

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



A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crop							
2. Workers Needed *	a. Total 23	b. H-2A Workers 23	Period of Intended Employment				
			3. First Date * 11/1/2026	4. Last Date * 7/31/2027			
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 *	
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
						a. 7 : 30	☒ AM ☐ PM
						b. 1 : 30	☐ 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 \$	
\$ 15 . 00		☒ HOUR ☐ MONTH		\$ 00 . 00		Wage applicable to foreign H-2A workers is \$15.00 per hour. La tasa salarial aplicable a los trabajadores extranjeros H-2A es de \$15.00 por hora	
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): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) The employer will make the following deductions: Social Security tax and federal income tax withholding as required by Federal, State and local law, cash advances, over-payment of wages, and any other deductions expressly authorized by the worker in writing.							

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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. *		3. Training: number of <u>months</u> required. *	
1		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>100</u> lbs.		☒ j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
☐ Yes ☒ No			
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) This type of work, involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. The work requires a high level of physical conditioning			

C. Place of Employment Information

1. Place of Employment Address/Location *			
Water Hole Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Frostproof	Florida	33843	Polk County
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
Work site location may include nearby or adjacent fields.			
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 *			
109 E Jackson St			
2. City *	3. State *	4. Postal Code *	5. County *
Avon Park	Florida	33825	Highlands County
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		2	8
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) *			
See Addendum C			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			☒ Yes ☐ N/A



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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.)

Applicants should contact the nearest Career Center for preemployment screening before contacting the employer, workers that meet the criteria will be interviews via telephone. All referrals are to be made to Valentin Badillo (863) 873-5224 Monday to Friday 8:00 am to 5:00 pm. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and they understand all the terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work the offered hours in any one of the listed activities at the discretion of the employer.
The employer may offer the worker more than the specified hours of work on a single workday but 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.

2. Telephone Number to Apply *
+1 (863) 873-5224

3. Extension §
N/A

4. Email Address to Apply *
latinoharvesting@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

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 655.173. 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).



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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 * Badillo	2. First (given) name * Valentin	3. Middle initial §
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 * 8/31/2026
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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
027	General Field Maintenance/ Grove Caretaking	\$ 15 . 00	Hour	\$15.00/hr for US and H-2A workers. \$15.00 por hora a trabajadores EE.UU y H-2A.
001	Citrus Harvesting	\$ 01 . 00	Piece Rate	S. FL. Valencia Orange for juice. Estimated hourly wage rate equivalent for this piece rate is \$ 15.00/hr, based on workers harvesting 15 (90 pound) field boxes/hr on average. Guaranteed \$15.00/hr for US and H-2A workers. Naranja Valencia FL Sur para jugo. El equivalente de tarifa salarial por hora estimado para este pago a destajo es de \$ 15.00/hr, basado en un promedio de cosecha de 15 cajas de campo (de 90 libras)/hr por trabajador. \$15.00/hr garantizados para trabajadores EE.UU y H-2A
001	Citrus Harvesting	\$ 01 . 05	Piece Rate	C. FL Valencia for juice. \$1.05+ per field box. Estimated hourly wage rate equivalent for this piece rate is \$ 15.75 /hr, based on workers harvesting 15 (90 pound) field boxes/hr on average. Guaranteed \$15.00/hr for US and H-2A workers. Valencia FL Centro. para jugo. \$1.05+ por caja de campo. El equivalente de tarifa salarial por hora estimado para este pago a destajo es de \$ 15.75 /hr, basado en un promedio de cosecha de 15 cajas de campo (de 90 libras)/hr por trabajador. \$15.00 por trabajador
001	Citrus Harvesting	\$ 00 . 90	Piece Rate	S FL Early/Mid citrus for juice. \$0.90 Estimated hourly wage rate equivalent for this piece rate is \$15.30/hr, based on workers harvesting 17 (90 pound) field boxes/hr on average. Guaranteed \$15.00/hr for US and H-2A workers. Ctricos temprmedia FL sur para jugo. \$0.90 El equivalente de tarifa salarial por hora estimado para este pago a destajo es de \$ 15.30/hr, basado en un promedio de cosecha de 17 cajas de campo (de 90 libras)/hr por trabajador. \$15.00/hr garantizados a EE.UU y H-2A
001	Citrus Harvesting	\$ 01 . 00	Piece Rate	Central FL. Early/Mid for juice. Estimated hourly wage rate equivalent for this piece rate is \$ 15.00/hr, based on workers harvesting 15 (90 pound) field boxes/hr on average. Guaranteed \$15.00/hr for US and H-2A workers. Ctricos temprmedia FL Centro para jugo. El equivalente de tarifa salarial por hora estimado para este pago a destajo es de \$ 15.00/hr, basado en un promedio de cosecha de 15 cajas de campo (de 90 libras)/hr por trabajador. \$15.00/hr garantizados al EE.UU y H-2A.
009	Planting	\$ 15 . 00	Hour	\$15.00/hr for US and H-2A workers. \$15.00 por hora a trabajadores EE.UU y H-2A.
010	Citrus Packing	\$ 15 . 00	Hour	\$15.00/hr for US and H-2A workers. \$15.00 por hora a trabajadores EE.UU y H-2A.
		\$.		
		\$.		
		\$.		

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

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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 §
Peace River Packing Company	Murray RD Babson Park, Florida 33827 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Water Hole RD Frostproof, Florida 33843 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Doc Lindsey RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Fox Run CT Lake Wales, Florida 33898 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	7620 ABC Road Bartow, Florida 33830 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Trask RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Scenic HWY S Lake Wales, Florida 33898 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Ringdahl RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Scenic Hwy N bab, Florida 33827 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	2987 US 27 Lake Wales, Florida 33859 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23

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 §
Peace River Packing Company	School Bus Road Babson Park, Florida 33827 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	2800 Ute Avenue Lorida, Florida 33857 HIGHLANDS COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Hugh Varn RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Lake Hendry RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	2475 Black Rd Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Serenity DR Bartow, Florida 33830 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Lake Buffum RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	5570 Summers RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Ann King RD Babson Park, Florida 33827 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Albritton RD Bartow, Florida 33830 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23

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 §
Peace River Packing Company	5711 Oak Manor Ave Sebring, Florida 33852 HIGHLANDS COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Summers RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	4400 US Hwy 98 E Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	80 Foot RD Bartow, Florida 33830 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Old Avon Park RD Frostproof, Florida 33843 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	15025 Arbuckle Creek Road Sebring, Florida 33870 HIGHLANDS COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Buffum Church RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	500 Cambria Road Venus, Florida 33960 HIGHLANDS COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	9762 E State Road 64 Zolfo Springs, Florida 33890 HARDEE COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	9885 Lake Hendry RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23

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 §
Peace River Packing Company	C C Flood RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Mammoth Grove RD Lake Wales, Florida 33898 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	J Jackson RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Avon Park Cutoff RD Fort Meade, Florida 33841 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	Tower BLVD Lake Wales, Florida 33898 POLK COUNTY	Work site location may include nearby or adjacent fields.	11/1/2026	7/31/2027	23
Peace River Packing Company	2020 US-17 Bartow, Florida 33830 POLK COUNTY		11/1/2026	7/31/2027	23

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	103 E Adams St. Avon Park, Florida 33825 HIGHLANDS COUNTY	Employer-owned. The employer will provide housing, without charge to the worker. Employer may deduct the reasonable cost of negligent damage to lodging facilities after damage has occurred and after gaining the employee's written authorization to make the deduction. Workers should maintain housing in a clean manner. Family Housing is not available and is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.	1	6	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	815 (A)(B) W Pleasant St. Avon Park, Florida 33825 HIGHLANDS COUNTY	Employer-owned. The employer will provide housing, without charge to the worker. Employer may deduct the reasonable cost of negligent damage to lodging facilities after damage has occurred and after gaining the employee's written authorization to make the deduction. Workers should maintain housing in a clean manner. Family Housing is not available and is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.	2	12	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	106 E Adams St. Avon Park, Florida 33825 HIGHLANDS COUNTY	Employer-owned. The employer will provide housing, without charge to the worker. Employer may deduct the reasonable cost of negligent damage to lodging facilities after damage has occurred and after gaining the employee's written authorization to make the deduction. Workers should maintain housing in a clean manner. Family Housing is not available and is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.	1	8	☐ 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>) * Workers will perform assigned duties as described in this clearance order. Citrus Harvesting: Harvesting citrus fruit by hand under supervisor's instructions. The worker will place a picking sack over their shoulder and carry an 18' to 20' ladder from the field truck to the particular area of the grove to be harvested. The picking sack is a canvas bag equipped with a shoulder strap for support, an opening for the insertion of fruit, and an opening to remove fruit. A fully loaded sack weighs between approximately 80 and 100 pounds, depending upon the size, condition, and variety of fruit. Worker positions the ladder against the tree and within reach of the fruit in a secure, leaning position, taking care not to break limbs, damage the tree, knock off fruit, or interfere with other workers, ensuring a secure position to prevent slipping or falling. Worker will remove fruit from the tree by hand and place it into the picking sack. When the picking sack is full, the worker will transport the full sack to the designated fruit tub or bin. Planting Citrus Trees: By hand under supervisor's instructions, planting a tree at a tree space where a tree has been removed (resetting). The worker will clear weeds if needed and dig a hole 3 feet on each side of the removed tree space in line with the other trees in the row. The hole must be approximately 14 inches deep and 5 inches round. Soil removed from the hole must be placed evenly around the perimeter. Worker will evenly sprinkle 1 pound of young tree fertilizer on the soil around the hole, remove the young tree from the citrus pot over the hole, and place the tree in the hole at ground level so the potting mix is even with the surrounding ground. Worker will use their hands to pack the soil mixed with fertilizer firmly around the tree, water the tree roots with 1 gallon or more of water, and place additional soil around the tree roots after watering. Worker will notch the bottom of a plastic pot and slip it over the newly planted tree to act as a sprout inhibitor and tree protector. Worker will properly place the micro-sprinkler between the newly planted trees in the reset space. Workers are expected to perform high-quality work, ensuring proper placement and proper tree planting techniques. General Field Caretaking: Assisting with tree treatments, removal of grove debris, assisting with basic irrigation line maintenance and repair, and general grove maintenance. Workers will remove weeds by use of a hoe/pickaxe from the walk-way and remove all weeds growing around plants by hand. Workers will remove weeds from the growing area by raking piles of debris and dispose of it as directed by the farm manager and/or crew supervisor. Citrus Packing and Packing House Care: Under supervisor instructions, workers will perform basic entry-level duties in the packing facility located on the farm premises. In accordance with applicable regulations, all packing activities involve agricultural products where more than 50% of the commodity processed is produced by the contracting fixed-site employer. Duties include manual sorting and grading of harvested citrus on moving conveyor belts by visual inspection, removing damaged, decay-marked, or off-spec fruit, and placing it into designated discard chutes or bins. Workers will manually wipe or clean fruit as needed, hand-pack graded citrus into cartons, boxes, or bags according to size and quality specifications, fold and assemble cardboard packing boxes, stamp or label packages, and stack packed boxes onto wooden pallets. Workers will keep packing lines, floors, and surrounding work areas clean, swept, and free of debris and fallen fruit.			

b. Job Offer Information 2

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer-owned. The employer will provide housing, without charge to the worker. Employer may deduct the reasonable cost of negligent damage to lodging facilities after damage has occurred and after gaining the employee's written authorization to make the deduction. Workers should maintain housing in a clean manner. Family Housing is not available and is not a prevailing practice in the area. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.			

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.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Para los trabajadores que residen en la vivienda del empleador, el empleador proporcionara transporte entre la vivienda y los lugares de trabajo y para mandados personales (por ejemplo, comestibles, servicios bancarios) en forma de autobuses entre la ubicacion de vivienda de los empleados hasta el lugar de trabajo real y el regreso al final de la jornada laboral sin costo para el trabajador. . El empleador tendra transporte gratuito disponible para los trabajadores que no residan en la vivienda del empleador, los trabajadores seran transportados al lugar de trabajo desde un lugar de trabajo diario designado y al final de la jornada laboral seran transportados de regreso al lugar de reporte. El lugar designado para el transporte diario sera la direccion en la seccion C..en la ETA Form 790. El tipo de vehiculo, la cantidad y la capacidad de asientos estan por definirse y pueden variar, pero pueden incluir cualquier combinacion de lo siguiente: Vehiculos que le pertenecen a Latino Harvesting, LLC,3 autobuses con capacidad para 48,48, y 36 pasajeros. Si la compensacion de los trabajadores se usa para cubrir el transporte en lugar del seguro del vehiculo, el empleador se asegurara de que la compensacion de los trabajadores cubra todos los viajes o que exista un seguro de vehiculos para brindar cobertura para los viajes no cubiertos por la compensacion de los trabajadores y debe tener seguro de danos a la propiedad. Todos los medios de transporte cumplan con todas las leyes y reglamentos federales, estatales y locales aplicables, de acuerdo con 20 CFR 655.122(h)(4).			

d. Job Offer Information 4

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>) * Employer will have free transportation available for workers not residing in the employers housing, workers will be transported to the work site from a designated daily job reporting site and at the end of the work day they will be transported back to the reporting site. The designated daily job reporting location is the worksite located on Section C. of ETA Form 790. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: Vehicles belong to Latino Harvesting, LLC, 3 buses with capacity for 48,48, and 36 passengers each. If workers' compensation is used to cover transportation in lieu of vehicle insurance, the employer will ensure that workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation and it must have property damage insurance. All means of transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR 655.122(h)(4).			

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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Part 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * General Farm Maintenance and Other Activities: When primary planting or harvesting work is temporarily unavailable due to weather conditions, crop conditions, operational needs, or other lawful business reasons, workers may be assigned miscellaneous incidental duties directly related to the agricultural operation. These duties will not replace or substantially reduce the availability of primary agricultural work. Such duties may include general clean-up of the worksite, farm property, and agricultural structures; weeding, trimming, digging, cutting, topping, and removal of weeds, vines, debris, and trash from fields and fence lines; routine installation and removal of plastic mulch and irrigation drip tape; and basic irrigation maintenance and minor repair. Field sanitation activities may include cleaning, disinfecting, maintaining, and performing minor upkeep to harvest buckets, bins, trailers, hand tools, and similar agricultural equipment. Workers may also assist with the routine cleaning, washing, and minor non-mechanical upkeep of farm vehicles and equipment. Workers may be required to assist with the basic cleaning and routine upkeep of employer-provided housing and common-use facilities, limited to minor, basic tasks necessary to maintain safe, sanitary, and healthy living conditions. Workers must be able to perform strenuous manual labor outdoors for extended periods in varying weather conditions, including heat, cold, humidity, wind, and rain, for the total hours offered in the work contract. Duties require physical strength and stamina to walk, bend, stoop, kneel, lift, carry, reach, and stand for prolonged periods. Workers must possess sufficient manual dexterity to repetitively and efficiently use their hands and arms while maintaining a continuous workflow. The employer will provide, at no cost to the worker, all tools, supplies, equipment, and personal protective equipment required to perform the assigned duties. Consistent with applicable law, the employer may recover the reasonable cost of repairing or replacing tools or equipment damaged through a worker's willful misconduct or gross negligence, provided any such deduction is authorized in writing by the employee after the damage occurs and does not reduce the AEWR or any applicable minimum wage requirement. At the employer's sole discretion, workers may receive compensation above the offered wage rate based on individual performance, productivity, tenure, or other lawful factors. Such discretionary increases do not create additional minimum qualifications for employment and do not modify the terms and conditions of employment stated in this clearance order.			

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 Part 3
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * When production needs require, the employer may offer hours in excess of the daily or weekly schedule stated in the ETA-790, there is a possibility that available work hours will be in excess of 20% of the hours offered but they are not guaranteed. These additional hours are strictly voluntary and not guaranteed; no worker is required to work beyond the contracted hours, on federal holidays, or on their Sabbath, and no worker will be penalized for declining such work. Due to the nature of agriculture, workers should expect occasional periods of little or no work due to weather, crop maturity, or other conditions beyond the employer's control. These periods may occur at any time throughout the season. In the event of a worker-requested leave of absence during periods of available work, all missed hours will be deducted from the actual hours worked but will be credited as "hours offered" toward the fulfillment of the three-quarter guarantee. Workers are responsible for providing their own suitable work clothing. The employer will provide a written copy of the work contract—consisting of the certified ETA Form 790/790A and any approved modifications, or a separate written agreement—at no cost to each worker in a language they understand, ensuring disclosure occurs no later than the time of visa application for those requiring a visa, the time of the job offer for those not requiring a visa or transferring from a subsequent H-2A employer, and no later than the first day of work for those in corresponding employment; furthermore, the employer and its agents are strictly prohibited from holding or confiscating a worker's passport, visa, or other government-issued identification, and all documentation evidencing the provision of these contracts will be maintained in accordance with federal recordkeeping requirements.			

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

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 1
3. Details of Material Term or Condition (up to 3,500 characters) * Los trabajadores realizaran las tareas asignadas segun se describe en esta orden de trabajo. Cosecha de citricos: Cosecha de frutos citricos a mano bajo las instrucciones del supervisor. El trabajador se colocara un saco de recoleccion sobre el hombro y llevara una escalera de 18 a 20 pies desde el camion de campo hasta el area particular de la huerta que se va a cosechar. El saco de recoleccion es una bolsa de lona equipada con una correa para el hombro como soporte, una abertura para introducir la fruta y una abertura para sacar la fruta. Un saco completamente lleno pesa entre 80 y 100 libras aproximadamente, dependiendo del tamano, la condicion y la variedad de la fruta. El trabajador colocara la escalera contra el arbol y al alcance de la fruta en una posicion inclinada y segura, teniendo cuidado de no romper ramas, danar el arbol, tirar fruta ni interferir con otros trabajadores, asegurando una posicion firme para evitar resbalones o caidas. El trabajador retirara la fruta del arbol a mano y la colocara en el saco de recoleccion. Cuando el saco de recoleccion este lleno, el trabajador transportara el saco lleno hasta la tina o contenedor de fruta designado. Plantacion de arboles citricos: A mano bajo las instrucciones del supervisor, plantar un arbol en el espacio de un arbol donde se haya retirado otro (replantacion). El trabajador limpiara la maleza si es necesario y cavara un hoyo de 3 pies a cada lado del espacio del arbol retirado en linea con los otros arboles de la hilera. El hoyo debe tener aproximadamente 14 pulgadas de profundidad y 5 pulgadas de diametro. La tierra extraida del hoyo debe colocarse uniformemente alrededor del perimetro. El trabajador rociara uniformemente 1 libra de fertilizante para arboles jovenes sobre la tierra alrededor del hoyo, retirara el arbol joven de la maceta sobre el hoyo y colocara el arbol en el hoyo al nivel del suelo para que la mezcla de tierra quede al mismo nivel que el suelo circundante. El trabajador usara sus manos para compactar firmemente la tierra mezclada con fertilizante alrededor del arbol, regara las raices del arbol con 1 gallon o mas de agua y colocara tierra adicional alrededor de las raices del arbol despues de regar. El trabajador le hara una muesca en el fondo a una maceta de plastico y la deslizará sobre el arbol recién plantado para que actúe como inhibidor de brotes y protector del arbol. El trabajador colocara correctamente el microaspersor entre los arboles recién plantados en el espacio replantado. Se espera que los trabajadores realicen un trabajo de alta calidad, asegurando una colocacion adecuada y tecnicas correctas de plantacion de arboles. Cuidado general del campo: Asistir con los tratamientos de los arboles, remocion de escombros de la huerta, asistir con el mantenimiento y reparacion basica de las lineas de riego, y mantenimiento general de la huerta. Los trabajadores eliminaran las malas hierbas mediante el uso de un azadon/pico del pasillo y quitaran a mano todas las malas hierbas que crezcan alrededor de las plantas. Los trabajadores eliminaran las malas hierbas del area de cultivo amontonando los residuos con un rastrillo y los desecharan segun lo ordene el administrador de la finca y/o el supervisor de la cuadrilla.			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 3
3. Details of Material Term or Condition (up to 3,500 characters) * Los trabajadores deben ser capaces de realizar trabajo manual pesado al aire libre durante periodos prolongados bajo diversas condiciones climaticas, incluyendo calor, frio, humedad, viento y lluvia, durante el total de horas ofrecidas en el contrato de trabajo. Las tareas requieren fuerza fisica y resistencia para caminar, doblarse, inclinarse, arrodillarse, levantar, cargar, alcanzarse y estar de pie durante periodos prolongados. Los trabajadores deben poseer suficiente destreza manual para usar sus manos y brazos de manera repetitiva y eficiente mientras mantienen un flujo de trabajo continuo. El empleador proporcionara, sin costo alguno para el trabajador, todas las herramientas, suministros, equipos y equipo de proteccion personal requeridos para realizar las tareas asignadas. De acuerdo con la ley aplicable, el empleador podra recuperar el costo razonable de reparar o reemplazar herramientas o equipos danados por conducta dolosa o negligencia grave de un trabajador, siempre que dicha deduccion sea autorizada por escrito por el empleado despues de que ocurra el dano y no reduzca la tarifa salarial AEWR o cualquier requisito de salario minimo aplicable. A discrecion exclusiva del empleador, los trabajadores pueden recibir compensacion por encima de la tarifa salarial ofrecida segun el desempeno individual, la productividad, la antigüedad u otros factores legitimos. Dichos aumentos discrecionales no crean calificaciones minimas adicionales para el empleo ni modifican los terminos y condiciones de empleo establecidos en esta orden de trabajo. Cuando las necesidades de produccion lo requieran, el empleador podra ofrecer horas en exceso del horario diario o semanal establecido en el ETA-790,, existe la posibilidad de que las horas disponibles de trabajo excedan un 20 por ciento de las horas ofrecidas, pero no estan garantizadas,. Estas horas adicionales son estrictamente voluntarias y no estan garantizadas; no se requiere que ningun trabajador labore mas alla de las horas contratadas, en dias festivos federales o en su dia de descanso religioso, y ningun trabajador sera penalizado por rechazar dicho trabajo. Debido a la naturaleza de la agricultura, los trabajadores deben esperar periodos ocasionales de poco o ningun trabajo debido al clima, la madurez de la cosecha u otras condiciones fuera del control del empleador. Estos periodos pueden ocurrir en cualquier momento durante la temporada. En caso de que un trabajador solicite un permiso de ausencia durante periodos de trabajo disponible, todas las horas perdidas se deduciran de las horas reales trabajadas, pero se contarán como "horas ofrecidas" para el cumplimiento de la garantia de las tres cuartas partes. Los trabajadores son responsables de proporcionar su propia ropa de trabajo adecuada.			

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i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 4
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * El empleador proporcionara una copia por escrito del contrato de trabajo—que consiste en la forma certificada ETA 790/790A y cualquier modificacion aprobada, o un acuerdo por escrito por separado—sin costo alguno para cada trabajador en un idioma que entienda, asegurando que la entrega ocurra a mas tardar al momento de la solicitud de la visa para aquellos que la requieran, al momento de la oferta de trabajo para aquellos que no requieran visa o que se transfieran de un empleador H-2A posterior, y a mas tardar el primer dia de trabajo para aquellos en empleo correspondiente; ademas, el empleador y sus agentes tienen estrictamente prohibido retener o confiscar el pasaporte, la visa u otra identificacion emitida por el gobierno de un trabajador, y toda la documentacion que demuestre la entrega de estos contratos se mantendra de acuerdo con los requisitos federales de mantenimiento de registros.			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Part 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Empaque de citricos y cuidado de la empacadora: Bajo las instrucciones del supervisor, los trabajadores realizaran tareas basicas de nivel de entrada en la instalacion de empaque ubicada dentro de la propiedad de la granja. De conformidad con las regulaciones aplicables, todas las actividades de empaque involucran productos agricolas donde mas del 50% de la mercanca procesada es producida por el empleador contratante con sitio fijo. Las tareas incluyen la clasificacion manual de los citricos cosechados en bandas transportadoras en movimiento mediante inspeccion visual, eliminando la fruta danada, con marcas de podredumbre o fuera de las especificaciones, y colocandola en los conductos o contenedores de desecho designados. Los trabajadores limpiaran la fruta a mano segun sea necesario, empacaran a mano los citricos clasificados en cartones, cajas o bolsas segun las especificaciones de tamaño y calidad, doblaran y armaran cajas de carton, sellaran o etiquetaran paquetes y apilaran las cajas empacadas en tarimas de madera. Los trabajadores mantendran las lineas de empaque, pisos y areas de trabajo circundantes limpias, barridas y libres de escombros y fruta caida. Mantenimiento general de la finca y otras actividades: Cuando el trabajo principal de plantacion o cosecha no este disponible temporalmente debido a condiciones climaticas, condiciones del cultivo, necesidades operativas u otras razones comerciales legitimas, se les podra asignar a los trabajadores tareas imprevistas secundarias directamente relacionadas con la operacion agricola. Estas tareas no reemplazaran ni reduiran sustancialmente la disponibilidad del trabajo agricola principal. Dichas tareas pueden incluir la limpieza general del lugar de trabajo, la propiedad de la finca y las estructuras agricolas; deshierbar, recortar, cavar, cortar, desmochar y eliminar malas hierbas, enredaderas, escombros y basura de los campos y lineas de cercas; instalacion y remocion de rutina de cubierta plastica (mulch) y cinta de goteo de riego; y mantenimiento basico y reparaciones menores del sistema de riego. Las actividades de saneamiento del campo pueden incluir la limpieza, desinfeccion, mantenimiento y retoques menores de las cubetas de cosecha, contenedores, remolques, herramientas de mano y equipos agricolas similares. Los trabajadores tambien pueden ayudar con la limpieza de rutina, lavado y mantenimiento menor no mecanico de los vehiculos y equipos de la finca. Se les podra requerir a los trabajadores que ayuden con la limpieza basica y el mantenimiento de rutina de las viviendas proporcionadas por el empleador y las instalaciones de uso comun, limitandose a tareas basicas y menores necesarias para mantener condiciones de vida seguras, sanitarias y saludables.			

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k. Job Offer Information 11

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Los solicitantes deben comunicarse con el Centro de Carreras mas cercano para una evaluacion previa al empleo antes de comunicarse con el empleador; los trabajadores que cumplan con los criterios seran entrevistados por telefono. Todas las referencias deben hacerse a Valentin Badillo (863) 873-5224 de lunes a viernes de 8:00 am a 5:00 pm. Antes de la recomendacin, cada trabajador debe leer o hacer que le lean una copia de la Oferta de Trabajo y comprender todos los terminos y condiciones de empleo como se indica en la orden. Tambien se debe informar a todos los trabajadores que se espera que trabajen durante el periodo total de empleo como se indica en la Oferta de Trabajo y que deben estar disponibles para trabajar las horas ofrecidas en cualquiera de las actividades enumeradas a discrecion del empleador. El empleador puede ofrecer al trabajador mas horas que las especificadas para un dia laboral, pero no se le exigira que trabaje mas que la cantidad de horas especificadas en la orden de trabajo para un dia laboral, o en el sabado o feriado federal del trabajador.			

l. Job Offer Information 12

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
The inbound transportation will be reimbursed on the basis of no less than the most economical and reasonable charges for the distance involved. For outbound, If the worker completes the work contract period, or is terminated without cause, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract has agreed to pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer is not required to provide or pay for such expenses. The employer will provide or pay for a charter bus services for inbound and outbound.			

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m. Job Offer Information 13

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Para los trabajadores contratados ms all de la distancia de viaje normal, despues de completar el 50 por ciento del periodo del contrato de trabajo, el empleador reembolsar al trabajador los costos incurridos por el trabajador por el transporte y la subsistencia diaria, segn lo exigen las regulaciones del DOL, desde el lugar desde el cual El trabajador ha venido a trabajar para el empleador al lugar de empleo. El transporte entrante ser reembolsado sobre la base de no menos que los cargos ms econmicos y razonables por la distancia involucrada. Para transporte de salida, si el trabajador completa el periodo del contrato de trabajo, o es despedido sin causa, el empleador proporcionar o pagar el transporte y la subsistencia diaria del trabajador desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo intermedio, vino a trabajar para el empleador, o, si el trabajador ha contratado a un empleador posterior que no ha acordado en ese contrato proporcionar o pagar el transporte de los trabajadores y los gastos de subsistencia diarios desde el lugar de trabajo de los empleadores hasta el lugar de trabajo de dichos empleadores, el empleador proporcionar o pagar tales gastos; excepto que, si el trabajador ha contratado un empleo con un empleador posterior que, en ese contrato, ha acordado pagar el transporte de los trabajadores y los gastos diarios de subsistencia desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador no est obligado a proporcionar o pagar para tales gastos. El empleador proporcionar o pagar un servicio de autobs chrter para el trabajo de entrada y salida.			

n. Job Offer Information 14

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * La vivienda proporcionada por el empleador incluye instalaciones de cocina gratuitas y convenientes con equipos, electrodomesticos, accesorios de cocina y lavaplatos apropiados para la preparacion de comidas. Tambien proporcionara transporte una vez por semana para ir a las tiendas y lavar la ropa.			

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o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Este tipo de trabajo implica condiciones de trabajo que requieren una resistencia tremenda, un alto nivel de actividad fisica en condiciones de frio o calor extremo bajo la luz solar directa y en condiciones climaticas adversas como la lluvia. El trabajo requiere un alto nivel de acondicionamiento fisico.			

p. Job Offer Information 16

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * El empleador realizar las siguientes deducciones: retencin del impuesto a la Seguridad Social y del impuesto federal sobre la renta, segn lo exijan las leyes federales, estatales y locales, adelantos en efectivo, pago excesivo de salarios y cualquier otra deduccin expresamente autorizada por el trabajador por escrito.			

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