U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: March 31, 2019

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):

Florida Fruit & Vegetable Association
800 Trafalgar Ct., Ste. 200
Maitland, FL 32751 (321) 214-5200
AGENT FOR: Gulf Citrus Harvesting & Hauling, Inc.
890 Spratt Blvd.
LaBelle, FL 33935

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

b) Telephone Number / Número de Teléfono: 863-675-0875

c) Fax Number / Número de Fax: 863-675-0637

d) E-mail Address / Dirección de Correo Electrónico:
gulfchhi@aol.com/(Agent: h2.labor@ffva.com)

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

Worksites are located at:
1088 H Road, Minden, NE 68959
228 NE-10, Minden, NE 68959
12074 733 Road, Funk, NE 68940
118 24th Road, Wilcox, NE 68982
55351 130th Road, Shelton, NE 68876
11953 Shelton Road, Shelton, NE 68876
12934 Sioux Road, Gibbon, NE 68840
6962 S McGuire Road, Wood River, NE 68883
75150 Road 444, Overton, NE 68843.

Please see attached maps and driving directions.

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

Housing is located at:

Ramada Inn, 301 Second Avenue, Kearney, NE 68847

a) Description of Housing / Descripción de la vivienda:

The employer will provide to those workers who are not reasonably able to return to their residence within the same day housing, without charge to the worker, which meets applicable state, local and federal housing standards. However, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage which is not the result of normal wear and tear related to habitation. Workers will be responsible for maintaining housing in a neat, clean manner, as well as follow the housing rules which are attached. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.

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

4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2092.02

a. SOC (ONET/OES) Occupational Title / Tituto Ocupacional: Farmworkers & Laborers, crop

5. Job Order No. / Num. de Orden de Empleo: 423562

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):
550 S. 16th St.
Lincoln NE 68509

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).
Steve Porr - 402.471.9977

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 4/17/2017

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 7/19/2017

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:
From / Desde: 07/01/2017 To / Hasta: 08/05/2017

10. Number of Workers Requested / Número de Trabajadores Solicitados: 99

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 36

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

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: 6 am to 1 pm

Six (6) hours per day, Monday through Saturday, is normal, however the worker may be requested but not required to work additional hours per day and the Sabbath and/or federal holidays and Sunday depending upon the conditions of the crop, weather, maturity of the crop and market conditions. All workers will be required to take a 1 hour lunch period in order to rest and eat their noon meal.

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

Employer / Empleador: Yes / S ☐ No ☑

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14. Describe how the employer intends to provi[illegible]ner 3 meals a day to each worker or furnish free and conve[illegible] cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Per 655.122(g), the employer will provide 3 meals per day and will deduct $12.07 per day from the employees residing in the housing facilities. The employer will provide transportation once per week to local grocery stores, banking and laundry facilities.

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15. Referral Instructions and Hiring Information [illegible]rucciones sobre cómo Referir Candidatos/Solicitantes - (E[illegible] 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.

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work; c) confirmation of full disclosure of all terms, conditions, and nature of work; d) confirmation of legal qualifications to work in the US. The employer may terminate the worker (foreign and/or domestic) with notification to the 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.

All referrals are to be made to Larry Marsh or Anita Coronado by telephone: 863-675-0875 or fax: 863-675-0637. Collect calls will not be accepted. The office hours are Monday thru Friday from 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. All local intrastate applicants may apply directly to the employer. All interstate applicants are encouraged but not required to first contact the Job Order holding office prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, an application may be faxed to the employer or a telephone interview may be requested. The employer will contact all applicants who have submitted an application by fax to conduct an interview.

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

The employer utilizes the E-Verify system. All workers must process the documentation required to enable the employer to comply with the employment verification requirements of IRCA. Each worker will be required to accurately complete Form I-9 within three (3) days of employment pursuant to U.S. law. The employer will abide by the requirements and assurances of 20 CFR 653.501 in the processing and/or hiring of individuals referred through the clearance system.

Referrals of individuals shall be made through the order holding office of the IN Workforce Development Agency in order to ascertain current employment, crop or housing information and to enable prior arrangements to be made. It will be the responsibility of the referring SWA office to inform job seekers of the terms and conditions of this clearance order. The referring SWA office after coordinating the referral with the order holding office will contact the employer and advise the employer of the referral or referrals. SWA offices should furnish translator services if necessary whenever possible. If holding office plans to refer several applicants at the same time, it is requested that the employer be advised in advance and a time scheduled for the interview.

If an employment decision is not rendered at the time of the interview, the employer will communicate a hiring decision directly to the applicant at the contact information the applicant provided. Regardless, the applicant should be advised to stay in touch with the referring SWA office.

All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation.

16. Job description and requirements / Descripción y requisitos del trabajo:

Workers will perform assigned duties as instructed by their supervisor. The worker will walk down the aisles between the plants in the corn fields, for the purpose of detasseling seed corn, remove rogue plants, weeds and volunteer corn plants from seed corn production fields. The worker in order to perform this kind of work must be able to work outside for at least 6 hours a day in all kinds of weather and be in possession of the requisite strength and endurance, working quickly and skillfully with their hands. The employer will provide the tools necessary (if applicable) to perform the job described without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.

Quality Checker: Worker may be asked to check the quality by moving down a row checking quality to ensure that all seed tassels were sufficiently removed. They will report issues to work supervisor.

Continued in Section 28.

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

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 _____lbs./libras
☒ Repetitive Movements / Movimientos repetitivos
☐ Criminal Background Check / Verificación de antecedentes penales
☐ Drug Screen / Detección de Drogas
☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
☒ Extensive Walking / Caminar por largos ratos
☒ Frequent Stooping / Inclinándose o agachándose con frecuencia
☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

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17. Wage Rates, Special Pay Information ai ;ductions / Tarifa de Pago, Información Sobre Pagos E ciales y Deducciones (Rebajas)

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Sí	No	Pay Period / Periodo de Pago / /
Corn Detassel	$ 13.79	$ 70.00 per acre	N/A	Social Security / Seguro Social	✓		Weekly / Semanal ✓
Quality Checker	$ 13.79	$ N/A	N/A	Federal Tax / Impuestos Federales	✓		
General Farm Labor	$ 13.79	$ N/A	N/A	State Tax /Impuestos Estatales	✓		Bi-weekly/ Quincenal
	$	$		Meals / Comidas	✓		
	$	$		Other (specify) / Otro (especifica)	✓		Monthly/Mensual
							Other/Otro

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

Corn Detassel $70.00 per clean acre (to be paid at $40.00 for 1st pass, $20.00 for 2nd pass, $10.00 for 3rd pass); $13.79 per hour guaranteed (minimum 0.10 acres per hour)
Quality Checker $13.79 per hour
General Farm Labor $13.79 per hour

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

b. Most of the jobs associated with this employment are paid by the piece rate, however, $13.79 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 the guaranteed minimum hourly rate.

c. The employer will make the following deductions: FICA taxes, state income tax, income tax, cash advances, overpayment of wages; charges for daily meals catered; and charges for any loss to the employer due to the worker's damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker in writing.

CONTINUED IN SECTION 28.

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 costs 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 the maximum amount to be reimbursed. If the 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 worksite to such subsequent employer's worksite, 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 worksite to such subsequent employer's worksite, 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 worksite and return without cost to the worker.

The employer assures that all employer provided transportation meets all applicable local, state and federal requirements.

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20. Is it the prevailing practice to use Farm r Contractors (FLC) to recruit, supervise, transport, hc 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 contesto "Si," 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/Si ■ No ☐

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ■ 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/Si ■ 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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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 ☐

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 ofrecidos.

James Larry Marsh - Owner

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

Employer's Signature / Firma y Título del Empleador

04/14/2017

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) constituyen una oferta de trabajo contractuales a las 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 60 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.

DECLARACION 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 60 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. Envie 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.

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28. Use this section to provide additional suppor /formation (including section Box number). Include attachr , if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el numero de la sección e incluya archivos adjuntos, si es necesario.

16 - Job Description con't:

Other Requirements: Workers seeking employment under this job order must be available for entire period requested by the employer.

The employer retains the right to discharge any obviously unqualified worker, malingerer, or recalcitrant worker who is physically able to complete the work, but does not demonstrate a willingness to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason.

Sanitation Requirements: For food and general safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when working in agricultural crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields. All workers must report all injuries and illnesses to their employer. As well any communicable diseases such as but not limited to diarrhea, or any other infectious disease or illness. Workers shall report immediately any cuts or abrasions that cause open bleeding. No tobacco, food, gum, candy, drink (other than water) or medication is allowed while working in the field. No jewelry, watches or fingernails longer than 1/8" are allowed. No open toe shoes or sandals are permitted. Glass bottles, drinking glasses, or any item made from glass are prohibited in the field. Improper hygiene will not be tolerated. Throw the used bathroom tissue into the toilet every time, then flush the toilet. Keep the restrooms, rest areas and portable facilities in the field clean for others.

General Conditions: On the first work day, the employer will provide specific instructions and/or training (6 hour) in the proper way to perform the crop activity. Thereafter, the worker will be expected to perform the task with diligence as instructed. By the beginning of the second working day (6 hours of work completed), workers will be expected to not adversely affect the productivity of the other workers, and to perform the work in a manner specified by the employer and described herein.

The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.

18 - More Details about Pay con't:

d. Raises and/or end of season bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on factors including work performance, skill and tenure. End of season bonus may be paid only to those workers who remain to the end of the season, or to such point in time that the employer determines the workers are no longer needed.

e. ¾ 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 affords the worker during the total work contract period less employment than that 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 as stated in this job order and shall exclude the worker's Sabbath and federal holidays. A worker may be offered more than the specified hours of work on a single workday, including the worker's Sabbath and federal holiday. For 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 worker's Sabbath or federal holiday. In determining whether the guarantee of employment has been met, any hours which the worker fails to work during a work day when the worker is afforded the opportunity to do so by the employer and hours of work performed, shall be counted in calculating the employment guarantee. The employment guarantee may be abated by the employer before the expiration date specified in the work contract for reasons beyond the employer's control due to an Act of God and the employer may terminate the work contract. The work guarantee will also be void from the beginning should the worker abandon or quit this employment before the end of the contract period or in the event the worker is terminated for lawful job related reason. The employer will not be liable for payment of the work guarantee with respect to an H-2A worker whom the Regional Administrator certifies is displaced because of the employer's compliance with the 50 percent rule.

f. Payroll periods will be weekly.

g. The employer will provide worker referred through the interstate clearance system 36 hours of work ($13.79 per hour; $496.44 per week) for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local Job Service office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system the appropriate wage rate per hour for the first week starting with the originally anticipated date of need. The employer will X will not _____ require worker to perform alternative work if the guarantee cited in this section is invoked. If worker referred fails to notify the order-holding office of continued interest in the job at least 5 days before date of need, worker will be disqualified from the above-mentioned assurance.

h. The employer assures that accurate and adequate records will be kept, and that authorized representatives of the Department of Labor, the worker and worker representative will be given access to the records of the worker's earnings.

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ETA-790 Attachment – Gulf Citrus Harvesting & Hauling, Inc.

Other Conditions of Employment:

a. Termination: Employer may discipline and/or terminate the worker with notification to the Job Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow housing rules; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses to work in accordance with directions or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) fails to meet the established productivity standard indicated in the petition after the one-day training and 1 day acclimation period; (f) or other job-related reasons; (g) falsifies identification, personnel, medical or other work related records; (h) commits acts of insubordination; (i) employer is made aware of a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

In general, with respect to Item A(b) above, "serious act(s) of misconduct" includes but is not limited to: theft from the employer or other workers; fraud or falsifying work related records, intoxication during the work day; use of illegal drugs; disobeying a lawful and reasonable instruction given by the employer or supervisor; abusing or threatening other employees, supervisor or employer; spitting, demeaning or use of profanity towards other workers, employer or supervisor; bullying or harassment (including verbal, physical, sexual) other employees, supervisor or employer; willful or malicious damage to employer's or other worker's property.

In general, with respect to Item A(h) above, insubordination will be considered to be any willful or intentional failure to obey a lawful and reasonable request from the employer or supervisor. The basic elements of insubordination include: 1. A reasonable and lawful direct order was issued to the employee, either verbally or in writing, by the employer or supervisor; 2. Employee received the order orally or in writing and communicated confirmation of understanding the order; and 3. Employee refused to obey the order directly through an explicit statement of refusal or through non-performance.

Five unexcused absences by the worker will be considered a job-related reason for worker termination. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic, horticultural, and other working conditions. Each worker must clean their work area each day and dispose of trash and discarded items in provided receptacles. The employer will report workers who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive working days without the consent of the employer. The employer will not be responsible for providing or paying for reported workers a) subsequent transportation and subsistence expenses, and b) the worker will not be entitled to the ¾ guarantee.

Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. The employer has 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 the employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with the employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with the 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.

b. In the event of termination for medical reasons occurring after arrival on the job as a result of employment, or in the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

   Pursuant to DOL regulations at 20 CFR 655.122(o), if, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the 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. 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 workers pay by the employer for transportation and subsistence expensed to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employers 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.

c. Injuries: Worker will be covered by Workers' Compensation Insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the

Regional Administrator before certification is granted. The employer agrees to follow all the required Workers' Compensation rules including light duty.

d. Employer Obligation if Employment Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

e. Employer Notification of Changes in Employment Terms and Conditions: Employer will expeditiously notify the order-holding local office 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.

f. Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501 (xvi).

g. Work Agreement: A copy of the Job Clearance Order will be provided to the worker by the employer no later than on the day the worker commences work.

h. Wage Statements: Employer will furnish to the worker on or before each pay day written statements showing the hours actually worked by the worker and the worker's total earnings for the pay period. Such statements will comply with DOL requirements found in 20 CFR 655.122(k). In an effort to ensure accuracy, each worker shall sign an acknowledgement of the receipt of said statements from the employer and shall have 10 days from signing the receipt to make written objection to the employer should the worker disagree with the accuracy of any such statement provided. Should the worker fail to provide written objection to the employer within said 10 day period, it shall be presumed that the statements received by the worker are accurate. The 10 day period indicated above does not overrule Florida Statute 29 USC sec. 255(a).

i. Employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501.

j. If a sufficient number of qualified workers are available at the same time and place to come to work for the Employer, the employer may, at the employer's option, coordinate group transportation arrangements (such as arranging for group purchase of bus tickets, charter bus service, or employer provided transportation or other arrangements or assistance, as appropriate).

ETA 790 Attachment 2 – Gulf Citrus Harvesting & Hauling, Inc.

Workplace Standards and Rules

Gulf Citrus Harvesting & Hauling, Inc. expects all employees to adhere to the rules of conduct necessary for the company's safe and efficient operations. The rules of conduct are necessary to establish and maintain a productive and respectful work place.

The performance standards listed below, and others that may be established from time to time, are not all-inclusive. These standards are only examples of the types of misconduct for which employees may be disciplined or dismissed. They are published to provide a general understanding of what your employer considers to be unacceptable conduct. Gulf Citrus Harvesting & Hauling, Inc. may impose disciplinary action in those instances where management decides such action is appropriate up to and including termination of employment for cause.

1. **Failure to perform work assigned by a supervisor or manager, consistent with the terms of your job clearance order.**

2. **Falsification of company records or documents, or other material forms of dishonesty, fraud, theft, or the misuse of property.**

3. **Leaving the farm property during scheduled working hours without the permission of your supervisor or manager.**

4. **Deliberately abusing, destroying, damaging, or defacing farm property, tools and/or equipment, including the personal property of others.**

5. **Taking part in any conduct which may endanger fellow employees or discredit the organization.**

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

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

8. **Improper behavior in performing your job.**

9. **Violation of Gulf Citrus Harvesting & Hauling's policies or procedures – including but not limited to housing rules of occupancy – which have been established to protect your employer's property and equipment, as well as to help safeguard the health and safety of its employees.**

10. **Tolerating, participating in, or initiating an event or act that is considered threatening behavior or workplace violence.**

11. **Cell phones are not allowed inside the fields, orchards or packing facility. Cell phones must be left in the bus, van or at camp. Use of cell phones is not permitted while on short breaks – only during lunch breaks.**

HOUSING RULES

General:

1. Keep house Clean
2. Sweep all floors daily
3. Mop all floors weekly
4. Do not leave trash in yard
5. DO NOT DAMAGE HOUSE
6. No loud music or parties after dark
7. Do NOT leave A/C on during the day
8. Do not cover/remove smoke alarms
9. Do not remove heaters/fire extinguishers from home
10. Do not use extension cords
11. Do not remove/tear screen on doors/windows
12. No fighting or weapons will be allowed
13. No alterations to units are allowed
14. No consumption of alcohol or illegal substances are permitted

Bathroom:

1. Flush toilet paper after every use
2. Place toilet paper, after use, in toilet before flushing. Don't put in waste basket.
3. When dirty, clean off surfaces: top of toilet bowl, sink and shower
4. Take out waste basket when full

Bedroom:

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

REGLAS DE VIVIENDA

General:

1.Mantengan la casa limpia
2. Barran los pisos diariamente
3. Trapeen los pisos una vez por semana
4. No dejen basura en el patio
5. NO HAGAN DANOS A LA CASAS
6. No musica alta fiestas despues de noche
7. No dejen el aire acondicionado prendido durante el dia
8. No tapen o quiten los detectors de humo
9. No remuevan los calentadores o extinguidores de lumber de las casas
10. No usen cables de extension
11. No quiten o rompan la tela de las ventanas ylo puertas
12. No se permiten pleitos ni armas
13. No se permiten alteraciones a las unidades
14. No se permite el consume de alcohol o substancias ilegales

Bano:

1. Bajen el agua del inodoro despues de cada uso
2. Depositen papel higienico usado en el inodoro
3. Cuando sucio, limpien todas las superficies: encima del inodoro, lava manos y bailera
4. Saquen la basura cuando se llene

Dormitorio:

1. Arregle su cama
2. No desmotten las camas y las muevan de lugar
3. No se pueden quedar visitants en la noche
4. Mantengan sus cosas personales en su espacio
5. NO se permite guarder com ida en los cuartosl

HOUSING RULES CONTINUED
(REGLAS DE ALOJAMIENTO 2)

This housing is being offered to from your employer as an extra benefit from this company. You have to be employed by this company in order to be permitted to live in the housing provided. Non-employees are not permitted to stay at the worker housing. Tenancy is from week to week. In the event that your employment ceases, your housing must be relinquished no later than the end of the current pay period which is weekly.

Your housing unit can be and will be inspected by a company representative weekly or monthly by the Department of Health. These inspections are to help assure that all housing units are maintained in healthy and neat conditions.

****IMPORTANT**

You are responsible for **ALL** damages done to your housing unit during your stay. **Any damages that are not caused by normal wear and tear will be deducted from your pay. Continuous violations of the housing rules can result in your termination of employment as well as your right to live at the housing provided by the company.**

NOTE: The Company makes a big effort in finding good and secure housing for everyone's convenience. It is important that you avoid leaving valuable items as well as money in the housing units when you leave. The company will be not responsible for any stolen items from the housing units.

Esta vivienda está siendo ofrecida a de su empleador como un beneficio adicional de esta compañía. Usted tiene que ser empleado por esta compañía para ser permitido para vivir en la vivienda provista. Los poco empleados no son permitidos para quedarse en la vivienda del trabajador. La tenencia es desde semana hasta la semana. En caso que su empleo cese, su vivienda debe ser a la que se renunció no más tarde que el fin del período actual de paga que es semanal.

Su unidad de albergue puede ser y va a ser inspeccionada por lo menos una vez a la semana por un inspector de la compania y mensual por el deparamento de salud para ayudar asegurar que esta mantenida en una Buena condicion sanitaria.

****IMPORTANTE**

Usted es responsable por TODOS los danos de su unidad durante el tiempo que usted esta viviendo ahi. **Cualquier dano que sea causado, que no sean por desgaste o deterioro normal seran cobrados de sus cheques. Continua violacion de las regalas de albergue pueden resultar en la terminacion de su uso del albergue proveido por la compania al igual que su empleo con esta compania.**

NOTA: Aunque la compania hace un esfuerzo grande para buscar casas que sean seguras para la comodidad de todos, es importante de que eviten dejar cosas valiosas y dinero en sus viviendas cuando salen del albergue. La compania no se hara responsible de la perdidas que tengan.

ETA 790 Gulf Citrus Harvesting & Hauling Inc (Spanish Translation)

2. La Destreza y las Direcciones para Sitio de Trabajo:

Los lugares de trabajo están ubicados en:

1088 H Road, Minden, NE 68959

228 NE-10, Minden, NE 68959

12074 733 Road, Funk, NE 68940

118 24th Road, Wilcox, NE 68982

55351 130th Road, Shelton, NE 68876

11953 Shelton Road, Shelton, NE 68876

12934 Sioux Road, Gibbon, NE 68840

6962 S McGuire Road, Wood River, NE 68883

75150 Road 444, Overton, NE 68843.

3. La Destreza y las Direcciones para Alojar:

La vivienda está ubicada en:

Ramada Inn, 301 Second Avenue, Kearney, NE 68847

3A. La Descripción de Alojar:

El empleador proveerá para esos trabajadores que no pueden razonablemente regresar a su residencia en un plazo del mismo día alojando, fuera cobra para el trabajador, que se responsabiliza por aplicables estándares estatales, locales y federales de la vivienda. Sin embargo, el empleador requerirá que trabajadores compensen al empleador para daño causado a que vivienda por los trabajadores personales encontró para haber sido responsable de daño que no es el resultado de deterioro normal relatado para la habitación. Los trabajadores serán responsables de mantener vivienda en una manera claramente delineada, limpia, así como también seguirán las reglas de la vivienda que son atribuidas. El alojar familias no está disponible y la provisión de alojar familias no es una costumbre predominante en el área de empleo pretendido. El alojar Co-edes no es ofrecido; todo hembra que los trabajadores estarán alojados con otras hembras y todo los trabajadores masculinos estarán alojados con otros varones.

12. El alcance adelantado de horas para las actividades estacionales diferentes:

Seis (6) horas por el día, lunes a través de sábado, es normal, de cualquier forma que el trabajador puede ser pedido pero no requerido para trabajar horas adicionales al día y el sábado judío y/o los federales días de fiesta y domingo dependiendo de las condiciones del cultivo, el clima, la madurez del cultivo y las

condiciones de mercado. Todos los trabajadores estarán obligados a tomar un período del almuerzo de 1 horas para descansar y comer su comida meridiana.

14. Describa cómo el empleador tiene la intención de proveer ya sea 3 comidas al día para cada trabajador o proveen cocina libre y conveniente y las facilidades de cocina para los trabajadores para preparar comidas:

Por 655.122 (g), el empleador proveerá 3 comidas al día y deducirá $12.07 al día de los empleados residenciado en las facilidades de la vivienda. El empleador proveerá transporte una vez a la semana para locales tiendas de comestibles, banca y las facilidades de la lavandería.

15. Las Instrucciones de Referencia y la Información de Alquiler:

Los trabajadores son ocultados para la conformidad con los siguientes criterios: Uno) confirme que la habilidad, la disponibilidad, las aptitudes y la voluntad para realizar trabajo descrito y confirma intención para trabajar toda la temporada; B) los trabajadores locales confirman disponibilidad y transporte diario confiable hacia y desde el sitio de trabajo por toda la temporada. Los trabajadores locales Non confirman disponibilidad de transporte para trabajar esporádicamente sitio para empezar trabajo; C) la afirmación de información completa de todos los términos, todas condiciones, y la naturaleza de trabajo; D) la afirmación de aptitudes legales para trabajar en Estados Unidos. El empleador puede ultimar al trabajador (extranjero y/o el doméstico) con notificación para el servicio de empleo si el empleador descubre que una convicción criminal el registro o el estatus como un agresor sexual matriculado que empleador razonablemente le cree, consistente con la ley actual, deteriorará la seguridad y las condiciones de vida de otros trabajadores.

Todas las referencias son ser hecho para Larry Marsh o Anita Coronado por teléfono: El 863-675-0875 o el fax: 863-675-0637. Las llamadas por cobrar no serán aceptadas. Las horas de oficina son lunes a través de viernes de 9:00 a.m. para 11:00 a.m. y 1:00 de la tarde para 3:00 p.m. Todos los solicitantes dentro del estado locales pueden aplicarse directamente al empleador. Todos los solicitantes interestatales están animados pero no requeridos para primero contactar al Job Order estando en funciones antes de contactar al empleador para cualquier información actualizada estimando el trabajo antes de la referencia. Para las referencias de más allá de la distancia normal de viajar diario al trabajo, una aplicación puede ser enviada por fax para el empleador o una entrevista telefónica puede ser pedida. El empleador contactará que todos los solicitantes que han metido la solicitud por fax para transmitir una entrevista.

Antes de la referencia, cada trabajador o debería leer o les ha leído una copia de la Oferta de Empleo y que comprenden todos los términos y todas condiciones de empleo tan notados en la orden. Todos los trabajadores también deberían ser aconsejados que estarán supuestos a trabajar para el período total de empleo tan notable en la Oferta de Empleo y deberían estar disponibles para trabajar en cualquiera de las actividades listadas de trabajo al juicio del empleador y los trabajadores deben tener transporte para punto captador programado.

El empleador utiliza el sistema E-Verify. Todos los trabajadores deben procesar la documentación requerida para permitirle al empleador cumplir con los requisitos de verificación de empleo de IRCA.

Cada trabajador estará obligado exactamente completar a Forma I-9 9 tres (3) días de empleo luego de la ley de Estados Unidos. El empleador acatará los requisitos y las seguridades de 20 CFR 653.501 en el procesamiento y/o el alquiler de individuos referidos a través del sistema de liquidación de mercaderías.

Las referencias de individuos serán hechas a través de la orden sujetando oficina de la Indiana Agencia de Desarrollo Workforce para averiguar empleo actual, recortar o alojando información y para poner anteriores disposiciones en condiciones de ser hechas. Será la responsabilidad de la oficina SWA que refiere darle a personas en busca de empleo cuenta de los términos y las condiciones de esta orden de liquidación de mercaderías. La oficina SWA que refiere después de coordinar la referencia con la orden estando en funciones contactará al empleador y le informará al empleador acerca de la referencia o las referencias. Las oficinas SWA deberían proveer a traductor los servicios si es necesario siempre que sea posible. Si estar en funciones planifica referir a varios solicitantes al mismo tiempo, es pedido que el empleador sea aconsejado por adelantado y un tiempo programado para la entrevista.

Si una decisión de empleo no es dada al momento de la entrevista, el empleador comunicará una decisión de alquiler directamente para el solicitante en la información de contacto que el solicitante proveyó. Independientemente, al solicitante debería recomendársele permanecer en toque con la oficina SWA que refiere.

Todos los trabajadores desde adentro de la distancia de viajar diario al trabajo normal reclutada en contra de este Job Order no estarán previstos alojando y el transporte.

16. Job Description y requisitos:

Los trabajadores realizarán deberes asignados tan adiestrados por su supervisor. El trabajador irá andando por los pasillos entre las plantas en los campos de maíz, con el objeto de trigo de siembra de descope del maíz, quitan plantas del sinvergüenza, hierbas malas y el voluntario que el maíz planta de producción del trigo de siembra fildea. El trabajador para realizar esta clase de trabajo debe poder trabajar fuera por al menos 6 horas al día en toda clase de clima y esté en posesión del aguante y fuerza requerida, surtiendo efecto rápidamente y diestramente con sus manos. El empleador proveerá las herramientas necesarias (si aplicable) para realizar el trabajo descrito sin cargo para el trabajador. El empleador le facturará al trabajador pues los costos razonables se relacionaran con la negativa del trabajador o el fracaso negligente para devolver las herramientas o debido al daño intencionado de tal trabajador o destrucción de las herramientas.

El Inspector de Calidad: El trabajador puede recibir instrucciones de comprobar la calidad paseando a lo largo de una fila comprobando calidad para asegurar que todas las borlas de la semilla estaban suficientemente removidas. Reportarán asuntos para trabajar al supervisor.

Otros Requisitos: Los trabajadores buscando empleo bajo esta orden de trabajo deben estar disponibles por el período entero pedido por el empleador.

El empleador retiene el derecho para dar de baja a cualquier trabajador obviamente incompetente, cualquier enfermo fingido, o cualquier trabajador recalcitrante que puede físicamente completar el trabajo, pero no demuestra una voluntad para realizar el trabajo necesario para el empleador para cultivar

un producto de calidad del premio, o para alguna otra razón legal.

Los Requisitos de Saneamiento: Para comida y los propósitos generales de seguridad, todos los trabajadores serán requeridos y esperados a seguir comunes sanitarias oficinas de leyes en todo momento. Esto es en particular crítico al trabajar en cultivos agrícolas para el consumo humano. Los empleados están obligados a limpiar sus manos limpiándolos con jabón a ellas completamente y agua después de pasar al baño y antes de entrar en los campos. Todos los trabajadores deben reportar todo lesiones y enfermedades para su empleador. Como el pozo cualquier enfermedades comunicables tan pero no limitado para la diarrea, o alguna otra enfermedad o enfermedad contagiosa. Los trabajadores reportarán inmediatamente algunos cortes o cualesquiera abrasiones que le causan sangrado abierto. Ningún tabaco, ninguna comida, ninguna goma, ningún caramelo, ninguna bebida (aparte de agua) o medicación es admitido al trabajar en el campo. Ninguna joyería, ninguno de los relojes de pulsera o ninguna de las uñas más lejos que 1/8 " es admitido. Ningún dedo del pie abierto hierra o las sandalias están permitidas. Botellas de vidrio, bebiendo anteojos, o cualquier artículo hecho de vaso es prohibido en el campo. La higiene impropia no será tolerada. Eche el papel higiénico usado adentro del inodoro todo el tiempo, entonces calor de hígado el inodoro. Mantenga los cuartos de baño, las áreas de descanso en la carretera y facilidades portátiles en el campo por completo para otros.

Las Condiciones Generales: En la primera jornada de trabajo, el empleador proveerá instrucciones específicas y/o entrenamiento (6 la hora) de forma adecuada para realizar la actividad del cultivo. Después, el trabajador estará supuesto a realizar la tarea con diligencia tan adiestrada. Por el comienzo del segundo día de trabajo (6 horas de trabajo completadas), los trabajadores serán esperados para no adversamente el afecto la productividad de los otros trabajadores, y para realizar el trabajo en cierto modo especificado por el empleador y descritos en este punto.

El empleador proveerá las herramientas necesarias para realizar los deberes de trabajo descritos sin costo de conexión para el trabajador. El empleador le facturará al trabajador pues los costos razonables se relacionaran con la negativa del trabajador o el fracaso negligente para devolver las herramientas o debido al daño intencionado de tal trabajador o destrucción de las herramientas.

18. Más Detalles Acerca de la Paga Continuaron:

El maíz Detassel $70.00 por acre limpio (para estar pagado en $40.00 para paso 1, $20.00 para paso 2, $10.00 para paso 3); $13.79 por hora garantizado (acres 0.10 mínimos por hora)

$13.79 del Inspector de calidad por hora

$13.79 general de Trabajo Agrícola por hora

* *Please note que si el trabajador es asalariado una tasa del pedazo para cualquiera de estas actividades, el trabajador será fiado la tasa de paga que es lo más alto del AEWR, el salario de cada hora predominante o pedazo evalúa, el salario colectivo de regateo acordado, o el Federal o salario del Estado mínimo, excepto donde un método especial es aprobado para una ocupación o una clase específica de empleo agrícola.

B. La mayor parte de los trabajos asociados con este empleo están pagados por la tasa del pedazo, sin

embargo, $13.79 por tasa del salario hora o una más alta que prevalece, si aplicable, está garantizada como un mínimo pues todas las horas surtieron efecto durante un período de paga. Si la paga total del trabajador por el período de paga de ganancias de tasa de pedazo y sueldo de cada hora entre sus horas totales surtiera efecto durante que los resultados de período de paga en ganancias de cada hora comunes de menos de la garantizada paga por hora, al trabajador le será siempre y cuando paga de acrecentamiento para la garantizada mínima paga por hora.

C. El empleador hará las siguientes deducciones: FICA grava, diga impuesto de la renta, impuesto de la renta, anticipos, pago excesivo de sueldo; hace un cargo por las comidas diarias provistas de comida y bebida; y los cargos para cualquier pérdida para el empleador debido al daño del trabajador o la pérdida de artículos del equipo o de la vivienda donde es mostrado que el trabajador es responsable, algunas otras deducciones expresamente autorizadas por el trabajador por escrito.

D. Los aumentos y/o el fin de bonos de estación puede ser ofrecido cualquier trabajador temporario empleado luego de esta orden de trabajo, en la discreción exclusiva de la compañía, basado en los factores incluyendo función de trabajo, la habilidad y la tenencia. El fin de estación que el bono puede estar pagado sólo para esos trabajadores que el resto hasta el final de la estación, o para tal punto puntual que el empleador determina a los trabajadores ya no se necesita.

E. ¾ la garantía de trabajo: El empleador asegurará ofrecer el empleo del trabajador para al menos tres cuartos de los días laborales de los períodos totales durante los cuales el contrato de trabajo y todo las extensiones por esa razón están vigente, comenzando con el primer día laboral después de que la llegada del trabajador en el lugar de empleo y el final en el vencimiento pasan de moda especificados en el contrato de trabajo o en sus extensiones, si cualquier. Si el empleador se permite al trabajador durante el período total del contrato de trabajo menos el empleo que tan requerido bajo esta garantía de trabajo, el empleador le pagará a que tal trabajador la cantidad que el trabajador habría ganado tuvo el trabajador, de hecho, lo trabajó para el número garantizado de días. Para los propósitos de esta garantía, un día laboral querrá decir el número de horas en un día laboral tan dicha en esta orden de trabajo y excluirá sábado judío del trabajador y los federales días de fiesta. A un trabajador puede proponérsele más que las especificadas horas de trabajo en un solo día laboral, incluyendo sábado judío del trabajador y el federal día de fiesta. Para los propósitos de chocar con la garantía, sin embargo, el trabajador no estará obligado a trabajar para más de lo que el número de horas especificadas en este trabajo hacen el pedido por un día laboral, o en el sábado judío del trabajador o el federal día de fiesta. En determinar si la garantía de empleo ha sido por lo que se responsabilizó, algunas horas que el trabajador le falla trabajan durante una jornada de trabajo cuando el trabajador se le permite la oportunidad para hacer eso por el empleador y las horas de trabajo realizadas, serán tomadas en cuenta calcular la garantía de empleo. La garantía de empleo puede ser abatida por el empleador antes de que la cita de vencimiento especificó en el contrato de trabajo para las razones más allá del control del empleador debido a un Caso de Fuerza Mayor y el empleador puede terminar el contrato de trabajo. La garantía de trabajo también será nula desde el principio si el abandono del trabajador o abandone este empleo antes del fin del período del contrato o en caso de que el trabajador sea ultimado para la razón relacionada al trabajo legal. El empleador no será responsable de pago de la garantía de trabajo con relación a un trabajador de H-2A que el Administrador Regional certifica es desplazado por la conformidad del empleador con la regla de 50 de porcentual.

F. Los períodos de la nómina serán semanales.

G. El empleador le proveerá al trabajador referido a través del sistema interestatal de liquidación de mercaderías 36 horas de trabajo ($13.79 por hora; $496.44 a la semana) por la semana comenzando con la cita adelantada de necesidad, a menos que el empleador haya enmendado la cita de necesidad notificando la oficina local Job Service no más tarde que 10 días antes de la cita de necesidad. Si el empleador fracasa en hacerle saber la oficina que mantiene orden, entonces el empleador le pagará a un trabajador elegible referido a través del sistema de liquidación de mercaderías la tasa apropiada del salario por hora por la primera semana comenzando con la cita originalmente adelantada de necesidad. La X del empleador _____ no requerirá que trabajador realice trabajo alternativo si la garantía se refiriera en este pasaje es conjurado. Si el trabajador referido fracasa en hacerle saber la oficina que mantiene orden de interés continuado en el trabajo a días 5 mínimos antes de la cita de necesidad, el trabajador estará incapacitado de la anteriormente citada seguridad.

H. El empleador afirma que los registros precisos y adecuados serán conservados, y esos representantes autorizados del Ministerio de Trabajo, el representante del trabajador y del trabajador recibirán acceso para los registros de las ganancias del trabajador.

19. Las Disposiciones de Transporte:

Para trabajadores contratados de más allá de la distancia normal de viajar diario al trabajo, después de la terminación de 50 por ciento del trabajo se contrae el período, el empleador compensará al trabajador para los costos merecidos por el trabajador para el transporte y la subsistencia diaria, según se requiera por las reglas DOL, del lugar de que el trabajador ha venido a trabajar para el empleador para el lugar de empleo. La subsistencia diaria mientras en el viaje será nada menos que $12.07 al día sin recibos y hasta $51.00 al día con recibos como el máximo equivale a ser reembolsada. Si el trabajador completa el período del contrato de trabajo, el empleador proveerá o pagará por el transporte del trabajador y la subsistencia diaria del lugar de empleo para el lugar de que el trabajador, haciendo caso omiso de interviniendo empleo, vino a trabajar para el empleador, o, si el trabajador se ha contraído con un subsiguiente empleador que no ha quedado de acuerdo en ese contrato proveer o pagar por el transporte del trabajador y los gastos diarios de subsistencia del lugar de trabajo del empleador para el lugar de trabajo de tal subsiguiente empleador, el empleador proveerá o pagará por tales gastos; excepto eso, si el trabajador ha contratado empleo con un subsiguiente empleador que, en ese contrato, ha acordado pagar por el transporte del trabajador y los gastos diarios de subsistencia del lugar de trabajo del empleador para el lugar de trabajo de tal subsiguiente empleador, el empleador no está obligado a proveer o pagar por tales gastos.

Para trabajadores residenciado en la vivienda del empleador, el empleador proveerá transporte entre las cuartas partes de sustento del trabajador, y el lugar de trabajo del empleador y regreso a mesa puesta para el trabajador.

El empleador asegura que todo empleador siempre y cuando el transporte se responsabilice por todos aplicables requisitos locales, estatales y federales.

ETA 790 – Other Conditions – Gulf Citrus Harvesting & Hauling, Inc.

Otras Condiciones de Empleo:

a. Abrogación: El empleador puede disciplinar y/o puede ultimar al trabajador con notificación para la oficina local Job Service si el trabajador: (uno) se rehúsa sin causa justificada para representar trabajo para el cual el trabajador fue reclutado y contratado o se rehúsa a seguir alojar reglas; (b) comete actos serios de mala conducta; (c) se finge enfermo o de otra manera se rehúsa a trabajar de conformidad con direcciones o es diferente obviamente incompetente para realizar el trabajo; (d) puede físicamente pero no demuestra la voluntad para realizar el trabajo necesario; (e) fracasa en responsabilizarse por el estándar de productividad establecido indicado en la petición después del entrenamiento de un día y 1 período de aclimatación de día; (f) u otras razones relacionadas al trabajo; (g) falsifica identificación, personal, médico u otros registros relacionados con el trabajo; (h) comete actos de insubordinación; (yo) el empleador es dicho un registro criminal de convicción o estatus como un agresor sexual matriculado al que el empleador razonablemente le cree, consistente con la ley actual, deteriorará la seguridad y las condiciones de vida de otros trabajadores.

En general, con relación a del Artículo (b) arriba, "el acto serio (s) de mala conducta" incluye pero no se le limita: el robo del empleador u otros trabajadores; la trapacería o el trabajo falsificador relacionó registros, embriaguez durante la jornada de trabajo; el consumo de drogas ilegales; desobedeciendo una instrucción legal y razonable dada por el empleador o el supervisor; abusando o amenazando a otros empleados, otro supervisor u otro empleador; Escupiendo, comportándose o el uso de profanidad hacia otros trabajadores, otro empleador u otro supervisor; la matonería u hostigamiento (incluyendo reconocimiento médico verbal,, sexual) otros empleados, otro supervisor u otro empleador; el daño intencionado o malicioso para la propiedad del empleador u otro trabajador.

En general, con relación a del Artículo (h) arriba, se considerará que insubordinación es más fracaso intencionado o intencional para obedecer una petición legal y razonable del empleador o el supervisor. Los elementos básicos de insubordinación incluyen: 1. Una orden razonable y legal y directa fue emitida para el empleado, ya sea oralmente o por escrito, por el empleador o el supervisor; 2. El empleado recibió la orden oralmente o por escrito y comunicó afirmación de comprender la orden; Y 3. El empleado se rehusó a obedecer la orden en seguida a través de una declaración explícita de negativa o a través del incumplimiento.

Cinco ausencias injustificadas por el trabajador serán consideradas una razón relacionada al trabajo para la terminación del trabajador. Los trabajadores deben trabajar en un paso sostenido, lleno de énfasis y deben hacer esfuerzos auténticos para trabajar eficazmente y consistentemente eso es razonable bajo lo climático, hortícola, y otras condiciones laborales. Cada trabajador debe limpiar su área de trabajo cada día y debe deshacerse de basura y artículos descartados en siempre y cuando receptáculos. El empleador denunciará a los trabajadores que, uno) voluntariamente abandone empleo antes del fin del período del contrato, o b) los trabajadores que son ultimados por motivo justificado,

para el Chicago National Processing Se Concentran, y los trabajadores de H-2A para el Departamento de Seguridad Nacional, en escribir u otro aprobó método, a más tardar a dos (2) días después del abandono o la terminación ocurren. El abandono tendrá la reputación de comenzar después de que un trabajador deja de presentarse a trabajar en el tiempo programado regularmente por cinco (5) días consecutivos de funcionamiento sin el consentimiento del empleador. El empleador no será responsable de con tal que o pagando pues denunció a trabajadores uno) el subsiguiente transporte y los gastos de subsistencia, y b) el trabajador no será merecedor de la ¾ garantía.

Los trabajadores deben notificar al empleador antes de voluntariamente terminando su empleo. Todo emprende merecido será remitido al último domicilio conocido para trabajadores que salen sin proveer aviso. Es imperativo que los trabajadores le provean una dirección completa y precisa al empleador no más tarde que el primer día de empleo. El empleador tiene un no completo, ninguna política del resalario. La abrogación para las razones relacionadas al trabajo legales antes de que el especificado final compañero de cita apuntara en la lista esta aplicación descalificará al empleado de futuras oportunidades de empleo con el empleador. Los trabajadores que abandonan su empleo sin previo aviso durante el período cubierto por este acuerdo de trabajo estarán incapacitados de futuras oportunidades de empleo con el empleador. La renuncia escrita voluntaria antes de que el especificado final compañero de cita apuntara en la lista esta aplicación puede descalificar al empleado de futuras oportunidades de empleo con el empleador. Para trabajadores que abandonan su empleo voluntariamente, el empleador considerará y evaluará circunstancias especiales y casos de adversidad en una base casa por caso. Los empleados, sin excepción, están obligados a notificarles al personal supervisor apropiado antes de voluntariamente terminando su empleo que sea considerado y elegible para exención para la no completo, ninguna política del resalario.

b. En el caso de la terminación para las razones de salud ocurriendo después de la llegada en el trabajo como resultado del empleo, o en el caso de la terminación resultando de un Caso de Fuerza Mayor, el empleador le proveerá o le pagará costos razonables de subsistencia y transporte de ida y vuelta para el lugar de reclutamiento y compensará al trabajador para los costos razonables de transporte y la subsistencia incurrida por el trabajador a llegar al lugar de empleo.

Luego de las reglas DOL en 20 CFR 655.122 (Oh), si, antes de que la cita de vencimiento especificara en el contrato de trabajo, los servicios del trabajador ya no son requeridos para razones más allá del control del empleador debido a fuego, se aclimatan, u otro Caso de Fuerza Mayor que imposibilita el cumplimiento del contrato, el empleador puede terminar el contrato de trabajo. Si tal acontecimiento constituye una imposibilidad del contrato será determinada por el CO. En el Caso de tal terminación de un contrato, el empleador debe satisfacer a un avalado de tres cuartos para el tiempo que ha transcurrido del principio del contrato de trabajo para el tiempo de su terminación. El empleador debe hacer esfuerzos para transferir al trabajador para otro empleo comparable aceptable para el trabajador, consistente con la ley existente de inmigración, tan aplicable. Si tal traslado no es afectado, el empleador lo debe hacer: (1) Devuelva al trabajador, en el gasto de empleadores, para el lugar de que el trabajador (haciendo caso omiso de

intervenir empleo) vino a trabajar para el empleador, o el transporte que el trabajador para los trabajadores después certificó al empleador de H-2A, cualquiera que el trabajador prefiere; (2) Compense al trabajador la cantidad llena de cualquier deducciones hechos de la paga de trabajadores por el empleador para el transporte y la subsistencia cargada en cuenta para el lugar de empleo; Y (3) Pay el trabajador para cualquier costos incurrió por el trabajador para el transporte y la subsistencia diaria para que el lugar de empleadores de empleo. La subsistencia diaria debe ser computada como colocada en adelante en párrafo (h) de esta sección. La cantidad del pago de transporte no debe ser menos que (y no está obligado a ser más) la más económica y razonable empresa de servicios públicos que el transporte le factura para las distancias conllevó.

c. Lesiones: El trabajador estará cubierto por Seguro de Compensación de Trabajadores para lesiones levantándose fuera de y en el transcurso del empleo. La prueba de cobertura de seguro del empleador será provista a la Administradora Regional antes de que la certificación sea concedida. El empleador acuerda seguir todas las reglas de Compensación de los Trabajadores requeridos incluyendo deber leve.

d. La Obligación del Empleador Si el Empleo Extended: Ninguna extensión de empleo más allá del período de empleo especificado en la orden de trabajo eximirá al empleador de pagar el sueldo ya devengado, o, si especificara en la orden de trabajo como un término de empleo, proveyendo transporte de ida y vuelta o pagando gastos de transporte de ida y vuelta para el trabajador.

e. La Notificación del Empleador de Cambios en el Empleo Llama y Condiciones: El empleador expeditamente le hará saber el orden mantiene agencia de la oficina local o del Estado por teléfono inmediatamente al enterarse de que un cultivo está madurando más temprano o más tarde, o que las condiciones atmosféricas, el sobre-reclutamiento, u otros factores tienen, cambió los términos y las condiciones de empleo.

f. Personas Que Van Dirigidas: Las personas que van dirigidas tendrán acceso razonable para el trabajador en la conducta de actividades de alcance luego de 20 CFR 653.107 y 20 CFR 653.501 (xvi).

g. El Acuerdo de Trabajo: Una copia del Job Clearance Order será provista a la trabajadora por el empleador no más tarde que en el día que el trabajador empiece trabajo.

h. Las Declaraciones del Salario: El empleador proveerá para el trabajador a más tardar a cada declaraciones escritas de día de paga mostrando que las horas en verdad trabajado por el trabajador y las ganancias totales del trabajador por el período de paga. Tales declaraciones llenarán los requisitos con requisitos DOL encontrados en 20 CFR 655.122 (la k). En un esfuerzo para asegurar exactitud, cada trabajador indicará a través de señas un reconocimiento del recibo de dichas declaraciones del empleador y tendrá 10 días de firmar el recibo para hacer objeción escrita para el empleador si el trabajador esté en desacuerdo con la exactitud de cualesquier declaración provisto. El trabajador debería fracasar en proveerle la objeción escrita al empleador en un plazo de dicho período de 10 días, se supondrá que las declaraciones admitidas por la mayoría por el trabajador son

precisas. El período de 10 días indicado de arriba no predomina sobre Florida Statute 29 USC sec. 255 (uno).

i. El empleador acuerda acatar las reglas en 20 CFR 655.135, Seguridades, y 20 CFR 653.501.

j. Si un suficiente número de obreros calificados están disponibles al mismo tiempo y colocan para venir a trabajar para el Empleador, el empleador, en la opción del empleador, puede coordinar disposiciones de transporte del grupo (como hacer los preparativos para compra del grupo de billetes de autobús, establezca los estatutos de servicio de autobuses, o el empleador proveyó transporte u otras disposiciones u otra asistencia, según el caso).

ETA 790 Attachment 2 – Gulf Citrus Harvesting & Hauling, Inc.

Los Estándares del Lugar de Trabajo y las Reglas

Gulf Citrus Harvesting & Hauling, Inc. espera que todos los empleados se apeguen a las reglas de conducta necesaria para las operaciones seguras y eficientes de la compañía. Las reglas de conducta son necesarias para establecer y mantener un productivo y respetuoso lugar de trabajo.

Los estándares de función listados debajo, y los otros que pueden estar establecidos de vez en cuando, *no están completos*. *Estos estándares son sólo ejemplos de los tipos de* mala conducta para la cual los empleados pueden ser disciplinados o dados permiso para salires. Son publicados para proveer una comprensión general de lo que su empleador considera ser conducta inaceptable. Gulf Citrus Harvesting & Hauling, Inc. puede imponer medida disciplinaria en tales casos donde gerencia decide que tal acción es apropiada hasta e incluyendo cese por motivo justificado.

1. **El trabajo de incumplimiento asignado por un supervisor o el gerente, consistente con los términos de su liquidación de mercaderías de trabajo hace el pedido.**

2. **La falsificación de compañía registra o documenta, u otro material forma de deshonestidad, fraude, robo, o el mal uso de propiedad.**

3. **Dejando la propiedad de labranza durante programado horas de trabajo sin el permiso de su supervisor o el gerente.**

4. **Deliberadamente abusando, destruyendo, dañando, o afeando propiedad de labranza, herramientas y/o equipo, incluyendo la propiedad personal de otros.**

5. **Tomando parte en cualquier conducta que puede poner en peligro a los compañeros de trabajo o puede desprestigiar la organización.**

6. **El uso impropio o ilegal de bebidas alcohólicas, drogas ilegales, sustancias controladas, o las medicaciones prescritas.**

7. **El fracaso o la negativa a cooperar en una investigación de compañía.**

8. **El comportamiento impropio en realizar su trabajo.**

9. **La violación de Gulf Citrus Harvesting & Hauling, Inc y las políticas del Arrastre o procedimientos – incluir pero no limitado a la vivienda rige de ocupación – que han estado establecidas para proteger la propiedad de su empleador y el equipo, así como también ayudar a poner a salvo la salud y la seguridad de sus empleados.**

10. **Tolerando, participando adentro, o iniciando un acontecimiento o un acto que es considerado violencia de comportamiento intimidatorio o del lugar de trabajo.**

11. **Los teléfonos celulares no están permitidos adentro los campos, las huertas o facilidad empacadora. Los teléfonos celulares deben quedarse en el bus, furgoneta o en campamento. El consumo de teléfonos celulares no está permitido mientras en suspensiones breves – sólo durante los recesos para almorzar.**

REQUEST FOR CONDITIONAL ACCESS TO THE CLEARANCE SYSTEM

To: State Workforce Agency: Department of Economic Opportunity

Name of Employer: Gulf Citrus Harvesting & Hauling, Inc.

Location of Housing: 301 Second Ave., Kearney, NE 68847

I hereby request that my clearance job order(s) for agricultural workers be conditionally allowed into the intrastate/interstate clearance system in order that my clearance order can be transmitted to labor supply States in a timely manner for the recruitment of workers.

I confirm that my housing shown above was in compliance with applicable housing standards of the U.S. Department of Labor during the period of its use last season, and that all corrective actions requested in that year were fully complied with. This housing has not yet been inspected this year, however, the housing will be inspected and in full compliance prior to certification being issued.

Employer's Signature

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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 10 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 James Larry Marsh Date: 04/14/2017

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.

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Gulf Citrus Harvesting & Hauling, Inc.
P.O. Box 1347
LaBelle, FL 33975
Phone: (863) 675-0875
Fax: (863) 675-0637
Email: gulfchhi@aol.com

ITINERARY

This itinerary is subject to change due to crop conditions. The maturity of seed corn may change due to weather conditions and pollen shed, which cannot be predicted. The detasselers will receive daily offers of work within the locations listed below depending on corn maturity and orders from Monsanto Company.

A. Fixed Site: Monsanto Company 2615 Antelope Ave Kearney, Nebraska
B. Beginning Date: July 1st, 2017
C. Ending Date: August 5th , 2017
D. Crop: Seed Corn
E. Activity of Workers: To walk seed fields for the purpose of detasseling seed corn, remove rouge plants, weeds, and volunteer corn plants from seed corn production fields.
F. Physical Location of work sites:
   1088 H Road Minden, NE 68959
   228 NE-10 Minden, NE 68959
   12074 733 Road Funk, NE 68940
   118 24th Road Wilcox, NE 68982
   55351 130th Road Shelton, NE 68876
   11953 Shelton Road Shelton, NE 68876
   12934 Sioux Road Gibbon, NE 68840
   6962 S McGuire Rd Wood River, NE 68883
   75150 Road 444 Overton, NE 68863

0828181957201

Breakfast.

* Huevos con jamon (Ham and eggs)
* Huevos con chorizo (Eggs ~~with~~ & Mexican sausage)
* Huevos mexicanos (Eggs with pico de gallo)
* Huevos rancheros (Eggs in hot sauce)

Served with rice and beans and three tortillas

Lunch.

* Chile Verde (Steak or chicken)
* Carne Asada.
* Pollo Asado
* Chile Colorado (Steak or chicken)
* Steak Fajita Burrito. → rice and beans in it.
* Chicken Fajita Burrito → rice and beans in it.

Note: Chile verde, Chile colorado, Carne asada and chile colorado are served with rice and beans and three tortillas.

Dinner

* Enchiladas verdes (3 green enchiladas stuffed with shedded chicken, served with rice, lettuce, tomatoes and sour cream)
* Carnitas (served whit rice and beans, salad and 3 tortillas)
* 5 tacos de asada. (served with cilantro, onion and hot sauce)
* Fajita mix (Steak and chicken fajitas, served with rice and beans, salad and 3 tortillas)
* Burrito Loco (Grilled chicken ~~and~~ with onions, burrito covered with green sauce and cheese, served with rice)

MONSANTO
imagine™

Monsanto Company
2615 Antelope Ave (PO Box 73, 68848) ~ Kearney, NE 68847
Phone: (308) 236-9710 ~ FAX: (308) 236-6919

AGREEMENT TO DETASSEL

This Agreement to Detassel seed corn ("Agreement") is entered into effective as of March 24th, 2017 (the "Effective date"), by and between Monsanto Company ("Monsanto") and Gulf Citrus Harvesting Hauling, Inc. ("Gulf Citrus") jointly known as parties.

RECITALS

WHEREAS, Monsanto owns seed corn in Buffalo, Dawson, Hall, Kearney, and Phelps, Counties located in Nebraska.

WHEREAS, Gulf Citrus is a contractor which provides agricultural detasseling services.

WHEREAS, Monsanto is in need of detasseling services for its 2017 seed corn crop.

NOW, THEREFORE, In exchange of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Monsanto will employ Gulf Citrus to detassel its 2017 seed corn crop at its Buffalo, Dawson, Hall, Kearney, and Phelps Counties operations from July 1st, 2017 through August 5th, 2017
2. Gulf Citrus will employee workers from July 1st, 2017 through August 5th, 2017 in order to detassel Monsanto's 2017 seed corn crop.

IN WHITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

By: James L. Marsh

Signature: [signature]

Title: Owner

Date: 3/27/2017

By: Brandon Beckelmann

Signature: [signature]

Title: Production Lead

Date: 3-27-2017

0828181957201

Gulf Citrus Harvesting & Hauling, Inc.
P.O. Box 1347
LaBelle, FL 33975
Phone: (863) 675-0875
Fax: (863) 675-0637
Email: gulfchhi@aol.com

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   6962 S McGuire Rd Wood River, NE 68883
   75150 Road 444 Overton, NE 68863

0828181957201

YOUR TRIP TO:

1088 H Rd, Minden, NE 68959

35 MIN | 20.4 MI

Trip time based on traffic conditions as of 10:47 AM on April 7, 2016. Current Traffic: Light

1. Start out going north on 2nd Ave/NE-44 toward W 4th St.

   Then 0.07 miles — 0.07 total miles

2. Make a U-turn at W 4th St onto NE-44.

   If you reach W 8th St you've gone about 0.2 miles too far.

   Then 13.40 miles — 13.47 total miles

3. Turn left onto US-6 E/US-34 E/NE-44/US Highway 6. Continue to follow US-6 E/US-34 E/US Highway 6.

   US-6 E is 0.8 miles past L Rd.

   If you are on 25 Rd and reach K Rd you've gone about 0.1 miles too far.

   Then 3.05 miles — 16.51 total miles

4. Turn right onto 28 Rd (Portions unpaved).

   If you are on US Highway 6 and reach 29 Rd you've gone about 1 mile too far.

   Then 2.76 miles — 19.27 total miles

5. Turn left onto H Rd (Portions unpaved).

   If you reach G Rd you've gone about 0.9 miles too far.

   Then 1.11 miles — 20.37 total miles

6. 1088 H RD is on the left.

   Your destination is 0.1 miles past 29 Rd.

   If you reach 30 Rd you've gone about 0.8 miles too far.

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

0828181957201

YOUR TRIP TO:

228 NE-10, Minden, NE 68959

22 MIN | 19.6 MI

Trip time based on traffic conditions as of 10:50 AM on April 7, 2016. Current Traffic: Light

1. Start out going north on 2nd Ave/NE-44 toward W 4th St.

Then 0.07 miles — 0.07 total miles

2. Make a U-turn at W 4th St onto NE-44.

If you reach W 8th St you've gone about 0.2 miles too far.

Then 2.57 miles — 2.64 total miles

3. Turn left onto V Rd/NE-50A.

V Rd is 0.8 miles past W Rd.

If you reach U Rd you've gone about 0.9 miles too far.

Then 7.01 miles — 9.64 total miles

4. Turn right onto 32 Rd/NE-10. Continue to follow NE-10.

NE-10 is 0.6 miles past Newark St.

If you are on V Rd and reach 33 Rd you've gone about 0.9 miles too far.

Then 9.94 miles — 19.59 total miles

5. 228 NE-10 is on the left.

Your destination is just past E 3rd St.

If you reach E 2nd St you've gone a little too far.

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

0828181957201 5

YOUR TRIP TO:

12074 733 Rd, Funk, NE 68940

28 MIN | 22.5 MI

Trip time based on traffic conditions as of 10:51 AM on April 7, 2016. Current Traffic: Light

1. Start out going **north** on 2nd Ave/NE-44 toward W 4th St.

Then 0.07 miles — 0.07 total miles

2. Make a **U-turn** at W 4th St onto NE-44.

If you reach W 8th St you've gone about 0.2 miles too far.

Then 13.31 miles — 13.37 total miles

3. Turn **right** onto US-6 W/US-34 W/NE-44/US Highway 6. Continue to follow US-6 W/US-34 W.

US-6 W is 0.7 miles past L Rd.

Then 8.18 miles — 21.55 total miles

4. Turn **left** onto U Rd (Portions unpaved).

If you are on US-6 W and reach Lake St you've gone about 0.6 miles too far.

Then 0.74 miles — 22.29 total miles

5. Take the **1st right** onto 733 Rd (Portions unpaved).

If you reach 732 Rd you've gone about 0.9 miles too far.

Then 0.18 miles — 22.46 total miles

6. 12074 733 RD is on the **left**.

If you reach County Rd you've gone about 0.5 miles too far.

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

0828181957201

YOUR TRIP TO:

118 24 Rd

33 MIN | 25.7 MI

Trip time based on traffic conditions as of 10:52 AM on April 7, 2016. Current Traffic: Light

1. Start out going north on 2nd Ave/NE-44 toward W 4th St.

Then 0.07 miles — 0.07 total miles

2. Make a U-turn at W 4th St onto NE-44.

If you reach W 8th St you've gone about 0.2 miles too far.

Then 13.40 miles — 13.47 total miles

3. Turn left onto US-6 E/US-34 E/NE-44/US Highway 6.

US-6 E is 0.8 miles past L Rd.

If you are on 25 Rd and reach K Rd you've gone about 0.1 miles too far.

Then 1.03 miles — 14.49 total miles

4. Turn right onto 26 Rd.

If you reach 27 Rd you've gone about 0.9 miles too far.

Then 8.38 miles — 22.88 total miles

5. Turn right onto B Rd.

If you reach 31061 you've gone about 0.9 miles too far.

Then 2.00 miles — 24.88 total miles

6. Turn left onto 24 Rd (Portions unpaved).

If you reach 23 Rd you've gone about 1 mile too far.

Then 0.81 miles — 25.69 total miles

7. 118 24 Rd, Wilcox, NE 68982, 118 24 RD is on the left.

If you reach A Rd you've gone about 0.1 miles too far.

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

0828181957201

YOUR TRIP TO:

55351 130th Rd, Shelton, NE 68876-1740

30 MIN | 26.0 MI

Trip time based on traffic conditions as of 11:06 AM on April 7, 2016. Current Traffic: Light

1. Start out going **north** on 2nd Ave/NE-44 toward W 4th St.

   Then 0.07 miles — 0.07 total miles

2. Make a **U-turn** at W 4th St onto 2nd Ave/NE-44.

   If you reach W 8th St you've gone about 0.2 miles too far.

   Then 0.72 miles — 0.79 total miles

3. Merge onto I-80 E via the ramp on the **left**.

   If you are on S 2nd Ave and reach Platte Rd you've gone about 0.2 miles too far.

   Then 18.52 miles — 19.31 total miles

4. Take the **NE-10D Link** exit, EXIT 291, toward **Shelton/Kenesaw**.

   Then 0.32 miles — 19.62 total miles

5. Turn **left** onto NE-10D/Shelton Rd. Continue to follow NE-10D.

   Then 3.98 miles — 23.61 total miles

6. Turn **right** onto W Highway 30/US-30 E.

   Then 0.39 miles — 23.99 total miles

7. Take the 2nd **left** onto N C St.

   N C St is just past D St.

   If you reach B St you've gone a little too far.

   Then 0.08 miles — 24.07 total miles

8. N C St becomes Shelton Rd.

   Then 1.40 miles — 25.47 total miles

9. Turn **left** onto 130th Rd (Portions unpaved).

   If you reach 145th Rd you've gone about 1 mile too far.

   Then 0.55 miles — 26.02 total miles

10. 55351 130TH RD is on the **left**.

    If you reach Willow Rd you've gone about 0.4 miles too far.

0828181957201

YOUR TRIP TO:

mapquest

11953 Shelton Rd, Shelton, NE 68876

26 MIN | 24.5 MI

Trip time based on traffic conditions as of 11:07 AM on April 7, 2016. Current Traffic: Light

1. Start out going north on 2nd Ave/NE-44 toward W 4th St.

Then 0.07 miles — 0.07 total miles

2. Make a U-turn at W 4th St onto 2nd Ave/NE-44.

If you reach W 8th St you've gone about 0.2 miles too far.

Then 0.72 miles — 0.79 total miles

3. Merge onto I-80 E via the ramp on the left.

If you are on S 2nd Ave and reach Platte Rd you've gone about 0.2 miles too far.

Then 18.52 miles — 19.31 total miles

4. Take the NE-10D Link exit, EXIT 291, toward Shelton/Kenesaw.

Then 0.32 miles — 19.62 total miles

5. Turn left onto NE-10D/Shelton Rd. Continue to follow NE-10D.

Then 3.98 miles — 23.61 total miles

6. Turn right onto W Highway 30/US-30 E.

Then 0.39 miles — 23.99 total miles

7. Take the 2nd left onto N C St.

N C St is just past D St.

If you reach B St you've gone a little too far.

Then 0.08 miles — 24.07 total miles

8. N C St becomes Shelton Rd.

Then 0.46 miles — 24.53 total miles

9. 11953 SHELTON RD is on the right.

Your destination is 0.1 miles past 115th Rd.

If you reach 130th Rd you've gone about 0.9 miles too far.

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

0828181957201

YOUR TRIP TO:

12934 Sioux Rd, Gibbon, NE 68840

36 MIN | 20.6 MI

Trip time based on traffic conditions as of 11:07 AM on April 7, 2016. Current Traffic: Light

1. Start out going north on 2nd Ave/NE-44 toward W 4th St.

Then 1.62 miles — 1.62 total miles

2. Turn right onto W 25th St/US-30 E/NE-10. Continue to follow US-30 E.

US-30 E is just past W 24th St.

If you reach W 26th St you've gone a little too far.

Then 16.77 miles — 18.39 total miles

3. Turn left onto Sioux Rd (Portions unpaved).

Sioux Rd is 0.5 miles past 100th Rd.

If you reach Willow Rd you've gone about 1 mile too far.

Then 2.19 miles — 20.58 total miles

4. 12934 SIOUX RD is on the left.

Your destination is 0.9 miles past 115th Rd.

If you reach 130th Rd you've gone a little too far.

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

0828181957201

YOUR TRIP TO:

6962 S McGuire Rd, Wood River, NE 68883

39 MIN | 37.1 MI

Trip time based on traffic conditions as of 11:10 AM on April 7, 2016. Current Traffic: Light

1. Start out going **north** on 2nd Ave/NE-44 toward W 4th St.

Then 0.07 miles — 0.07 total miles

2. Make a **U-turn** at W 4th St onto 2nd Ave/NE-44.

If you reach W 8th St you've gone about 0.2 miles too far.

Then 0.72 miles — 0.79 total miles

3. Merge onto I-80 E via the ramp on the **left**.

If you are on S 2nd Ave and reach Platte Rd you've gone about 0.2 miles too far.

Then 27.28 miles — 28.06 total miles

4. Take the **NE-11** exit, EXIT 300, toward **Wood River**.

Then 0.26 miles — 28.32 total miles

5. Turn **left** onto NE-11/S Nebraska Highway 11. Continue to follow NE-11.

Then 5.59 miles — 33.92 total miles

6. Turn **left** onto W Wood River Rd/County Hwy-19.

W Wood River Rd is 0.1 miles past W Green St.

If you reach W Guenther Rd you've gone about 1 mile too far.

Then 3.03 miles — 36.94 total miles

7. Turn **right** onto S McGuire Rd/County Hwy-44 (Portions unpaved).

S McGuire Rd is 0.9 miles past S Cameron Rd.

If you reach S Bluff Center Rd you've gone about 0.9 miles too far.

Then 0.19 miles — 37.13 total miles

8. 6962 S MCGUIRE RD.

If you reach W Guenther Rd you've gone about 0.8 miles too far.

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

0828181957201 58

YOUR TRIP TO:

75150 Road 449, Overton, NE 68863

25 MIN | 22.3 MI

Trip time based on traffic conditions as of 11:11 AM on April 7, 2016. Current Traffic: Light

1. Start out going **north** on 2nd Ave/NE-44 toward W 4th St.

   Then 0.07 miles — 0.07 total miles

2. Make a **U-turn** at W 4th St onto 2nd Ave/NE-44.

   If you reach W 8th St you've gone about 0.2 miles too far.

   Then 0.46 miles — 0.52 total miles

3. Merge onto I-80 W.

   Then 15.36 miles — 15.88 total miles

4. Take the **US-183** exit, EXIT 257, toward **Elm Creek/Holdrege**.

   Then 0.29 miles — 16.17 total miles

5. Turn **right** onto US-183 N/Highway 183.

   If you reach I-80 W you've gone about 0.3 miles too far.

   Then 2.22 miles — 18.39 total miles

6. Turn **right** onto Link 10 E.

   Link 10 E is 0.6 miles past 39th Rd.

   If you reach 52nd Rd you've gone about 0.1 miles too far.

   Then 0.29 miles — 18.68 total miles

7. Turn **right** onto Highway 30/US-30 W.

   Then 3.29 miles — 21.97 total miles

8. Turn **left** onto Road 449 (Portions unpaved).

   Road 449 is 0.5 miles past Drive 449.

   If you reach Road 752 you've gone about 0.7 miles too far.

   Then 0.35 miles — 22.33 total miles

9. 75150 ROAD 449.

   If you reach Road 751 you've gone about 0.4 miles too far.

0828181957201 5

To Whom it may concern:

Please be advised that Gulf Citrus Harvesting will insure that all the Farm Labor Registration cards held by Farm Labor Contractors in my employ and involved in the H-2A program are up to date and renewed on a timely basis.

0828181957201

Hackett, Shawn

From: Bauman, Michael <no-reply@sharepointonline.com>
Sent: Friday, July 06, 2018 3:09 PM
To: Hackett, Shawn; Bingham, Kimberly
Cc: Bauman, Michael
Subject: Bauman, Michael has shared 'Gulf Citrus Harvesting and Hauling, Inc'

Hello Shawn,

This inspection folder is in the same folder I shared before. They uploaded it this afternoon. Please let us know if there anything additional we can do to assist.

Regards,
Michael

Go to Gulf Citrus Harvesting and Hauling, Inc

Get the SharePoint mobile app!

0828181957201

Received Date: 5/23/18 Inspection Date 5/23/18 Closed Date _____

File No. 118 - 111 - 5023 File Name: Gulf Citrus Harvesting and Hauling

Violations Noted: Yes ☐ No ☑ Firm Name: Gulf Citrus Harvesting + Hauling

City: LaBelle County: Hendry

Firm Type:

☐ Golf ☐ Farm ☐ Nursery ☐ Forest ☐ Greenhouse

☐ Greenhouse/Nursery ☐ Commercial App. ☐ Family ☑ Other

☐ Aquatic ☐ Right of Way ☐ Wood Treatment

File Type:

☐ UAG ☐ DLR ☐ EUP ☐ IMP ☐ EXP

☑ UAF ☐ PEI ☐ MKP ☐ RUP ☐ SFM

☐ UNA ___ CAR ☑ WPS ___ PHY ___ DOC

☐ UNF ☐ UI ___ GW ☐ ES ☐ CC

☐ CS

WPS Inspections:

☐ Tier I ☑ Tier II

Note: A coversheet is to be completed for each firm investigated associated with a file number.

0828181957201 5*

Received Date: 5/23/18 Inspection Date 5/23/18 Closed Date _____

File No. 118 - 111 - 5023 File Name: Gulf Citrus Harvesting and Hauling

Violations Noted: Yes ☐ No ☑ Firm Name: D & K Harvesting Inc.

City: LaBelle County: Hendry

Firm Type:

☐ Golf ☐ Farm ☐ Nursery ☐ Forest ☐ Greenhouse

☐ Greenhouse/Nursery ☐ Commercial App. ☐ Family ☑ Other

☐ Aquatic ☐ Right of Way ☐ Wood Treatment

File Type:

☐ UAG	☐ DLR	☐ EUP	☐ IMP	☐ EXP
☑ UAF	☐ PEI	☐ MKP	☐ RUP	☐ SFM
☐ UNA	___ CAR	☑ WPS	___ PHY	___ DOC
☐ UNF	☐ UI	___ GW	☐ ES	☐ CC
☐ CS				

WPS Inspections:

☐ Tier I ☑ Tier II

Note: A coversheet is to be completed for each firm investigated associated with a file number.

0828181957201 58

487 WORK REQUEST
FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
BUREAU OF INSPECTION AND INCIDENT RESPONSE

ADAM H. PUTNAM
COMMISSIONER

File Number 118-111-5023

File Name GULF CITRUS HARVESTING AND HAULING INC

Report Date 5/15/2018 Received By NEWTON Referral Type Category EPA

☐ FDACS/HQ Request ☐ Reinspection Request Original Case No:

☑ Attachment ☐ Inspector Request ☐ Anonymous

Complainant Detail

Last Name First Name

Firm (if applicable):

Address

City: State FL Zip Code County

Home Phone Cell Phone Work Phone

E-mail

THE DEPARTMENT WAS CONTACTED BY EPA REGION 7 REGARDING GULF CITRUS HARVESTING AND HAULING INC. A THOROUGH WPS INSPECTION IS REQUESTED. PLEASE SEE THE ATTACHED QUESTIONS REQUESTED.

Subject of Complain

Firm Name (if any GULF CITRUS HARVESTING AND HAULING INC Phone

Last Nam MARSH First Name JAMES Credential No

Addres 890 SPRATT BLVD. PO BOX 1347

City: LABELLE State FL Zip Code 33935 County HENDRY

E-mail

If file name needs to be changed, contact the referral coordinators to make the appropriate changes to the file to reflect the name of the parties involved

Referred to BECHTEL Date Sent to Field: 5/16/2018

Supervisor: REG5 - GUERRA Inspection Due Date: 6/20/2018

0828181957201 5

Reinspection Due Date:

Region 7 questions/concerns

1. General WPS employer issues that include worker training and training records.

2. Was the training an EPA approved training?

3. Was it given in a language that workers understood?

4. How is the business connected to Monsanto? Are they a labor contractor?

5. How many contracts do they have in Region 7 (Iowa, Kansas, Missouri & Nebraska)? Get copies of any and all R7 contracts.

6. How do they handle employee exposure issues and request for medical assistance?

7. Do employees have access to central posting? Where is it located?

8. Access to labels and/or SDS's?

9. Decontamination supplies?

PESTICIDE USE INSPECTION REPORT

May 23, 2018

FILE NO.: 118_111_5023
FILE NAME: Gulf Citrus Harvesting and Hauling Inc

GULF CITRUS HARVESTING AND HAULING INC (GCHHI)
P. O. BOX 1347
LABELLE, FL 33975 (mailing)
890 SPRATT BLVD.
LABELLE, FL 33935 (physical)
863-675-0875
HENDRY COUNTY

D & K HARVESTING
P. O. BOX 1347
LABELLE, FL 33975 (mailing)
890 SPRATT BLVD
LABELLE, FL 33935 (physical)
863-675-4585
HENDRY COUNTY

SUMMARY

This agricultural use inspection was conducted pursuant to the authority of the Florida Pesticide Law, Chapter 487, F.S., and the Federal Pesticide Law, FIFRA, in response to written directive 118-111-5023 regarding that the Department was contacted by EPA Region 7 regarding Gulf Citrus Harvesting and Hauling Inc. (GCHHI) (See Exhibit A Site Map) to conduct a thorough WPS inspection focusing on the nine (9) questions requested (See 02a EPA Region 7 questions_concerrns). GCHHI is connected to D&K Harvesting as both companies are located at the same address and are owned by the same group. Training for both companies is done by the same staff.

On May 23, 2018 credentials and Notice of Inspection were presented by Environmental Manager R. Guerra and me to Anita Coronado, secretary and WPS trainer for the firm. Ms. Coronado holds "Train the Trainer" certification 2601-102016-07 (See Exhibit B Photo of TTT Certificate), which was obtained on Dec. 1, 2016. D & K Harvesting is wholly a labor contractor with only H2A workforce and does not use, apply or store any type of pesticide. The firm trains employees only as WPS classified workers. The company has no requirements for WPS trained handlers. The firm supplies workers for Florida, Michigan and Indiana. Florida labor is used to harvest oranges. The labor in Michigan is for de-tasseling corn and picking apples. Labor in Indiana is for de-tasseling corn only.

Employees are WPS trained prior to entering any farm location. Ms. Coronado is present when the training occurs and uses a WPS DVD (See Exhibit C Photo of WPS Training DVD) provided by Florida WPS Coordinator Davalos. Training is done in a language the employee can understand. The typical crew for the firm has between 15 to 25 employees. If the employee is going to work in the above three states, employees are trained again in each state before entering into any farming establishment. Workers are WPS trained from 1 to 3 times per year. Training records are maintained by the firm and exchanged with the contracting firm (See Exhibit D Photo of D & K WPS Training Record).

The firm maintains decontamination supplies on the bus that transports workers to the contracted firm. The bus also pulls behind it a portalet that contains 30 gallons of water for decontamination, soap and single use towels. The bus also carries an additional 20 to 30 gallons of water and has a box of eye flush bottles (See Exhibit E Photo of Eye Flush Bottle). The firm always maintains the decontamination supplies at least within one-quarter mile of where the crew is harvesting.

On May 23, 2018 credentials and Notice of Inspection were presented by Environmental Manager R. Guerra and me to James Marsh, owner of GCHHI in LaBelle, FL. GCHHI provides mostly H2A workers to pick oranges in Florida and de-tassel corn in Nebraska. GCHHI is a labor contractor only and does not use, apply, nor store any type of pesticide. The company has no requirements for WPS classified handlers and all workers are trained as WPS workers only. WPS training is contracted to D & K Harvesting and training is done by Anita Coronado who holds "Train the Trainer" certification 2601-102016-07 (See Exhibit B Photo of TTT Certificate), which was obtained on Dec. 1, 2016. For Florida workers, Ms. Coronado does the training at the 890 Spratt Blvd.; LaBelle, FL location before any employees enter a grove to harvest oranges. Ms. Corona uses a WPS DVD (See Exhibit C Photo of WPS Training DVD) provided by Florida WPS Coordinator Davalos. Training is done in a language the employee can understand. Training records are maintained at least 2 years by the firm (See Exhibit F Photo of GCHHI WPS Training Record) and exchanged with contracting firm.

For workers that are employed in Nebraska, Ms. Coronado flies to the Nebraska site and trains the employees using the same materials as in Florida at the housing provided to the employees before any employees enter the contracting firm's site. Training records are maintained as in Florida and exchanged with the contracting company. In Nebraska, that contractor is Monsanto Company. Monsanto Company protocol will not allow contracted firm employees to enter the site until those employees are trained in WPS and information is exchanged between the two companies. GCHHI has only one labor contract in EPA Region7 and that contract is with Monsanto Company (See Exhibit G Copy GCHHI R7 Contract). Only six (6) of eight (8) of the contract pages are provided as pages 7 and 8 contains confidential business information.

Before entering the Monsanto site in Nebraska, all employees pass by the WPS Central Location and are signed into the site. The site has spray records and SDS sheets at the Central Location and if the employees try to sign into an area that has been sprayed they cannot as the sign in

sheet is locked until the re-entry is expired. No employee is allowed to enter into a treated area because they could not sign into the area. WPS posting signs are also posted in the treated areas.

In Nebraska, decontamination areas and supplies are provided by Monsanto Company. Monsanto Company provides portable decontamination sites which contain at least 30 gallons of water, single use towels, and soap that are placed at maximum of a quarter mile, usually closer. Decontamination sites are moved by Monsanto Company employees. Monsanto Company has a field nurse that is available at all times the de-tasseling is going on. If a contracted employee has any exposure issues or needs medical assistance, the Monsanto Company field nurse would be there to address the issue along with GCHHI supervisors. If contracted employee indicates illness or other symptoms, the employee is transported to the emergency room by GCHHI. Besides the decontamination supplies provided by Monsanto Company, GCHHI has a supply of water, single use towels, and soap on the transportation bus.

GCHHI currently employs only one (1) employee that is classified as a worker under WPS. At time of inspection, the employee was not on site.

It appears that GCHHI is in compliance with all required WPS requirements regarding training, decontamination, insuring employees are aware of the location of the WPS Central location, posted spray records and SDS materials, and have in place procedures to handle pesticide exposure issues and\or medical situations.

BACKGROUND

I have not previously conducted an inspection at either firm.

Jeffrey Bechtel
Environmental Specialist II

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

PESTICIDE USE INSPECTION REPORT

ADAM H. PUTNAM
COMMISSIONER

File Number: 118-111-5823 Date: 5/23/18 County: Hendry

File Name: Gulf Citrus Harvest & Hauling File Type: VAG WPS

I. FIRM OR INDIVIDUAL INSPECTED

Name: D+K Harvesting

Mailing Address: P.O. Box 1347

City: LaBelle FL Zip Code: 33935

Physical Address: 890 Sprott Blvd City: LaBelle

Telephone Number: (863) 675-4585

II. HISTORY OF BUSINESS

Corporate/Company Officers Title and Responsibility

D+K Harvesting James Marsh

Name and Address of Related Firms: Gulf Citrus Harvest + Hauling Inc

Persons Interviewed	Title
Anita Gorgmado	Secretary

Number of Licensed Applicators at Firm

III. PESTICIDE STORAGE

1. Are RUP's stored in a secure manner? ☐ Yes ☐ No ☒ N/A
2. Are pesticides stored according to label directions? ☐ Yes ☐ No ☒ N/A
3. Condition of storage area appears not to injure or endanger water/humans/wildlife/livestock/crops? ☐ Yes ☐ No ☒ N/A

Comments: No pesticide application are made, Contract labor supplier Supply labor for FL + Michigan + Indiana Outside crew are IN + MI Harvest apples - MI

0828181957201

IV. APPLICATION INFORMATION

1. Are the crops/target sites at this firm listed on the product labeling? ☐ Yes ☐ No ☒ N/A
2. Are application rates/methods/equipment consistent with label directions? ☐ Yes ☐ No ☒ N/A
3. Are pre-harvest intervals consistent with label directions? ☐ Yes ☐ No ☒ N/A
4. Does applicator have supplemental labeling in possession at time of application? ☐ Yes ☐ No ☒ N/A
5. Is PPE available and used as required by the pesticide label? ☐ Yes ☐ No ☒ N/A
6. Are REI's and posting requirements observed according to label directions? ☐ Yes ☐ No ☒ N/A
7. Are specific label restrictions followed? ☐ Yes ☐ No ☒ N/A
8. Are all pesticide containers/rinsates/excess chemical disposed of according to label directions? ☐ Yes ☐ No ☒ N/A
9. Have conditions of mix/load and wash down sites been reviewed (obtained photos)? ☐ Yes ☐ No ☒ N/A
10. Are products with special state regulations used properly? ☐ Yes ☐ No ☒ N/A

Organo-auxin ☐ Bromacil ☐ TBT ☐

Comments: _____

V. RESTRICTED USE PESTICIDES & PESTICIDES REQUIRING LICENSURE

1. Are USE records maintained according to Rule 5E-9.032? ☐ Yes ☐ No ☒ N/A
2. Does the licensed applicator provide direct supervision according to Rule 5E-9.034? ☐ Yes ☐ No ☒ N/A
3. Has aerial applicator maintained proof of financial responsibility per Rule 5E-9.036? ☐ Yes ☐ No ☒ N/A

Comments: _____

VI. BACKGROUND / OTHER RELEVANT INFORMATION

Original - Tallahassee Copy - Firm Copy - Department Representative

0828181957201

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

WORKER PROTECTION STANDARD INSPECTION FORM

Rule 5E-2.041, F.A.C.
(850) 617-7996

ADAM H. PUTNAM
COMMISSIONER

Respond to:
Bureau of Inspection and Incident Response
3125 Conner Blvd, Suite N
Tallahassee, FL 32399-1650

Inspection Type: Tier 1 ☐ Tier 2 ☒	FILE #: 118-111-5023 DATE: 5/23/18
☐ Farm ☐ Forest ☐ Commercial Handler ☐ Nursery ☐ Enclosed Space Production ☐ Family Establishment (also check one of the others) Contractor	FIRM NAME: Gulf Citrus Harvest + Hauling COUNTY: Hardee
# present at this inspection: Workers 10 Handlers 0	Inspection: ☒ Unannounced ☐ Appointment

DUTIES FOR ALL EMPLOYERS

DISPLAY REQUIREMENTS FOR PESTICIDE SAFETY INFORMATION AND PESTICIDE APPLICATION & HAZARD INFORMATION

	40 CFR			
a. Is the required pesticide safety information displayed?	170.311	☐ Yes	☐ No	☒ N/A
b. Is the emergency medical contact information displayed (medical care facility name, address and telephone number)?	170.311	☐ Yes	☐ No	☒ N/A
c. Are the name, address, and telephone number of the state pesticide regulatory agency displayed?	170.311	☐ Yes	☐ No	☒ N/A
d. Can site location(s) be readily seen and read by workers and handlers (where workers and handlers congregate, permanent decontamination sites, or decontamination sites which accommodate 11 or more workers or handlers)?	170.311	☐ Yes	☐ No	☒ N/A
e. Are workers and handlers informed of the location(s) and are they allowed access to the site(s)?	170.311	☐ Yes	☐ No	☒ N/A
f. Does the required pesticide safety information remain legible while posted?	170.311	☐ Yes	☐ No	☒ N/A
g. Is the following pesticide application and hazard information displayed: crop or site treated and location and description of treated area; product name, EPA Reg. #, active ingredient(s) of the pesticide(s); date(s) and times the application started and ended; duration of applicable restricted-entry interval (REI); safety data sheet(s)?	170.311	☐ Yes	☐ No	☒ N/A
h. Is the pesticide application and hazard information posted within 24 hours after the end of the application and maintained for at least 30 days after the end of the last applicable REI?	170.311	☐ Yes	☐ No	☒ N/A
i. Are the pesticide application and hazard information records maintained on the establishment for two years after the date/time of expiration of the last REI applicable to the pesticide application conducted?	170.311	☐ Yes	☐ No	☒ N/A

Comments:

PESTICIDE SAFETY TRAINING ASSURANCE

WORKERS AND HANDLERS: (Applies to workers and handlers who are NOT certified applicators)				
a. Does the agricultural or handler employer ensure that workers and handlers have been trained within the last 12 months?	170.401 & 170.501	☒ Yes	☐ No	☐ N/A
b. Does the agricultural or handler employer maintain the following records for two years from the date of training: worker's/handler's printed name and signature, the date of training, information identifying which EPA-approved training materials were used, trainer's name and documentation showing qualifications, agricultural or handler employer's name?	170.401 & 170.501	☒ Yes	☐ No	☐ N/A
c. Does the agricultural or handler employer ensure that workers and handlers are informed (in a manner the workers and handlers can understand) of the following establishment-specific information: location of pesticide safety information, pesticide application and hazard information, and decontamination supplies?	170.403 & 170.503	☒ Yes	☐ No	☐ N/A
Workers: (Applies to workers who are NOT certified applicators or certified crop advisors)				
d. Does the agricultural employer ensure that the required training was provided to workers before entry into any area on an agricultural establishment where WPS pesticides have been applied within the last 30 days?	170.401	☐ Yes	☐ No	☒ N/A
Handlers: (Applies to handlers who are NOT certified applicators or certified crop advisors)				
e. Does the handler employer ensure that the required training was provided to handlers before performing any handling task?	170.501	☐ Yes	☐ No	☒ N/A

Comments: Train by Supervisor with minimum of 1 training to 3 training per year

PESTICIDE SAFETY TRAINING PROGRAM: (Skip this section if training is NOT conducted by this firm)

a. **Workers and Handlers:** Is the information presented in a manner the workers and handlers can understand, such as through a translator?	170.401 & 170.501	☒ Yes	☐ No	☐ N/A
b. Is the trainer qualified to train workers and handlers (has completed an approved Train-the-Trainer program or is certified as an applicator of restricted use pesticides)?	170.401 & 170.501	☒ Yes	☐ No	☐ N/A
c. Was the trainer present during the entire training program and available to respond to questions?	170.401 & 170.501	☒ Yes	☐ No	☐ N/A
d. **Workers:** Does the content of the training materials meet the criteria listed in 170.401(c)(2)?	170.401	☒ Yes	☐ No	☐ N/A
e. **Handlers:** Does the content of the training materials meet the criteria listed in 170.501(c)(2)?	170.501	☐ Yes	☐ No	☒ N/A

Comments:

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EMPLOYER INFORMATION EXCHANGE

a. Does the agricultural employer notify the commercial handler employer regarding the specific location and description of any treated areas on an agricultural establishment where an REI is in effect that the handler may be in (or may walk within 1/4 mile of), and any restrictions on entering those areas?	170.309	☐ Yes ☐ No ☒ N/A
b. Does the commercial handler employer provide the agricultural employer all of the following information prior to the application of any pesticide on an agricultural establishment: specific location(s) and description(s) of areas to be treated; date, start time, and estimated end time of application; product name(s), EPA Reg. #(s), active ingredient(s); REI; posting/notification requirements; product-specific restrictions or use directions required to protect workers, handlers, or other persons during or after the application?	170.313	☒ Yes ☐ No ☐ N/A

Comments: Monsanto has at the WPS Central Location posting & reentry requirements & provides trainers workers & reentry

EMERGENCY ASSISTANCE

a. Is prompt transportation to an emergency medical facility available for workers or handlers who have experienced a potential pesticide exposure on the agricultural establishment?	170.309 & 170.313	☒ Yes ☐ No ☐ N/A
b. Does information provided to medical personal regarding the pesticide(s) to which employees may have been exposed include product Safety Data Sheet(s), product name(s), EPA Reg. #(s), active ingredient(s), circumstances of pesticide use, and circumstances that could have resulted in exposure?	170.309 & 170.313	☒ Yes ☐ No ☐ N/A

Comments: Monsanto provides number of water & hydration material to workers

DECONTAMINATION SUPPLIES

The employer must follow the following decontamination requirements for WORKERS and HANDLERS:

a. Do the decontamination supplies include soap, single-use towels, and enough water for washing and emergency eye flushing?	170.411 & 170.509	☒ Yes ☐ No ☐ N/A
b. Is the decontamination water of a quality and temperature that will not cause illness or injury when it contacts the skin or eyes or if it is swallowed?	170.411 & 170.509	☒ Yes ☐ No ☐ N/A
c. Are the decontamination supplies located together within 1/4 mile of the work site, outside any treated area or area subject to an REI, and reasonably accessible?	170.411 & 170.509	☒ Yes ☐ No ☐ N/A

Comments: Monsanto provides decontamination site at 1/4 mile intervals

The employer must follow the following additional decontamination requirements for WORKERS:

a. Are decontamination sites provided to workers entering treated areas until 30 days following expiration of the REI? (Exception: pesticides with a 4-hour REI require decontamination site for only 7 days following expiration)	170.411	☒ Yes ☐ No ☐ N/A
b. Is a minimum of 1 gallon of water available for each worker at the beginning of each work period?	170.411	☒ Yes ☐ No ☐ N/A

Comments:

The employer must follow the following additional decontamination requirements for HANDLERS:

a. Is a minimum of 3 gallons of water available for each handler and early entry worker at the beginning of each work period?	170.509	☐ Yes ☐ No ☒ N/A
b. Is one clean change of clothing provided to handlers for use in an emergency?	170.509	☐ Yes ☐ No ☒ N/A
c. Are decontamination supplies located at the mix/load site?	170.509	☐ Yes ☐ No ☒ N/A
d. Are decontamination supplies for pilots kept in the airplane or at the aircraft loading site?	170.509	☐ Yes ☐ No ☒ N/A
e. Are handler decontamination supplies located outside any treated area or area subject to an REI, unless they are kept in enclosed containers?	170.509	☐ Yes ☐ No ☒ N/A
f. Are decontamination supplies located where handlers remove personal protective equipment (PPE) for washing thoroughly after handling activities?	170.509	☐ Yes ☐ No ☒ N/A
g. For mixing and loading a pesticide product which requires protective eyewear, or mixing/loading any pesticide using a closed system under pressure, is there a system capable of delivering gently running water at 0.4 gallons per minute for 15 minutes, or at least six gallons of water in containers suitable for providing a gentle eye-flush for about 15 minutes?	170.509	☐ Yes ☐ No ☒ N/A
h. Is at least 1 pint of water in portable containers, immediately available for each handler applying a pesticide which requires protective eyewear?	170.509	☐ Yes ☐ No ☒ N/A

Comments:

ADDITIONAL DUTIES FOR WORKER EMPLOYERS

RESTRICTIONS DURING APPLICATIONS

a. Are workers prohibited in treated areas during application and until REI(s) have expired and all treated area warning signs have been removed or covered?	170.407	☒ Yes ☐ No ☐ N/A
b. Are workers and other persons prohibited in treated areas plus the additional exclusion zones depending on the application method for outdoor production applications?	170.405	☒ Yes ☐ No ☐ N/A
c. Are workers prohibited in enclosed space production areas during the application and until ventilation criteria are met?	170.405	☐ Yes ☐ No ☒ N/A

Comments:

WORKER EARLY ENTRY DURING REI

The employer must ENSURE the following for workers who perform early entry activities:

a. Are early entry workers prohibited in treated areas during the first 4 hours after application and until any required ventilation criteria has been met?	170.603	☐ Yes ☐ No ☒ N/A
b. Are early entry workers performing short-term activities that do not involve hand labor limited to 1 hour of work in a 24-hour period?	170.603	☐ Yes ☐ No ☒ N/A
c. Are early entry workers who perform limited contact and irrigation activities limited to 8 hours of work in a 24-hour period?	170.603	☐ Yes ☐ No ☒ N/A

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d. Does the employer provide the following information to each early-entry worker, orally (in a manner the worker can understand): location of the early entry area; pesticide(s) applied; dates and times that the REI begins and ends; reason for the early entry, description of tasks that may be performed, and other limitations; PPE required; location of the pesticide safety information and decontamination supplies?	170.605	☐ Yes	☐ No	☒ N/A
e. Does the employer ensure that each early entry worker has been informed (in a manner the worker can understand) of all applicable pesticide labeling requirements and statements related to human hazards or precautions, first aid, and user safety?	170.605	☐ Yes	☐ No	☒ N/A
f. Does the employer provide the correct PPE and ensure that workers use PPE properly during early entry?	170.605	☐ Yes	☐ No	☒ N/A
g. Does employer instruct each early entry worker on proper PPE use and removal, and as appropriate, cleaning, maintenance and disposal?	170.605	☐ Yes	☐ No	☒ N/A
h. Is contaminated PPE disposed of properly?	170.605	☐ Yes	☐ No	☒ N/A
i. Does employer ensure that no worker is allowed or directed to wear PPE without implementing measures sufficient to prevent heat-related illness?	170.605	☐ Yes	☐ No	☒ N/A
j. Does employer ensure that each worker is instructed in the prevention, recognition, and first aid treatment of heat-related illness?	170.605	☐ Yes	☐ No	☒ N/A

Comments:

NOTICE OF APPLICATIONS TO WORKERS

a. Are workers given both oral and posted notification when required by the pesticide label?	170.409	☒ Yes	☐ No	☐ N/A
b. Are outdoor production areas posted with warning signs for REI(s) greater than 48 hours?	170.409	☒ Yes	☐ No	☐ N/A
c. Are all enclosed space applications, (except for REI(s) of 4 hours or less) posted with WPS warning signs?	170.409	☐ Yes	☐ No	☒ N/A
d. Are workers given notification of applications (either orally or posted) for other applications?	170.409	☒ Yes	☐ No	☐ N/A
Posted Warning Signs				
a. Does the employer use the approved WPS warning signs for posted notification?	170.409	☒ Yes	☐ No	☐ N/A
b. Are the signs posted at all reasonable points of worker entry, including each access road, each border with any housing area within 100 feet of entry to the treated area and each footpath and other walking route that enters the treated area?	170.409	☒ Yes	☐ No	☐ N/A
c. Are the signs posted no sooner than 24 hours prior to application?	170.409	☒ Yes	☐ No	☐ N/A
d. Are the signs removed or covered within 3 days after the end of the REI?	170.409	☒ Yes	☐ No	☐ N/A
e. Does the employer ensure that workers do not enter the treated area while the signs remain posted?	170.409	☒ Yes	☐ No	☐ N/A
Oral Warnings				
a. Are oral warnings given before the application begins or at the beginning of the work period in manner that the workers can understand?	170.409	☒ Yes	☐ No	☐ N/A
b. Do oral warnings include the following: location and description of treated area; dates and times of REI; instructions not to enter treated area or an application exclusion zone during the application, REI, and until all treated area warning signs have been removed or covered?	170.409	☒ Yes	☐ No	☐ N/A

Comments:

ADDITIONAL DUTIES FOR HANDLER EMPLOYERS AND HANDLERS

APPLICATION RESTRICTIONS AND MONITORING

a. Do both the handler employer and the handler ensure that no pesticide is applied (either directly or through drift) so as to contact anyone other than trained and PPE-equipped handlers involved in the application?	170.505	☒ Yes	☐ No	☒ N/A
b. Are handlers monitored visually or by voice every 2 hours when handling Skull & Crossbones pesticides?	170.505	☐ Yes	☐ No	☒ N/A
c. Does the handler have continuous visual or voice contact with another trained and PPE-equipped handler stationed immediately outside of the enclosed space when handling a fumigant in enclosed space production?	170.505	☐ Yes	☐ No	☒ N/A
d. Does the handler performing the application immediately suspend application if anyone, other than an appropriately trained and equipped handler is in the application exclusion zone?	170.505	☐ Yes	☐ No	☒ N/A

Comments:

SPECIFIC INSTRUCTIONS FOR HANDLERS

a. Does the handler employer ensure that handlers read the label or are informed (in a manner the handler can understand) about the label requirements for safe use before performing any handling activity?	170.503	☐ Yes	☐ No	☒ N/A
b. Does the handler have access to the product labeling during handling activities?	170.503	☐ Yes	☐ No	☒ N/A
c. Is the handler aware of requirements for any entry restrictions, application exclusion zones and restricted-entry intervals as that may apply based on the handler's activities?	170.503	☐ Yes	☐ No	☒ N/A
d. Does the handler employer ensure that the handler has been informed or is aware of the specific location of pesticide safety information, pesticide application and hazard information, decontamination supplies?	170.503	☐ Yes	☐ No	☒ N/A

Comments:

SAFE OPERATION OF EQUIPMENT

a. Does the handler employer ensure that the handler is instructed in the safe operation of any handling equipment before it is used?	170.313	☐ Yes	☐ No	☒ N/A
b. Does the handler employer ensure that handling equipment is inspected and repaired before each day of use?	170.313	☐ Yes	☐ No	☒ N/A
c. Does the handler employer ensure that any employees who repair, clean, or adjust any handling equipment that contains pesticides or pesticide residues are trained as handlers, and that non-employees who repair, clean, or adjust such handling equipment are informed that equipment may be contaminated and instructed about the potential effects of exposure, practices for preventing or limiting exposure, and decontamination procedures?	170.313	☐ Yes	☐ No	☒ N/A

Comments:

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PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS FOR HANDLERS

a. Does the handler employer provide the handler with the appropriate PPE in clean and proper operating condition?	170.507	☐ Yes	☐ No	☒ N/A
b. Does the handler employer ensure that PPE is cleaned, inspected, and repaired or replaced before each day of use?	170.507	☐ Yes	☐ No	☒ N/A
c. Does the handler employer ensure that PPE that cannot be cleaned properly is made unusable and disposed of properly?	170.507	☐ Yes	☐ No	☒ N/A
d. Does the handler employer ensure that handlers have received respirator fit testing, training, and medical evaluation if they are required wear a respirator?	170.507	☐ Yes	☐ No	☒ N/A
e. Does the handler employer maintain records on the establishment, for those handlers requiring fit testing, respirator training, and medical evaluation for two years?	170.507	☐ Yes	☐ No	☒ N/A
f. Does the handler employer ensure that respirators and respirator filters are replaced when required?	170.507	☐ Yes	☐ No	☒ N/A
g. Do handlers have a clean place to store personal clothing, put on PPE, and remove PPE after application?	170.507	☐ Yes	☐ No	☒ N/A
h. Does the handler employer take appropriate measures to prevent heat-related illness for handlers using PPE?	170.507	☐ Yes	☐ No	☒ N/A
i. Does the handler employer ensure that PPE is used correctly for its intended purpose and is used according to the manufacturer's instructions	170.507	☐ Yes	☐ No	☒ N/A
j. Does the handler use the clothing and PPE specified on the pesticide product labeling?	170.507	☐ Yes	☐ No	☒ N/A

Comments:

CLOSED SYSTEMS

a. Are written instructions for the closed system available at the mix/load site, and made available to any handlers who use the system?	170.607	☐ Yes	☐ No	☒ N/A
b. Handlers operating the closed system are trained in its use and operate, clean, and maintain the system in accordance with its written operating instructions?	170.607	☐ Yes	☐ No	☒ N/A
c. Is all PPE specified in the product labeling immediately available to the handler for use in an emergency?	170.607	☐ Yes	☐ No	☒ N/A
d. Is protective eyewear worn when using closed systems operating under pressure?	170.607	☐ Yes	☐ No	☒ N/A
e. If a handler applies a pesticide from an enclosed cab, is all PPE immediately available inside a sealed container?	170.607	☐ Yes	☐ No	☒ N/A
f. If required by the label, is a respirator worn inside the enclosed cab (other than a dust/mist filtering respirator)?	170.607	☐ Yes	☐ No	☒ N/A

Comments:

FAMILY ESTABLISHMENTS

a. Are employees only immediate family limited to spouse, parents, stepparents, foster parents, father-in-law, mother-in-law, children, stepchildren, foster children, sons-in-law, daughters-in-law, grandparents, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, and first cousins?	170.601	☐ Yes	☐ No	☒ N/A
b. Are non-handlers prohibited in treated areas during application and until REI has expired?	170.407	☐ Yes	☐ No	☒ N/A
c. Does the handler employer maintain records on the establishment, for those handlers requiring fit testing, respirator training, and medical evaluation for two years?	170.507	☐ Yes	☐ No	☒ N/A
d. Are non-handlers prohibited in enclosed space production areas during application and until ventilation criteria are met?	170.405	☐ Yes	☐ No	☒ N/A
e. Are early entry workers prohibited in treated areas during the first 4 hours after application and until any required ventilation criteria has been met?	170.603	☐ Yes	☐ No	☒ N/A
f. Are early entry workers performing short-term activities that do not involve hand labor limited to 1 hour of work in a 24-hour period?	170.603	☐ Yes	☐ No	☒ N/A
g. Are early entry workers who perform limited contact and irrigation activities limited to 8 hours of work in a 24-hour period?	170.603	☐ Yes	☐ No	☒ N/A
h. Is the correct PPE for early entry provided for early entry activities at this firm?	170.603	☐ Yes	☐ No	☒ N/A
i. Does the handler at this firm wear the label-specified PPE during handling tasks?	170.603	☐ Yes	☐ No	☒ N/A
j. Is the label-specified PPE for handling activities at this firm provided in clean and operating condition?	170.507	☐ Yes	☐ No	☒ N/A
k. Does this establishment notify commercial handlers regarding the location of treated areas and REI(s) in effect on the establishment?	170.313	☐ Yes	☐ No	☒ N/A

Comments:

Other Comments:

Name of Authorized Representative: Anita Coronado Title: Secretary

Signature: Anita Coronado Date: 5/23/18

Specialist Name: Jeffrey Beckel Specialist Signature:

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Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ADAM H. PUTNAM
COMMISSIONER

PESTICIDE USE INSPECTION REPORT

File Number: 118-111-5023 Date: 5/23/18 County: Hendry

File Name: Gulf Citrus Harvesting and Hauling File Type: CAG / WPS

I. FIRM OR INDIVIDUAL INSPECTED

Name: Gulf Citrus Harvesting and Hauling

Mailing Address: P.O. Box 1347

City: La Belle FL Zip Code: 33975

Physical Address: 890 Sprott Blvd FL City: LaBelle

Telephone Number: (863) 675-0875

II. HISTORY OF BUSINESS

Corporate/Company Officers Title and Responsibility

Gulf Citrus Harvesting and Hauling — James Marsh, owner

Name and Address of Related Firms: D+K Harvesting

Persons Interviewed	Title
James Marsh	owner
Anita Coronado	Secretary + WPC trainer

Number of Licensed Applicators at Firm:

III. PESTICIDE STORAGE

1. Are RUP's stored in a secure manner? ☐ Yes ☐ No ☒ N/A
2. Are pesticides stored according to label directions? ☐ Yes ☐ No ☒ N/A
3. Condition of storage area appears not to injure or endanger water/humans/wildlife/livestock/crops? ☐ Yes ☐ No ☒ N/A

Comments: Labor Contractor only
All workers are H2A

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IV. APPLICATION INFORMATION

1. Are the crops/target sites at this firm listed on the product labeling? ☐ Yes ☐ No ☒ N/A
2. Are application rates/methods/equipment consistent with label directions? ☐ Yes ☐ No ☒ N/A
3. Are pre-harvest intervals consistent with label directions? ☐ Yes ☐ No ☒ N/A
4. Does applicator have supplemental labeling in possession at time of application? ☐ Yes ☐ No ☒ N/A
5. Is PPE available and used as required by the pesticide label? ☐ Yes ☐ No ☒ N/A
6. Are REI's and posting requirements observed according to label directions? ☐ Yes ☐ No ☒ N/A
7. Are specific label restrictions followed? ☐ Yes ☐ No ☒ N/A
8. Are all pesticide containers/rinsates/excess chemical disposed of according to label directions? ☐ Yes ☐ No ☒ N/A
9. Have conditions of mix/load and wash down sites been reviewed (obtained photos)? ☐ Yes ☐ No ☒ N/A
10. Are products with special state regulations used properly? ☐ Yes ☐ No ☒ N/A

Organo-auxin ☐ Aldicarb ☐ Bromacil ☐ Chemigation ☐ TBT ☐

Comments: _____

V. RESTRICTED USE PESTICIDES & PESTICIDES REQUIRING LICENSURE

1. Are USE records maintained according to Rule 5E-9.032? ☐ Yes ☐ No ☒ N/A
2. Does the licensed applicator provide direct supervision according to Rule 5E-9.034? ☐ Yes ☐ No ☒ N/A
3. Has aerial applicator maintained proof of financial responsibility per Rule 5E-9.036? ☐ Yes ☐ No ☒ N/A

Comments: _____

VI. BACKGROUND / OTHER RELEVANT INFORMATION

_____

Original - Tallahassee Copy - Firm Copy - Department Representative

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Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

WORKER PROTECTION STANDARD INSPECTION FORM

Rule 5E-2.041, F.A.C.
(850) 617-7996

ADAM H. PUTNAM
COMMISSIONER

Respond to:
Bureau of Inspection and Incident Response
3125 Conner Blvd, Suite N
Tallahassee, FL 32399-1650

Inspection Type: Tier 1 ☐ Tier 2 ☒	FILE #: 118-111-5023 DATE: 5/23/18
☐ Farm ☐ Forest ☐ Commercial Handler ☐ Nursery ☐ Enclosed Space Production ☐ Family Establishment (also check one of the others) Contractor	FIRM NAME: Gulf Citrus Harvesting + Hauling COUNTY: Hardee
# present at this inspection: Workers 1 Handlers 0	Inspection: ☒ Unannounced ☐ Appointment

DUTIES FOR ALL EMPLOYERS

DISPLAY REQUIREMENTS FOR PESTICIDE SAFETY INFORMATION AND PESTICIDE APPLICATION & HAZARD INFORMATION

	40 CFR	
a. Is the required pesticide safety information displayed?	170.311	☐ Yes ☐ No ☒ N/A
b. Is the emergency medical contact information displayed (medical care facility name, address and telephone number)?	170.311	☐ Yes ☐ No ☒ N/A
c. Are the name, address, and telephone number of the state pesticide regulatory agency displayed?	170.311	☐ Yes ☐ No ☒ N/A
d. Can site location(s) be readily seen and read by workers and handlers (where workers and handlers congregate, permanent decontamination sites, or decontamination sites which accommodate 11 or more workers or handlers)?	170.311	☐ Yes ☐ No ☒ N/A
e. Are workers and handlers informed of the location(s) and are they allowed access to the site(s)?	170.311	☐ Yes ☐ No ☒ N/A
f. Does the required pesticide safety information remain legible while posted?	170.311	☐ Yes ☐ No ☒ N/A
g. Is the following pesticide application and hazard information displayed: crop or site treated and location and description of treated area; product name, EPA Reg. #, active ingredient(s) of the pesticide(s); date(s) and times the application started and ended; duration of applicable restricted-entry interval (REI); safety data sheet(s)?	170.311	☐ Yes ☐ No ☒ N/A
h. Is the pesticide application and hazard information posted within 24 hours after the end of the application and maintained for at least 30 days after the end of the last applicable REI?	170.311	☐ Yes ☐ No ☒ N/A
i. Are the pesticide application and hazard information records maintained on the establishment for two years after the date/time of expiration of the last REI applicable to the pesticide application conducted?	170.311	☐ Yes ☐ No ☒ N/A

Comments: Monsanto in Nebraska has WPS central locations and Gulf Citrus Harvesting + Hauling trains PSA employees on that as the Central Location

PESTICIDE SAFETY TRAINING ASSURANCE

WORKERS AND HANDLERS: (Applies to workers and handlers who are NOT certified applicators)		
a. Does the agricultural or handler employer ensure that workers and handlers have been trained within the last 12 months?	170.401 & 170.501	☒ Yes ☐ No ☐ N/A
b. Does the agricultural or handler employer maintain the following records for two years from the date of training: worker's/handler's printed name and signature, the date of training, information identifying which EPA-approved training materials were used, trainer's name and documentation showing qualifications, agricultural or handler employer's name?	170.401 & 170.501	☒ Yes ☐ No ☐ N/A
c. Does the agricultural or handler employer ensure that workers and handlers are informed (in a manner the workers and handlers can understand) of the following establishment-specific information: location of pesticide safety information, pesticide application and hazard information, and decontamination supplies?	170.403 & 170.503	☒ Yes ☐ No ☐ N/A
Workers: (Applies to workers who are NOT certified applicators or certified crop advisors)		
d. Does the agricultural employer ensure that the required training was provided to workers before entry into any area on an agricultural establishment where WPS pesticides have been applied within the last 30 days?	170.401	☒ Yes ☐ No ☐ N/A
Handlers: (Applies to handlers who are NOT certified applicators or certified crop advisors)		
e. Does the handler employer ensure that the required training was provided to handlers before performing any handling task?	170.501	☐ Yes ☐ No ☒ N/A

Comments:

PESTICIDE SAFETY TRAINING PROGRAM: (Skip this section if training is NOT conducted by this firm)

a. **Workers and Handlers:** Is the information presented in a manner the workers and handlers can understand, such as through a translator?	170.401 & 170.501	☒ Yes ☐ No ☐ N/A
b. Is the trainer qualified to train workers and handlers (has completed an approved Train-the-Trainer program or is certified as an applicator of restricted use pesticides)?	170.401 & 170.501	☒ Yes ☐ No ☐ N/A
c. Was the trainer present during the entire training program and available to respond to questions?	170.401 & 170.501	☒ Yes ☐ No ☐ N/A
d. **Workers:** Does the content of the training materials meet the criteria listed in 170.401(c)(2)?	170.401	☒ Yes ☐ No ☐ N/A
e. **Handlers:** Does the content of the training materials meet the criteria listed in 170.501(c)(2)?	170.501	☐ Yes ☐ No ☒ N/A

Comments:

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EMPLOYER INFORMATION EXCHANGE

a. Does the agricultural employer notify the commercial handler employer regarding the specific location and description of any treated areas on an agricultural establishment where an REI is in effect that the handler may be in (or may walk within 1/4 mile of), and any restrictions on entering those areas?	170.309	☐ Yes ☐ No ☒ N/A
b. Does the commercial handler employer provide the agricultural employer all of the following information prior to the application of any pesticide on an agricultural establishment: specific location(s) and description(s) of areas to be treated; date, start time, and estimated end time of application; product name(s), EPA Reg. #(s), active ingredient(s); REI; posting/notification requirements; product-specific restrictions or use directions required to protect workers, handlers, or other persons during or after the application?	170.313	☒ Yes ☐ No ☐ N/A

Comments: Posting gen label & info at WLS Central Location

EMERGENCY ASSISTANCE

a. Is prompt transportation to an emergency medical facility available for workers or handlers who have experienced a potential pesticide exposure on the agricultural establishment?	170.309 & 170.313	☒ Yes ☐ No ☐ N/A
b. Does information provided to medical personal regarding the pesticide(s) to which employees may have been exposed include product Safety Data Sheet(s), product name(s), EPA Reg. #(s), active ingredient(s), circumstances of pesticide use, and circumstances that could have resulted in exposure?	170.309 & 170.313	☒ Yes ☐ No ☐ N/A

Comments:

DECONTAMINATION SUPPLIES

The employer must follow the following decontamination requirements for WORKERS and HANDLERS:

a. Do the decontamination supplies include soap, single-use towels, and enough water for washing and emergency eye flushing?	170.411 & 170.509	☒ Yes ☐ No ☐ N/A
b. Is the decontamination water of a quality and temperature that will not cause illness or injury when it contacts the skin or eyes or if it is swallowed?	170.411 & 170.509	☒ Yes ☐ No ☐ N/A
c. Are the decontamination supplies located together within 1/4 mile of the work site, outside any treated area or area subject to an REI, and reasonably accessible?	170.411 & 170.509	☒ Yes ☐ No ☐ N/A

Comments:

The employer must follow the following additional decontamination requirements for WORKERS:

a. Are decontamination sites provided to workers entering treated areas until 30 days following expiration of the REI? (Exception: pesticides with a 4-hour REI require decontamination site for only 7 days following expiration)	170.411	☒ Yes ☐ No ☐ N/A
b. Is a minimum of 1 gallon of water available for each worker at the beginning of each work period?	170.411	☒ Yes ☐ No ☐ N/A

Comments: Each bus has 1 gal eye wash. 30 gallon at start of day. Crews are typically 15-25 men

The employer must follow the following additional decontamination requirements for HANDLERS:

a. Is a minimum of 3 gallons of water available for each handler and early entry worker at the beginning of each work period?	170.509	☐ Yes ☐ No ☒ N/A
b. Is one clean change of clothing provided to handlers for use in an emergency?	170.509	☐ Yes ☐ No ☒ N/A
c. Are decontamination supplies located at the mix/load site?	170.509	☐ Yes ☐ No ☒ N/A
d. Are decontamination supplies for pilots kept in the airplane or at the aircraft loading site?	170.509	☐ Yes ☐ No ☒ N/A
e. Are handler decontamination supplies located outside any treated area or area subject to an REI, unless they are kept in enclosed containers?	170.509	☐ Yes ☐ No ☒ N/A
f. Are decontamination supplies located where handlers remove personal protective equipment (PPE) for washing thoroughly after handling activities?	170.509	☐ Yes ☐ No ☒ N/A
g. For mixing and loading a pesticide product which requires protective eyewear, or mixing/loading any pesticide using a closed system under pressure, is there a system capable of delivering gently running water at 0.4 gallons per minute for 15 minutes, or at least six gallons of water in containers suitable for providing a gentle eye-flush for about 15 minutes?	170.509	☐ Yes ☐ No ☒ N/A
h. Is at least 1 pint of water in portable containers, immediately available for each handler applying a pesticide which requires protective eyewear?	170.509	☐ Yes ☐ No ☒ N/A

Comments:

ADDITIONAL DUTIES FOR WORKER EMPLOYERS

RESTRICTIONS DURING APPLICATIONS

a. Are workers prohibited in treated areas during application and until REI(s) have expired and all treated area warning signs have been removed or covered?	170.407	☒ Yes ☐ No ☐ N/A
b. Are workers and other persons prohibited in treated areas plus the additional exclusion zones depending on the application method for outdoor production applications?	170.405	☒ Yes ☐ No ☐ N/A
c. Are workers prohibited in enclosed space production areas during the application and until ventilation criteria are met?	170.405	☐ Yes ☐ No ☒ N/A

Comments:

WORKER EARLY ENTRY DURING REI

The employer must ENSURE the following for workers who perform early entry activities:

a. Are early entry workers prohibited in treated areas during the first 4 hours after application and until any required ventilation criteria has been met?	170.603	☐ Yes ☐ No ☒ N/A
b. Are early entry workers performing short-term activities that do not involve hand labor limited to 1 hour of work in a 24-hour period?	170.603	☐ Yes ☐ No ☒ N/A
c. Are early entry workers who perform limited contact and irrigation activities limited to 8 hours of work in a 24-hour period?	170.603	☐ Yes ☐ No ☒ N/A

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d. Does the employer provide the following information to each early-entry worker, orally (in a manner the worker can understand): location of the early entry area; pesticide(s) applied; dates and times that the REI begins and ends; reason for the early entry, description of tasks that may be performed, and other limitations; PPE required; location of the pesticide safety information and decontamination supplies?	170.605	☐ Yes	☐ No	☒ N/A
e. Does the employer ensure that each early entry worker has been informed (in a manner the worker can understand) of all applicable pesticide labeling requirements and statements related to human hazards or precautions, first aid, and user safety?	170.605	☐ Yes	☐ No	☒ N/A
f. Does the employer provide the correct PPE and ensure that workers use PPE properly during early entry?	170.605	☐ Yes	☐ No	☒ N/A
g. Does employer instruct each early entry worker on proper PPE use and removal, and as appropriate, cleaning, maintenance and disposal?	170.605	☐ Yes	☐ No	☒ N/A
h. Is contaminated PPE disposed of properly?	170.605	☐ Yes	☐ No	☒ N/A
i. Does employer ensure that no worker is allowed or directed to wear PPE without implementing measures sufficient to prevent heat-related illness?	170.605	☐ Yes	☐ No	☒ N/A
j. Does employer ensure that each worker is instructed in the prevention, recognition, and first aid treatment of heat-related illness?	170.605	☐ Yes	☐ No	☒ N/A

Comments:

NOTICE OF APPLICATIONS TO WORKERS

a. Are workers given both oral and posted notification when required by the pesticide label?	170.409	☒ Yes	☐ No	☐ N/A
b. Are outdoor production areas posted with warning signs for REI(s) greater than 48 hours?	170.409	☒ Yes	☐ No	☐ N/A
c. Are all enclosed space applications, (except for REI(s) of 4 hours or less) posted with WPS warning signs?	170.409	☐ Yes	☐ No	☒ N/A
d. Are workers given notification of applications (either orally or posted) for other applications?	170.409	☒ Yes	☐ No	☐ N/A
Posted Warning Signs				
a. Does the employer use the approved WPS warning signs for posted notification?	170.409	☐ Yes	☐ No	☒ N/A
b. Are the signs posted at all reasonable points of worker entry, including each access road, each border with any housing area within 100 feet of entry to the treated area and each footpath and other walking route that enters the treated area?	170.409	☐ Yes	☐ No	☒ N/A
c. Are the signs posted no sooner than 24 hours prior to application?	170.409	☐ Yes	☐ No	☒ N/A
d. Are the signs removed or covered within 3 days after the end of the REI?	170.409	☐ Yes	☐ No	☒ N/A
e. Does the employer ensure that workers do not enter the treated area while the signs remain posted?	170.409	☐ Yes	☐ No	☒ N/A
Oral Warnings				
a. Are oral warnings given before the application begins or at the beginning of the work period in manner that the workers can understand?	170.409	☐ Yes	☐ No	☒ N/A
b. Do oral warnings include the following: location and description of treated area; dates and times of REI; instructions not to enter treated area or an application exclusion zone during the application, REI, and until all treated area warning signs have been removed or covered?	170.409	☐ Yes	☐ No	☒ N/A

Comments:

ADDITIONAL DUTIES FOR HANDLER EMPLOYERS AND HANDLERS

APPLICATION RESTRICTIONS AND MONITORING

a. Do both the handler employer and the handler ensure that no pesticide is applied (either directly or through drift) so as to contact anyone other than trained and PPE-equipped handlers involved in the application?	170.505	☐ Yes	☐ No	☒ N/A
b. Are handlers monitored visually or by voice every 2 hours when handling Skull & Crossbones pesticides?	170.505	☐ Yes	☐ No	☒ N/A
c. Does the handler have continuous visual or voice contact with another trained and PPE-equipped handler stationed immediately outside of the enclosed space when handling a fumigant in enclosed space production?	170.505	☐ Yes	☐ No	☒ N/A
d. Does the handler performing the application immediately suspend application if anyone, other than an appropriately trained and equipped handler is in the application exclusion zone?	170.505	☐ Yes	☐ No	☒ N/A

Comments:

SPECIFIC INSTRUCTIONS FOR HANDLERS

a. Does the handler employer ensure that handlers read the label or are informed (in a manner the handler can understand) about the label requirements for safe use before performing any handling activity?	170.503	☐ Yes	☐ No	☒ N/A
b. Does the handler have access to the product labeling during handling activities?	170.503	☐ Yes	☐ No	☒ N/A
c. Is the handler aware of requirements for any entry restrictions, application exclusion zones and restricted-entry intervals as that may apply based on the handler's activities?	170.503	☐ Yes	☐ No	☒ N/A
d. Does the handler employer ensure that the handler has been informed or is aware of the specific location of pesticide safety information, pesticide application and hazard information, decontamination supplies?	170.503	☐ Yes	☐ No	☒ N/A

Comments:

SAFE OPERATION OF EQUIPMENT

a. Does the handler employer ensure that the handler is instructed in the safe operation of any handling equipment before it is used?	170.313	☐ Yes	☐ No	☒ N/A
b. Does the handler employer ensure that handling equipment is inspected and repaired before each day of use?	170.313	☐ Yes	☐ No	☒ N/A
c. Does the handler employer ensure that any employees who repair, clean, or adjust any handling equipment that contains pesticides or pesticide residues are trained as handlers, and that non-employees who repair, clean, or adjust such handling equipment are informed that equipment may be contaminated and instructed about the potential effects of exposure, practices for preventing or limiting exposure, and decontamination procedures?	170.313	☐ Yes	☐ No	☒ N/A

Comments:

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PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS FOR HANDLERS

a. Does the handler employer provide the handler with the appropriate PPE in clean and proper operating condition?	170.507	☐ Yes	☐ No	☒ N/A
b. Does the handler employer ensure that PPE is cleaned, inspected, and repaired or replaced before each day of use?	170.507	☐ Yes	☐ No	☒ N/A
c. Does the handler employer ensure that PPE that cannot be cleaned properly is made unusable and disposed of properly?	170.507	☐ Yes	☐ No	☒ N/A
d. Does the handler employer ensure that handlers have received respirator fit testing, training, and medical evaluation if they are required wear a respirator?	170.507	☐ Yes	☐ No	☒ N/A
e. Does the handler employer maintain records on the establishment, for those handlers requiring fit testing, respirator training, and medical evaluation for two years?	170.507	☐ Yes	☐ No	☒ N/A
f. Does the handler employer ensure that respirators and respirator filters are replaced when required?	170.507	☐ Yes	☐ No	☒ N/A
g. Do handlers have a clean place to store personal clothing, put on PPE, and remove PPE after application?	170.507	☐ Yes	☐ No	☒ N/A
h. Does the handler employer take appropriate measures to prevent heat-related illness for handlers using PPE?	170.507	☐ Yes	☐ No	☒ N/A
i. Does the handler employer ensure that PPE is used correctly for its intended purpose and is used according to the manufacturer's instructions	170.507	☐ Yes	☐ No	☒ N/A
j. Does the handler use the clothing and PPE specified on the pesticide product labeling?	170.507	☐ Yes	☐ No	☒ N/A

Comments:

CLOSED SYSTEMS

a. Are written instructions for the closed system available at the mix/load site, and made available to any handlers who use the system?	170.607	☐ Yes	☐ No	☒ N/A
b. Handlers operating the closed system are trained in its use and operate, clean, and maintain the system in accordance with its written operating instructions?	170.607	☐ Yes	☐ No	☒ N/A
c. Is all PPE specified in the product labeling immediately available to the handler for use in an emergency?	170.607	☐ Yes	☐ No	☒ N/A
d. Is protective eyewear worn when using closed systems operating under pressure?	170.607	☐ Yes	☐ No	☒ N/A
e. If a handler applies a pesticide from an enclosed cab, is all PPE immediately available inside a sealed container?	170.607	☐ Yes	☐ No	☒ N/A
f. If required by the label, is a respirator worn inside the enclosed cab (other than a dust/mist filtering respirator)?	170.607	☐ Yes	☐ No	☒ N/A

Comments:

FAMILY ESTABLISHMENTS

a. Are employees only immediate family limited to spouse, parents, stepparents, foster parents, father-in-law, mother-in-law, children, stepchildren, foster children, sons-in-law, daughters-in-law, grandparents, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, and first cousins?	170.601	☐ Yes	☐ No	☒ N/A
b. Are non-handlers prohibited in treated areas during application and until REI has expired?	170.407	☐ Yes	☐ No	☒ N/A
c. Does the handler employer maintain records on the establishment, for those handlers requiring fit testing, respirator training, and medical evaluation for two years?	170.507	☐ Yes	☐ No	☒ N/A
d. Are non-handlers prohibited in enclosed space production areas during application and until ventilation criteria are met?	170.405	☐ Yes	☐ No	☒ N/A
e. Are early entry workers prohibited in treated areas during the first 4 hours after application and until any required ventilation criteria has been met?	170.603	☐ Yes	☐ No	☒ N/A
f. Are early entry workers performing short-term activities that do not involve hand labor limited to 1 hour of work in a 24-hour period?	170.603	☐ Yes	☐ No	☒ N/A
g. Are early entry workers who perform limited contact and irrigation activities limited to 8 hours of work in a 24-hour period?	170.603	☐ Yes	☐ No	☒ N/A
h. Is the correct PPE for early entry provided for early entry activities at this firm?	170.603	☐ Yes	☐ No	☒ N/A
i. Does the handler at this firm wear the label-specified PPE during handling tasks?	170.603	☐ Yes	☐ No	☒ N/A
j. Is the label-specified PPE for handling activities at this firm provided in clean and operating condition?	170.507	☐ Yes	☐ No	☒ N/A
k. Does this establishment notify commercial handlers regarding the location of treated areas and REI(s) in effect on the establishment?	170.313	☐ Yes	☐ No	☒ N/A

Comments:

Other Comments:

Name of Authorized Representative: James Marsh Title: Owner

Signature: Date: 5/23/18

Specialist Name: Jeffrey Bechtel Specialist Signature:

0828181957201

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ADAM H. PUTNAM
COMMISSIONER

Respond to:
Bureau of Compliance Monitoring
3125 Conner Blvd., Bldg. 8
Tallahassee, FL 32399-1650

NOTICE OF INSPECTION

Rule 5E-2.041, F.A.C.

Telephone Number (850) 617-7880

File Number: 118-111-5213 Date: 5/23/18 Time: 9 25 AM PM

Name of Individual: Anita Coronado Title: Secretary

Name of Firm: Duke Harvesting Inc

Address: 880 Scott Blvd City: LaBelle State: FL Zip: 33935

Signature of Department Representative: [signature] Title: ES II

REASON FOR INSPECTION

☒ For the purpose of inspecting and obtaining samples of any pesticides or devices packaged, labeled, and released for shipment, and samples of any containers or labeling for such pesticides or devices, in places where pesticides or devices are held for distribution or sale. Authority: Sections 487.071, 487.031(13)(r), and 487.163(2), Florida Statutes.

☒ For the purpose of inspecting and obtaining copies of records or information specified in Section 487.048, 487.160, or 487.0251, Florida Statutes; or Section 5E-2.028, 5E-2.039, 5E-9.032 or 5E-9.033, Florida Administrative Code; or Section 8 of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended; or Part 169 or Part 170, Title 40, Code of Federal Regulations. Authority: Sections 487.071, 487.031(13)(h) and (r), and 487.163(2), Florida Statutes.

☒ For the purpose of inspecting sites and collecting samples and data where pesticides are known or thought to be stored or used to determine if pesticides are being used in compliance with Chapter 487, Florida Statutes, and Chapters 5E-2 and 5E-9, Florida Administrative Code. Authority: Sections 487.071 and 487.031, Florida Statutes.

Purpose of Visit:

To conduct WPS Training investigation

Anita Coronado

FDACS-13316 Rev. 08/12 Original - Tallahassee Copy - Firm Copy - Department Representative

0828181957201

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ADAM H. PUTNAM
COMMISSIONER

AFFIDAVIT

Rules 5E-2.041, 5E-13.034, 5E-14.1025, F.A.C.
Telephone Number (850) 617-7996

Respond to:

Bureau of Inspection and Incident Response
3125 Conner Blvd, Suite N
Tallahassee, FL 32399-1650

State: Florida	County: Hendry	City: LaBelle

Before me, a designated representative of the State of Florida, Department of Agriculture and Consumer Services, pursuant to one of the following authorities: Chapter 388, F.S. and Chapter 5E-13, F.A. C. (Mosquito Control Law); 482, F.S. and Chapter 5E-14, F.A.C. (Florida Structural Pest Control Act and Rules); 487, F.S., and Chapters 5E-2 and 5E-9, F.A.C. (Florida Pesticide Law and Rules); Chapter 576, F.S., and Chapter 5E-1, F.A.C. (Florida Fertilizer Law and Rules); Chapter 578, F. S., and Chapter 5E-4, F.A.C. (Florida Seed Law and Rules); Chapter 580, F.S., and Chapter 5E-3, F.A.C. (Florida Feed Law and Rules) as read individually, or together, personally appeared:

Anita Coronado in the city, county and state aforesaid, who deposes under oath or affirmation and says:

that I am Anita Coronado secretary and a WPS trainer for D+K Harvesting in LaBelle FL. I have Trainthe Trainer certificate 2601-102016 07. The DVD WPS Training video provided by Ricardo Davalos is used for WPS training. Employees are only trained as WPS workers. Training is done in a language each employee understands an can be done from 1 to 3 times per year. Training is recorded each time. Decontamination supplied are in the bus and a portalet is pulled behind the bus and is always 1/4 of a mile from harvesting crew

I hereby swear/affirm that the foregoing statement is true to the best of my knowledge.

Signature: Anita Coronado Title: Secretary

Firm Name: D+K Harvesting Inc Date: 5/23/18

Address: 890 Spratt Blvd
LaBelle FL 33935

Subscribed and sworn to before me, pursuant to law to administer oaths, affidavits, and affirmations, authorization No. _____

Signature of Department Representative

FDACS-13661 Rev. 09/16 Original - Tallahassee Copy - Firm Copy - Department Representative

0828181957201

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

Respond to:
Bureau of Compliance Monitoring
3125 Conner Blvd., Bldg. 8
Tallahassee, FL 32399-1650

ADAM H. PUTNAM
COMMISSIONER

NOTICE OF INSPECTION

Rule 5E-2.041, F.A.C.

Telephone Number (850) 617-7880

File Number: 118-111-5023 Date: 5/23/18 Time: 10 30 AM PM

Name of Individual: James Marsh Title: Owner

Name of Firm: Gulf Citrus Harvesting and Hauling Inc

Address: 890 South Blvd City: LaBelle State: FL Zip: 33935

Signature of Department Representative: [signature] Title: EST II

REASON FOR INSPECTION

☐ For the purpose of inspecting and obtaining samples of any pesticides or devices packaged, labeled, and released for shipment, and samples of any containers or labeling for such pesticides or devices, in places where pesticides or devices are held for distribution or sale. Authority: Sections 487.071, 487.031(13)(r), and 487.163(2), Florida Statutes.

☒ For the purpose of inspecting and obtaining copies of records or information specified in Section 487.048, 487.160, or 487.0251, Florida Statutes; or Section 5E-2.028, 5E-2.039, 5E-9.032 or 5E-9.033, Florida Administrative Code; or Section 8 of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended; or Part 169 or Part 170, Title 40, Code of Federal Regulations. Authority: Sections 487.071, 487.031(13)(h) and (r), and 487.163(2), Florida Statutes.

☒ For the purpose of inspecting sites and collecting samples and data where pesticides are known or thought to be stored or used to determine if pesticides are being used in compliance with Chapter 487, Florida Statutes, and Chapters 5E-2 and 5E-9, Florida Administrative Code. Authority: Sections 487.071 and 487.031, Florida Statutes.

Purpose of Visit:

To conduct WPS Training
Investigation

x [signature]

FDACS-13316 Rev. 08/12 Original - Tallahassee Copy - Firm Copy - Department Representative

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Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ADAM H. PUTNAM
COMMISSIONER

AFFIDAVIT

Rules 5E-2.041, 5E-13.034, 5E-14.1025, F.A.C.
Telephone Number (850) 617-7996

Respond to:
Bureau of Inspection and Incident Response
3125 Conner Blvd, Suite N
Tallahassee, FL 32399-1650

State: Florida	County: Hendry	City: LaBelle

Before me, a designated representative of the State of Florida, Department of Agriculture and Consumer Services, pursuant to one of the following authorities: Chapter 388, F.S. and Chapter 5E-13, F.A. C. (Mosquito Control Law); 482, F.S. and Chapter 5E-14, F.A.C. (Florida Structural Pest Control Act and Rules); 487, F.S., and Chapters 5E-2 and 5E-9, F.A.C. (Florida Pesticide Law and Rules); Chapter 576, F.S., and Chapter 5E-1, F.A.C. (Florida Fertilizer Law and Rules); Chapter 578, F. S., and Chapter 5E-4, F.A.C. (Florida Seed Law and Rules); Chapter 580, F.S., and Chapter 5E-3, F.A.C. (Florida Feed Law and Rules) as read individually, or together, personally appeared:

James Marsh in the city, county and state aforesaid, who deposes under oath or affirmation and says: that I am James Marsh, owner of Gulf Citrus Harvesting - Hauling Inc - LaBelle (GCHHI) FL. GCHHI is a farm labor contractor. GCHHI supplies farm labor - Florida and Nebraska. The labor contractor in Nebraska - with Monsanto Company. Most laborers are H2A laborers. WPS training is conducted in Florida for orange picking and WPS training is conducted in Nebraska for corn de tasseling. Anita Coronado who held "TTT" certificate 2601-10 2016-07 flies to Nebraska and does the training before commencement of work at Monsanto. EPA approved training material - used in the training and records are maintained at least for 2 years. The training is done in language employees understand. GCHHI has a labor contract with Monsanto in NE. GCHHI has only 1 contract in EPAR & Only 6 pages of the contract were provided as page 7 & 8 contain confidential business information. Before entering this Monsanto facility all employees go past the WPS central location. If fields have been sprayed no WPS worker can enter because you cannot sign into field location which sign in is required to enter the field. Application records and SDS are posted at Central Location. Monsanto provide portable decontamination sites station at a maximum of ¼ mile. Monsanto also provide an on-site field nurse. Single use towels soap and water are also maintained on GCHHI bus. + eye flush. If employee indicates signs of illness employee will be transported to emergency room.

I hereby swear/affirm that the foregoing statement is true to the best of my knowledge.

Signature: [signature] Title: Owner

Firm Name: Gulf Citrus Harvesting & Hauling Date: 5/23/18

Address: 890 Spratt Blvd
LaBelle FL 33935

Subscribed and sworn to before me, pursuant to law to administer oaths, affidavits, and affirmations, authorization No. _____

[signature]
Signature of Department Representative

FDACS-13661 Rev. 09/16 Original - Tallahassee Copy - Firm Copy - Department Representative

0828181957201 56

Exhibit A JJB 5/23/18
Site Map

Overview of Gulf Citrus Harvesting + Hauling Inc, (GCHHI)

Closer in view of GCHHI.

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Exhibit A JJB 5/23/18
Site Map

Street view of GCHHI.

D&K Harvesting and GCHHI share the same site.

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Exhibit B JJB 5/23/18
Photo of TTT Certificate

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

Train the Trainer

VERIFICATION OF TRAINING CERTIFICATE
2601-102016-07

This is to verify that

Anita Coronado

Has attended the "Train the Trainer" program organized by
Hendry County Extension Office
and may train pesticide handlers and agricultural workers as set forth under
the provisions of the Worker Protection Standard for Agricultural Pesticides 40 CFR PART 170.
EPA approval Number: **EPA WPS TTT W/H 00003.**

Gene McAvoy Instructor	10/20/16 Training Date	ADAM H. PUTNAM COMMISSIONER
Ricardo Davalos Agricultural Worker Safety Program Coordinator	12/01/16 Certificate Date	

2018 05 23

Ms. Coronado Train the Trainer certficate

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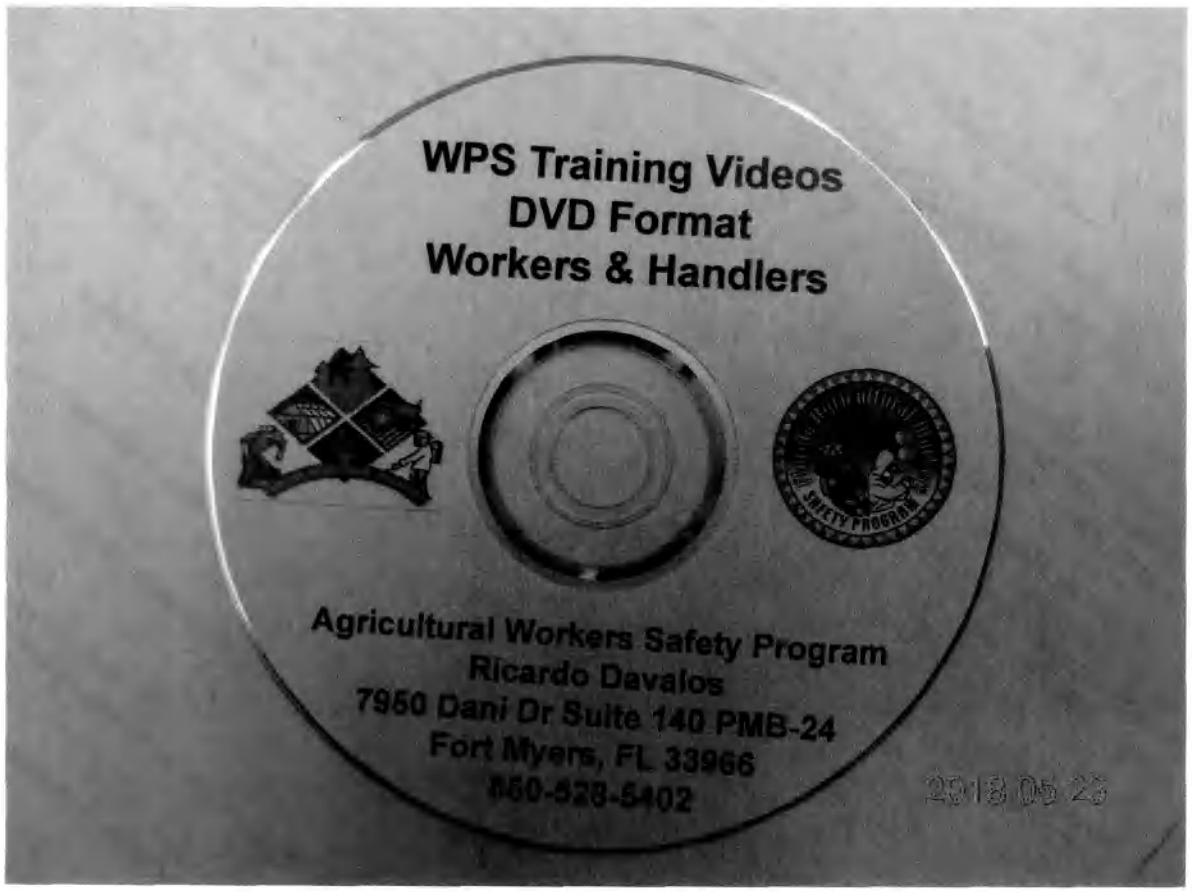
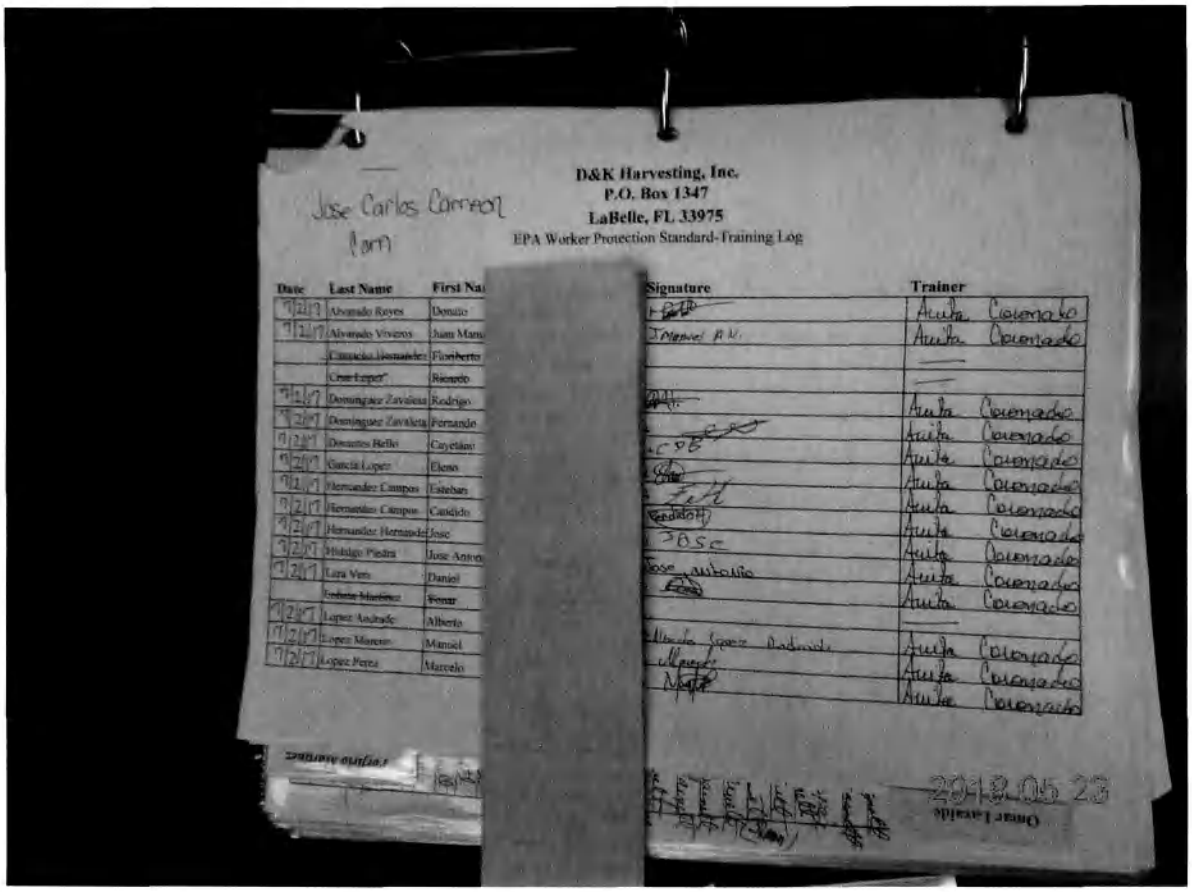
Exhibit C JJB 5/23/18
Photo of WPS Training DVD



WPS Training DVD

Exhibit D JJB 5/23/18
Photo of D & K WPS Training Record



Jose Carlos Carreon
Com

D&K Harvesting, Inc.
P.O. Box 1347
LaBelle, FL 33975
EPA Worker Protection Standard-Training Log

Date	Last Name	First Na	Signature	Trainer
7/2/17	Alvarado Reyes	Donato		Anita Coronado
7/2/17	Alvarado Viveros	Juan Mann	J Manuel A.V.	Anita Coronado
	~~Camacho Hernandez~~	~~Floriberto~~		—
	~~Cruz Lopez~~	~~Ricardo~~		—
7/2/17	Dominguez Zavaleta	Rodrigo		Anita Coronado
7/2/17	Dominguez Zavaleta	Fernando		Anita Coronado
7/2/17	Dorantes Bello	Cayetano		Anita Coronado
7/2/17	Garcia Lopez	Eleno		Anita Coronado
7/2/17	Hernandez Campos	Esteban		Anita Coronado
7/2/17	Hernandez Campos	Candido		Anita Coronado
7/2/17	Hernandez Hernandez	Jose	JOSE	Anita Coronado
7/2/17	Hidalgo Piedra	Jose Anton	Jose Antonio	Anita Coronado
7/2/17	Lara Vera	Daniel		Anita Coronado
	~~Lobato Martinez~~	~~Fenar~~		Anita Coronado
7/2/17	Lopez Andrade	Alberto		—
7/2/17	Lopez Moreno	Manuel		Anita Coronado
7/2/17	Lopez Perez	Marcelo		Anita Coronado

2018.05.23

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Exhibit E JJB 5/23/18
Photo of Eye Flush Bottle

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Exhibit F JJB 5/23/18
Photo of GCHHI WPS Training Record

Ramiro O.
Citrus 2017/2018

Gulf Citrus Harvesting & Hauling, Inc.
P.O. Box 1347
LaBelle, FL 33975
EPA Worker Protection Standard-Training Log

Date	Last Name	First Name	Social Security #	Signature	Trainer
12/1/17	Aguillon Rendon	Saul			Olguin
	Almaras De La Cruz	Joel			Anita Coronado
	Almaraz Cruz	Gerardo			Anita Coronado
	Casiano Casiano	Jose		JOSE CASIANO	Olguin
	Casiano Olguin	Genaro		Genaro Casiano Olguin	Anita Coronado
	De Santiago Casiano	Antonio		Antonio Desantiago Casiano	Anita Coronado
	Fernandez Martinez	Everardo		Everardo Fernandez Martinez	Olguin
	Gonzalez Chavez	Primitivo		Primitivo Gonzalez	Anita Coronado
	Gonzalez Gerrero	Hector Manuel			Olguin
	Gonzalez Guerrero	Angel			Olguin
	Guerrero Trejo	Camerino			Anita Coronado
	Jimenez Gracia	Jose Luis		Jose Luis Jimenez	Anita Coronado
	Jimenez Gracia	Martin			Olguin
	Lopez Sandoval	Gregorio			Anita Coronado
	Martinez Resendiz	Jose Carmen			Anita Coronado
	Ramirez Martinez	Edmundo			Olguin
	Ramos Hernandez	Ignacio			Anita Coronado
	Rubio Flores	Marco Antonio		Marco Antonio Rubio Flores	Olguin
	Sanchez Balderas	J. Guadalupe			
	Sandoval Perez	Jose Enrique			Olguin

2018-05-23

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H2A OR INDEPENDENT FIELD LABOR CONTRACT
FOR ROGUING AND DETASSELING SEED CORN

This agreement (the "Agreement) is made as of this 9TH day of MAY 2017 ("Effective Date"), by and between GULF CITRUS HARVESTING & HAULING INC -(LARRY MARSH) , FARM LABOR CONTRACTOR, hereinafter **Independent Contractor or IC**, a FLORIDA-S corporation with principal offices at PO BOX 1347- LABELLE, FL 33975 and **MONSANTO COMPANY** and all affiliates of Monsanto Company with principal offices at 800 North Lindbergh Boulevard, St. Louis, Missouri 63167 ("Monsanto"). The parties agree as follows:

WITNESSETH:

WHEREAS, Monsanto's business includes research and crop production farms; and

WHEREAS, Monsanto needs agricultural services on certain fields; and

WHEREAS, the INDEPENDENT CONTRACTOR (IC) is engaged in the business of performing such activities, and its business is independent and distinct from Monsanto, and represents that it has all the required State and Federal licenses and permits, to engage therein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, which both parties acknowledge to be valuable and sufficient consideration, and in view of the mutual advantages to be derived by the parties hereto in the performance of this contract;

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The parties are creating an independent contractual relationship between them and not a relationship of master/servant or employer/employee and this Contract will be so construed.

2. The Effective Date of this Agreement will be the first date on which both parties have signed this Agreement. The term of the Agreement is from the Effective Date through November 30 after the first full growing season to occur under this Agreement, unless earlier terminated in accordance with this Agreement.

3. The INDEPENDENT CONTRACTOR shall cause its workers to properly perform the work which Monsanto requests the Independent Contractor to perform.

4. Monsanto shall have no right of supervision or control over the INDEPENDENT CONTRACTOR or his employees as to the details of the performance of the work, but only as to the results to be accomplished. It is recognized that the need for the services of the IC is often determined by weather and field conditions. Therefore, nothing in this Agreement is a guarantee of work, and Contractor should communicate this to its employees in its Worker Information/Disclosure Statement.

ZM 1-8

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The INDEPENDENT CONTRACTOR shall give all notices and comply in all applicable respects, with all laws, and ordinances (each including applicable rules, orders and regulations) bearing on performance of the work, including but not limited to the requirements of the Fair Labor Standards Act and all applicable laws pertaining to wages and hours, the Migrant and Seasonal Agricultural Workers Protection Act, and all laws and regulations pertaining to H2A workers where applicable, and the Occupational Safety and Health Act, child labor laws, laws regarding discrimination and harassment based on age, gender, race, ethnicity, national origin, religion, disability, gender identity, sexual orientation and veteran status, the Family and Medical Leave Act, where applicable, and all applicable tax laws, all other applicable federal laws, and all applicable labor contractor Registration Acts and all applicable laws which are counterparts to federal laws. Monsanto shall have the right to inspect IC to confirm compliance with the requirements of this paragraph specifically and this contract generally. Monsanto is at times a Federal contractor and for the following clause Monsanto is referred to as Contractor and Contractor is referred to as Subcontractor:

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

5. Further, INDEPENDENT CONTRACTOR is required to install and utilize at all times while performing under this Contract, an electronic time keeping system to accurately record the hours worked in accordance with its contractual duty to comply with the Fair Labor Standards Act and the Migrant and Seasonal Agricultural workers' Protection Act. The system chosen and utilized by IC is subject to inspection and approval by Monsanto to determine compliance with this requirement.

6. For performing these services, INDEPENDENT CONTRACTOR will receive the compensation stated on Exhibit 1 attached hereto. Exhibit 1 may be supplemented or amended in writing and signed by the designated representative of each party. Such compensation will be paid at a time or according to a schedule stated on Exhibit 1. Deductions and/or offsets for monies owed to Monsanto by IC can be made by Monsanto from any amounts owed to the IC. Such agreed upon compensation relates strictly to the value Monsanto assigns to the services. The compensation does not constitute a wage level for Independent Contractor's employees. The rate the IC pays its employees is based upon and controlled by the business judgment and profit expectations of the IC. The INDEPENDENT CONTRACTOR is responsible for the determination and proper payment of all wages to their employees. The Independent Contractor will never allow the net pay of any of its employees fall below the applicable minimum wage.

2-8

0828181957201 5

7. INDEPENDENT CONTRACTOR certifies that all employees of IC assisting with the work covered by this Agreement are eligible to work, and lawfully present in, in the United States. Contractor certifies that all employees which it hires have executed, or will execute Form I-9 within three days of their first day of work, and that Contractor will maintain records of such I-9's in accordance with all applicable laws and regulations, and will produce such records at the request of state or federal officials.

8. INDEPENDENT CONTRACTOR will carry Worker's Compensation Insurance on all of its employees. Even if the IC fails or refuses to carry said Insurance, Monsanto shall at no time be responsible or obligated to carry said Insurance and shall not in any way be responsible for any personal injuries or damages to property of any of the servants, agents or employees of IC; it being specifically understood between the parties hereto that all liability in cases of bodily injury or damage to property shall be the sole responsibility of the IC. INDEPENDENT CONTRACTOR hereby agrees to defend, indemnify and hold harmless Monsanto from same including any costs and reasonable attorney's fees which Monsanto may incur in defending any such claim. IC shall produce proof of insurance coverage whenever requested by Monsanto. In addition, Monsanto shall be included as an additional insured under the IC's insurances designated elsewhere in this Agreement.

9. If Monsanto or a third party should have a dispute with Contractor pursuant to this Agreement, The INDEPENDENT CONTRACTOR agrees not to assert any defense that is inconsistent with the IC relationship established by this Contract. The IC also agrees not to raise a defense or claim or take a position that Monsanto is an employer or joint employer of INDEPENDENT CONTRACTOR's employees. The IC agrees to indemnify, defend and hold Monsanto and Monsanto's related business entities and their owners, employees and agents harmless for any fines, penalties, settlements, court judgments, and damages that may be levied against or suffered by Monsanto as well as attorney's fees and costs incurred in regard to such claims because of IC's negligence, willful misconduct or failure to comply with any applicable laws or regulations or with its obligations under this Contract or because Monsanto is found to be a joint employer or jointly responsible with IC.

10. Monsanto has the right to enter into other contracts in connection with the work subject to this Agreement, and the INDEPENDENT CONTRACTOR shall cooperate with any such other contractors. Nothing in this Contract constitutes or implies a requirement or guarantee of permanent or exclusive work or any quantity of work.

11. If INDEPENDENT CONTRACTOR fails to fully perform its obligations under this Agreement or any applicable law or regulation, Monsanto shall have the right to immediately terminate this Contract, to retain all amounts then owing to IC hereunder as a setoff against obligations of the IC, and to immediately seek indemnification from IC for any exposures that Monsanto may have, arising from IC's failure to meet any contractual or legal obligation.

12. The terms and conditions of this Contract shall be governed by the Laws of the State of Missouri, and venue for enforcement, termination and/or interpretation thereof shall be in the Federal District Court for the Eastern District of Missouri, Eastern Division, or the St. Louis County Circuit Court. Each party hereby freely and irrevocably waives its right to jury trial.

J M 3-8

0828181957201 5

13. INDEPENDENT CONTRACTOR represents and warrants that its certificates and registrations cover all of its and its workers' activities under this Agreement including transportation, and that IC is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act: (1) prohibiting hiring and continued employment of unauthorized aliens, (2) requiring verification and recordkeeping with respect to identity and eligibility for employment, and (3) prohibiting discrimination on the basis of national origin, United States citizenship, or intended citizen status. IC also warrants that only the drivers named in the submissions required elsewhere in this Agreement will transport workers.

14. INDEPENDENT CONTRACTOR warrants that it shall be responsible for the accurate creation and retention of all employment records or documents required by law and as requested by Monsanto if applicable, including but not limited to:
Time and payroll records for all employees of IC who perform service under this contract.

15. INDEPENDENT CONTRACTOR agrees that it will perform annual self-audits of its I-9 compliance.

16. INDEPENDENT CONTRACTOR certifies that it has read Monsanto's Human Rights Policy and Code and Business Conduct, and it shall comply with its own similar Human Rights and Business Conduct policies.

17. If prolonged or extreme heat or cold, severe storms or other Act of God, fire, strike, unavailability of labor, governmental law, directive or regulation, makes a party temporarily unable to perform its obligations ("Force Majeure"), the affected party will be relieved of its obligations hereunder during the period of time the affected party cannot perform its obligations and shall not be paid for obligations not performed. However, no party will be given relief hereunder if its negligence or misconduct contributed, in a nontrivial way, to its inability to perform its obligations.

18. This Agreement may be terminated:
(a) By the mutual consent of both parties or,

(b) By either party if there has been a breach of the other's representations, warranties, covenants or obligations hereunder which breach is not cured within 10 days after receiving written notice thereof. No opportunity to cure need be given if the default, by its nature, is not capable of being cured.

(c) By Monsanto, upon thirty days' notice, for any lawful reason.

(d) Upon a termination, unless the parties otherwise agree, each party shall be and remain liable for any remedies to the other party available at law or in equity.

19. INDEPENDENT CONTRACTOR shall obtain and maintain insurance during the Term, at its sole cost and expense, with limits and conditions not less than those specified in section 23 (f) this Agreement. The policies shall be written with insuring company(ies) with AM Best financial strength ratings of "A Minus or higher and financial size categories of "VII" or greater. All coverage shall be primary and non-contributory to any other insurance available to Monsanto.

1 of 4-8

0828181957201

20. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No waiver of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall any waiver constitute a continuing waiver. This Agreement may not be supplemented, altered, modified or amended or otherwise changed except by an instrument in writing signed by the parties hereto.

21. INDEPENDENT CONTRACTOR will attach, and keep in its own records, the following information listed in the subsections of this section 23, . please attach:

    (a) Contact Information for the person whom we should contact whenever we need to communicate with IC: name, business title, address, phone number and e-mail, and any other contact information. Also include name, phone and e-mail of a backup contact at IC.

    (b) Both IC's Federal and State Farm Labor Contractor Licenses and Federal and State Crew Registrations, including expiration date.

    (c) If IC transports workers, both the federal and state FLC Transportation Authorization documents showing that the IC, each of its named transporting employees, and each vehicle specifically described, are all transportation-authorized, PLUS: Farm Labor Contractor Employee card for the driver(s) of the vehicle(s) exhibiting authorization to drive.

    (d) Complete W-9, using the same ID number as is on the first page of this Agreement.

    (e) If H2A workers will be working pursuant to this Agreement, IC's H2A worker Certification.

    (f) Certificates or other official proof of: Worker's Compensation Insurance meeting statutory requirements together with a waiver of subrogation in favor of Monsanto and its employees, representatives and agents, General Commercial Liability Insurance naming Monsanto as an Additional Insured, and covering, for each occurrence, $10,000 property damage for owned or rented property, $5,000 medical expense, $1,000,000 personal injury, $2,000,000 general aggregate. PLUS: if IC is providing transportation for workers, $5,000,000 of Bus or Van Vehicle Liability Insurance and $1,000,000 for other transportation vehicles, all such insurance covering the same vehicles as on the Federal and State FLC licenses and naming Monsanto as an additional insured. THESE MUST BE SENT TO US BY YOUR INSURANCE AGENT. Agent must provide its name (individual agent's and the company's) address, phone number, e-mail,

    (g)Complete Direct Deposit form along with a voided check, so that IC can be paid via ACH direct deposit when payment is due. Reference Exhibit 1 for payment schedule terms.

    (h) State Unemployment Number

22. During the term of this Agreement, IC shall be solely responsible for performing the following activities, and Monsanto shall have no responsibility for performing them or participating or sharing in them in any way:

    (a) Hire, pay, supervise and control, coach, discipline and terminate its employees.

JM 5-8

(b) Determine and be responsible for its employees' hours of work, pay rate and working conditions.

(c) Cause the work to be performed in a timely, careful, safe manner, in keeping with best agricultural practices, and in a suitable manner that does not damage or depreciate the value of the crops or other property.

(d) Meet with Monsanto as reasonably requested by Monsanto.

(e) Implement a Worker Tracking Plan to ensure that each worker can be located quickly in the event of a medical or other emergency

23. INDEPENDENT CONTRACTOR is responsible for safety training and documentation requirements of IC's employees, confirming qualified training on the recently revised WPS (2015 Provisions) IC is responsible to have first aid trained Supervisors/Employees available at the field at all times. First Aid supplies will be maintained and available by IC.

    Monsanto will provide field sanitation equipment (porta-potties and wash stations) and safety personal protective equipment (safety glasses, hat/face protection, and gloves) Monsanto may assist with safety training, as needed, to insure IC's employees comply with the Monsanto's Guest Environmental Safety and Health Program.

24. If IC learns information about Monsanto, its customers or employees that should reasonably be understood as confidential, IC will keep such information confidential. Neither party will publicize their relationship or the terms of this Agreement.

25. INDEPENDENT CONTRACTOR may not refer to Monsanto Company or any of its subsidiaries ("Monsanto") or use or refer to any Monsanto trademarks including logos and taglines in any way, including but not limited to promotional and marketing materials or press releases, without prior written permission from Monsanto Public Affairs.

26. All provisions of this Agreement are severable, and any provision which may be prohibited by law will not invalidate the remaining provisions.

27. Obligations which, by their nature, are meant to survive beyond the termination of this Agreement, shall do so.

28. This Agreement, with all attachments and Exhibits, is the entire agreement of the parties and supersedes all prior agreements or understandings.

29. INDEPENDENT CONTRACTOR shall not assign its rights or delegate its performance hereunder, in whole or in part, without the prior written consent of Monsanto, and any attempted assignment or delegation without such consent shall be void.

JM 6-8

0828181957201

REVIEWER: Barksdale DATE: June 8, 2018 FILE TYPE: UAF

FILE NAME / FILE NUMBER: Gulf Citrus Harvesting and Hauling, Inc/118-111-5023

CURRENT RELATED CASES: None

PRIOR ACTIONS: None

OUTPUTS: **UAF-1** **WPS-2**

PRIORITY AREAS: **WP**

OTHER:

DOC I.D. NO. **None**
Brand Name:
EPA Reg. No.:
EPA Est. No.:
AI:
Lot/Batch #:
State Registered: NA Discontinued? N/A Discontinued Date: N/A
Comments from label review: None

Violation: **None**

Registrant: None

Recommend: **Report to EPA Region 4**

0828181957201 5

Region 7, WWPD/TOPE
Digital Image Chain of Custody

Image record

Case number	082818-19572-01
Investigator/photographer	Shawn Hackett
Date and time when images were recorded	08-28-18 and 08-29-18
Address/location(s) where images were recorded	Rural Axtell, Nebraska
Image numbers for this investigation	20180828_164137 to 20180829_102844
Affidavit: "Images appearing in the inspection report were taken and archived according to EPA Region 7 SOP protocols. The photographs have not been altered from their original image and are a fair and accurate representation of observations made during the inspection."	**Signature (below) of investigator/photographer** Shawn Hackett

Transfer/Access record

Date	Transfer from/ Accessed by	Transferred to	Purpose	**Affidavit:** "The original images have not been changed, altered or manipulated in any way." (Sign below)
09/14/18	Camera memory card	Computer	Report Writing	Shawn Hackett
09/17/18	Computer	CD-R	Case file	Shawn Hackett

Region 7, WWPD/TOPE
Digital Image Description Log

Case number	082818-19572-01
Investigator/photographer name	Shawn Hackett
Date and time photos were taken	08-28-18 and 8-29-18
Address where photos were taken	Rural Axtell, Nebraska
Applicator name and/or company	Bayer Crop Sciences
Complainant name	Hernandez and Martinez-Cabrera
Image numbers (First-Last)	20180828_164137 to 20180829_102844
File name, if any	Bayer Crop Sciences
Affidavit: "Images appearing in the inspection report were taken and archived according to EPA Region 7 protocols. The photographs have not been altered from their original image and are a fair and accurate representation of observations made during the inspection."	**Signature (below) of investigator/photographer** Shawn Hackett

Image numbers	Sample no. (if any)	Description of image
20180828_164137		Road signs marking the corner of E Road and 24 Road.
20180828_164146		Trees and buffer area at the south edge of the field.
20180828_164157		Field where aerial application performed in 2017 is at the right. Where that contained workers is to the left.
20180828_164248		Grass and tree buffer at the south edge of the field. This is where I began to measure the field buffer.
20180828_164600		Buffer measured at 170'.
20180828_164624		North edge of neighboring field where I quit measuring the buffer.
20180829_102833		Bayer Crop Science field posting signs and information.
20180829_102844		Closer view of posting signs and information.