ 02 . 05	Piece Rate	100ft. (548.29 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Staking (Combo) 72"	\$ 03 . 25	Piece Rate	100 ft. (345.85 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Staking (FRP non-wood) 72"	\$ 02 . 00	Piece R	100ft. (562.00 ft./Hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Tying 54"	\$ 00 . 80	Piece Rate	100 ft. (1405.00 ft./ hourly) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Tying 72"	\$ 01 . 00	Piece Rate	100 ft. (1124.00 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Pruning (1st)	\$ 00 . 70	Piece Rate	100 ft. (1605.71ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Pruning (2nd)	\$ 00 . 55	Piece Rate	100 ft. (2043.64 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Weeding	\$ 00 . 50	Piece Rate	100 ft. (2248.00 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Plastic/Drip Tape Removal (Pull)	\$ 01 . 15	Piece Rate	100 ft. (977.39 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.

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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
	Cutting String (54")	\$ 01 . 40	Piece Rate	100 ft. (802.86 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Cutting String (72")	\$ 01 . 60	Piece Rate	100 ft. (702.50 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Stake Pulling (Machine) 54"	\$ 00 . 50	Piece Rate	100 ft. (2248.00 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Stake Pulling (Machine) 72"	\$ 00 . 55	Piece Rate	100 ft. (2043.64 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Stake Pulling (Manually) 54"	\$ 00 . 80	Piece Rate	100 ft. (1405.00 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Stake Pulling (Manually) 72"	\$ 00 . 80	Piece Rate	100 ft. (1405.00 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Stake Pick Up & Bundle (54")	\$ 00 . 40	Piece Rate	100 ft. (2810.00 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Stake Pick Up & Bundle (72")	\$ 00 . 60	Piece Rate	100 ft. (1873.33 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Stake Pull & Bundle (54" combo)	\$ 01 . 20	Piece Rate	100 ft. (936.67 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Stake Pull & Bundle (72" combo)	\$ 01 . 40	Piece Rate	100ft (802.86 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.

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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
	Bale Plastic, Drip Tape & String	\$ 00 . 30	Piece Rate	100 ft. (3746.67 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Farm Field Clean Up PW	\$ 00 . 25	Piece Rate	100 ft. (4496.00 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Watering In Plants	\$ 00 . 32	Piece Rate	100ft (3512.50 ft/hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Staking (Stab) 54"	\$ 00 . 80	Piece R	100ft. (1405.00 ft/hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Staking (Combo) 54"	\$ 02 . 15	Piece Rate	100 ft. (522.79 ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
	Planting-Manual	\$ 01 . 10	Piece Rate	100ft. (1021.82ft./hour) \$11.24 estimated hourly. \$14.77 per hour guaranteed.
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		
		\$ _____ . _____		

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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 (<i>up to 3,500 characters</i>) *</p> <p>After a worker has completed 50% of the work contract period, the employer will reimburse the worker for the cost of transportation and subsistence from the place the worker came from to the place of work, if such costs are borne by the worker. Upon completion of the work contract, the employer will pay economic costs of a worker's subsistence and return transportation to the place of recruitment, except when the worker will not be returning to the place of recruitment .</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Farming tasks
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <ul style="list-style-type: none"> • Daily Work – Misc. farm tasks • Plastic Laying/Repair – Ride plastic machine and change out drip tape and plastic roles (weight +/- 100 lbs.) with 2 people. Shovel dirt on row ends (bury). Ride fertilizer hopper and maintain flow of fertilizer with shovel. • Mark and Measure – walk fields to mark 100' intervals with spray paint • Irrigation Hook-up/Installation/Drainage – use shovel to make shallow trench to connect irrigation pipe or redirect water • Planting (Machine) – Load planter with plant trays and ride or walk behind planter to assure plants are at center of hole, proper depth, and no skips. Pull sporadic weeds growing from plastic as needed. • Replant – Walk along plant bed holding plant tray and replanting weak, dead, or missing plants at proper depth. • Stake Repair – carry stakes (+/- 40') to repair/replace areas with broken stakes, and/or tie broken stake to a new one • Mopping Bed Top – Mopping top of beds • Rouging plants/weeds – removing unwanted plants/weeds • Hand Punch Fertilizer – punch hole in plant bed and apply dry fertilizer with cup • Farm Truck Safety Cutsouts – Cutting walkways within plant beds every 50 feet • Planting (by hand) – Walk along plant bed holding plant tray and assuring that plants are planted at the center of pre punched plant hole at proper depth. Pull sporadic weeds growing from plastic as needed. Return empty plant trays to truck/trailer. (No empty trays to be left in field). • Watering In Plants – Walking beside plastic bed with water hose applying water to each plant hole, fill/plant any skips with plants provided. • Staking <ul style="list-style-type: none"> o Combo – Combination of the Stab & Hammering Tasks. Carry stakes (+/-40) from flatbed truck and stab in plant bed between every plant or marked hole. Ride hammer machine and use air hand hammer to drive every take 14" deep. o FRP – carry FRP Stakes from flatbed truck and stab by hand in plant bed between every plant or hole marked. • Tying – tie plants upright with tie stick and string/twine, looping each stake. • Pruning – walk field and bend-over at each plant, hold plant carefully and remove number of suckers directed by supervisor 			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job description
3.		<p>Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The farm work position includes duties associated farm labor tasks for production of tomatoes. This work can require standing, walking, stooping, bending, and lifting up to 50 pounds along with time outdoors in all weather conditions. It also includes adherence to instruction given in regard to proper procedures & technics based on operation of the machinery to be used to complete each task.</p> <ul style="list-style-type: none"> -Daily Work-Misc. farm tasks -Plastic Laying/Repair – Ride plastic machine and change out drip tape and plastic roles (weight +/- 100 lbs.) with 2 people. Shovel dirt on row ends (bury). Ride fertilizer hopper and maintain flow of fertilizer with shovel. -Mark and Measure – walk fields to mark 100' intervals with spray paint -Irrigation Hook-up/Installation/Drainage – use shovel to make shallow trench to connect irrigation pipe or redirect water -Planting (Machine)- Load planter with plant trays and ride or walk behind planter to assure plants are at center of hole, proper depth, and no skips. Pull sporadic weeds growing from plastic as needed. -Replant- Walk along plant bed holding plant tray and replanting weak, dead, or missing plants at proper depth -Stake Repair – carry stakes (+/- 40') to repair/replace areas with broken stakes, and/or tie broken stake to a new one -Mopping Bed Top- Mopping top of beds -Rouging plants/weeds- removing unwanted plants/weeds -Hand Punch Fertilizer – punch hole in plant bed and apply dry fertilizer with cup -Farm Truck Safety Cutouts- Cutting walk ways within plant beds every 50 feet -Planting (by hand) – Walk along plant bed holding plant tray and assuring that plants are planted at the center of pre punched plant hole at proper depth. Return empty plant trays to truck/trailer. Pull sporadic weeds growing from plastic as needed. (No empty trays to be left in field) -Watering In Plants- Walking beside plastic bed with water hose applying water to each plant hole, fill/plant any skips with plants provided. -Staking <ul style="list-style-type: none"> oCombo-Combination of the Stab & Hammering Tasks. Carry stakes (+/-40) from flatbed truck and stab in plant bed between every plant or marked hole. Ride hammer machine and use air hand hammer to drive every take 14" deep. oFRP- carry FRP Stakes from flatbed truck and stab by hand in plant bed between every plant or hole marked. -Tying – tie plants upright with tie stick and string/twine, looping each stake. -Pruning – walk field and bend-over at each plant, hold plant carefully and remove number of suckers directed by supervisor -Weeding – pull weeds from plant bed and around plant holes. -Plastic/Drip Tape Removal (Pull)- pull plastic and drip tape by hand and place in road way or at 100' cross walk. -Cutting String- walk field and cut and remove string/twine with a small knife and place where directed by supervisor -Pre Stake Clean Up- walk field to ensure that wooden stakes are in line and free of debris. -Stake Pulling (Machine)- ride stake pull machine to assure stakes bundle evenly and/or walk field to pull stakes by hand and place small bundle at 100' cross walks to pick-up and load onto flat-bed truck -Stake Pulling (Manually)- Pulling stakes out of the ground by hand and place them between the first and second rows in both sides of the dry middle. -Stake Pick Up & Bundle- Gather stakes by hand from the first & second row on both sides of the dry middle & place them in the bundling machine. 	

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job description (Continuation)
3.		<p>Details of Material Term or Condition (up to 3,500 characters) *</p> <ul style="list-style-type: none"> -Stake Pull & Bundle Combo- Pull stakes out of the ground and place them directly into the bundle machine. -Bale or Pick Up Plastic, Drip Tape, & String- walk field and load baler with banded plastic, drip tape and string by hand -Farm Field Clean Up (PW)- Walk field and remove miscellaneous debris -Harvesting tomatoes- Using a 24 quart bucket the employee will hand pick "harvest" mature tomatoes from the plant by twisting the fruit from the vine (also remove calyz and stem from tomato) and place fruit into the bucket. The types of tomatoes to harvest will be rounds, romas, cherries, and grapes. Harvesting process will be repeated until the tomato bucket is full. The harvester will lift the bucket and place on shoulder and stand upright. The harvester will walk the filled bucket at a brisk pace to the field truck and toss filled buckets (by lifting bucket from their shoulder with both hands) to the harvest dumper. The harvester will receive a token for each filled bucket of tomatoes. Tokens will serve as a count of buckets harvested. Repeat process. -Harvest Dumper-Harvest dumper is required to stand on the back of a flatbed truck and catch buckets of tomatoes (approximately 34 lbs). The dumper will empty the contents of the bucket into various types of harvesting containers/trays that are stacked on pallets on the bed of the truck. Dumper will place a token inside the bucket and return empty bucket back to the harvester on the ground. The harvest dumper will serve as quality control and ensure that tomato in buckets meets the company's quality standard. The dumper will monitor the cleanliness of the containers/trays and remove any addition vegetation from produce inside the harvest containers/trays and toss unwanted vegetation onto the ground. As containers/trays reach full capacity, the harvest dumper will stack additional empty containers on top of the full container and continue with the process. -Vine Ripe Tomato Harvester (Rounds, Roma)-Using a 15.3 quart harvesting bucket the employee will hand pick "harvest" tomatoes of a specified maturity & color and place fruit into the harvesting bucket. The employee will then carry fully harvested bucket to a parked box truck at the field pathway. Employee will exchange filled bucket for another empty bucket and repeat the process. -Vine Ripe Tomato Grader (Rounds, Roma)-While in the field employee will sort harvested tomato buckets and transfer fruit to another container based on maturity, color, shape and size. <p>This work requires adherence to important food safety and quality standard operating procedures and the ability to work quickly and consistently alongside fellow workers with a positive, professional, team-based attitude and a consideration for the safety and health of fellow workers and of the consumers who will purchase and consume the fresh produce.</p> <p>Workers may operate implements of husbandry such as farm vehicles, equipment such as trucks, tractors, sprayers, water tank trucks & dump/haul trucks.. Workers will be instructed in the safety and operation of vehicles/equipment before operating. All vehicles should be driven in a manner to protect workers, harvested produce, in-field crops, and equipment. Operators should ensure all equipment is functioning correctly before operating and completion of the company's driving certification process.</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 - Job description (Continuation 1)
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The use of all necessary PPE and safety equipment including wearing of seatbelt at all times when operating farm equipment is mandatory. Workers may assist with the repair, service, & maintenance of farm equipment including the prep, cleaning, lubrication, assembly, inspection, dismantling of equipment parts.</p> <p>Employee Badge: At the beginning of the employment period each worker will be assigned an employee badge for identification and payroll purposes. The worker will be required to keep the badge throughout his/her employment period and must have the badge in possession at all times while working. The worker will present their badge to the Supervisor at the beginning and end of each workday, and from time to time throughout the workday, for payroll purposes. The employer will provide the worker with the badge free of charge. Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time and may include all of the following job specifications.</p> <p>Tomatoes: Farm work duties will include farm labor tasks for production of tomatoes crops. Farm labor tasks consist of laying plastic, marking walkways, planting, weeding, shoveling, installing irrigation, staking and hammering. Workers must adhere to all safety rules as instructed by their supervisors and all farm work operations must meet the standards and specifications given by the employer.</p> <p>Workers should be able to work on their feet in bent positions for long periods of time. Workers are exposed to conditions due to weather events. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Workers are exposed to wet weather early in the morning and heat throughout the day while working in the fields. Temperatures may range from 10 to 110 F. Workers are exposed to wet weather conditions. Workers may be required to work during occasional showers not severe enough to stop field operations.</p> <p>Workers will report to work at the designated time and place as directed by the grower each day. The standard work is 7 hours per day. In peak periods of seasonal crop demands, employees may be requested but not required to work up to 12 or more hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields, weather, orders, and maturity of the crop. Employees may volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur any time throughout the season.</p> <p>All operational specifications can change during the season due to crop or market condition. Workers will be expected to conform to the specific instructions given for each day's work. A farm manager, supervisor, or a designated employee will provide instructions and general supervision. The grower or supervisor will make daily individual work assignments, team or crew assignments, and determine location of work as the needs of the operation dictates.</p> <p>Person seeking employment, as a farm laborer must be available for the entire period requested by the employer and possess 3 months experience in fruit and vegetable production..</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job description (End)
<p>3. Details of Material Term or Condition (up to 3,500 characters) * All domestic and/or nonresident seasonal workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. The decision to pay above the stated prevailing hourly rate will be made by the employer, at his sole discretion, and will be based on factors including the recipient's performance and tenure. Employer retains the right to discharge an obviously unqualified worker, malingerer, or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium product. All terms and conditions in the job order will apply equally to all workers, domestic and foreign, employed under this job order.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation Information
<p>3. Details of Material Term or Condition (up to 3,500 characters) * After a worker has completed fifty percent of the work contract period, the employer will reimburse the worker for the cost of transportation and subsistence from the place the worker came from to the place of work, if such costs are borne by the worker.</p> <p>The employer will not repay transportation for workers that do not have legal, suitable documents to comply with DHS/USCIS (Form I-9), are discharged for lawful job-related reason, apply for employment knowingly unable to perform the job activities, or who abandon employment. This benefit is not applicable to local workers who are not eligible for employer-provided housing.</p> <p>Upon completion of the work contract, the employer will pay economic costs of a worker's subsistence and return transportation to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, the employer will then only pay for the transportation to the next job.</p> <p>The amount of such transportation payment will be equal to the worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. The employer reserves the right to charter or to otherwise arrange transportation to the point of recruitment, or to offer any combination of payment, chartered and/or arranged transportation to the point of recruitment. If the employer arranges transportation, and the worker does not use that transportation, the worker will be reimbursed only the cost of the employer arranged transportation. Employees eligible for reimbursement under the program will be provided subsistence reimbursement.</p> <p>The amount of subsistence payment shall be no less than the amount permitted under the current Consumer Price Index as indicated in 20 CFR 655.122(h)(1). The current minimum subsistence rate is \$15.88 per day. The subsistence reimbursement will be the amount the employer would charge for providing the worker three meals per day of \$15.88 per day OR workers providing receipts will be reimbursed up to the amount authorized by the Continental United States per diem rate of \$59.00, as computed by the GSA method. Payments will be made based upon the date of publication of the H-2A Program Allowable Meal charges in the Federal Register.</p> <p>The employer will provide transportation and subsistence under this agreement to the workers whose services are no longer required for reasons beyond the control of the employer due to fire, hurricane, or other Acts of God which makes fulfillment of the contract impossible, with the exception if a worker is displaced by a U.S. worker under the Fifty Percent Rule. This benefit does not apply to workers who voluntarily quit employment before the end of the contract, miss 5 consecutive work days without the employer's consent that constitutes abandonment of employment, or who are terminated for cause. The employer will notify the Department of Labor if an employee has abandoned the job or has been terminated for cause.</p> <p>The employer will provide free transportation between the employer's housing and the worksite for any worker who is provided housing. The use of transportation by the worker is voluntary, and no worker will be required as a condition of employment to utilize the transportation offered by the employer.</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) * All vehicles used to transport worker are company owned and abide by all applicable local, state, & federal laws. Company buses in use at the time of this filing are as follows:</p> <p>YEAR MAKE CAPACITY OWNED/LEASED 2015 Bluebird 44 Owned 2004 Thomas 44 Owned 2014 Freightliner 42 Owned 2014 Bluebird 42 Owned 2007 Thomas 42 Owned 2011 Bluebird 52 Owned 1999 International 42 Owned</p>			

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