

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



A. Job Offer Information

1. Job Title * AGRICULTURE WORKER							
2. Workers Needed *		a. Total	b. H-2A	Period of Intended Employment			
		44	44	3. Begin Date * 10/10/2022		4. End Date * 6/15/2023	
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 *
40	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
2	b. Sunday	7	d. Tuesday	7	f. Thursday	3	h. Saturday
							a. 8 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 3 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ 12.41		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 00.55		per bucket	
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): N/A							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) SEE ADDENDUM C							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	1	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 checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</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 *			
2015 DOCK ST			
2. City *	3. State *	4. Postal Code *	5. County *
PALMETTO	Florida	34221	Manatee
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
NONE			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
1630 SE 2ND AVE			
2. City *	3. State *	4. Postal Code *	5. County *
ARCADIA	Florida	34266	Desoto
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
PERMITTED MIGRANT HOUSING		3	15
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) *			
See Addendum C			
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

1. Describe how 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.)

EMPLOYER WILL PROVIDE HOUSING EQUIPT WITH FULL KITCHENS, POTS AND PANS, AND COOKING UTENSILS, ALL AVAILBALE TO THE WORKER AT NO COST. EMPLOYER WILL PROVIDE FREE TRANSPORTATION TO ALL WORKERS EMPLOYED BY WORLDWIDE HARVESITNG, TO THE LAUNDORMAT AND STORE ONCE PER WEEK.

EL EMPLEADOR PROPORCIONAR EQUIPAMIENTO DE VIVIENDA CON COCINAS COMPLETAS, OLLAS Y SARTENES, Y UTENSILIOS DE COCINA, TODO AVAILBALE PARA EL TRABAJADOR SIN COSTO ALGUNO. EL EMPLEADOR PROPORCIONAR? TRANSPORTE GRATUITO A TODOS LOS TRABAJADORES EMPLEADOS POR WORLDWIDE HARVESITNG EN TODO EL MUNDO, A LA LAUNDORMAT Y ALMACENAR UNA VEZ POR SEMANA.

2. If meals are provided, the employer: *

☒ **WILL NOT** charge workers for such meals.

☐ **WILL** charge workers for such meals at \$ ____ . ____ per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *

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

SEE ADDENDUM C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

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

SEE ADDENDUM C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than \$ 14 . 00 per day *

b. no more than \$ 59 . 00 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.)

Applicants should contact the nearest Career Center for preemployment screening before contacting the employer, workers that meet the criteria will be interviews via telephone. All referrals are to be made to Alecia Gallegos (863) 673-1797 Monday to Friday 8:00 am to 5:00 pm. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and they understand all the terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed activities at the discretion of the employer.

Los solicitantes deben comunicarse con el Centro de Carrera ms cercano para la seleccin de preempleo antes de comunicarse con el empleador, los trabajadores que cumplan con los criterios sern entrevistas por telfono. Todas las referencias deben hacerse a Alecia Gallegos (863) 673-1797 de lunes a viernes de 8:00 am a 5:00 pm. Antes de la remisn, cada trabajador debe leer o tener una copia de la Oferta de Trabajo y entienden todos los trminos y condiciones de empleo como se indica en el pedido. Tambin se debe informar a todos los trabajadores de que se espera que trabajen durante el perodo total de empleo, como se indica en la oferta de empleo, y que deben estar disponibles para trabajar en cualquiera de las actividades enumeradas en el discrecionalidad del empleador.

2. Telephone Number to Apply *

+1 (863) 673-1797

3. Email Address to Apply *

WWHARVESTINGCO@YAHOO.COM

4. Website address (URL) to Apply *

N/A

H. Additional Material Terms and Conditions of the Job Offer

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

☒ 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 §
GALLEGOS	ALECIA	
4. Title *		
OWNER		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		8/16/2022

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
	TOMATO GRADER	\$ 12 . 41	Hour	
	STACKER	\$ 12 . 41	Hour	
	BOX LOFT WORKER	\$ 12 . 41	Hour	
	FORKLIFT OPERATOR	\$ 12 . 41	Hour	
	CLEANING	\$ 12 . 41	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 §
GULF COAST GROWERS OF FLORIDA	2105 S DOCK ST PALMETTO, Florida 34221 MANATEE		10/10/2022	6/15/2023	44
GULF COAST GROWERS OF FLORIDA	Ogleby Creek road myakka, Florida 34251 MANATEE		10/10/2022	6/15/2023	44

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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 *
PERMITTED MIGRANT HOUSING	CAMP C ARCADIA, Florida 34266 DESOTO	1630 SE 2ND AVE ARCADIA FL 34266 1623 SE 3RD AVE ARCADIA FL 34266 1631 SE 3RD AVE ARCADIA FL 34266	3	15	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
PERMITTED MIGRANT HOUSING	CAMP F ARCADIA , Florida 34266 DESOTO	1297 SE GRANADA AVE ARCADIA FL 1675 SE 3RD AVE ARCADIA FL 1685 SE 3RD AVE ARCADIA FL (12 BEDS ONLY)	3	12	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
PERMITTED MIGRANT HOUSING	CAMP I ARCADIA , Florida 34266 DESOTO	1015 SE MAPLE DR ARCADI FL	1	18	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" 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
					<input type="checkbox"/> Local <input 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
					<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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * Graders – graders will be placed at grading table where they will sit on a stool or stand at conveyor line for long periods of time. They will sort tomatoes by color and size as instructed and place the assigned tomato variety into a box until full, this process will be repeated until daily production has been met. Stackers – stacker will be placed at stacking stations at the end of the line where they will stand for long periods of time. They will pull boxes of tomatoes weighing 25 pounds each off conveyor line manually and place on pallet arranging them on pallet as instructed. When pallet is full and removed from the station worker will get a new pallet to place at the station and repeat process. Worker will lift up to 50 pounds moving empty pallets. Box loft workers – worker will work in box making area where they will stand for long periods of time. They will load box material for bodies and lids on the correct machine. Once machine has assembled the box or lid, worker will manually remove and place in the correct area to move along to the fillers. Workers will push boxes or lids down chutes to go to fillers. They may turn on glue machine, put glue in machine, unbundle lids or bodies, lift up to 30 pounds of corrugated paper material to load machines. May use hand pallet to move bundles. Will place waste cardboard in bins. Forklift operator – Worker operating forklift may be moving pallets of tomatoes into cooler rooms and loading on raised racks or in between racks. Worker will sometimes operate forklift in small spaces in a safe manner. Worker will move pallets of corrugated paper as instructed. Worker will unload pallets from delivery truck. Worker will load pallets of tomatoes onto customer's assigned carrier picking up tomatoes. Worker will unload tomato bins from flat bead truck and load empty tomato bins on flat bead truck. Worker will move various supplies, etc using forklift as needed. Worker will load tomato bins onto dumper at dump tank and remove bin once it is emptied. Cleaning – workers will use a water hose and sprayer to clean dump tank heater filters and replace filters as instructed. Workers will use pressure washer to clean as instructed. Workers will use air compressor hose to blow debris for packing machine on grading line, under grading line, in box loft, in receiving area. Workers will use rags and paper towels to clean conveyor belt rollers, belts and tables. Workers will be expected to sweep, mop, brush debris from floors and walls and all areas of packing facility as instructed. Workers may lift up to 50 pounds as required. Prolonged walking, standing, bending, stooping, and reaching. Job is outdoors and continues in all types of weather. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not a part of the interview process. Negative result required before starting work. Must be able to lift up to 50 lbs. to shoulder height repetitively throughout the workday. Must not hinder another workers productivity. Use of personal cell phone or other personal electronic device during working hours strictly prohibited except for work-related calls or emergencies and violation may result in immediate termination. Use of any drugs and or alcohol at any time during employment is strictly prohibited. Use of drugs or alcohol is strictly prohibited on/in company provided transportation, housing, and jobsites. Failure to comply with the drug/alcohol rules, will result in immediate termination of employee.			

b. Job Offer Information 2

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 (up to 3,500 characters) * Additional job duties to be offered to workers shall there be little to no work available in the packing shed, will be farm work picking tomatoes. Worker will walk down the designated row in the field and will be given instructions to pick a variety of tomatoes. The worker will find the ripe tomato on the vine and will pull the tomato off the vine by hand and place it in a bucket. The worker will repeat this process until the bucket is full, the worker will then lift the bucket and carry said bucket to a truck located within the row(s) where worker is working and toss the bucket up to another worker where this worker will dump the bucket into a bin on top of the truck and toss the bucket back to the original worker. This process will be repeated throughout the day to complete production.			



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 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. Workers will be given housing rules and must abide by these rules for the duration of employment. Workers will be charged for damages done to employer provided housing for workers own negligence.			

d. Job Offer Information 4

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 50 percent of the work contract period, the employer shall reimburse the worker for cost incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. The inbound transportation will be reimbursed on the basis of no less than economical and reasonable charges for the distance involved. If the worker completes the work contract period, or is terminated without cause, 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 workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract has agreed to pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer is not required to provide or pay for such expenses. Para los trabajadores contratados de m?s all? de la distancia de desplazamiento normal, despu?s de completar el 50 por ciento del per?odo del contrato de trabajo, el empleador reembolsar? al trabajador los gastos incurridos por el trabajador por el transporte y la subsistencia diaria, seg?n lo exija la normativa DOL, desde el lugar desde el que el trabajador ha venido a trabajar para el empleador al lugar de empleo. El transporte entrante sobre la base de cargos no inferiores a los econ?micos y razonables por la distancia de que se trate. Si el trabajador completa el per?odo del contrato de trabajo o se termina sin causa, el empleador proporcionar? o pagar? el transporte del trabajador y la subsistencia diaria desde el lugar de empleo hasta el lugar desde el que el trabajador, sin tener en cuenta el empleo interviniente, lleg? a trabajar para el empleador, o, si el trabajador ha contratado con un empleador posterior que no haya acordado en ese contrato proporcionar o pagar el transporte de los trabajadores y la subsistencia diaria gastos del sitio de trabajo de los empleadores a dicho sitio de trabajo de empleadores subsiguientes, el empleador proporcionar? o pagar? por dichos gastos; excepto que, si el trabajador ha contratado para trabajar con un empleador posterior que, en ese contrato ha acordado pagar la transporte de trabajadores y gastos diarios de subsistencia desde el lugar de trabajo de los empleadores hasta el lugar de trabajo de los empleadores subsiguientes, el empleador no est? obligado a proporcionar o pagar dichos gastos.			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - DAILY TRANSPORTATION
3. Details of Material Term or Condition (up to 3,500 characters) * For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters, and the employer's work site and return without cost to the worker, employer will have free transportation available for workers not residing in the employers housing, workers will be transported to the work site from a designated daily job reporting site and at the end of the work day they will be transported back to the reporting site.			

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - DAILY TRANSPORTATION- SPANISH
3. Details of Material Term or Condition (up to 3,500 characters) * Para los trabajadores que residen en la vivienda del empleador, el empleador proporcionar? transporte entre las habitaciones del trabajador, y el sitio de trabajo de los empleadores y el lugar de retorno sin costo para el trabajador, el empleador tendr? transporte gratuito disponible para los trabajadores que no residen en la vivienda de los empleadores, los trabajadores ser?n transportados al lugar de trabajo desde un sitio de informes de trabajo diario designado y al final del d?a de trabajo ser?n transportados de vuelta al sitio de reporte.			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES- SPANISH
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Calificadores: los calificadores se colocarán en la mesa de clasificación donde se sentarán en un taburete o se pararán en la línea transportadora durante largos períodos de tiempo. Clasificarán los tomates por color y tamaño según las instrucciones.</p> <p>Apiladores: los apiladores se colocarán en las estaciones de apilamiento al final de la línea, donde permanecerán de pie durante largos períodos de tiempo. Sacarán cajas de tomates que pesan 25 libras cada una fuera de la línea transportadora manualmente y las colocarán en tarimas y las colocarán en tarimas según las instrucciones. Cuando el palet está lleno y se retira de la estación, el trabajador obtendrá un nuevo palet para colocarlo en la estación y repetir el proceso. El trabajador levantará hasta 50 libras moviendo tarimas vacías.</p> <p>Trabajadores de loft de caja: el trabajador trabajará en el área de fabricación de cajas donde permanecerá de pie durante largos períodos de tiempo. Cargarán el material de caja para cuerpos y tapas en la máquina correcta. Una vez que la máquina haya ensamblado la caja o la tapa, el trabajador la quitará manualmente y la colocará en el área correcta para pasar a los rellenos. Los trabajadores empujarán cajas o tapas por conductos para ir a los rellenos. Pueden encender la máquina encoladora, poner pegamento en la máquina, desatar tapas o cuerpos, levantar hasta 30 libras de material de papel corrugado para cargar las máquinas. Puede usar paletas manuales para mover bultos. Colocará los residuos de cartón en contenedores.</p> <p>Operador de montacargas: el trabajador que opera un montacargas puede estar moviendo paletas de tomates a cuartos más fríos y cargándolos en estantes elevados o entre estantes. El trabajador a veces operará el montacargas en espacios pequeños de manera segura. El trabajador moverá paletas de papel corrugado según las instrucciones. El trabajador descargará palets del camión de reparto. El trabajador cargará paletas de tomates en el transportista asignado del cliente que recogerá los tomates. El trabajador descargará contenedores de tomate del camión de cuentas planas y cargará contenedores de tomate vacíos en el camión de cuentas planas. El trabajador moverá varios suministros, etc. usando un montacargas según sea necesario. Worked cargará contenedores de tomate en el volquete en el tanque de descarga y retirará el contenedor una vez que esté vacío.</p> <p>Limpieza: los trabajadores usarán una manguera de agua y un rociador para limpiar los filtros del calentador del tanque de descarga y reemplazar los filtros según las instrucciones. Los trabajadores usarán una lavadora a presión para limpiar según las instrucciones. Los trabajadores usarán la manguera del compresor de aire para soplar los desechos de la máquina empacadora en la línea de clasificación, debajo de la línea de clasificación, en el desván de caja, en el área de recepción. Los trabajadores usarán trapos y toallas de papel para limpiar los rodillos, las bandas y las mesas de las bandas transportadoras. Se espera que los trabajadores barran, trapeen y cepillen los escombros de pisos y paredes y todas las áreas de las instalaciones de empaque según las instrucciones. Los trabajadores pueden levantar hasta 50 libras según sea necesario</p>			

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 DUTIES- SPANISH continued
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Caminar, pararse, agacharse, agacharse y estirarse durante mucho tiempo. El trabajo es al aire libre y continúa en todo tipo de clima. Los trabajadores pueden se le solicitará someterse a pruebas aleatorias de drogas o alcohol sin costo alguno para el trabajador. Incumplimiento de la solicitud o resultado positivo puede resultar en la terminación inmediata. Todas las pruebas se realizarán después de la contratación y no forman parte del proceso de entrevista. Resultado negativo necesario antes de comenzar a trabajar. Debe ser capaz de levantar hasta 50 libras. a la altura de los hombros de forma repetitiva a lo largo de la jornada laboral. No debe entorpecer la productividad de otros trabajadores. El uso de teléfonos celulares personales u otros dispositivos electrónicos personales durante las horas de trabajo está estrictamente prohibido, excepto para llamadas relacionadas con el trabajo o emergencias, y la violación puede resultar en el despido inmediato. El uso de drogas o alcohol en cualquier momento durante el empleo está estrictamente prohibido. El uso de drogas o alcohol está estrictamente prohibido en el transporte, la vivienda y los lugares de trabajo proporcionados por la empresa. El incumplimiento de las reglas de drogas/alcohol resultará en el despido inmediato del empleado.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - PAY DEDUCTIONS
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will make the following deductions from the worker's wages: FICA, Medicare and income taxes as required by law (unlike U.S. workers, foreign H-2A workers are not subject to payroll tax deductions for FICA, Medicare or federal withholding.); cash advances and repayment of loans; repayment of overpayment of wages to the worker; recovery of any loss to the employer due to the worker's damage, beyond normal wear and tear, or loss of equipment or housing items where it is shown that the worker is responsible. No deduction not required by law will be made that brings the worker's hourly earnings below the higher of the federal minimum wage and State minimum wage.			

j. Job Offer Information 10

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - PAY DEDUCTIONS- SPANISH
3. Details of Material Term or Condition (up to 3,500 characters) * El empleador hará las siguientes deducciones del salario del trabajador: FICA, Medicare e impuestos sobre la renta según lo exige la ley (A diferencia de los trabajadores estadounidenses, los trabajadores H-2A extranjeros no están sujetos a deducciones de impuestos sobre la nómina para FICA, Medicare o retenciones federales); dinero anticipos y reembolso de préstamos; devolución del pago en exceso del salario al trabajador; cargos telefónicos de larga distancia; recuperación de cualquier pérdida para el empleador debido al daño del trabajador, más allá del uso y desgaste normal, o la pérdida de equipo o artículos de vivienda donde está demuestra que el trabajador es responsable. No se realizará ninguna deducción no exigida por la ley que reduzca los ingresos por hora del trabajador por debajo el más alto entre el salario mínimo federal y el salario mínimo estatal.			