OMB Approval: 1205-0466
Expiration Date: 11/30/2025

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

A. Job Offer Information

1. Job Title * Hand Harvester

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	118	118	3. First Date * 9/25/2023	4. Last Date * 4/15/2024

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. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *(an entry is required for each box below)* *

36	**a. Total Hours**	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 2 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 14 . 33	☑ HOUR ☐ MONTH	$ 01 . 50	See Addendum A

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * ☑ Yes ☐ N/A

10. Frequency of Pay: * ☑ Weekly ☐ Biweekly ☐ 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

H-2A Case Number: H-300-23195-189005 Case Status: Full Certification Determination Date: 07/28/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. * 3

3. Training: number of months required. * 0

4. Basic Job Requirements (check all that apply) §

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☐ d. Drug screen
☑ e. Lifting requirement 60 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☐ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? * ☐ Yes ☑ 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)*

Must Have the ability to withstand extended hours in direct sunlight, moderate rain, and temperatures ranging from 28 degrees- 102 degrees Fahrenheit while performing job duties. Must be able to follow simple instructions. Must be able to repeatedly and continuously lift and carry 60 pounds for minimal distances.

C. Place of Employment Information

1. Place of Employment Address/Location *
3829 S Forbes Rd.

2. City *	3. State *	4. Postal Code *	5. County *
Dover	Florida	33527	Hillsborough

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? * ☑ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *
3841 Bethlehem Rd.

2. City *	3. State *	4. Postal Code *	5. County *
Dover	Florida	33527	Hillsborough

6. Type of Housing *(check only one)* *
☑ Employer-provided (including mobile or range) ☐ Rental or public

7. Total Units * 24

8. Total Occupancy * 107

9. Identify the entity that determined the housing met all applicable standards: *
☑ Local authority ☐ SWA ☑ Other State authority ☐ Federal authority ☐ Other (specify): _____

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
NONE

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ N/A

E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Employer will furnish free and convenient cooking and kitchen facilities in housing so workers may prepare their own meals. Employers will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries.

2. The employer: *	☑ **WILL NOT** charge workers for meals.		
	❑ **WILL** charge each worker for meals at	**$** _____ . ____	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

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.)

Workers inbound transportation and related daily subsistence will be provided by the employer. Inbound transportation will be provided to the workers via common motor carrier from the consulate city to the workers place of employment. The employer will provide or reimburse for any overnight lodging required during the inbound transportation from the place of recruitment to the place of employment (continued on Add 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	**$** 15 . 46	per day *
	b. no more than	**$** 59 . 00	per day with receipts

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.)

All applicants will be referred to their nearest Career Source Center and all job advertisements will be completed in accordance with the instructions from the National Processing Center. Applicants are encouraged to apply for the job at the closest career center to them. Employer will be available for telephone interviews 8 am to 12 pm, July 13, 2023 to January 5, 2024, Monday through Friday. After contacting their nearest Career Source Center, applicants can contact Agri Crew, LLC. at (813) 946-8222 for an application and to schedule a telephone interview. All applicants must fill out an application for Agri Crew, LLC. as well as interview with a manager or supervisor from the company.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (813) 930-7832	N/A	agricrew@berryboss.com

5. 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

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

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

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

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

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

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

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

   A. *Transportation to Place of Employment (Inbound*)

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

   B. Transportation from Place of Employment (Outbound)

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

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

   The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

   C. Daily Transportation

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

   D. Compliance with Transportation Standards

   Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

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

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

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

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

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

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

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

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

    If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

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

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

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

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable

to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

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

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

    A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (*e.g.*, email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

    If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

    B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

    C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).

    D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).

    E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

    F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

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

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Young	Adam	M
4. Title *		
Managing Member		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	7/20/2023

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	General Farm Labor/ Field and Crop Maintenance	$ 14 . 33	Hour	
	Melon Planting	$ 14 . 33	Hour	
	Strawberry Planting	$ 14 . 33	Hour	
	Strawberry Harvesting	$ 14 . 33	Hour	Strawberry piece rate: $1.80-$4.00* per 8 by 1lb, 4 by 2lb, 2 by 4lb, or 12 by 1 pint. *Depending on crop cycles/yield and market value. Processing/juicing strawberry: $1.50 per tub (approx. 20lbs. Estimated hourly wage equivalent is $15.00. $14.33/hr guaranteed.
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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 §
Agri Crew LLC	3844 Bethlehem Rd. Dover , Florida 33527 HILLSBOROUGH		9/25/2023	4/15/2024	118
Agri Crew LLC	14600 Blackjack Rd. Dover, Florida 33527 HILLSBOROUGH		9/25/2023	4/15/2024	118
Agri Crew LLC	3685 Bethlehem Rd. Dover , Florida 33527 HILLSBOROUGH		9/25/2023	4/15/2024	118
Agri Crew LLC	1313 Sydney Washer Rd. Dover, Florida 33527 HILLSBOROUGH		9/25/2023	4/15/2024	118
Agri Crew LLC	5008 Sydney Rd. Plant City , Florida 33566 HILLSBOROUGH		9/25/2023	4/15/2024	118
Agri Crew LLC	1623 Sydney Washer Rd. Dover , Florida 33527 HILLSBOROUGH		9/25/2023	4/15/2024	118
Agri Crew LLC	14508 Walden Sheffield Rd Dover , Florida 33527 HILLSBOROUGH		9/25/2023	4/15/2024	118

D. Additional Housing Information

H-2A Agricultural Clearance Order
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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ☐ Rental or public accommodations	1483 Green Acres Loop Dover, Florida 33527 HILLSBOROUGH		6	24	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	410 N Saint Cloud Ave Valrico, Florida 33594 HILLSBOROUGH		1	10	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	2890 Nelson Ave Dover, Florida 33527 HILLSBOROUGH		2	24	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	14407 Downing St. Dover, Florida 33527 HILLSBOROUGH		2	24	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	2850 Starberry Lane Dover, Florida 33527 HILLSBOROUGH		2	17	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ☐ Rental or public accommodations	1950 Gallagher Rd. Dover, Florida 33527 HILLSBOROUGH		8	47	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	6721 Durant Rd. Dover, Florida 33527 HILLSBOROUGH		9	51	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	420 N Saint Cloud Ave Dover, Florida 33527 HILLSBOROUGH		15	92	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	3815 Sydney Farms Place Dover, Florida 33527 HILLSBOROUGH		17	137	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	14506 Walden Sheffield Rd. Dover, Florida 33527 HILLSBOROUGH		11	55	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ❑ Rental or public accommodations	14423 Downing St. Dover, Florida 33527 HILLSBOROUGH		3	24	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H-2A Case Number: H-300-23195-189005 Case Status: Full Certification Determination Date: 07/28/2023 Validity Period: _____ to _____

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*) *

Crops being planted and harvested: Strawberries, Melons, Squash, Cucumbers, Beans, and Peppers.
General Specifications and Physical Requirements of the Job: majority of the workday is spent on ones feet, constantly in movement, and outdoors. Workers are rarely in one place for any period of time. It is estimated that 10% growing and maintaining, and 90% harvesting and containerizing products. Workers must be able to stand, walk, sit, stoop, squat, kneel, crouch, bend (from the waist), push, pull, reach, lift and carry items weighing up to 60 pounds during the course of performing all required job specifications. All work is performed in outdoor agricultural fields and involves exposure to sun, wind, rain, soil, mud, dust, heat, cold and other natural elements. Worker must be able to withstand working in the direct sunlight, and
conditions ranging from hot and humid weather, moderate rain and cold while performing their required job duties. Workers should come prepared wearing appropriate clothing and footwear for the environmental and working conditions described. Work entails exposure to soil, plants, insects, fertilizers, pesticide residues, ect. Employer will comply with all worker protection standards and restrictions applicable to the use of pesticides and other chemicals. Workers are
required to comply with all applicable worker protections standards as communicated by supervisors and managers. Required posters will be placed at applications areas displaying date and time that re-entry is allowed. For the company to ensure the highest level of food safety within its operation, workers must be able to listen to, and follow verbal instruction by any farm manager and/or supervisors and understand the purpose of required posters that are in place. Employer will provide tools, equipment, harvest materials, protective clothing, where required to perform all job specifications at no cost to the worker. Workers with proper training can assist with use of harvest aid machinery. The reasonable repair or replacement cost of tools or equipment assigned to the worker may be deducted from the workers paycheck for willful damage or loss of such tool or equipment. All Company Employee Safety and Hygiene Policies, including Harvest Crew Hygiene, Employee Conduct, Food Safety and Security, must be followed by each worker. Employer will provide mandatory pesticide and Food Safety Training to employees that comply with all federal, state and local statues and regulations. Each hired worker will receive by the first day of work, a copy of the Employee Handbook outlining such policies and procedures. Worker is responsible to read thoroughly the information provided, and to seek assistance of a Farm Manager for questions or clarity. Daily job assignments will be made by, and at the sole discretion of supervisors, managers or farmer as the progression of the growing season dictates. Workers must perform the assigned work as described, and work at the assigned locations. Workers may not switch work at company locations without specific authorization of their supervisor or manager. At the direction of the manager and/or supervisor workers may be reassigned to different farm locations within the company at various times of the work day and/or on different days. Workers will perform all job specifications as instructed by the manager or crew supervisor. Duties may vary from time to time and may include all of the following job specifications:

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Taxes, if applicable, under Federal, State and local law from U.S. workers, FICA taxes, FUTA taxes, Federal income tax withholding, advances, willful destruction of property, Other (Cash advance repayment if applicable; worker will be assigned a pick card- if lost a fee of $10 will be charged for replacement cards; Agri Crew, LLC. may, through reasonable deductions that do not bring the worker's wages below the FLSA minimum wage, recoup the cost until obligated, by regulation, to fully reimburse the workers when 50 percent of the contract period has elapsed.)

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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 (*up to 3,500 characters*) *

The employer will offer transportation at no cost to the worker occupying company housing, to and from the job site each work day. The use of this transportation is voluntary and workers are free to use their own method of transportation; no worker will be required to utilize the transportation offered by the employer. Workers who participate in employer provided transportation are required to follow the safe practice guidelines outlined below. (See Addendum C)

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 - Inbound/Outbound Transportation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The employer will reimburse subsistence at the rate of no less than $15.46 and no more than $59.00 per 24-hour period of travel from the place of recruitment to the place of employment. The employer will not provide advance subsistence from place of recruitment to place of employment. Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were provided and paid for by the employer. Upon completion of the work contract, employer will either provide transportation and subsistence or pay reasonable costs of return transportation and subsistence (at the rate of no less than $15.46 and no more than $59.00 per 24 hour period of travel) from the place of employment to the place of recruitment, except for when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, in which case the employer will only pay for the transportation and subsistence to the next job. The amount of the transportation will be equal to the most economical and reasonable common carrier for the distance involved. All employer provided transportation will comply with applicable Federal, State and local regulations. IAW DOL Regulations 655.122(h)(4) In case of emergency, breakdown or accident: Remain calm and follow instructions given to you by the driver or the supervisor.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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 - Transportation Safety Guidelines

3. Details of Material Term or Condition (*up to 3,500 characters*) *

These practices ensure the safety of the worker and other passengers.
Transportation Safety:
a. No smoking
b. Do not attempt to change seats or stand while bus is in motion
c. Do not distract or disturb the driver while bus is in motion
d. Drivers will adhere to proper loading restrictions, so not to exceed the weight capacity allowable for the company vehicles
e. No transporting alcoholic beverages
f. Always keep your head, hands and arms inside the bus
g. Throwing objects inside or outside of the bus is not permitted
h. Always follow the bus driver?s instructions
i. Keep the aisle of the bus clear at all times
j. Drivers have to ability to report any and all employee violations or refusal to follow guidelines directly to the Farm Manager

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Cont

3. Details of Material Term or Condition (*up to 3,500 characters*) *

General Farm Labor (Including field preparation and maintenance): Tasks the worker must be able to perform include: apply plastic mulch by machine or by hand; remove debris from bed to clean growing areas; finish row ends with shovels provided by employer; assist in pest controls; install culverts and ground cover for field drainage; remove and reinstall sprinklers during bed preparation, unload plants from trucks and move plants to planting location; plant crops as directed, re-plant missing or unhealthy plants as directed; remove or pull up plants in preparation for next crop; remove blossoms (de-blossom) to improve fruit quality; remove debris, boxes, and discarded fruit from fields to keep growing areas clean;
general farm maintenance; basic irrigation maintenance; clean and maintain equipment and tools, assist in applications of fertilizers and/or pesticides; frost control of sprinklers. During the harvesting season, workers may be asked to perform general field up keep which can include but not limited to: marking and make planting holes by hand or with equipment provided by the farm, plant plugs and seeds for crops as directed by supervisor; weeding or pruning plants or remove runners from plants.
Strawberry Harvest: Each worker will be assigned a badge for identification and for keeping track of picks throughout the day. Workers will move down to the assigned rows picking all ripe berries, grading berries in the field, taking care to sort and fill containers by size, shape, color, quality and quantity as directed by the supervisor while harvesting. Each worker must pick the plants clean of all ripe fruit, sort and place all good berries into specified containers within the box, according to quality standards set forth in the company food safety policy and standard operation procedures. Remove all damaged or rotten produce from the plant- bad berries will be disposed of as determined by the supervisor. Each worker shall handle berries carefully to avoid bruising. Each harvesting worker is expected to move with the crew from row to row to maintain the efficiency level. Upon completion of each box picked, the worker will take his/her completed box to the crate shed to be viewed for grade, palletized and receive credit on picking card. Any containers that are over or under filled will be returned to the worker for reworking. Upon competition of the assigned row, the worker will move to the next vacant row to be picked. Harvester will receive disciplinary notice if harvest quality continues to be an issue. Workers must pick at least seven (7) boxes per hour.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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 Cont. (Sanitation Requirements)

3. Details of Material Term or Condition (*up to 3,500 characters*) *

For food and general safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when working in agricultural crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water at the start of any work day, after using the bathroom and before reentering the fields after break periods. All workers must immediately report all injuries and illnesses disease or illness. Workers shall report immediately any cuts or abrasions that cause open bleeding. No tobacco, food, gum, candy, drink (other than water) or medication is allowed while working in the field. No jewelry, watches or fingernails longer than 1/8" are allowed. No open toe shoes or sandals are permitted.Glass bottles, drinking glasses, or any item made from glass are prohibited in the field. Improper hygiene will not be tolerated. Throw the used bathroom tissue into the toilet every time, then flush the toilet. Keep restrooms, rest areas and portable facilities in the field clean for others. Our typical work schedule is six (6) hours per day, Monday through Saturday, however the worker may be requested but not required to work additional hours per day and the Sabbath and/or federal holidays and Sunday, depending upon the conditions of the crop, weather, maturity of the crop and market conditions. All workers will be required to take at least a 30 minute lunch period in order to rest and eat their noon meal.

h. Job Offer Information 8

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation continued

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Agricrew will provide transportation at no cost to all workers from the offsite housing locations listed to and from the worksites by bus daily. The employer currently operates 7 buses, ranging from 43 to 56 passengers for daily transportation all vehicles are authorized for use under a vaild FLC registration. The type and seating capacity for each bus are as follows:1994 International 3800(44 seats),1994 International 3800 (44 seats), 2003 Blue Bird All American (56 seats),1995 International 3800 (43 seats), 2004 Blue Bird All American (46 seats),2005 International 3800 (56 seats), 2010 Blue Bird All American (44 seats).

For Public Burden Statement, see the Instructions for Form ETA-790/790A.