

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



IMPORTANT: In accordance with 20 CFR 653.500, all employers seeking U.S. workers to perform agricultural services or labor on a temporary, less than year-round basis through the Agricultural Recruitment System for U.S. Workers, must submit a completed job clearance order (Form ETA-790) to the State Workforce Agency (SWA) for placement on its intrastate and interstate job clearance systems. Employers submitting a job order in connection with an H-2A Application for Temporary Employment Certification (Form ETA-9142A) must complete the Form ETA-790 and attach a completed ETA-790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed ETA-790B. Employers and authorized preparers must read the general instructions carefully, complete ALL required fields/items containing an asterisk (*), and any fields/items where a response is conditional as indicated by the section (§) symbol.

I. Clearance Order Information

FOR STATE WORKFORCE AGENCY (SWA) USE ONLY			
Questions 1 through 17			
1. Clearance Order Number *	2. Clearance Order Issue Date *	3. Clearance Order Expiration Date *	
3996181	11/25/2025	6/29/2026	
4. SOC Occupation Code *	5. SOC Occupation Title *		
45-2092.00	Farmworkers and Laborers, Crop, Nursery, and Greenhouse		
SWA Order Holding Office Contact Information			
6. Contact's last (family) name *		7. First (given) name *	8. Middle name(s) §
Lorenzo,		Logan	
9. Contact's job title *			
Agriculture & Foreign Labor Specialist			
10. Address 1 *			
200 Bob Morrison Blvd. Suite 100			
11. Address 2 (suite/floor and number) §			
12. City *		13. State *	14. Postal code *
Bristol		Virginia	24201
15. Telephone number *	16. Extension §	17. Email address *	
(804) 929 0250			

II. Employer Contact Information

1. Legal Business Name *			
Legacy Labor, Inc.			
2. Trade Name/Doing Business As (DBA), if applicable §			
Legacy Labor			
3. Contact's last (family) name *		4. First (given) name *	5. Middle name(s) §
Fritz		Julianne	N/A
6. Contact's job title *			
H-2A Program Coordinator			
7. Address 1 *			
201 North Mitchell Street			
8. Address 2 (suite/floor and number) §			
Suite L1			
9. City *		10. State *	11. Postal code *
Cadillac		Michigan	49601
12. Telephone number *	13. Extension §	14. Business email address *	
+1 (231) 444-2774		julianne@legacylabor.com	
15. Federal Employer Identification Number (FEIN from IRS) *		16. NAICS Code *	
		115115	

III. Type of Clearance Order

1. Indicate the type of agricultural clearance order being placed with the SWA for recruitment of U.S. workers. (choose only one) *	<input checked="" type="checkbox"/> 790A (placed in connection with an H-2A application) <input type="checkbox"/> 790B (not placed in connection with an H-2A application)
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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A. Job Offer Information

1. Job Title * Farmworkers and Laborers								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 1/29/2026				4. Last Date * 11/28/2026
		107	105					
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 *		
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday	a. 7 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday	b. 2 : 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 \$		
\$ 13 .90		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 00 .00		H-2A wage offer of \$11.82/hr.		
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 type="checkbox"/> Yes <input checked="" 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.) See Addendum C								



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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. *	2	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 checked="" 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 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> See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
Credo Fresh LLC / dba Pluck'd Wildwood Commerce Park 151 Maynard Drive			
2. City *	3. State *	4. Postal Code *	5. County *
Austinville	Virginia	24312	Wythe County
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
526 West Main Street			
2. City *	3. State *	4. Postal Code *	5. County *
Independence	Virginia	24348	Grayson County
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)		15	105
9. Identify the entity that determined the housing met all applicable standards: *			
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input 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> *			
Stick Built Multi-Plex 15 Bedrooms - 7 beds per room 18 Bathrooms			
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.)

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries. In the event kitchen facilities are not available, or become unavailable during the season, workers staying in employer housing will be provided 3 meals per day at the current subsistence rate as posted in the federal register.

Workers staying in employer provided housing that does not have kitchen facilities to prepare their own meals will be provided 3 meals per day at the current subsistence rate posted in the federal register. If this rate changes after the start of the contract, workers will be notified of the updated rate.

2. The employer: *	<input type="checkbox"/> WILL NOT charge workers for meals.					
	<input checked="" type="checkbox"/> WILL charge each worker for meals at	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center; width: 40px;">16</td> <td style="text-align: center;">.</td> <td style="text-align: center; width: 40px;">28</td> </tr> </table> per day, if meals are provided.	\$	16	.	28
\$	16	.	28			

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.)

Workers staying in employer housing: Workers will be provided employer owned transportation to and from work daily from the housing.

Daily transportation schedule will coincide with the work schedule outlined on this application, or as agreed upon between employer and employee based on seasonal demands and/or workload. If needed multiple trips will be made if needed.

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	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center; width: 40px;">16</td> <td style="text-align: center;">.</td> <td style="text-align: center; width: 40px;">28</td> </tr> </table>	\$	16	.	28	per day *
\$	16	.	28				
	b. no more than	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center; width: 40px;">68</td> <td style="text-align: center;">.</td> <td style="text-align: center; width: 40px;">00</td> </tr> </table>	\$	68	.	00	per day with receipts
\$	68	.	00				

G. Referral and Hiring Instructions



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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 See Addendum C

2. Telephone Number to Apply * +1 (231) 878-4618	3. Extension § N/A	4. Email Address to Apply * jobs@legacylabor.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:

1. **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.
2. **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).
3. **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.
4. **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).
5. **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 * Bartlett	2. First (given) name * Justin	3. Middle initial §
4. Title * C.F.O.		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 12/9/2025
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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 (<i>up to 3,500 characters</i>) *</p> <p>Crops: Tomatoes</p> <p>Propagation & Plant Care</p> <ul style="list-style-type: none"> • Seeding propagation, transplanting, and labeling • Soil/media mixing, sterilization, and tray setup • Grafting and budding for specialty varieties • Monitoring germination rates and adjusting conditions • Potting and repotting plants as they grow <p>Irrigation & Nutrient Management</p> <ul style="list-style-type: none"> • Installing, calibrating, and repairing drip irrigation systems • Mixing, measuring, and delivering water-soluble fertilizers • Flushing systems and cleaning water lines • Monitoring reservoir levels and topping off nutrient tanks • Conducting EC/pH tests and adjusting solution concentrations <p>Climate & Environmental Control</p> <ul style="list-style-type: none"> • Operating and troubleshooting greenhouse climate systems (vents, fans, heaters) • Installing, repairing, and replacing shade cloths and poly films • Monitoring humidity and temperature sensors (including remote systems) • Executing seasonal cleaning and maintenance of environmental controls <p>Pest, Disease & Integrated Pest Management (IPM)</p> <ul style="list-style-type: none"> • Scouting for pests, diseases, and abiotic stress symptoms • Recording and reporting findings in pest-management logs • Applying biological controls (releasing beneficial insects) • Cleaning and sanitizing benches, tools, and work areas to prevent disease spread <p>Plant Training & Canopy Management</p> <ul style="list-style-type: none"> • Pruning, de-suckering, and removing lower leaves • Trellising, stringing, and hand-tying vines to support structures • Adjusting plant density for optimal airflow and light penetration 			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will make the following deductions from the Worker's wages: FICA taxes, Medicare, Local, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, meals (if applicable) repayment of over payment of wages to the worker, recovery of any loss to the employers due to workers damage (beyond normal wear and tear), or loss of equipment or housing items if shown the worker is responsible. and any other charges expressly authorized by the Worker inwriting. If the employee voluntarily purchases items from the employer it will be at cost and not result in a profit for the employer. FICA, State and Federal taxes will not be deducted from those worker 's wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if the worker request withholding and the employer agrees to do so as stated by the IRS.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>2 months experience working in a commercial greenhouse. On-site-training for curtain task. Applicants must furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Must be physically able to meet and perform all job specifications stated in job order. Must be able to work in the hot humid weather for extended periods of time. Workers are subject to random drug testing at no cost to the employee. All drug testing will occur after the worker begins his or her employment and is not a part of the interview process. Failing or refusing a drug test will result in immediate termination.</p> <p>SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited.</p>			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All local and intrastate (instate) applicants are to apply directly to the employer, between the hours of 9:00 am-3:00 pm Monday- Thursday. Applicants may apply by emailing their resume or application to Julianne Fritz or call Monday Thursday 9:00 am until 3:00 pm to schedule an in-person interview. All applicants may apply at any local state workforce agency (SWA). SWA staff is encouraged at call The Order Holding Office (OHO) regarding questions, concerns or to initiate a referral of a qualified worker. The Applicant Holding Offices (AHO) must apprise the applicant of all terms and conditions of employment prior to referral. For interstate (out of state) and Intrastate applicants, apply at the local state employment agency. WA staff should attempt to make a referral while the applicant is at the Job Service office during times disclosed above. Over the phone interviews (for non-local applicants) will be done once employer has received written confirmation that the employer has complied with all disclosure requirements in accordance with 20 CFR500.76. Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of the terms, conditions, and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Completing an application is part of the interview process. Workers are screened for compliance with the following criteria: 1) confirm ability, availability, qualifications, and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non-local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. Workers recruited against the job order from within normal commuting distance will not be provided with housing, subsistence, and transportation. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided those workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act. The employer does not conduct background checks but 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. Interested applicants are encouraged to contact their nearest State Workforce Agency local office (i.e. SWA) to receive terms and conditions of employment and to apply for the job opportunity.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>(a) Incoming: At the filing of this job order that is not known based on appointment availability at the consulate. The Employer will not advance transportation and subsistence costs to workers for transportation to or from the place of employment. Employer will provide or reimburse workers as outlined in the regulations the most economical cost of transportation subsistence costs during travel. See contract for additional details.</p>			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Disclosures: Workers' Compensation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Employer will provide workers' compensation insurance coverage in accordance with 20 CFR 655.122(e). Employer attests that the policy will be renewed as necessary to cover the entire certified contract period and any extension of employment.</p> <p>Name of insurance carrier: FCCI INSURANCE COMPANY Name of policyholder: Legacy Labor, Inc. Name of person to be notified of claim: Taylor Williams Telephone number for point-of-contact: 12319680105 Deadline for filing a claim: Report within the timeframe specified by state law.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional employer policies - 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employees may also be requested to take post accident and reasonable suspension drug tests at no cost to the worker. Workers are subject to drug testing effective their first date of work. Failure to comply with the request or testing positive will result in immediate termination.</p> <p>Duty to leave: Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.</p> <p>Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management. This employer strongly urges the reporting of all incidents of discrimination, harassment, bullying, intimidation, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management. Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended. Employer will not tolerate any type of harassment or intimidation of fellow workers. If you are threatened or intimidated in any way you should report this to upper management immediately.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Pay Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will receive written approval prior to making any voluntary deductions.</p> <p>All domestic &/or nonresident seasonal farm workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipient's performance and tenure. The employer also reserves the right to give workers foreign and domestic an end of season bonus. This is not promised or guaranteed. Decisions to give bonus will be strictly employment based on factures such as performance and tenure.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A6/ Anticipated dates of need
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Approximate time during the contract period of crop activities for all crops included in the application. All the time frames related to specific job descriptions for each crop listed in job description is approximations for the purpose of disclosure to potential applicants, applicants, and employee (both foreign and domestic). The job activities described may, in fact, occur earlier and/or later depending on a wide variety of variable's including, but not limited to, weather conditions, weather disaster(s), Acts of God, disease pressure, positive or negative market conditions, availability or lack of availability of productions inputs, high or low cost of available inputs, and other factors, that the grower could not reasonably anticipate at the time this application was submitted and is beyond the control of the employer. These could develop and could occur at any time during the growing season. Applicants seeking employment in this position must be available for the entire period requested by the employer.</p> <p>"Workers may perform plant-health observation, general sanitation, and post-harvest handling tasks consistent with the O*NET description for SOC 45-2092.00, which includes inspection, grading, sorting, and basic agricultural tasks such as weeding, pruning, transplanting, and applying pesticides. Any pesticide-related tasks will be strictly limited to non-licensed duties, such as using employer-provided or pre-mixed solutions under supervision. These duties do not include any tasks requiring a pesticide applicator license."</p>			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - GENERAL CONDITIONS APPLICABLE TO ALL CROPS
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110 degrees to 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.</p> <p>Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision. The employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able to but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product.</p> <p>During certain duties, workers may be required to work in teams to accomplish a certain task. When engaged in teamwork activities workers must coordinate with other members of the team to accomplish the task.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Full Crop Commitment
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Full Crop Commitment: This is regular work, six hours per day, Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees and will not receive certain transportation reimbursements. Excessive tardiness and/or absences will not be tolerated and will result in termination.</p> <p>Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.</p> <p>Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.</p> <p>The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to ensure adherence to instruction. Work will be closely monitored and reviewed for quality.</p> <p>Worker must possess the physical strength and endurance (ability to continue or last) to repeat the harvest process though out the workday, working quickly and skillfully to perform activities assigned during that activity. Workers must work at a sustained (continuing for an extended period of time without interruption), vigorous pace (quick and steady) and make bona fide efforts (made in earnest intent) to work efficiently (performing or functions in the best possible manner with the least waste of time and effort) and consistently (same way for a long time) that are reasonable under the climatic and other working conditions. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc., may affect worker's ability to perform the work described herein.</p> <p>The following definitions are provided to assist all workers with the employer's work standards. Work/Job Specification Definitions: a) Sloppy: not careful or neat: showing a lack of care, attention, or effort. b) bona fide: made with earnest intent c) earnest: serious in intention, purpose, or effort: d) sustained: continuing for an extended period or without interruption. e) endurance: the ability or strength to continue or last, especially despite fatigue, stress, or other adverse conditions. f) efficiently: performing or functioning in the best possible manner with the least waste of time and effort. g) consistently: same way over a long period of time.</p>			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Full Crop Commitment Continued
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Employee's will need to comply with their GAP or other sanitation requirements. Any worker willfully ignoring sanitation requirements will be terminated.</p> <p>See employers contract for additional terms and conditions for the employers job including steps for discipline and termination, work rules, and housing rules.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - 8A/ Additional Job terms and conditions: Discipline and/or Termination
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>A). Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules. c) threatens, harasses, or intimidates any supervisor, crew leader, or fellow employees, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment (5 consecutive days of unexcused absences); g) falsifies identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, or i) commits acts of insubordination, j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Reason beyond employer's control" includes termination of workers, if not a U.S. worker, because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.</p>			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - 8A/ Additional Job terms and conditions: Discipline and/or Termination Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>In general, with respect to above references, in the context of this job offer & job description "serious act(s) of misconduct" includes but is not limited to: Theft from the farmer or other workers; fighting, assault; fraud - falsifying work related records; being intoxicated at work on drugs (abuse of prescribed drugs or illegal drugs) or alcohol; disobeying a lawful & reasonable instruction given by the farmer or supervisor; repeated acts of misconduct for which the employee has been warned; abusing or threatening another employee, the supervisor, farmer, or any other person either verbally, mentally, or physically; bullying or harassment (including verbal, physical, sexual); willful or malicious damage to employer's property or another worker's property; willful failure or repeatedly refusing to carry out a lawful or reasonable instruction that is consistent with the terms & conditions of this job offer & job description; willful failure in the performance of the duties described herein to exercise the appropriate degree of care or caution considered reasonable under the circumstances resulting in an injury to the worker, another worker, supervisor, farmer or any other person, or in damage to the crops or farm tools & equipment; taking deliberate action that causes the employer to be out of compliance with the law; removing or misusing any employer property. A serious act of misconduct in the workplace is, in general, characterized as an objectionable action that is willful & cannot be described as a mistake or an act of negligence.</p> <p>B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - 8A/ Additional Job terms and conditions: Training
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section six or more hours will be considered one day.</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules 1-6
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The following other work rules are intended to provide examples of prohibited conduct, and to provide standards of conduct and performance expected of workers by the employer. Workers are expected to comply with all rules in this job order, and any other lawful job-related employer requirements. Violation of any rule in this job order, including these other work rules, and other lawful job-related employer requirements, will be considered grounds for disciplinary action, up to and including termination. This is not an all-inclusive list. As issues and circumstances arise the employer may need to add, modify or remove work rules. If this occurs workers will be provided an updated copy and explanation of the changes.</p> <p>1. Workers who perform fraudulent or sloppy work, as defined under Job Specifications, will be subject to our progressive disciplinary rules. Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined through our Progressive Disciplinary Policy as outlined below: Step 1: Documented Verbal Warning and Counseling/Training • Step 2: Written Warning • Step 3: Final Written Warning and possible Suspension • Step 4: Recommendation for Termination of employment.</p> <p>2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals) and will be CAUSE FOR IMMEDIATE TERMINATION; workers may not report for work under the influence of alcoholic beverages or illegal drugs and violation will be CAUSE FOR IMMEDIATE TERMINATION. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be CAUSE FOR IMMEDIATE TERMINATION. Transporting alcohol in employer vehicles is prohibited. Anyone suspected to be under the influence of drugs or alcohol will not be permitted to work. Worker may be required to take a drug and/or alcohol test. Worker may not fail or refuse to take such tests.</p> <p>3. Excessive absences and/or tardiness will not be tolerated. Employees are expected to be present, on time, able, ready, and willing to perform the assigned work every workday. Two consecutive days of unexcused absences or three in a 30-day period. Violation will be CAUSE FOR IMMEDIATE TERMINATION. Five consecutive days of unexcused absences is considered abandonment of their position per Dept of Labor regulations. Worker must report at assigned time and place each workday as directed by the crew leader and/or supervisor Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days. WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS.</p> <p>4. Worker may not take unauthorized breaks from work. This includes personal cell phone calls during work hours. Workers are encouraged to take necessary breaks for short periods of time when working during excessive heat events. Worker must notified their supervisor to team leader when taking an unscheduled break.</p> <p>5. Worker may not leave the field or other assigned work area without permission of supervisor. If the worker must leave the field they need to notify their supervisor or team leader. This is a safety issue. The employer must be able to account for all workers, at all time.</p> <p>6. Worker may not enter employer's personal premises without authorization.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules 22-34
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>22. Worker must obey all safety rules, common safety practices and operating instructions. Worker must report any injuries or accidents to their supervisor or their employer as soon as possible. Unsafe work behavior or failure to report an unsafe situation will subject the worker to disciplinary action.</p> <p>23. Worker must follow crew leader, team leader and/or supervisor's instructions. Worker may not commit acts of insubordination – including, but not limited to, the refusal to perform assigned work, the use of malicious or profane language toward crew leaders, team leaders or supervisors, or other conduct which fails to regard authority or undermines the authority of a crew leader, team leader or supervisor. Violation will be CAUSE FOR IMMEDIATE TERMINATION</p> <p>24. After the training period, worker is expected to possess the skills necessary to perform the job described in the job order.</p> <p>25. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law or engage in any behavior creating a cause of action or potential cause of action for a civil lawsuit for damages against the employer</p> <p>26. Worker must not drop paper, cans, bottles and other trash in fields, packinghouse, company property, others' property, housing property, or in company vehicles/equipment. Trash and waste receptacles must be used.</p> <p>27. Personal vehicles are not allowed in the fields. Personal vehicles will need to be left at designated location as set by the employer.</p> <p>28. All personal entertainment devices are prohibited at work-Do not bring these to work with you.</p> <p>29. Workers may not use cell phones, theirs or the employers, for personal use during the work period. Workers may carry and are encouraged to use cell phones in the case of a bona fide emergency. The employer is not responsible for lost or damage phones.</p> <p>30. Workers must use seat belts when riding in employer provided vehicles, if the vehicles have seat belts.</p> <p>31. Workers will be expected to perform their duties in a timely and proficient manner without close supervision</p> <p>32. Workers must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired.</p> <p>33. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions. Workers must move along the rows quickly and in unison with the field sleds or wagons.</p> <p>34. Workers are not to drive the employers vehicles or operate their equipment if they have had any alcohol. Whether you are arrested or not, you will be terminated immediately.</p>			

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A6/ Anticipated days and hours per week
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The standard workweek is 6 hours per day Monday- Friday, and 5 hours on Saturday is normal; however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays, Saturdays, and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop, or other conditions beyond the employer's control. These periods can occur anytime throughout the season.</p> <p>If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled workday. Not reporting for work on your scheduled workday will be counted as an unexcused absence.</p> <p>Starting and ending times will change due to weather and crop conditions. During certain times of the year the employer may schedule work much earlier and sometimes later. There may be times that work is scheduled at night. Anytime there is a change to the schedule the employer will provide notice to the worker, with as much notice as possible.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Housing Rules 1-9
<p>3. Details of Material Term or Condition (up to 3,500 characters) * This housing is temporary in-season housing provided for migrant agricultural workers employed by employer. who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing.</p> <ol style="list-style-type: none"> Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor. Workers may not reassign themselves nor switch housing assignments with other workers, unless given permission from the employer. Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants. All beds must be kept elevated at least 12 inches from the floor. No person or person not assigned to the housing unit by the employer may occupy a bed or stay overnight in the housing unit. Housing occupancy is strictly enforced by US Department of Labor. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers are prohibited from modifying housing structures in any way or building any type of structure on the employers property including the area surrounding the housing. Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor. Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition. No person with a contagious disease should work in preparing, cooking or handling of the food. The following is not allowed in any sleeping rooms: Electric stoves, gas stoves, hot plates, toaster ovens, refrigerators, and open flames of any kind. Only electric heaters and air conditioning units provided by the employer are to be used in the sleeping rooms, and only with permission from the employer. Occupants are forbidden from removing batteries from smoke detectors for any reason. Workers are not to remove light bulbs. If a light bulb is removed it is to be immediately replaced with a working bulb. VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION. Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids MUST remain on these receptacles at all times as required by law. 			

v. Job Offer Information 22

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Housing Rules 10 - 25
<p>3. Details of Material Term or Condition (up to 3,500 characters) * 10.Workers living in employer's housing may have guests on housing premises so long as there is no behavior hurtful to others. While workers may have guest, they are not allowed to have overnight guests.. Workers may not entertain guests in or on housing premises after 9:00 p.m. Sunday through Friday, nor after 12 midnight on Saturday. If guests are disrupting other workers rests, or being loud and disrespectful of other occupants, they will be required to leave. You are responsible for your guests. Any guests that steal's or threatens other workers, guest or the employer will be banned from the housing. Any guest repeatedly interfering with other workers after being instructed not to will also be banned from the housing.</p> <ol style="list-style-type: none"> Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. on work nights, or after 12:00 p.m. on Saturday night. The possession, use or distribution of drugs or alcoholic beverages, Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing. Workers are not to remove the paper tag from the fire extinguishers. Extinguishers are to remain in their holder. Workers are not to use fire extinguishers except for putting out fires. They are not to be used for personal uses. No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time. Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer. Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. Do not remove storage boxes/furniture provided for storing clothes and personal articles. Workers will be discharged for stealing from the employer or from other workers. The use or possession of illegal drugs and/or alcoholic beverages will be cause for immediate termination and removal from the housing. If the employer allows you to have alcoholic beverages they will provide explicit authorization. If you have a question concerning this rule ask. Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law. Common drinking cups are not permitted to prevent the spread of disease and illness. Workers must keep toilet rooms lighted during the day and night. Workers must not feed any stray animals at the housing facilities. Report any stray animals to employer or designated supervisor. Workers must not remove screens, screen mesh material or self-closing devices from windows or doors. Workers may not cut or otherwise damage these screens. Workers must keep doors closed when air conditioning/heating is on. Workers must not change the temperature settings on the thermostat. The temperature is set by the employer or supervisor, and if you have an issue with those settings, you need to address that with the employer, or supervisor. 			

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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Housing Rules 26 - 27
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>26. Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer (or in compliance with state law).</p> <p>27. Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law, or engage in any behavior creating a cause of action or potential cause of action for a civil lawsuit for damages against the employer.</p> <p>IN THE EVENT OF AN EMERGENCY OR LIFE-THREATENING SITUATION, CALL 911. THE LOCAL AUTHORITIES WILL HAVE SOMEONE RESPOND, DEPENDING ON THE SITUATION – AN AMBULANCE, THE FIRE DEPARTMENT OR THE POLICE WILL RESPOND. AFTER CALLING EMERGENCY SERVICES, CALL THE EMPLOYER OR SUPERVISOR.</p>			

x. Job Offer Information 24

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Free family housing is not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence, that lives outside of the normal commuting distance.</p> <p>If a worker entitled to housing chooses to not live in the employer provided housing, they must state this in writing. This paragraph applies to workers staying in employer provided housing only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must vacate the housing upon termination of employment, in compliance of local/state tenancy laws. All housing will meet applicable housing standards in their jurisdiction. There is no charge for housing or utilities to eligible workers being provided housing by the employer. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement cost of damaged or lost property will be charged to the worker. Outrageous acts to damage or destroy the housing will result in termination and being charged for those damages. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilet facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. When public accommodations or another substantially similar class of habitation is used, it will meet local, state and federal standards for such housing. Employer-provided housing is equipped with kitchen facilities, cooking utensils & similar items for the use of residents. Workers must cooperate with other occupants in the house in regard to common areas, kitchen facilities and bathroom facilities.</p> <p>Housing will be kept clean & in compliance with OSHA farm labor camp standards when occupied. The housing must remain in compliance with OSHA standards during the period of occupancy. Occupants must cooperate with the employer & other workers in maintaining the housing unit in a clean condition & good repair. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the grower to be out of compliance with any federal, state or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards. See housing rules for detailed expectations.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A2/ Workers Needed
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is 11 . The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers, depending upon crop conditions, weather, markets, or other circumstances that develop during the season. Employer anticipates hiring local workers in addition to this job order being filed.</p>			

z. Job Offer Information 26

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules 7-21
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>7. Worker may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the supervisor. If you are unable to finish your work by your ending time, or need to begin work prior to your starting time, you must get permission from your supervisor. 8. Worker may not deliberately restrict production. If there is a problem or issue that is causing production to be delayed or stopped in, you need to notify the supervisor or team leader. There will be no work stoppage without justification. 9. Worker may not possess firearms, weapons or ammunition on company property, while performing work on others' property, on housing property, or in company vehicles/equipment. Violation will be CAUSE FOR IMMEDIATE TERMINATION. 10. Worker may not verbally or physically threaten another person (fellow worker, supervisor, farmer, customers) with or without a tool or weapon. Violation will be CAUSE FOR IMMEDIATE TERMINATION</p> <p>11. Worker may not display immoral or indecent conduct on company property, while performing work on others' property, on housing property, or in company vehicles/equipment. 12. Worker may not engage in harassment of others. Employer has a harassment policy that workers are required to follow. Any harassment or bullying of anyone will not be accepted. 13. Only the employees of the company are allowed on company property, or in company vehicles/equipment. No others are allowed without permission from a supervisor. 14. Worker will be discharged for fighting, horseplay, or scuffling on company property, on housing property, or in company vehicles/equipment. In the event a disagreement occurs with another worker, you should walk away. Violation will be CAUSE FOR IMMEDIATE TERMINATION 15. Worker may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without permission from the employer. 16. Worker may not falsify identification, personnel, medical, production or work-related records. This includes clocking in for another employee. Violation will be CAUSE FOR IMMEDIATE TERMINATION 17. Worker may not willfully abuse or destroy any machinery, vehicle, equipment, tools or other property belonging to the employer or to others. 18. Worker may not use or operate vehicles, machines, tools, equipment or property to which the worker has not been specifically assigned by his crew leader, team leader and/or supervisor. Worker may not use or operate vehicles, machines, tools, equipment or property for their personal use unless expressly authorized by the employer. 19. Worker may not abuse, write on, mark on, misuse, remove, destroy or attempt to remove company possessions from company property, from the housing, or from company vehicles/equipment/without authorization. Workers will be charged reasonable costs related to the workers refusal or negligent failure to return property of the employer or due to the worker causing willful damage or destruction. 20. Worker can't use other workers possessions without permission from that worker. Worker may not abuse, write or mark on, destruct, misuse, remove or attempt to remove fellow workers possessions. Workers will be charged reasonable costs related to the workers refusal or negligent failure to return property of the employer or due to the worker causing willful damage or destruction. 21. WORKERS WILL BE DISCHARGED if they steal from fellow workers, from the employer, or customers.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Continued
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>(b) Outgoing: The employer will provide or pay for return transportation subsistence costs during travel for any worker that successfully completes the job order. At this time, it is not known which will occur. If there are a sufficient number of workers, the employer may arrange an employer paid charter and reimburse workers as required in the regulations for any part of the travel not covered by the charter. See contract for additional details.</p> <p>Incoming: If the employer has provided transportation to the worker that is safe, and legitimate, the employer has met their obligation in regard to incoming transportation. For workers eligible for the inbound transportation & subsistence reimbursement benefit, the Employer will reimburse workers who complete 50 percent of the work contract period & who are beyond commuting distance the reasonable cost of transportation & subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has come to work for the employer to the employer's place of employment or, by regulation at 20 CFR 655.122(h)(1), the amount not to exceed the most economical & reasonable common carrier transportation cost for the distance involved, whichever is less. Outgoing: Conditional Outbound Transportation & Subsistence Benefit: If the employer provides transportation to the worker that is safe and legitimate, the employer has met its obligation with regard to outbound transportation (but still needs to cover subsistence during travel), even if the worker declines to use the transportation that the employer provides and uses an alternative means of transportation of the workers' choosing. In compliance with the applicable regulation found at 20 CFR 655.121(h)(2), for workers who complete the work contract & are eligible for the outbound transportation benefit & the worker has no immediate subsequent H-2A employment, the Employer will provide or pay the most economical & reasonable cost of return transportation & subsistence for the worker in order to assure the lowest available outbound transportation cost, the Employer reserves the right to provide charter or other return transportation for groups of workers large enough to justify group transportation arrangements. Workers that are eligible for this benefit who decline the employers provided return charter transportation will be reimbursed the part of the return transportation not covered by the employer arranged transportation, and subsistence. Workers must attend/participate in an end of season process in order to receive their transportation reimbursement. This ensures workers have received pay for all hours worked, all loans have been paid, and there are no outstanding employment issues. If workers leave prior to notifying the employer at the end of the season, the employer will mail their travel, or deposit it into their account if doing direct deposit whichever is applicable. The employer will not give the reimbursement check to fellow workers.</p>			

. Job Offer Information 28

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Workers (foreign and domestic) not using the employer provided transportation will be given a pick-up location to meet at daily at the end of the previous workday. Employer will offer workers staying in housing transportation at least once a week for the required grocery store trips.</p> <p>Employer provided transportation: Seven (7) 15 Passenger Van. (this may be updated at any time during the season). Employer will make multiple trips based on worksite location and housing location when needed.</p> <p>"Daily transportation will be provided at no cost between employer-secured housing and the worksite using DOT-compliant 12- and/or 15-passenger vans operated by licensed drivers. Transportation will operate once daily for the work shift, with an additional weekly trip for groceries, banking, and essential errands."</p>			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 29

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Pay Information Continued
3. Details of Material Term or Condition (up to 3,500 characters) *			
The employer guarantees to pay at least the adjusted H-2A wage rate in effect at the time work is performed, consistent with 20 CFR 655.120(b)(3), or any higher applicable wage rate.			

. Job Offer Information 30

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

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