



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

A. Job Offer Information

1. Job Title * General Farm Labor / Harvesting							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		459	459	3. First Date * 4/16/2024	4. Last Date * 6/1/2024		
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) *						7. Hourly Work Schedule *	
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday
						a. 7 : 00	☒ AM ☐ PM
						b. 1 : 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 . 77		☒ HOUR ☐ MONTH		\$ 40 . 00		per bus divided into 10 workers = \$4.00 per bus (18,000 Lbs. an average of 1200 Watermelons) for cutters (10 workers per group 4 trucks per hour) Average pay per hour per worker \$16.00. Guaranteed \$14.77/hr.	
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							

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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 <u>months</u> required. *	0
3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §	
☒ a. Certification/license requirements	☒ f. Exposure to extreme temperatures
☐ b. Driver requirements	☒ g. Extensive pushing or pulling
☒ c. Criminal background check	☒ h. Extensive sitting or walking
☒ d. Drug screen	☒ i. Frequent stooping or bending over
☒ e. Lifting requirement <u>80</u> lbs.	☒ 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) Criminal background check will be conducted post-hire and will be at employer's expense. Pre-employment drug testing will be at employer's expense and is conducted after hire for any ex-felons or sex offenders. Not all 459 workers require drivers license. Employer will be asking for volunteer drivers.	

C. Place of Employment Information

1. Place of Employment Address/Location *			
23216 US HWY 27			
2. City *	3. State *	4. Postal Code *	5. County *
MOORE HAVEN	Florida	33935	Glades
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 *			
23120 Dolly St			
2. City *	3. State *	4. Postal Code *	5. County *
LABELLE	Florida	33935	Glades
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		3	14
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) *			
Workers will stay here starting on 04/16/2023.			
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

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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.)

The employer will provide a free and convenient cooking facility and kitchen (including utensils) that will enable the workers to prepare their own meals. 23120 Dolly St, Labelle, FL 33935 , 23006 SW Fay St. Labelle, FL 33935 and 16641 - 21699 NW 214th Cir, Okeechobee, FL 34972 The employer will provide three meals per day (breakfast, lunch, dinner) and will be charged the workers up to \$15.88 per day. subject to change with publication of new rates by the USDOL Office of Foreign Labor Certification in the Federal Register. 6525 US 27, Sebring, FL 33870 - Hotel Free transportation in an approved vehicle will be provided at least once each week for workers to purchase food and the grocery store

2. The employer: *

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 15 . 88 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.)

Free transportation will be provided from the housing to the work site and return to housing each day

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 \$ 15 . 88 per day *

b. no more than \$ 59 . 00 per day with receipts

G. Referral and Hiring Instructions



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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.)

R & R Harvesting, Inc: Referral and Hiring Instructions: Apply for the job opportunity at the order holding office (DEO) nearest career center for referral. Interstate applicants should contact their nearest career center (also known as American Job Centers) for referral. Telephone or in person interview of referred workers will be accepted from 10 a.m. to 4 p.m. Eastern, Monday - Thursday@ 863-674-0601, ask for Rosa Martinez. Resumes and applications can be faxed to 863-674-0881. For referrals from beyond normal commuting distance, an application may be sent to the employer or a telephone interview may be requested. Prior to referral each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employments noted in the Job Order and should be available to work in any one of the listed job activities at the discretion of the employer. Applicants must be 18 years or older. Workers should bring with them original documentation of identity and eligibility documents (original documentation), sufficient to complete the I -9 form. A copy of the work contract or a copy of the ETA 790 in lieu in lieu of a work contract, and any modification, will be provided to the worker on the day the work commences.

2. Telephone Number to Apply * +1 (863) 674-0601	3. Extension \$ N/A	4. Email Address to Apply * harvestingrr@gmail.com
5. 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:

- 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.
- 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).
- 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.
- 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).
- 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).



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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 655.122(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).



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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

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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)(3)(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 §
REYES	SANTIAGO	
4. Title *		
President		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/29/2024
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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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 / Estimated Hourly Rate / Special Pay Information
FLL	MELON / LOADERS	\$ 100 . 00	Piece Rate	per bus divide into 10 workers =\$10.00 per bus (18,000 Lbs. an average of 1200 Watermelons) 10 workers per group 2 trucks per hour) Average pay per hour per worker \$20.00. Guaranteed \$14.77/hr.
FLC	MELONS / CUTTTTERS	\$ 40 . 00	Piece Rate	per bus divided into 10 workers =\$4.00 per bus (18,000 Lbs. an average of 1200 Watermelons) for cutters (10 workers per group 4 trucks per hour) Average pay per hour per worker \$16.00. Guaranteed \$14.77/hr.
FLD	FLC DRIVER	\$ 14 . 77	Hour	FLC DRIVER
FLU	MELONS / UNLOADERS	\$ 55 . 00	Piece Rate	per bus divided into 11 workers =\$5.00 per bus (18,000 Lbs. an average of 1200 Watermelons) 11 workers per group 3 trucks per hour) Average pay per hour per worker \$15.00. Guaranteed \$14.77/hr.
FLS	MELONS / SORTING	\$ 14 . 77	Piece Rate	(18,000 Lbs. an average of 1200 Watermelons) for sorters (8) workers per group 4 trucks per hour) Average pay per hour per worker \$14.77. Guaranteed \$14.77 /hr
FLCL	MELONS/ CLEAN UP ,FORKLIFT,GROVE DUTIES	\$ 14 . 77	Hour	CLEAN UP & GROVE DUTIES, FORKLIFT
		\$.		
		\$.		
		\$.		
		\$.		

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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 §
MOORE HAVEN MELONS	27.7741650, 81.1767470 MOORE HAVEN , Florida 33471 GLADES		4/16/2024	6/1/2024	60
MOORE HAVEN MELONS	23216 US HWY 27 MOORE HAVEN , Florida 33471 GLADES		4/16/2024	6/1/2024	60
MOORE HAVEN MELONS	26.7786800 N, 81.2161200 W MOORE HAVEN, Florida 33471 GLADES		4/16/2024	6/1/2024	60
WG HAMIL, LLC	13305 US-98 Okeechobee, Florida 34972 OKEECHOBEE		4/16/2024	6/1/2024	60
WG HAMIL, LLC	25603 Micco Rd OKEECHOBEE, Florida 34972 OKEECHOBEE		4/16/2024	6/1/2024	60
KIDS CHOICE FRESH PRODUCE , INC	1768 NE BISHOP ST ARCADIA, Florida 34266 DESOTO		4/16/2024	6/1/2024	60
KIDS CHOICE FRESH PRODUCE , INC	27.307492, -81.757995 Brownville , Florida 34266 DESOTO		4/16/2024	6/1/2024	60
HENDERSON FARMS LLC	2208 STEVEN ROBERTS SPECIAL ZOLFO SPRINGS, Florida 33890 DESOTO		4/16/2024	6/1/2024	60
HENDERSON FARMS LLC	2300 Griffin Rd, Wauchula, FL 33873 ZOLFO SPRINGS, Florida 33890 DESOTO		4/16/2024	6/1/2024	60
HENDERSON FARMS LLC	5351 Tom Bryan Rd, , FL Zolfo Springs, Florida 33890 HARDEE		4/16/2024	6/1/2024	60

D. Additional Housing Information

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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 §
HENDERSON FARMS LLC	178 Kelly Roberts Rd, , FL Zolfo Springs, Florida 33890 HARDEE		4/16/2024	6/1/2024	60
HENDERSON FARMS LLC	5375 Rhynn Rd Wauchula, Florida 33873 HARDEE		4/16/2024	6/1/2024	60
HENDERSON FARMS LLC	3638 Steve Roberts Special Zolfo Springs, Florida 33890 HARDEE		4/16/2024	6/1/2024	60
Double Diamond Produce, LLC	901 NW NINTH ST BELLE GLADE, Florida 33430 PALM BEACH		4/16/2024	6/1/2024	40
Double Diamond Produce, LLC	26.811289, -80.379702 INDIANTOWN , Florida 34956 MARTIN		4/16/2024	6/1/2024	40
R & R WAUCHULA FARMS,LLC	2004 CRESCENT AVE LABELLE, Florida 33935 GLADES		4/16/2024	6/1/2024	117
R & R WAUCHULA FARMS LLC	26.6422775, -81.533623 LABELLE, Florida 33935 HENDRY		4/16/2024	6/1/2024	117
R & R WAUCHULA FARMS LLC	27.465060, -81.024017 OKEECHOBEE, Florida 34972 OKEECHOBEE		4/16/2024	6/1/2024	117
R & R WAUCHULA FARMS,LLC	9225 NW 240TH ST OKEECHOBEE, Florida 34972 OKEECHOBEE		4/16/2024	6/1/2024	117
Cabbage Inc	551 BUCKHORN RD LORIDA, Florida 33857 HIGHLANDS		4/16/2024	6/1/2024	2

D. Additional Housing Information

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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 §
Jim Rash Inc	1130 Old Bartow Rd Lake Wales, Florida 33859 POLK		4/16/2024	6/1/2024	60
Jim Rash Inc	27.864595 N, 81.754074 W Bartow, Florida 33830 POLK		4/16/2024	6/1/2024	60
Jim Rash Inc	27.801820 N, 81.636000 W Fort Meade, FL , Florida 33841 POLK		4/16/2024	6/1/2024	60
Jim Rash Inc	Frostproof, FL Florida 33843 POLK		4/16/2024	6/1/2024	60
Jim Rash Inc	27.772010 N, 81.555210 W Frostproof, Florida 33843 POLK		4/16/2024	6/1/2024	60

D. Additional Housing Information



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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	23006 SW Fay Street LaBelle, Florida 33935 GLADES	Housing is for 9 workers . Each worker will have 1 bed each .	3	18	☒ Local authority ☐ SWA ☒ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☒ Rental or public accommodations	6525 US 27 Sebring, Florida 33870 HIGHLANDS	Using 372 beds	96	384	☒ Local authority ☐ SWA ☒ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	21641 NW 160th Dr Okeechobee, Florida 34972 OKEECHOBEE	Housing is for 64, each work will have one bed .	11	66	☒ 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.



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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 (<i>up to 3,500 characters</i>) * WATERMELON- Perform manual labor to hand cut watermelons. Use hand tools such as shears and knives. Duties also include cleaning, loading, and unloading harvested products, moving farm equipment and forklift driver . Grade and sort products according to factors such as color, species, length, width, appearance, feel and quality to ensure correct processing and usage. Discard inferior or defective products and/or foreign matter, and place acceptable products in containers for further processing. Weigh products or estimate their weight, visually or by feel. Place products in containers according to grade and mark grades on containers. Measure, weigh and count products and materials. Examine and inspect containers, materials and products to ensure that the packing specifications are met. Clean and maintain work areas. Must assist with all Good Agricultural Practice policies. Perform prolonged bending, reaching, and lifting up to 80 lbs. Grove Clean-up and duties: Workers may be required to perform miscellaneous grove clean-up work. These activities may included removing debris, boxes, discarded fruit from fields to clean growing area , pruning, painting trees, repair and or replace irrigation equipment , may maintain fence lines and moving farm equipment . Workers performing grove clean-up work will be paid the adverse effect wage rate, the prevailing rate minimum wage rate, the agreed upon collective bargaining wage or the Federal or State minimum wage which ever is higher, except where a special procedure is approved for an occupation or specific class of agricultural employment.. A copy of the work contract or a copy of the ETA 790 in lieu of a work contract, and any modifications , will be provided to the worker on the day the work commences. Volunteer Bus drivers: will drive passenger bus a)Drivers are required to have a valid CDL class B driver's license with passenger endorsement to operate School buses. b) Must provide MVR with no points and accidents .c) Must pass Certification of road test.d) Valid DOT Medical certificate.e) Pre-Employment Drug and Alcohol testing and subject to random drug testing. f) Inquiry to Previous Employers: Safety Performance History Records Request .g) Insurance company must accept driver to hire CDL drivers. h)Drivers will be paid a hourly wage rate during the time of operating passenger buses, and during crop harvest activities an applicable piece rate.i)Drivers will assist service mechanics in servicing or repairing buses as needed and preform daily maintenance & safety checks.j) driver is required to have valid FLC card. The employer will be asking for volunteer drivers.			

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 (<i>up to 3,500 characters</i>) * Social Security Federal Tax State Tax Other (Specify) Advances Housing damages Seguridad Social Impuesto federal Impuesto estatal Otros (especificar) prestamos anticipados Danos a la vivienda			

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * R & R Harvesting will pay for both inbound and outbound charter transportation bus services and related daily subsistence will be provided by the employer or paid by the employer to the worker for reasonable costs incurred (e.g., advance payment or reimbursement) and identify the modes of transportation and any other mean of transportation to groups of workers, or permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical.			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring Instructions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * R & R Harvesting, Inc: Instrucciones de recomendacin y contratacin: Solicite la oportunidad de trabajo en el centro profesional ms cercano de la oficina de gestin de pedidos (DEO) para obtener referencias. Los solicitantes interestatales deben comunicarse con su centro profesional ms cercano (tambin conocido como American Job Centers) para obtener referencias. Se aceptarn entrevistas telefnicas o en persona con los trabajadores recomendados de 10 a. m. a 4 p. m. Este, de lunes a jueves al 863-674-0601, pregunte por Rosa Martnez. Los curriculums y solicitudes se pueden enviar por fax al 863-674-0881. Para referencias desde una distancia de viaje ms all de lo normal, se puede enviar una solicitud al empleador o se puede solicitar una entrevista telefnica. Antes de la recomendacin, cada trabajador debe leer o hacer que se les lea una copia de la Oferta de Trabajo y comprender todos los trminos y condiciones de empleo como se indica en la orden. Tambin se debe informar a todos los trabajadores que se espera que trabajen durante el periodo total de empleos indicado en la Orden de trabajo y que deben estar disponibles para trabajar en cualquiera de las actividades laborales enumeradas a discrecin del empleador. Los solicitantes deben tener 18 aos. o mayor. Los trabajadores deben traer consigo documentacin original de identidad y documentos de elegibilidad (documentacin original), suficiente para completar el formulario I-9. Se proporcionar al trabajador una copia del contrato de trabajo o una copia del ETA 790 en lugar de un contrato de trabajo, y cualquier modificacin, el da que comience el trabajo.			

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

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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 (<i>up to 3,500 characters</i>) * R & R Harvesting pagar los servicios de transporte chrter tanto de entrada como de salida y el empleador proporcionar la subsistencia diaria relacionada o el empleador la pagar al trabajador por los costos razonables incurridos (por ejemplo, pago por adelantado o reembolso) e identificar los modos de transporte y cualquier otro medio de transporte a grupos de trabajadores, o permitir a los trabajadores seleccionar cualquier medio de transporte que elijan y reembolsarles a los trabajadores no menos que el ms econmico.			

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 Continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 9 buses capacity 45 each and 1 bus capacity 55 . R & R harvesting plans to transport workers to and from work site in 10 buses owned by R & R Harvesting, Inc and authorized by Farm Labor Contractor Certificate Of Registration . Daily transportation will be at no cost to workers is available to workers who do not reside in employer-provided housing. R & R assurance transportation meets the requirements of applicable Federal, State and local laws and regulations and continuous coverage throughout the entire contract.			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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 (<i>up to 3,500 characters</i>) * 9 autobuses con capacidad para 45 plazas cada uno y 1 autobs con capacidad para 55 plazas. R & R Harvesting planea transportar a los trabajadores hacia y desde el lugar de trabajo en 10 autobuses propiedad de R & R Harvesting, Inc y autorizados por el Certificado de registro del contratista de mano de obra agrcola. El transporte diario ser gratuito para los trabajadores y est disponible para los trabajadores que no residen en viviendas proporcionadas por el empleador. El transporte con garanta de R & R cumple con los requisitos de las leyes y regulaciones federales, estatales y locales aplicables y tiene una cobertura continua durante todo el contrato.			

h. Job Offer Information 8

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * El empleador proporcionar instalaciones de cocina y cocina (incluidos utensilios) gratuitas y convenientes que permitirn a los trabajadores preparar sus propias comidas. 23120 Dolly St, Labelle, FL 33935, 23006 SW Fay St.Labelle, FL 33935 y 16641 - 21699 NW 214th Cir, Okeechobee, FL 34972 El empleador proporcionar tres comidas por da (desayuno, almuerzo, cena) y se les cobrar a los trabajadores hasta \$15.88 por da. Sujeto a cambios con la publicacin de nuevas tarifas por parte de la Oficina de Certificacin de Trabajo Extranjero del USDOL en el Registro Federal. 6525 US 27,Sebring,FL 33870 -Hotel Se proporcionar transporte gratuito en un vehculo aprobado al menos una vez por semana para que los trabajadores compren alimentos y vayan al supermercado.			

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