



**U.S. Department of
Employment and Training Administration**

260 2017-161

OMB Control No. 1205-0134
Expiration Date: December 31, 2018

**Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos**

(Print or type in each field block – To include additional information, go to block # 28 – Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)

1 Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):

TEMP LABOR LLC
2818 COLEWOOD LN
DOVER, FL 33527

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:

b) Telephone Number / Número de Teléfono

(912) 850-1025 915-491-4916

c) Fax Number / Número de Fax

(912) 292-4337

d) E-mail Address / Dirección de Correo Electrónico:

TEMPLABORLLC@GMAIL.COM

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

MATHIS FARMS, INC
ASTIN FARMS, INC

Attachment

PLEASE SEE ITEM # 26 FOR
ALL WORKSITE LOCATIONS

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda

3809 Edwards Road, Plant City, FL 33567
1115 Edwards Road, Plant City, FL 33567
1811 Forbes Road, Plant City, FL 33566
3402 Mud Lake Road, Plant City, FL 33566
1120 Old Hopewell Road, Plant City, FL 33567
1121 Turkey Creek Road, Plant City, FL 33567
2903 Holloway Road, Plant City, FL 33567

Description of Housing / Descripción de la vivienda

3402 S. Sam Astin Road, Plant City, FL 33566
4405 S. Mud Lake Road, Plant City, FL 33567
4511 S. Mud Lake Road, Plant City, FL 33561
905 Johnson Road, Plant City, FL 33566
905 W. Johnson Road, Plant City, FL 33566 (not the same as above)
15720 West Lake Drive, Wimauma, FL 33598
5431 Bishop Road, Wimauma, FL 33598
5501 Ruth Morris Road, Wimauma, FL 33598

HOUSING DESCRIPTION IS ON THE HOUSING PERMITS,
4005 Mudlake Rd, Plant City, FL
703 Johnson Rd, Plant City, FL

**Nos. 4 through 8 for STATE USE ONLY
Numeros 4 a 8 para USO ESTATAL**

4. SOC (O*NET/OES) Occupational Code / Código Industrial

15-2092.0A

5. Job Order No. / Num. de Orden de Empleo

FL10485013

a. SOC (ONET/OES) Occupational Title / Título Ocupacional

Farmworker & Laborer Corp.

6. Florida Department of Economic Opportunity

Allen Labor Certification Unit: H-2A

107 East Madison Street

Caldwell Building MSC G-300

Tallahassee, Florida 32399-4140 Telephone: (850) 921-3299

a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa)

Wanda Mosley (850) 245-7437

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo

4-2-2017

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo

12-12-2017

9. Anticipated Period of Employment / Período anticipado o previsto de empleo

From / Desde: 08/15/2017 To / Hasta: 04/10/2018

10. Number of Workers Requested / Número de Trabajadores Solicitados:

1,039

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana Total: 35

Sunday / Domingo	0	Thursday / Jueves	6
Monday / Lunes	6	Friday / Viernes	6
Tuesday / Martes	6	Saturday / Sábado	5
Wednesday / Miércoles	6		

12. Anticipated range of hours for different seasonal activities / Rango previsto de horas para las diferentes actividades de la temporada

8 AM - 4PM

13. Collect Calls Accepted from / Aceptan Llamadas por Cobrar de

Employer / Empleador

Yes / Si No

RECEIVED

MAY 30 2017

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DEO, FOREIGN LABOR

CERTIFICATION

BY: JM ON: 6/15/2017

Alien Labor Certification

12. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer ya sea 3 comidas al dia a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar

Employer will provide free housing and convenient cooking kitchen facilities to workers living in the employer provided housing which will enable workers to prepare their own meals. Employer will also provide free transportation for the workers to and from laundry facility and food store once per week. Housing will meet, local, state and federal requirements. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. I assure you the homes meet local state and federal housing regulations

El empleador proporcionara vivienda sin costo e instalaciones de cocina y convenientes gratis para los trabajadores viviendo en la vivienda proporcionada por el empleador las cuales permitan que los trabajadores preparen su propia comida. El empleador también proporcionara transportación gratis a todos los trabajadores a la lavandería y a la tienda de comida una vez por semana. Las viviendas cuenta con los permisos y requerimientos locales, estatales y federales. familiares no están disponibles y la provisión de vivienda familiar no es práctica predominante en el área del empleo destinado

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles

915-491-4916

All referrals are to be directed to CHRISTINE MARQUEZ at (916) 850-1025. Collect calls will NOT be accepted. Walk-in applications will be accepted for interview, office hours are Monday - Friday from 10:00am - 12:00pm and 1:00pm - 2:30pm. Because of prior problems with invalid social security numbers: all applicants should be advised that, after being hired, all workers social security will be verified by the social security administration. All local and intrastate applicants may apply direct to employer. All interstate applicants are encouraged but not required to first contact the Job Order holding office prior to contacting the employer for any updated information regarding the job prior referral. For referrals from beyond normal commuting distance, an application may be sent to employer or a telephone interview may be requested.

The employer will contact applicants who have applied by phone to conduct an interview. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job offer and should be available to work in any one of the listed activities at the discretion of the employer and workers must have transportation to the job site.

Referred and walk-in applicants should bring with them original documentation of identity and employment eligibility documents (original documents only), sufficient to complete the I-9 Form. All workers from within normal commuting distance recruited against this job order will not be provided housing and transportation.

CONT ITEM 28

16 Job description and requirements / Descripción y requisitos del trabajo

DUTIES REQUIRED; PLANT, HARVESTING, LOADING AND UNLOADING: STRAWBERRY, SQUASH, ZUCCHINI, BLUEBERRY, CANTALOUPE, WATERMELON, EGGPLANT, AND PEPPER. OTHER DUTIES MAY INCLUDE FIELD AND CAMP SANITATION, MAINTENANCE, LOADING AND UNLOADING, PULLING WEEDS AND PLASTIC. THIS WILL BE DONE UNDER EXTREME WEATHER CONDITIONS HEAVY BENDING, STOOPING AND LIFTING WILL BE INVOLVED ON A DAILY BASIS.

My 01/17

1 Is previous work experience preferred? / Se prefiere previa experiencia? Yes No If yes number of months preferred: / Si es así numero de meses de experiencia: 0

2 Check all requirements that apply:

- Certification/License Requirements / Certificación/Licencia Requisitos
- Driver Requirements / Requisitos del conductor
- Employer Will Train / Empleador entrenará o adiestrará
- Extensive Sitting / Estar sentado largos ratos
- Exposure to Extreme Temp / Expuesto a Temperaturas Extremas
- Lifting requirement / Levantar o Cargar 52 lbs./libras
- Repetitive Movements / Movimientos repetitivos

- Criminal Background Check / Verificación de antecedentes penales
- Drug Screen / Deteción de Drogas
- Extensive Bending and Pulling / Embujar y Jalar Extensamente
- Extensive Walking / Caminar por largos ratos
- Frequent Stooping / Inclinándose o agachándose con frecuencia
- OT/Holiday is not mandatory / Horas Extras (extra tiempo) / Días Feriados no obligatorio

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CERTIFICATION
BY: JM ON: 4/15/17

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Si	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
HARVESTING LOADING AND UNLOADING STRAWBERRY	\$ 11.12	\$ 5-\$1.50 / 8-1 LB CLAMSHELL FLAT	NONE	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
HARVESTING LOADING AND UNLOADING SQUASH OR ZUCCHINI	\$ 11.12	\$3 - \$1.25 / 10 GALLON BUCKET	NONE	Federal Tax / impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HARVESTING BLUEBERRIES	\$ 11.12	\$ 5 - \$2 / 6 LB BUCKET	NONE	State Tax /impuestos Estatales	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bi-weekly/ Quincenal
HARVESTING WATERMELON CANTELOUP. PEPPER	\$ 11.12	\$ NONE	NONE	Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
DRIVERS	11.12	\$ NONE	NONE	Other (specify) / Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly/Mensual
							Other/Otro

18. More Details About the Pay / Mas Detalles Sobre el Pago:

EARNING RECORDS WILL BE MAINTAINED WITH ACCORDANCE 655-122 (J) THOUGH (M). THE EMPLOYER WILL FURNISH EACH WORKER AN EARNING STATEMENT ON OR BEFORE EACH PAY PERIOD MEETING THE REQUIREMENT AT 655.122(K)

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

Most of the jobs associated with this employment are paid by the piece rate, however, \$11.12 per hour or a higher prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the worker's total pay for the pay period from piece-rate earnings and hourly wages divided by his total hours worked during that pay period results in average hourly earnings of less than the guaranteed hourly rate, the worker will be provided build-up pay to guaranteed minimum hourly rate. ~~Employers working under the piece rate system will be required to average not less than the state or federal minimum wage at the end of the first work week.~~

19. Transportation Arrangements / Arreglos de Transportación

For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for cost incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. The daily subsistence while in travel will be no less than \$12.07 per day without receipts and up to \$51.00 per day with receipts as a maximum amount to be reimbursed. If worker completes the work contract period, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's work-site to such subsequent employer's work-site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract, has agreed to pay for the worker's transportation and daily subsistence expenses from the employer's work-site to such subsequent employer work-site, the employer is not required to provide or pay for such expenses.

For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters, and the employer's work-site and return without cost to the worker. US Domestic workers not living employer supplied housing will be assigned to a crew that travels through the workers living quarters daily and/or will be provided a free parking space at the company provided housing facility closest to their home and will be provided free transportation from the employer's housing to the employer's work-site and return without cost to the worker. The employer assures that all employers provided transportation meets all applicable local, state and federal requirements.

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DEO, FOREIGN LABOR

CERTIFICATION

BY: *SM* ON *6/15/2017*

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si No

If you have checked yes, what is the FLC wage for each activity? / Si conteste "Sí," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Sí No M\$6/6

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador? Yes/Sí No

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores?

Yes/Sí No

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

NONE

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

NONE

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CERTIFICATION

BY: SM ON: 6/15/11

26. Is this job order to be placed in connection with a future Application for Temporary Employment/Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/SÍ No/NO

27. Employer's Certification: This job 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. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales precisados.

TEMP LABOR, LLC

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Impresión del Empleador


Owner
Employer's Signature / Firma y Título del Empleador

05/30/2017

Date / Fecha

READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO. En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituye una oferta de trabajo contractual a los que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACIÓN DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 30 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 11 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The 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.

The employer agrees to expeditiously notify the OHO or State agency by telephone 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.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name TEMP LABOR, LLC Date: 05/30/2017

Employer's Signature 

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

THE EMPLOYER WILL REPORT WORKERS WHO, (A) VOLUNTARILY ABANDON EMPLOYMENT BEFORE THE END OF THE CONTRACT PERIOD, OR (B) WORKERS WHO ARE TERMINATED FOR CAUSE, TO THE CHICAGO NATIONAL PROCESSING CENTER, AND H-2A WORKERS TO THE DEPARTMENT OF HOMELAND SECURITY, IN WRITING OR OTHER APPROVED METHOD NO LATER THAN TWO (2) DAYS AFTER THE ABANDONMENT OR TERMINATION OCCURS. ABANDONMENT WILL BE DEEMED TO BEGIN AFTER A WORKER FAILS TO REPORT FOR WORK AT A REGULARLY SCHEDULE TIME FOR (5) CONSECUTIVE WORKING DAYS WITHOUT CONSENT OF THE EMPLOYER. THE EMPLOYER WILL NOT BE RESPONSIBLE FOR PROVIDING OR PAYING FOR REPORTED WORKERS (A) SUBSEQUENT TRANSPORTATION AND SUBSEQUENT EXPENSES, AND (B) THE WORKER WILL NOT BE ENTITLED TO THE % GUARANTEE.

EL PATRON DIVULGARA A LOS TRABAJADORES QUE (A) VOLUNTARIAMENTE ABANDONE EL EMPLEO ANTES DEL PLAZO DE EJECUCION, O A TRABAJADORES DE (B) QUE SE TERMINAN PARA LA CLAUSA, AL CENTRO DE PROCESSO NACIONAL DE CHICAGO, Y LOS TRABAJADORES DE H-2^A AL DEPARTAMENTO DE LA SEGURIDAD DE LA PATRIA, EN LA ESCRITURA O EL OTRO METODO APROBADO, NO MAS NO ADELANTE OCURREN QUE DOS (2) DIAS DESPUES DEL ABANDONO O DE LA TERMINACION. EL ABANDONO SERA JUSGADO PARA COMENZAR DESPUES DE QUE UN TRABAJADOR NO PUEDA DIVULGAR PARA EL TRABAJO EN LA EPOCA REGULARMENTE PROGRAMAR POR CINCO (5) DIAS LABORALES CONSECUKTIVOS SIN EL CONSETIMIENTO DEL PATRON. EL PATRON NO SERA RESPONSABLE DE PROPORCIONAR O DE PAGAR TRABAJADORES DIVULGADOS COSTOS SUBSECUENTES DEL TRANSPORTE Y DE SUBSISTENCIA DE (A), Y (B) EL TRABAJADOR NO TENDRA DERECHO A LA GARANTIA DE %.

Transportation

The employer will, at no cost to the worker, provide transportation between the employers provided housing and the actual work site.

The employer will reimburse the worker for the cost of transportation and subsistence expenses from the place of recruitment to the place of work, if such costs were borne by the worker, after the date the Worker has completed 50% of the work contract period. Subsistence will be in accordance with current rates published in the Federal Register (currently no less than \$12.07 per day without receipts and up to \$51.00 per week with receipts as the maximum amount to be reimbursed).

The employer will not be responsible for providing the cost of return transportation and subsistence from the place of employment to the place of recruitment if the worker voluntarily abandons the job or is terminated for just cause. Upon completion of the work contract or as the result of an Act of God, the employer will be bound by the three-fourths guarantee from the first workday after arrival to the date of termination and pay reasonable costs of return transportation and subsistence to the place of recruitment. When the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs this employer only pays for transportation to the next job. The amount of transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.

The employer agrees to abide by the regulations at 20 CFR 655.135 Assurances and 20 CFR 653.501. The working conditions will comply with applicable federal and state minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment related laws. The employer is an Equal Opportunity employer and will offer US workers at least the same opportunities, wages, benefits, and working conditions, as those which the employer offers or intends to offer to non-migrant workers

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DEO, FOREIGN LABOR
BY: SM CERTIFICATION
ON 6/15/17

Form ETA 790 Attachments

The employer assures that the terms and conditions of this order shall be no less favorable to the worker than those contained in any existing labor contract or agreement by me, or my agent, for the same type of work.

A copy of the work agreement or Job Clearance Order, including all attachments, will be provided to each worker by the employer no later than on the day the work commences.

The workers will be covered by Workers Compensation Insurance or equivalent employer provided insurance at no cost to the worker for injuries arising out of and during employment. Proof of the Employer's insurance coverage will be provided to the Certifying Officer from the National Processing Center before certification is granted.

Any crew leader (farm labor contractor) and his/her agent(s) employed under this job order must have a valid State and Federal Farm Labor Certificate of Registration and must abide by all the requirements of the Migrant and Seasonal Agricultural Worker Protection Act (MSPA). The employer understands that they are responsible for assuring that all conditions of this agreement are met regardless of any acts or omissions of the crew leader and will negotiate all crew leader fees directly with the crew leader.

All workers hired under this job order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States.

Workers must be able to demonstrate that they are physically able to perform the work specified in this Job Order.

WAGE RATE, SPECIAL PAY INFORMATION AND DEDUCTIONS:

HOURLY WAGE RATE:

An hourly rate of not less than the Adverse Effect Wage Rate (AEWR), the prevailing wage rate, State minimum, Federal minimum, agreed – upon collective bargaining wage or the employer's hourly rate, whichever is highest, will be the minimum rate of pay for all employees. The employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

PIECE WAGE RATE:

If a Piece Rate is offered on the job order, the work performed at the piece rate will be guaranteed to the workers for the stated period of employment unless crop activity will not realize the workers an hourly equivalent of at least the current AEWR. If it does not, the worker will be paid the AEWR, the Prevailing Wage Rate, or the employer's hourly rate, whichever is highest. If the employer requires one or more minimum productivity standards as a condition of work retention, such standards must be specified in the job offer and be no more than those required by the employer in 1977, unless the OFLC Administrator approves a higher minimum wage. It will pay a wage that is the highest of the AEWR, the prevailing hour wage the agreed – upon collective bargaining wage, or the Federal or state minimum.

The employer guarantees to offer employment for a minimum of $\frac{1}{4}$ of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first workday after the worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extension thereof. In Act of God terminations, the $\frac{1}{4}$ guarantee period ends on the date of termination.

Workers who voluntarily abandon their employment or get terminated for cause and the employer provides timely notification to the NPC and DHS, this employee is not eligible for subsequent transportation and subsistence expenses of that worker under this section. Worker is not entitled to $\frac{1}{4}$ guarantees. Abandonment is deemed to be if worker fails to show up for five consequent days.

The employer will deduct any applicable Federal and State taxes and garnishments as required by law. No deductions will be made which would bring the employee's hourly wage rate below the Federal Minimum Wage. Cash advances and commissary meals, if provided, may be deducted to the extent permissible under the Federal and State net wage requirements providing there is a written authorization signed by the worker. The employer will maintain adequate and accurate payroll records and will furnish to the worker on or before each payday a written statement showing the employer's full name and address, the worker's Social Security number, the total hours of work offered, the total hours

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BY: JHM ON: 6/15/11

actually worked, total number of units if piece rate, the worker's total earnings and itemized deductions for that pay period. Such statement will comply with all Federal and State regulations. Employer will have records and statements ready for inspection. Records will be available for inspection by the Secretary of a duly authorized and designated representative, and by the worker and representatives designated by the worker.

The employer will provide eligible workers referred through the clearance system work for the week beginning with the anticipated date of need at the specified hourly rate of pay, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the order-holding office. The employer will pay workers recruited through this clearance order the rate specified in the clearance order for the first week starting with original date of need. If a worker referred through the interstate clearance system fails to notify the order holding office of continued interest in the job at least 5 days before the date of need, the worker will be disqualified from the above-mentioned assurance.

The employer may terminate the worker's employment at any time, with notification to the local office, if the worker:

1. Refuses, without just cause, to perform the duties for which the worker was recruited and hired; or
2. Commits a serious act of misconduct or breach of discipline; or
3. Abandons the job which is defined as being absent for more than 5 consecutive working days, without prior notification to the employer.

When the worker is terminated under any of these provisions, or if the worker voluntarily terminates his employment, the employer shall not be responsible for the three-fourths wage guarantee.

The training period for all crop activities is 2 days starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues. During the training period, the worker must make an honest effort to demonstrate proper harvest methods.

The employer will furnish the workers without cost, all tools, supplies, or equipment required in the performance of their work. Common work clothes are the responsibility of the worker.

Transportation

The employer will, at no cost to the worker, provide transportation between the employers provided housing and the actual work site.

The employer will reimburse the worker for the cost of transportation and subsistence expenses from the place of recruitment to the place of work, if such costs were borne by the worker, after the date the Worker has completed 50% of the work contract period. Subsistence will be in accordance with current rates published in the Federal Register (currently no less than \$12.00 per day without receipts and up to \$51.00 per week with receipts as the maximum amount to be reimbursed). \$12.07

The employer will not be responsible for providing the cost of return transportation and subsistence from the place of employment to the place of recruitment if the worker voluntarily abandons the job or is terminated for just cause.

Upon completion of the work contract, or termination for medical reasons, or as the result of an Act of God, the employer will be bound by the three-fourths guarantee from the first workday after arrival to the date of termination and pay reasonable costs of return transportation and subsistence to the place of recruitment. When the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs this employer only pays for transportation to the next job. The amount of transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.

The employer agrees to abide by the regulations at 20 CFR 655.135 Assurances and 20 CFR 653.501. The working conditions will comply with applicable federal and state minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment related laws. The employer is an Equal Opportunity employer and will offer US workers at least the same opportunities, wages, benefits, and working conditions, as those which the employer offers or intends to offer to non-migrant workers

If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. 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.

CORRECTION APPROVED
DEO, FOREIGN LABOR
CERTIFICATION
BY: JM ON: 6/5/14

U.S. Department of Labor
Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604-2105
ATTN: H-2A Program Unit



Temp Labor Co.
Temporary Employment Agency

From Temp Labor LLC
Case H-300-17166-286462

ESTIMATED DATES

AUG 15, 2017 - SEP 15,2017

ACTIVITIES/ FIELD LOCATION

LAYING PLASTIC, WEEDING AND IRRIGATION

LOCATION:

MATHIS FARMS LOCATIONS

3301 Mud Lake Rd. Plant City, FL 33566
3402 Mud Lake Rd. Plant City, FL 33566
4010 Edwards Rd. Plant City, FL 33567
4103 Turkey Creek Rd. Plant City, FL 33567
4206 Turkey Creek Rd. Plant City, FL 33567
1189 Colson Rd. Plant City, FL 33567
4801 Wallace Rd. Plant City, FL 33567
1126 Old Hopewell Rd. Plant City, FL 33567
3509 Holloway Rd. Plant City, FL 33567
4704 Drawdy Rd. Plant City, FL 33567
3320 Mud Lake Rd. Plant City, FL 33566
210 Rd. 60 East, Plant City, FL 33567
1811 South Forbes Rd. Plant City, FL 33566
4207 Turkey Creek Rd. Plant City, FL 33567
107 Holloway Rd. Plant City, FL 33567
2909 Holloway Rd. Plant City, FL 33567

ASTIN FARMS INC AND ASTIN RANCH INC LOCATIONS:

3610 Holloway Rd. Plant City, FI 33567
1009 Holloway Rd. Plant City, FI 33567
3301 Sam Astin Rd. Plant City, FI 33566
3310 Mud Lake Rd. Plant City, FI 33566
3314 Sam Astin Rd. Plant City, FI 33566
1610 Trapnell Rd. Plant City, FI 33566
3406 Sam Astin Rd. Plant City, FI 33566
905 Johnson Rd. Plant City, FI 33566
304 W. Trapnell Rd. Plant City, FI 33566
3003 Daniels Rd. Plant City, FI 33566
701 Johnson Rd. Plant City, FI 33566
4713 James Redman Pkwy. Plant City, FI 33567
107 Holloway Rd. Plant City, FI 33567
103 Karppe Rd. Plant City, FI 33567
910 SR Hwy 60. Plant City, FI 33567
Haynesworth Dr/SR Hwy 60. Plant City, FI 33567
4802 Mud Lake Rd. Plant City, FI 33567
4408 Mud Lake Rd. Plant City, FI 33567

1502 Ranchero Lane. Plant City, FL 33567
4405 Mud Lake Rd. Plant City, FL 33567
4207 Mud Lake Rd. Plant City, FL 33567
4204 Heathcoe Rd. Plant City, FL 33567
4014 Drawdy Dr. Plant City, FL 33567
4106 Drawdy Rd. Plant City, FL 33567
2121 Trapnell Rd. Plant City, FL 33566
3602 Mud Lake Rd. Plant City, FL 33567
3931 Mud Lake Rd. Plant City, FL 33567
208 McDonald Rd. Plant City, FL 33567

Wimauma:

14439 Sweat Loop Rd. Wimauma, FL 33598
4030 Saffold Rd. Wimauma, FL 33598
15542 West Lake Drive. Wimauma, FL 33598

SEP 16, 2017 - OCT 15, 2017

PLANTING AND WEEDING

LOCATION:

MATHIS FARMS LOCATIONS

3301 Mud Lake Rd. Plant City, FL 33566
3402 Mud Lake Rd. Plant City, FL 33566
4010 Edwards Rd. Plant City, FL 33567
4103 Turkey Creek Rd. Plant City, FL 33567
4206 Turkey Creek Rd. Plant City, FL 33567
1189 Colson Rd. Plant City, FL 33567
4801 Wallace Rd. Plant City, FL 33567
1126 Old Hopewell Rd. Plant City, FL 33567
3509 Holloway Rd. Plant City, FL 33567
4704 Drawdy Rd. Plant City, FL 33567
3320 Mud Lake Rd. Plant City, FL 33566
210 Rd. 60 East, Plant City, FL 33567
1811 South Forbes Rd. Plant City, FL 33566
4207 Turkey Creek Rd. Plant City, FL 33567
107 Holloway Rd. Plant City, FL 33567
2909 Holloway Rd. Plant City, FL 33567

ASTIN FARMS INC AND ASTIN RANCH INC LOCATIONS:

3610 Holloway Rd. Plant City, FL 33567
1009 Holloway Rd. Plant City, FL 33567
3301 Sam Astin Rd. Plant City, FL 33566
3310 Mud Lake Rd. Plant City, FL 33566
3314 Sam Astin Rd. Plant City, FL 33566
1610 Trapnell Rd. Plant City, FL 33566
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3003 Daniels Rd. Plant City, FL 33566
701 Johnson Rd. Plant City, FL 33566
4713 James Redman Pkwy. Plant City, FL 33567

107 Holloway Rd. Plant City, FL 33567
103 Karppe Rd. Plant City, FL 33567
910 SR Hwy 60. Plant City, FL 33567
Haynesworth Dr/SR Hwy 60. Plant City, FL 33567
4802 Mud Lake Rd. Plant City, FL 33567
4408 Mud Lake Rd. Plant City, FL 33567
1502 Ranchero Lane. Plant City, FL 33567
4405 Mud Lake Rd. Plant City, FL 33567
4207 Mud Lake Rd. Plant City, FL 33567
4204 Heathcoe Rd. Plant City, FL 33567
4014 Drawdy Dr. Plant City, FL 33567
4106 Drawdy Rd. Plant City, FL 33567
2121 Trapnell Rd. Plant City, FL 33566
3602 Mud Lake Rd. Plant City, FL 33567
3931 Mud Lake Rd. Plant City, FL 33567
208 McDonald Rd. Plant City, FL 33567

Wimauma:

14439 Sweat Loop Rd. Wimauma, FL 33598
4030 Saffold Rd. Wimauma, FL 33598
15542 West Lake Drive. Wimauma, FL 33598

OCT 16, 2017 - NOV 17, 2017

HARVEST SQUASH, PRUNING, WEEDING, LOAD,
UNLOAD, MAINTENANCE AND IRRIGATION.

LOCATION:

MATHIS FARMS LOCATIONS

3301 Mud Lake Rd. Plant City, FL 33566
3402 Mud Lake Rd. Plant City, FL 33566
4010 Edwards Rd. Plant City, FL 33567
4103 Turkey Creek Rd. Plant City, FL 33567
4206 Turkey Creek Rd. Plant City, FL 33567
1189 Colson Rd. Plant City, FL 33567
4801 Wallace Rd. Plant City, FL 33567
1126 Old Hopewell Rd. Plant City, FL 33567
3509 Holloway Rd. Plant City, FL 33567
4704 Drawdy Rd. Plant City, FL 33567
3320 Mud Lake Rd. Plant City, FL 33566
210 Rd. 60 East, Plant City, FL 33567
1811 South Forbes Rd. Plant City, FL 33566
4207 Turkey Creek Rd. Plant City, FL 33567
107 Holloway Rd. Plant City, FL 33567
2909 Holloway Rd. Plant City, FL 33567

ASTIN FARMS INC AND ASTIN RANCH INC LOCATIONS:

3610 Holloway Rd. Plant City, FL 33567
1009 Holloway Rd. Plant City, FL 33567
3301 Sam Astin Rd. Plant City, FL 33566
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1610 Trapnell Rd. Plant City, FL 33566
3406 Sam Astin Rd. Plant City, FL 33566

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3003 Daniels Rd. Plant City, FL 33566
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4713 James Redman Pkwy. Plant City, FL 33567
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103 Karppe Rd. Plant City, FL 33567
910 SR Hwy 60. Plant City, FL 33567
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4408 Mud Lake Rd. Plant City, FL 33567
1502 Ranchero Lane. Plant City, FL 33567
4405 Mud Lake Rd. Plant City, FL 33567
4207 Mud Lake Rd. Plant City, FL 33567
4204 Heathcoe Rd. Plant City, FL 33567
4014 Drawdy Dr. Plant City, FL 33567
4106 Drawdy Rd. Plant City, FL 33567
2121 Trapnell Rd. Plant City, FL 33566
3602 Mud Lake Rd. Plant City, FL 33567
3931 Mud Lake Rd. Plant City, FL 33567
208 McDonald Rd. Plant City, FL 33567

Wimauma:

14439 Sweat Loop Rd. Wimauma, FL 33598
4030 Saffold Rd. Wimauma, FL 33598
15542 West Lake Drive. Wimauma, FL 33598

NOV 18, 2017 – APRIL 10, 2018

HARVEST STRAWBERRY, BLUEBERRY PRUNING,
WEEDING, LOAD, UNLOAD AND MAINTENANCE.

LOCATION:

MATHIS FARMS LOCATIONS

3301 Mud Lake Rd. Plant City, FL 33566
3402 Mud Lake Rd. Plant City, FL 33566
4010 Edwards Rd. Plant City, FL 33567
4103 Turkey Creek Rd. Plant City, FL 33567
4206 Turkey Creek Rd. Plant City, FL 33567
1189 Colson Rd. Plant City, FL 33567
4801 Wallace Rd. Plant City, FL 33567
1126 Old Hopewell Rd. Plant City, FL 33567
3509 Holloway Rd. Plant City, FL 33567
4704 Drawdy Rd. Plant City, FL 33567
3320 Mud Lake Rd. Plant City, FL 33566
210 Rd. 60 East, Plant City, FL 33567
1811 South Forbes Rd. Plant City, FL 33566
4207 Turkey Creek Rd. Plant City, FL 33567
107 Holloway Rd. Plant City, FL 33567
2909 Holloway Rd. Plant City, FL 33567

ASTIN FARMS INC AND ASTIN RANCH INC LOCATIONS:

3610 Holloway Rd. Plant City, FL 33567
1009 Holloway Rd. Plant City, FL 33567

3301 Sam Astin Rd. Plant City, FL 33566
3310 Mud Lake Rd. Plant City, FL 33566
3314 Sam Astin Rd. Plant City, FL 33566
1610 Trapnell Rd. Plant City, FL 33566
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4014 Drawdy Dr. Plant City, FL 33567
4106 Drawdy Rd. Plant City, FL 33567
2121 Trapnell Rd. Plant City, FL 33566
3602 Mud Lake Rd. Plant City, FL 33567
3931 Mud Lake Rd. Plant City, FL 33567
208 McDonald Rd. Plant City, FL 33567

Wimauma:

14439 Sweat Loop Rd. Wimauma, FL 33598
4030 Saffold Rd. Wimauma, FL 33598
15542 West Lake Drive. Wimauma, FL 33598

**THE ACTIVITIES AND CROPS MAY VARY FROM TIME TO TIME AS WORKERS WILL BE ASSIGNED
AS RESULT OF FARM CONDITION, FRUIT MATURITY, WEATHER AND PACKING HOUSE
DELIVERY SCHEDULES.**

Clearance Order Assurances

By filing and interstate clearance order, the employer agrees to abide by the interstate clearance order regulations and makes the following assurances:

1. The employer will provide workers referred through the employers Clearance Order with a full week of employment for the week beginning with the date of Need stated in Item #9 of the Clearance Order, unless the employer amends such Date of need at least 10 working days prior, by so notifying the appropriate ES Office. The employer will pay workers recruited through this clearance Order the rate specified in the Clearance Order for the first weeks starting with original date of need. The employer retains this option, however, of requiring the worker to perform the alternative Specified in the Clearance of order, if the guarantee in this section is invoked.
2. If the period of employment is extended beyond that specified in the Clearance Order, the employer will not be relieved from paying the wage already earned, and from providing transportation or paying transportation expenses as provided in the Clearance Order regulations.
3. The working conditions of this job offer comply with applicable Federal and State minimum wage, child labor, social security, health and safety, migrant and seasonal farm worker and other employment related laws.
4. The employer will expeditiously notify the appropriate ES office by telephone upon learning that his/her crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment being offered by the employer.
5. The employer, if acting as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employer (FLCE) on the order, has a valid FLC certificate or FLCB identification card.
6. The employer will provide housing which meets Federal standards and is sufficient to house the number of workers requested through the Clearance System. The housing will be provided at no cost to the workers who are referred on this order, and when applicable, family members, as provided in Item #3 of the Clearance Order, who are unable to return to their residence on the same day.
7. Employment service staff (including outreach workers) shall have reasonable access to workers in the conduct of outreach activities.
8. This job order describes the actual terms and conditions of the employment being offered by the employer and contains all the material terms and conditions of the job.
9. In accordance with Departmental regulations 20 CFR sec. 655.122(o). "If before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i) (1) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must:(1) Return the worker, at the employers expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. **Daily subsistence must be computed as set forth in 20CFR 655.122(h) (1) which is \$12.07 per day \$51.00 is the maximum amount for travel reimbursement for meals.** The amount of the transportation payment must be **NO less** (and is not required to be more) than most economical and reasonable common carrier transportation charges for the distances involved."
10. $\frac{3}{4}$ work guarantee: The employer will guarantee to offer the worker employment for at least three-fourths of the workdays of the total periods during which the work contract and all extensions thereof are in effect, beginning with the first workday after the arrival of the worker at the place of employment and ending on the expiration date specified in the work contract or in its extensions, if any. If the employer offers the worker during the total work contract period less employment than is required under this work guarantee the employer shall pay such worker the amount, which the worker would have earned had the worker in fact, worked for the guaranteed number of days. For purposes of this guarantee, a workday shall mean the number of hours in a workday, excluding the workers Sabbath and Federal Holidays. A worker may be offered more than the specified hours of work on a single workday, including the workers Sabbath and Federal Holidays. For the purposes of meeting the guarantee, however the worker shall not be required to work for more than the number of hours specified in this job order for a workday, or on the workers Sabbath or Federal Holiday. In determining whether the guarantee of employment has been met, any hours which the worker fails to work during a workday when the worker is offered the opportunity to do so by the employer and hours of work performed shall be counted in calculating the employment guarantee.

WORK RULES

Please read carefully each of the responsibilities and rules corresponding to each of the employees TEMPLABOR, LLC, that apply inside and outside working hours. If you agree with this list of mandatory responsibilities, please write your name and sign at the bottom of this document.

GENERAL RULES THAT APPLY TO WORK AREA (FIELD)

1. The employee is responsible for a good daily performance of assigned activities including quality and handling of the product and the quantities required per hour or day (under the contract).
2. The employee shall not take, consume or sell intoxicating liquor or any drug in their work areas and bedrooms.
3. By keeping the product requirements and standards of health smoking during work hours is not allowed, only during the mandatory breaks out of your work area.
4. The employee shall respect and follow the instructions of your supervisor or group leader at all times during the work day.
5. Not allowed to carry weapons of any kind (knives, gun, etc.) nor work areas or bedrooms if it happens, will be reported immediately to the authorities.
6. The employee working abroad with temporary work permit, all laws of that country apply to all employees with H2A visa. In case of breaking the laws of that country will be exposed to be arrested and probably deported depending on the case.
7. The verbal abuse and sexual harassment either of Supervisors, Group Leaders or between employees is not allowed and corrective measures will be carried out in case a situation of this type is reported. Sexual harassment is defined as (unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct that creates an intimidating, hostile or offensive work environment).
8. The employee agrees to obey all safety rules and requirements based on accident prevention employer.
9. In case of accident (fall, cut, hit, etc...) The employee is responsible for immediately inform your supervisor or team leader.
10. If your function requires, the employee must only operate equipment, machinery or tools, for which he has received training and authorization.
11. The employee must use **EVERY DAY AT WORK SCHEDULE uniform** the employer requires.
12. The employee will purchase their own work boots.
13. The employee will receive payment for their work fortnightly. Once delivered, is fully responsible for the care of that economic resource. The company is not liable for the total or partial loss of such.

remuneration. Any employee who is detected and found responsible for stealing or taking property for private gain, some others (money, equipment, etc.) shall be liable to be discharged or be reported to the authorities depending on the case.

14. The employee's salary shall be deposited in a bank account at Wells Fargo and will have a debit card, no cash is handled.

15. The employee's salary will be paid per piece and production. Necessary when working hourly wages of \$ 11.12

16. If the employee for family, personal, etc. issues, and unrelated to the agreements of the contract you choose or need to return to their country of origin and to terminate your contract before the end of this, the employer will end your work permit and cancellation of his visa, and in addition the company is not responsible for the costs of return transportation, you will be taken to the nearest bus station and the employee will be responsible for payment of your return ticket.

17. The employee is required to notify the employer of any disease suffered in order that if it does not hinder the activity performed the necessary measures to provide that if a situation related to your condition is present for it is positioned to assist in a proper way.

18. The applicant states that the employee is not injured waist, back or hip. Presenting disorders related to the above described, will preclude the employee's work by the characteristics of the strawberry crop characteristics. The company is not responsible for any consequences that may suffer if the employee provides false information in relation to this point.

19. Personal cleaning items such as bath soap, shampoo, razors, toilet paper, etc. will be purchased by the same employee.

20. The utensils needed to prepare food that will consume the employee will be purchased by him.

21. Sundays are the days destined to lead the employees to buy food to stock the pantry and washing your clothes in case you do not have a washer and dryer on the ranch and is the same employee who pays for this service including materials cleaning required as laundry soap, fabric softener, etc.

~~22. Employees will be tested on the first day and even before completing 50% of the contract. Failure to meet the expectations of TEMP LABOR, LLC, contract will be terminated and returned to their place of origin must themselves pay the cost of relocation.~~

23. No visits of any kind allowed in the workplace or in the bedrooms (family, friends, prostitutes, etc.).

24. Shall respect the schedules for the bedrooms to rest and refrain from making noise, music, loud talking, singing, etc..

25. shall at all times respect the rancher facilities, dormitories, dining, trucks, etc., everything that is not

CORRECTION APPROVED
DEO, FOREIGN LABOR
CERTIFICATION
BY: ABM ON 1/1/2010

property. Do not allow paint or damage.

26. NO cell phone in the field while in their working hours.

27. It is forbidden to chew gum in the field.

28. Performance evaluations of individual employees are periodically applied.

29. They carry out random inspections to check the belongings and bedrooms without notice.

30. You should not delay the departure of the team of the bedrooms to the field.

abandonment is deemed to begin after a worker fails to report for

31. ~~Failure to report to work for 5 consecutive working days~~ abandonment begins when a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer.

32. The employee shall be provided with sufficient financial resources to meet the cost of his stay while receiving the first paycheck (a fortnight)..

33. This candidate will be contracted to work once the American Consulate to issue the corresponding H2A visa, not before.

34. THE COMPANY MAKES NO REPRESENTATIONS OR GUARANTEES AGAINST FAILURE OF H2A VISA.

35. FAILURE TO COMPLY WITH ANY OF THE ITEMS DESCRIBED BEFORE IMMEDIATE CAUSE LOSS, YOU REPORT TO DEPARTMENT OF IMMIGRATION FOR YOUR VISA CANCELLATION AND RETURN TO ITS LOCATION SAME EMPLOYEE PAY COSTS OF TRANSPORTATION AND MAY NOT BE CONSIDERED FOR SUBSEQUENT CONTRACTS .

I have read, understood and agree to comply with the GENERAL RULES AND INSTRUCTIONS mentioned above through my own handwriting sign of conformity.

Sign

Date

EMPLEADOR: TEMPLADOR, LLC
2000 BROADWAY BOULEVARD, SUITE 600, PLATINUM CITY, FL 33495
TEL: (866) 221-2770

Año de empleo: _____

Apellido: _____

Dirección: _____

Teléfono: _____

Resumen de las Reglas del Empleado

Ruego de leer cuidadosamente cada una de las responsabilidades y reglas que corresponden a cada uno de los empleados de TEMPLADOR, LLC, y que aplican dentro y fuera de horas de trabajo. Si no Usted se acuerdo con estas Reglas de Responsabilidad del Empleado, por favor no suscribir su nombre y firmar en la parte de abajo de este documento.

REGULAS GENERALES Y APLICABLES A SU ÁREA DE TRABAJO (Continúa)

1. El empleado es responsable de un buen desempeño dentro de las actividades asignadas incluyendo la calidad y cantidad del producto y las cantidades requeridas por hora o jornada (mencionado en el contrato).
2. El empleado se abstendrá de beber, consumir o vender bebidas alcohólicas o cualquier tipo de droga en sus horas de trabajo y en los domicilios.
3. Por seguridad del producto y estandares de salud no se permite fumar durante las horas de jornada, sólo durante los descansos o pausas dentro de su área de trabajo.
4. El empleado deberá respetar y seguir las instrucciones de su supervisor o jefe de grupo en todo tiempo durante la jornada de trabajo.
5. No se permite portar armas de ningún tipo (navajas, pistola, etc.) ni en las horas de trabajo ni en los domicilios. En caso de que sucede, se repondrá de acuerdo a las autoridades.
6. El empleado se encuentra laborando en el extranjero con permiso de trabajo temporal; todas las leyes de dicho país serán aplicables a todo empleado con vías H2B. En caso de infringir las leyes de ese país se responderá a ser detenido y posteriormente deportado dependiendo del caso.
7. El abuso verbal y físico entre ya sea de parte de Supervisoras, Jefes de Grupo o entre empleados, no sea permitido. Los trabajadores involucrados se someterán a sanción en caso de que alguna situación de este tipo sea reportada. El acceso regular a alcohol, cerveza, alcohol licoroso desagradable, politiquería de favores sexuales y demás conducta verbal o física que crea un ambiente laboral indeseable, hostil y dañino.
8. El empleado se compromete a observar todos los reglos de seguridad y responsabilidad del empleador basados en la preventión de accidentes.
9. En caso de accidente (caída, contusión, golpe, etc.) el empleado se responsible de informar inmediatamente a su supervisor o jefe de grupo.
10. En caso que su función lo requiera, el empleado debe operar solamente equipo, maquinaria o herramientas, para los cuales ha recibido capacitación y autorización.
11. El empleado deberá usar **TODOS LOS DÍAS EN HORARIO DE TRABAJO** el uniforme que el empleador le requiere.

12. El empleado comprará sus propias botas de trabajo.
 13. El empleado recibirá el pago de su trabajo de forma quincenal. Una vez entregado, es totalmente responsable del cuidado de dicho recurso económico. La empresa no se hace responsable por la pérdida total o parcial de dicha remuneración. Cualquier empleado que sea detectado y encontrado responsable de robar o de tomar para beneficio propio alguna propiedad ajena (dinero, equipo, etc.) estará expuesto a ser despedido de baja, o ser reportado a las autoridades dependiendo del caso.
 14. El salario del trabajador será depositado en una cuenta bancaria de Wells Fargo y contará con una tarjeta de débito, no se manejará efectivo.
 15. El salario del trabajador será pagado por pieza y por producción. De ser necesario cuando se trabaje por hora se garantiza un salario de \$14.12 dol. estadounidense.
 16. Si el empleado por cuestiones familiares, personales, etc. y no relacionadas a los acuerdos del contrato decide o requiere regresar a su país de origen y dar por cumplido su contrato antes del término de este; el empleador dará de baja su permiso laboral y la cancelación de su visa; en adición la empresa no se hace responsable por los costos de transportación de regreso, se la llevará a la estación de autobús más cercana y el empleado será responsable del pago de su boleto de retorno.
 17. El empleado tiene la obligación de dar aviso al empleador de cualquier enfermedad que padezca con la finalidad de que el éste no obstruya la actividad a desempeñar, se prevean las medidas necesarias para que en caso de que se presentara alguna situación relacionada a su padecimiento para que se esté en condiciones de atenderla de una manera adecuada.
 18. El aspirante a empleado manifiesta que no está lastimado de la columna, espalda o cadera. El hecho de presentar cualquier padecimiento relacionado a lo anterior descrito, imposibilitará el trabajo del empleado por las características propias de la cosecha de la fresa. La empresa no se hace responsable de las consecuencias que pudiera sufrir el trabajador si proporciona información falsa en relación a este punto.
 19. Los artículos de limpieza personales tales como jabón para baño, shampoo, dentífrico, papel sanitario, etc. serán comprados por el mismo empleado.
- el patron*
20. Los utensilios de cocina necesarios para elaborar los alimentos que consumirá el empleado serán comprados por él mismo.
 21. Los domingos serán los días destinados para llevar a los empleados a comprar los elementos para surtir la despensa y para lavar su ropa en caso de que no trajeran lavadora y secadora en el rancho y será el mismo empleado quien pague por este servicio incluyendo los materiales de limpieza necesarios como jabón para ropa, suavizante, etc.
 22. Los empleados deberán a prueba a partir del primer día y hasta antes de cumplirse el 50% del contrato. En caso de no cumplir con las expectativas de TEMPASOL, LLC. serán rescindidos los contratos y regresados a su lugar de origen debiendo pagar ellos mismos el costo del traslado.
 23. No se aceptan visitas de ninguna índole en su lugar de trabajo ni en los dormitorios (familiares, amigos, prolijas, etc.)
 24. Deberán respetar las horas destinadas para descansar en los dormitorios, absteniéndose de hacer ruido, escuchar música, hablar en voz alta, cantar, etc.
 25. Deberá respetar en todo momento las instalaciones de los ranchos, dormitorios, comedor, camiones, etc., todo aquello que no sea de su propiedad. No se permiten realizar pintas ni destrozos.
 26. Está prohibido utilizar el teléfono celular en el campo mientras se encuentre en su horario laboral.
 27. Está prohibido manejar alcohol en el campo.
 28. Se aplicarán periódicamente evaluaciones de desempeño de cada uno de los trabajadores.

CORRECTION APPROVED
DEO, FOREIGN LABOR
CERTIFICATION
BY: *ZML* ON *11/15/19*

He leído, entiendo y estoy de acuerdo en seguir las REGLAS GENERALES Y RESPONSABILIDADES DE TRABAJO y el Trámite de mi puesto