



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

A. Job Offer Information

1. Job Title * Citrus hand Harvester							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	180	180	3. Begin Date * 12/1/2021		4. End Date * 5/25/2022		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>2</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) :: HARVEST citrus fruit by hand under supervision, the worker will place a picking sack Harvest citrus fruit by hand under the supervision instructions the worker will place a picking sack over his shoulder and carry a 18 foot to 20 foot ladder from the field truck to the particular areas of the grove to be harvested. The picking sack is a canvas bag equipped with a strap for support and opening for the insertion of fruit and an opening to remove fruit. A full loaded sack weighs between 80 to 100 pounds depending on the size, condition and variety of fruit. Worker positions the ladder against the tree and within reach of the fruit in a leaning position, taking care not to damage tree limbs, fruit, or interfere with the other workers. Ladder will be placed in a secure position to prevent slipping or falling and possible injury to themselves or other workers. Worker will climb the ladder and will remove fruit from the tree using a snapping action of the wrist and place the fruit in a picker's bag. When bag is full the picker will descent the ladder take the full sack to the assigned fruit tub or bin located in the grove and drop the fruit in the tub. The worker will then return to the assigned tree and repeat the operation until all fruit and trees have been harvested. The worker will be supplied a ladder and a picking sack free of charge, the employer can charge the worker for reasonable cost related to the workers refusal or negligent failure to return the tools or due to such workers. The citrus picking sac weighs approximately 5lbs when empty but can weigh up to 100lbs when filled with citrus. Each ladder weighs approx 25 lbs. Citrus tub will be placed relatively close to each employee work area. A tub is equivalent to 10 bushel boxes the tub will be emptied by the employee's crew leader.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>12</u> <u>08</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>01</u> <u>00</u>		See piece rates	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify):							<u>N/A</u>
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) Social Security, Federal Tax, FICA tax, income tax, cash advances, overpayment of wages, and charges for any loss to the employer due to the workers damages or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the worker in writing. No state income tax will be deducted.							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	0	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>100</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) *			
See Addendum C			

C. Place of Employment Information

1. Address/Location *			
6155 Ft Denuad Rd			
2. City *	3. State *	4. Postal Code *	5. County *
LaBelle	Florida	33935	Hendry
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
980 CR 78 Labelle, FL			
2. City *	3. State *	4. Postal Code *	5. County *
Labelle	Florida	33935	Hendry
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Mobile Homes		1	5
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
N/A			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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E. Provision of Meals

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Employer will provide free and convenient cooking & kitchen facilities to workers living in the employer-provided housing which will enable workers to prepare their own meals</p> <p>Gas, Electric & heat are provided, furniture, eating, and cooking utensils are also provided. Family housing is NOT available and is not a prevailing practice in the area of intended employment -mobile homes</p>	
2. If meals are provided, the employer: *	<div><input checked="" type="checkbox"/> WILL NOT charge workers for such meals.</div> <div><input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> per day per worker.</div>

F. Transportation and Daily Subsistence

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>See Addendum C</p>	
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>See Addendum C</p>	
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than \$ <u> 13 </u> . <u> 17 </u> per day *
	b. no more than \$ <u> 55 </u> . <u> 00 </u> per day with receipts

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G. Referral and Hiring Instructions

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

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

See Addendum C

2. Telephone Number to Apply *

+1 (239) 728-3420

3. Email Address to Apply *

PIharvesting.apply@gmail.com

4. Website address (URL) to Apply *

WWW.employflorida.Com

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No



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I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

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

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

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

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

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

A. Transportation to Place of Employment (Inbound)

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

B. Transportation from Place of Employment (Outbound)

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



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

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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

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

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

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

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



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11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

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

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

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

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

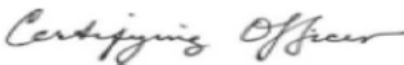


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17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:

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

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

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Prevatt	Lenora	C
4. Title *		
President/owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By 		9/28/2021

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs 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 ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement (1205-0466)

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Citrus	\$ 12 . 08	Hour	
	Valencia Fresh	\$ 12 . 08	Hour	0.90 per 90 lb field box(minimum 8.06 90lb filed box per hour)
	Valencia Process	\$ 12 . 08	Hour	Valencia (process) 1.00 per 90 lb field box(minimum 8.06 90lb filed box per hour)
	Early/Mid Orange (fresh)	\$ 12 . 08	Hour	Early/Mid Oranges (process) 0.85 per 90 lb field box(minimum 8.53 90lb filed box per hour)
	Grove Clean up	\$ 12 . 08	Hour	Grove Clean up \$12.08 per hour
	Early/Mid oranges (process)	\$ 12 . 08	Hour	Early/Mid Oranges (process) 0.90 per 90 lb field box(minimum 8.53 90lb filed box per hour)
	Grapefruit Process	\$ 12 . 08	Hour	Grapefruit (process) 0.70 per 85 lb field box(minimum 9.67 85 lb filed box per hour)
	Grapefruit (fresh)	\$ 12 . 08	Hour	Grapefruit (fresh) 0.70 per 85 lb field box(minimum 9.67 85 lb filed box per hour)
		\$.		
		\$.		

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Tippen Bay Properties LLLP	6155 Ft Denuad Rd Labelle, Florida 33935 HENDRY		12/1/2021	5/25/2022	180
Bryan W Paul Family LLLP	46444 Farabee Rd Punta Gorda, Florida 33982 CHARLOTTE		12/1/2021	5/25/2022	180
Farm Op Inc	21000 Six L's Farm Rd Estero, Florida 33928 LEE	Corkscrew Rd	12/1/2021	5/25/2022	180
McKenna Harvesting	2060 Wellington Pkwy LaBelle, Florida 33935 HENDRY		12/1/2021	5/25/2022	180
Garcia Farms	34445 CR 833 LaBelle, Florida 33935 HENDRY		12/1/2021	5/25/2022	180
Florida Ag Management Inc	23351 N River Rd Alva , Florida 33920 LEE		12/1/2021	5/25/2022	180
Alva Land Management	23621 N River Rd Alva, Florida 33920 LEE		12/1/2021	5/25/2022	180
Heller	6051 Pacific Grade Rd Immokalee, Florida 34142 HENDRY		12/1/2021	5/25/2022	180
Williams Farms	2109 West Immokalee Dr Immokalee, Florida 34142 COLLIER		12/1/2021	5/25/2022	180
C & B Farms of Florida	27320 County Road 835 Clewiston, Florida 33440 HENDRY		12/1/2021	5/25/2022	180



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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Alva Land Management	5200 Church Rd Felda , Florida 33935 HENDRY		12/1/2021	5/25/2022	180
Farm Op Inc	700 Kirby Thompson Rd Labelle , Florida 33935 HENDRY		12/1/2021	5/25/2022	180
Bryan W Paul Family LLLP	3025-3099 W State rd 80 Labelle , Florida 33935 HENDRY		12/1/2021	5/25/2022	180
Bryan W Paul Family LLLP	1657 Kirby Thompson LaBelle, Fl Labelle, Florida 33935 HENDRY		12/1/2021	5/25/2022	180
Tippen Bay Properties LLLP	3401 St Rd 29S Labelle, Florida 33935 HENDRY		12/1/2021	5/25/2022	180
Tippen Bay Properties LLLP	3402 State Rd S Labelle , Florida 33935 HENDRY		12/1/2021	5/25/2022	180

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D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Migrant Labor Camp	270-290 Marion Ave Labelle, Florida 33935 HENDRY		2	16	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Migrant Labor Camp	1042 Chickasaw Ave Labelle, Florida 33935 HENDRY		3	17	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Migrant Labor Camp	525 Marion Ave LaBelle , Florida 33935 HENDRY		1	8	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Migrant Labor Camp	1384 Navajo LaBelle, Florida 33935 HENDRY		2	8	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Migrant Labor Camp	1245 Chickasaw LaBelle, Florida 33935 HENDRY		13	76	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Migrant Labor Camp	500 Marion Street LaBelle, Florida 33935 HENDRY		13	72	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Migrant Labor Camp	493 Hand Ave LaBelle, Florida 33935 HENDRY		1	5	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Migrant Labor Camp	1140 Shawnee Ave LaBelle, Florida 33935 HENDRY		1	5	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * the worker must be consistent and responsible on the job. respect the rules, the worker must be able to lift 0-100lbs continuously throughout the day and work in all kinds of weather from extreme heat and very cold El trabajador debe ser coherente y responsable en el trabajo. respete las reglas, el trabajador debe poder levantar de 0 a 100 libras de forma continua durante todo el da y trabajar en todo tipo de clima, desde calor extremo y mucho fro			

b. Job Offer Information 2

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will provide free transportation once a week for workers to obtain food, necessities, laundry mat & bank El empleador proporcionar? transporte gratuito una vez por semana para que los trabajadores obtengan alimentos, art?culos de primera necesidad, colchonetas y banco			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * For workers hired from beyond normal commuting distance, after completion of the 50% of work contract period, the employer shall reimburse the worker the cost incurred by the worker for transportation and daily substance costs incurred by the worker \$12.68 per day or up to \$55.00 per day(with receipts) for H2A Visa workers and US domestic noncommuting workers with receipts for travel to report to job for the first day and return to the distant point of recruitment or home.			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - undefined
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Applicants interested in this job opportunity should contact their local state workforce office/CareerSource Service Center. Applicants should be fully apprised by the local service center of the terms, conditions and nature of employment prior to referral and be given a copy of the ETA 790 and its corresponding attachments. SWA agents who have screened candidates for all-season availability and legality to work in the U.S. may fax qualified referrals to 239-728-3137 or email them to Plharvesting.apply@gmail.com or mail them to P.O.Box 1027 Alva, FL 33920 to set up an interview. Completing an application is part of the interview process. For a telephone interview, call 239-728-3420, Monday through Friday, 9 am to 2 pm. Workers are screened for compliance with the following criteria: a) confirmability, availability, qualifications, and willingness to perform work described and confirm the intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Nonlocal workers confirm availability of transportation to Jobsite to begin work, 3) confirmation of full disclosure of all terms, conditions, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. 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 the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Workers recruited against the job offer from within normal commuting distance will not be provided with housing, substance, and transportation. Only workers legally entitled to work in the United States and who possess' original identity and employment eligibility documents sufficient to complete INS Form 1-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form 1-9, workers will have three business days to produce the required documentation to complete section 3 of form 1-9, as provided in the Act. Workers failing to provide this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - undefined Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * Los solicitantes interesados en esta oportunidad de trabajo deben comunicarse con la oficina local de la fuerza laboral estatal / CareerSource Service Center. Los solicitantes deben ser informados por el centro de servicio local de los t?rminos, condiciones y naturaleza del empleo antes de la remisi?n y recibir una copia de la ETA 790 y sus anexos correspondientes. Los agentes de la SWA que han seleccionado a los candidatos para la disponibilidad de toda la temporada y la legalidad para trabajar en los EE.UU. pueden enviar las referencias a 239-728-3137 o enviarlas por correo electr?nico a Plharvesting.apply@gmail.com o enviarlas por correo a POBox 1027 Alva, FL 33920 para configurar una entrevista. Completar una solicitud es parte del proceso de la entrevista. Los trabajadores son evaluados para cumplir con los siguientes criterios: a) confirmar la capacidad, disponibilidad, calificaciones y disposici?n para realizar el trabajo descrito y confirmar la int			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * Para los trabajadores contratados m?s all? de la distancia normal de traslado, despu?s de completar el 50% del per?odo del contrato de trabajo, el empleador reembolsar? al trabajador el costo incurrido por el trabajador por el transporte y los costos diarios de sustancias incurridos por el trabajador \$ 12.68 por d?a o hasta \$ 55.00 por d?a (con recibos) para los trabajadores de Visa H2A y los trabajadores dom?sticos que no viajan diariamente con recibos de viaje para presentarse en el trabajo el primer d?a y regresar al punto distante de reclutamiento u hogar. trabajadores trabajadores			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Spanish -
3. Details of Material Term or Condition (up to 3,500 characters) * El empleador proporcionar? instalaciones de cocina y cocina gratuitas y convenientes a los trabajadores que viven en la vivienda proporcionada por el empleador, lo que permitir? a los trabajadores Para preparar sus propias comidas, se proporcionan gas, electricidad y calefacci?n, tambi?n se proporcionan muebles, utensilios para comer y cocinar. La vivienda familiar NO est? disponible y no es una pr?ctica predominante en el ?rea de empleo previsto: casas m?viles			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job description-Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * COSECHA los c?tricos a mano bajo supervisi?n, el trabajador colocar? un saco de recolecci?n Coseche los c?tricos a mano bajo las instrucciones de supervisi?n, el trabajador colocar? un saco de recolecci?n sobre su hombro y llevar? una escalera de 18 pies a 20 pies desde el cami?n de campo a las ?reas particulares del bosque que se cosechar?. El saco de recolecci?n es una bolsa de lona equipada con una correa para soporte y apertura para la inserci?n de fruta y una abertura para extraer la fruta. Un saco con carga completa pesa entre 80 y 100 libras, dependiendo del tama?o, la condi?n y la variedad de fruta. El trabajador coloca la escalera contra el ?rbol y al alcance de la fruta en una posici?n inclinada, cuidando de no da?ar las ramas del ?rbol, la fruta o interferir con los otros trabajadores. La escalera se colocar? en una posici?n segura para evitar resbalones o ca?das y posibles lesiones a s? mismos u otros trabajadores. El trabajador trepar? por la escalera y sacar? la fruta del ?rbol mediante una acci?n de chasquido de la mu?eca y colocar? la fruta en una bolsa recolectora. Cuando la bolsa est? llena, el recolector descender? por la escalera, lleve el saco lleno a la cubeta de frutas asignada o al contenedor ubicado en el bosque y deje caer la fruta en la cubeta. Luego, el trabajador volver? al ?rbol asignado y repetir? la operaci?n hasta que se hayan cosechado todas las frutas y ?rboles. Al trabajador se le proporcionar? una escalera y un saco de recolecci?n sin cargo, el empleador puede cobrarle al trabajador por un costo razonable relacionado con el rechazo de los trabajadores o la negligencia por no devolver las herramientas o debido a dichos trabajadores. El saco de recolecci?n de c?tricos pesa aproximadamente 5 libras cuando est? vac?o, pero puede pesar hasta 100 libras cuando est? lleno de c?tricos. Cada escalera pesa aproximadamente 25 libras. La tina de c?tricos se colocar? relativamente cerca del ?rea de trabajo de cada empleado. Una tina equivale a 10 cajas de bushel. La tina ser? vaciada por el l?der de la tripulaci?n del empleado.			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - undefined
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers will be expected to work 6 days a week, Monday through Friday 6 hours and Saturday 5 hours, however, the worker may be requested to but not required to work additional hours per day or the Sabbath and/or Federal holidays and Sunday depending upon the conditions of the crop, weather, maturity of the crop and market conditions.			

j. Job Offer Information 10

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