



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

A. Job Offer Information

1. Job Title * Farmworker							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	396	396	3. First Date * 11/1/2026	4. Last Date * 5/6/2027			
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 : 00 ☒ 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 . 50		Rainbird Stripping. Estimated hourly wage equivalent for this piece rate is \$15.00/hour based on workers stripping 30 pipe rows/hr. Guaranteed \$15.00/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): <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.) 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>100</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) Jobs are offered working on a fruit farm handling manual and mechanized tasks associated with commodity production. Workers must be able to perform manual and mechanized tasks with accuracy and efficiency. Saturday work required. Must be able to lift/carry 100 lbs. Employer-paid pre-employment and post-hire drug testing required. Criminal background check required.	

C. Place of Employment Information

1. Place of Employment Address/Location *			
4410 Roebuck Road			
2. City *	3. State *	4. Postal Code *	5. County *
Plant City	Florida	33567	Hillsborough County
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
All work is performed on the farm.			
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 *			
6111 & 6133 Pinetree Drive			
2. City *	3. State *	4. Postal Code *	5. County *
Ft. Meade	Florida	33841	Polk County
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		2	16
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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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *

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

Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. The employer: *

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

☒ **WILL** charge each worker for meals at \$ 16 . 78 per day, if meals are provided.

F. Transportation and Daily Subsistence

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

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

See Addendum C

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

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

Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-local workers, employer arranges/provides inbound transportation via common carrier mode of transportation (e.g., bus or plane) and reimburses workers for daily subsistence and reasonable lodging costs, if applicable. Use of employer-offered transportation is voluntary.

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 \$ 16 . 78 per day *

b. no more than \$ 68 . 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.)

Employer accepts referrals and applicants from all sources. Interview required. Employer's agent conducts interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in-person. Contact Employer's agent Monday through Friday during the hours of 9:00 AM - 5:00 PM ET. If unavailable, contact employer directly during the hours of 9:00 AM - 5:00 PM ET.

Employer Agent:

MAS Labor H2A, LLC

(434) 260-8833

referrals@maslabor.com

Referring State Workforce Agency (SWA) responsible for informing applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact employer or employers agent to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

To be eligible for employment, applicants must:

1. Be able, willing, and available to perform the specified job duties for the duration of the contract period;
2. Have been apprised of all material terms and conditions of employment;
3. Agree to abide by all material terms and conditions of employment;
4. Be legally authorized to work in the United States; AND
5. Satisfy all minimum job requirements.

2. Telephone Number to Apply *

N/A

3. Extension §

N/A

4. Email Address to Apply *

esalazar@overlookharvesting.com

5. Website Address (URL) to Apply *

www.overlookharvesting.com

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No

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

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

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

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

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

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

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

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



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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 * Bentley	2. First (given) name * Raymond	3. Middle initial § O.
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 * 9/3/2026
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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
	Strawberry Harvesting	\$ 02 00	Piece Rate	(\$2.00-\$6.00) per 8x1, 4x2 and 2x4 clam shell (approx. 8lb) & 12x1 open pint flat (approx. 12lb). Estimated hourly wage rate equivalent for this piece rate is \$15/hr based on workers averaging 6 flats/hr at \$2.50 flat rate. Guaranteed \$15.00/hr.
	Harvesting Processing/Juicing Strawberries	\$ 02 00	Piece Rate	per bucket (approx. 20lb). Estimated hourly wage rate equivalent for this piece rate is \$15.00/hr based on workers processing/juicing 7.55 buckets/hr. at \$2 flat rate. Guaranteed \$15.00/hr.
	Blueberry Harvesting	\$ 04 00	Piece Rate	per 1-gallon bucket. Estimated hourly wage rate equivalent for this piece rate is \$15/hr based on workers harvesting 3.75 buckets/hr. Guaranteed \$15.00/hr.
	Blueberry Field Pack	\$ 00 70	Piece Rate	per pound. Estimated hourly wage rate equivalent for this piece rate is \$15.40/hr based on workers packing 22LBS per hour. Guaranteed \$15.00/hr.
	Strawberry Runner Cutting	\$ 00 50	Piece Rate	(\$0.50 - \$0.75) per rainbird spacing. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hr based on workers cutting 30 rainbird spaces/hour. Guaranteed \$15.00/hr.
	Plastic Pulling	\$ 00 32	Piece Rate	per pipe row. Estimated hourly wage rate equivalent for this piece rate is \$15.36/hour based on workers pulling 48 pipe rows/hour. Guaranteed \$15.00/hr.
	Strawberry Planting	\$ 12 00	Piece Rate	per 1,000 plants. The average worker can plant 1,300 plants per hours, resulting in an estimated hourly wage rate of \$15.60/hour. Guaranteed \$15.00/hr.
	Eggplant Harvesting	\$ 01 00	Piece Rate	per bucket. Worker dumps into bins. Or when packed into 1 and 1/9 bushel boxes rate is \$0.75 per bushel. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting fifteen (15) buckets per hour Guaranteed \$15.00/hr.
	Pepper Harvesting	\$ 01 50	Piece Rate	per bushel \$1.50-\$3.00 per 1 1/9 bushel depending on variety (sweet and hot peppers). Guaranteed \$15.00/hr.
	Vegetable Harvesting – Poblano	\$ 01 00	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting fifteen (15) buckets per hour. Guaranteed \$15.00/hr.

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
	Vegetable Harvesting - Tomatillo pepper	\$ 01 75	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.75/hour based on workers harvesting nine (9) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting – Habanero	\$ 02 00	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$16.00/hour based on workers harvesting eight (8) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting - Finger Hot/ Chile Dedo	\$ 02 50	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting six (6) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting - Cherry Hot	\$ 02 50	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting six (6) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting - Long Hot/ Chili Chicote	\$ 01 00	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting fifteen (15) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting - Bell Pepper	\$ 01 00	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting fifteen (15) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting - Mini Sweet	\$ 02 50	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting six (6) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting - Cubanelle/ Chili Cubanele	\$ 00 75	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting twenty (20) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting - Serrano Pepper	\$ 03 00	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting five (5) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting - Baby Bell/ Bellafina	\$ 01 50	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting ten (10) buckets per hour. Guaranteed \$15.00/hr.

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
	Vegetable Harvesting - Hungarian Wax/ Banana	\$ 01 . 00	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting fifteen (15) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting - Anaheim Pepper	\$ 01 . 00	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting fifteen (15) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting - Jalapeno Pepper	\$ 01 . 75	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.75/hour based on workers harvesting nine (9) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting - Red Fresno	\$ 02 . 50	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting six (6) buckets per hour. Guaranteed \$15.00/hr.
	Vegetable Harvesting – Eggplant	\$ 01 . 00	Piece Rate	per bucket. Estimated hourly wage rate equivalent for this piece rate is \$15.00/hour based on workers harvesting fifteen (15) buckets per hour. Guaranteed \$15.00/hr.
	Field Walking	\$ 15 . 00	Hour	Walk up and down for quality control purposes. Based on the AEWR of \$15.00/hr. Guaranteed \$15.00/hr.
	Scanner Operator	\$ 15 . 00	Hour	Scanning worker flats as they are brought to harvesting cart/truck. Based on the AEWR of \$15.00/hr. Guaranteed \$15.00/hr.
	Quality Control	\$ 15 . 00	Hour	Workers may be asked to check flats for quality concerns as they are brought to the harvest cart. Based on the AEWR of \$15.00/hr. Guaranteed \$15.00/hr.
	Vegetables - Staking Peppers	\$ 15 . 00	Hour	Staking peppers. Based on the AEWR of \$15.00/hr. Guaranteed \$15.00/hr.
	Vegetables - Pepper Planting	\$ 15 . 00	Hour	Pepper planting. Based on the AEWR of \$15.00/hr. Guaranteed \$15.00/hr.

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
	Vegetables - Stringing Peppers	\$ 15 . 00	Hour	Stringing peppers. Based on the AEWR of \$15.00/hr. Guaranteed \$15.00/hr.
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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 §
5K Farm Enterprises	5732 East SR 60 Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
5K Farm Enterprises	5521 East SR 60 Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Gator Creek Berry Farm	444455 SR 62 Parrish, Florida 34219 MANATEE COUNTY		11/1/2026	5/6/2027	396
Gator Creek Berry Farm	815 Tanner Road Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Gator Creek Berry Farm	2015 Sydney Dover Road Dover, Florida 33527 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Gator Creek Berry Farm	4770 US Hwy 92 Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Gator Creek Berry Farm	5510 Glen Harwell Road Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Gator Creek Berry Farm	13314 Glen Harwell Road Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Gator Creek Berry Farm	2880 Dover Road Dover, Florida 33527 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
RS Farms Partnership	14800 McGrady Road Wimauma, Florida 33598 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396

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 §
PF Berry LLC	876 John Pearce Grade Road Venus, Florida 33960 HIGHLANDS COUNTY		11/1/2026	5/6/2027	396
FC Farms	4880 Hollingsworth Road Bartow, Florida 33830 POLK COUNTY		11/1/2026	5/6/2027	396
Camson Ranch	4030 Saffold Rd Wimauma, Florida 33598 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Camson Ranch	Taylor Gill Rd Lithia, Florida 33547 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Ranch	15542 West Lake Dr Wimauma, Florida 33598 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Ranch	35055 SR 62 Parrish, Florida 34219 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Ranch	14439 Sweat Loop Rd Wimauma, Florida 33598 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Ranch	9017 Hwy 674 Wimauma, Florida 33598 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Ranch	9419 Hwy 674 Wimauma, Florida 33598 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Ranch	26335 FL-62 Parrish, Florida 34219 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396

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 §
Astin Farms	3610 Holloway Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	1009 Holloway Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	3301 Sam Astin Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	3314 Sam Astin Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	1610 W Trapnell Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	3406 Sam Astin Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	905 Johnson Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	304 W Trapnell Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	3003 Daniel Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	701 Johnson Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396

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 §
Astin Farms	4713 James Redman Pkwy Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	107 Holloway Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	103 Karpe Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	Haynsworth Dr/SR Hwy 60 Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	4802 Mud Lake Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	4408 Mud Lake Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	1502 Ranchero Ln Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	4405 Mud Lake Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	4207 Mud Lake Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	4204 Heathcoe Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396

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 §
Astin Farms	4014 Drawdy Dr Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	4106 Drawdy Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	2121 W Trapnell Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	3602 Mud Lake Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	3931 Mud Lake Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	208 McDonald Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	5518 S County Rd 39 Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Astin Farms	707 Charlie Wiggins Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Shawn Pollard	3674 SR 64 East Zolfo Springs, Florida 33890 HARDEE COUNTY		11/1/2026	5/6/2027	396
Gutierrez Family Farms Corp.	444455 SR 62 Duette, Florida 34219 MANATEE COUNTY		11/1/2026	5/6/2027	396

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 §
A&E Farms Group Corp	2301 Millard Boyd Rd Plant City, Florida 33565 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Sweet Roots Family Farms	Millard Boyd Rd Plant City, Florida 33565 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
Sweet Roots Family Farms	4915 80 Foot Rd Bartow, Florida 33830 POLK COUNTY		11/1/2026	5/6/2027	396
Sweet Roots Family Farms	3108 S Forbes Rd Dover, Florida 33527 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396
A&E Farms Group Corp	3842 Lone Oak Rd Plant City, Florida 33567 HILLSBOROUGH COUNTY		11/1/2026	5/6/2027	396

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	63 Blackjack Avenue Frostproof, Florida 33843 POLK COUNTY	Baltazar Mejia! -	1	12	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other
☒ Employer-provided ☐ Rental or public accommodations	2337 US Hwy 98 & 2345 US Hwy 98 East Ft. Meade, Florida 33841 POLK COUNTY	Sanchez HW 98! -	3	26	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other
☒ Employer-provided ☐ Rental or public accommodations	119 Glenwood Ave Avon Park, Florida 33825 HIGHLANDS COUNTY	Christian Smith -	1	4	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other
☒ Employer-provided ☐ Rental or public accommodations	518 Main Street Wauchula, Florida 33873 HARDEE COUNTY	Alamo Main Street -	16	57	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other
☒ Employer-provided ☐ Rental or public accommodations	61 & 65 Blackjack Ave Frostproof, Florida 33483 POLK COUNTY	Liborio Mejia -	2	22	☐ 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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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	130-164, 176 Sweetwater Road Zolfo Springs, Florida 33890 HARDEE COUNTY	PFH Grove Holdings - 72 beds at 130 Sweetwater	19	169	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	206 Chesney Blvd Frostproof, Florida 33843 POLK COUNTY	Omar Trejo! -	1	10	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	111-207 Monroe Road Wahneta, Florida 33880 POLK COUNTY	Rifle Range Mobile! -	21	143	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	1210 East Gay Street Bartow, Florida 33830 POLK COUNTY	Cirilo Cati -	1	12	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	18 East Palmetto Street Avon Park, Florida 33825 HIGHLANDS COUNTY		1	7	☐ 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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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	1113 West Pleasant St. Avon Park, Florida 33825 HIGHLANDS COUNTY		1	20	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	1279 Locke St. Avon Park, Florida 33825 HIGHLANDS COUNTY		1	7	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	2151 Lakeview Dr. Sebring, Florida 33870 HIGHLANDS COUNTY		4	35	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	802 Gribble St. Avon Park, Florida 33825 HIGHLANDS COUNTY		1	6	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	831 Gribble St. Avon Park, Florida 33825 HIGHLANDS COUNTY		1	6	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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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	110 N Desoto Ave. Avon Park, Florida 33825 HIGHLANDS COUNTY		1	6	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	708 W Pleasant St Avon Park, Florida 33825 HIGHLANDS COUNTY		1	6	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	716 W Pleasant St Avon Park, Florida 33825 HIGHLANDS COUNTY		1	5	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	214 Frizzell Ave Avon Park, Florida 33825 HIGHLANDS COUNTY		1	6	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	200 Frizzell Ave Avon Park, Florida 33825 HIGHLANDS COUNTY		1	6	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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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	114 North Prospect Ave Avon Park, Florida 33825 HIGHLANDS COUNTY		1	5	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	1007A, 1009A, 1011A Peel St Avon Park, Florida 33825 HIGHLANDS COUNTY		3	18	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	415, 417, 419, 421, 423, 425, 427, 429, 431, 433 Lime St. Sebring, Florida 33870 HIGHLANDS COUNTY		10	40	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	125 South Holland Ave Bartow, Florida 33830 POLK COUNTY	Josefina Cati! -	1	7	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	6177 Pinetree Drive Ft. Meade, Florida 33842 POLK COUNTY		1	6	☐ 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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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	6290 Pinewood Drive & 7855 Lake Henry Road Ft. Meade, Florida 33841 POLK COUNTY		2	22	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	136 & 140 F Street Frostproof, Florida 33483 POLK COUNTY		2	16	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	123 Glenwood Ave Avon Park, Florida 33825 HIGHLANDS COUNTY		1	4	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	1013 W Peel St (B) & 1116 W Hall St (B) Avon Park, Florida 33825 HIGHLANDS COUNTY		2	10	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	1085 E Summerlin Ave Bartow, Florida 33830 POLK COUNTY		1	10	☐ 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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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	1040 East Gay Street Bartow, Florida 33830 POLK COUNTY		1	14	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * Multiple contract dates available. Alternative start date(s) include: 11/23/2026 (40 workers); 12/01/2026 (99 workers); 12/15/2026 (80 workers); 01/01/2027 (59 workers); 01/15/2027 (40 workers); 01/23/2027 (36 workers). The exact start date and/or number of workers may vary based on weather, crop conditions or other factors. Crops/Commodities: fruit including, but not limited to berries. Primary duties (performed the majority of workdays): Hand-Harvesting Raspberries: Each worker will be assigned a picking badge for identification to the workers employment number. The worker will keep the picking badge throughout the workday. Each worker must place a pre-printed numeric sticker to each box. The numeric sticker roll will be assigned to the worker by the supervisor. Workers will move down to the assigned rows picking all ripe berries, grading berries in the field while harvesting, taking care to sort by size, shape, color, quality, and quantity as directed by the supervisor. Each worker must pick the plants clean of all ripe fruit, sort all good berries into specified containers within the box, according to very high-quality standards set forth in the company food safety policy and standard operating procedures. Bad berries will be disposed of as determined the by the supervisor. Each worker shall handle berries carefully to avoid bruising. Bruising will weaken the berry. Each harvesting worker is expected to move with the crew from row to row to maintain the efficiency level. Upon completion of each box picked, the worker will take his/her completed box to the crate shed to be viewed for grade, palletized and receive credit on his/her picking badge. Upon completion of the assigned row, the worker will move to the next vacant row to be picked. Harvester may receive disciplinary notice if quality continues to be an issue. At the end of the workday, workers will keep picking badge for the next workday. Hand-Harvesting Strawberries: Each worker will be assigned a picking badge for identification to the workers employment number. The worker will keep the picking badge throughout the workday. Each worker must place a pre-printed numeric sticker to each box. The numeric sticker roll will be assigned to the worker by the supervisor. Workers will move down to the assigned rows picking all ripe berries, grading berries in the field while harvesting, taking care to sort by size, shape, color, quality, and quantity as directed by the supervisor. Each worker must pick the plants clean of all ripe fruit, sort all good berries into specified containers within the box, according to very high-quality standards set forth in the company food safety policy and standard operating procedures. Bad berries will be disposed of as determined the by the supervisor. Each worker shall handle berries carefully to avoid bruising. Bruising will weaken the berry. Each harvesting worker is expected to move with the crew from row to row to maintain the efficiency level. Upon completion of each box picked, the worker will take his/her completed box to the crate shed to be viewed for grade, palletized and receive credit on his/her picking badge. Upon completion of the assigned row, the worker will move to the next vacant row to be picked. Harvester may receive disciplinary notice if quality continues to be an issue. At the end of the workday, workers will keep picking badge for the next workday. Strap boxes together. Workers may be asked to do quality control. Hand-Harvesting Processing Strawberries: Each worker will be assigned a picking badge for identification to the workers employment number. The worker will keep the picking badge throughout the work day. As instructed by the supervisor, worker will move down picking all ripe strawberries and discarding any bad berries that show evidence of rot or insect damage.			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (up to 3,500 characters) * DEDUCTIONS. Employer makes all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of wage advances and/or loans, health insurance premiums, retirement plan contributions, and/or third-party payments or wage assignments for products or services furnished for the worker's benefit or convenience. All deductions comply with the Fair Labor Standards Act (FLSA) and applicable state law. Employer may deduct reasonable repair costs if the worker is found to be responsible for damage to housing beyond normal wear and tear. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence.			

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 *	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>) * Housing provided only to non-local workers residing outside normal commute distance. Separate bed / bathroom facilities provided for each gender. Workers must vacate unit promptly at the completion of tenancy (i.e. contract end date). A worker separating from employment prior to the end date must vacate no later than the end of the most current pay period, and employer may deduct prorated, fair market rent for any occupancy between the day following separation and the date worker vacates.			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer provides incidental transportation between worksites at no cost to workers. For workers residing in employer-provided housing, employer also provides free daily transportation to and from the worksite, and weekly transportation to closest town/city for personal errands (e.g., groceries, banking services). Exact transportation schedule varies depending on work location, work/weather conditions, and other factors, but shall occur within a reasonable time before/after workday begins/ends.			

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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 Continued 1
3. Details of Material Term or Condition (up to 3,500 characters) * Worker will be instructed by the supervisor to remove the cap of the strawberry with the aid of a slicing tool that is attached to the worker's picking cart. Worker will pick the berry, slide it across slicer to remove cap. Uncapped berry should go into harvesting bucket, weighing approximately 20 pounds, when full, buckets are then taken to crate shed at the end of the row and new bucket is obtained. At the end of the workday, workers will keep picking badge for the next work day. Hand Harvesting Juice Strawberries: Each worker will be assigned a picking badge for identification to the workers employment number. The worker will keep the picking badge throughout the work day. As instructed by the supervisor, worker will move down picking all ripe strawberries and discarding any bad berries that show evidence of rot or insect damage. Berry should go into harvesting bucket weighing approximately 20 pounds, when full. Buckets are then taken to crate shed at the end of the row and new bucket is obtained. At the end of the workday, workers will keep badge for the next work day. Cutting-trimming strawberry plants: Worker will walk down row as instructed and cut/trim runners, leaves and brooms, as directed from each strawberry plant as necessary. Strawberry Planting: While carrying a bag of strawberry plants, worker will walk down row, while bending, and place one or two plants into each hole in the plastic as instructed and firm dirt around plant. Strawberry Harvesting: Freeze Protection Activities: May assist regardless of time of day, in keeping overhead irrigation with birds free of ice during freezing weather. Drip-Tape Hook Up: Workers will be required to cut drip-tape at end of bed as instructed and hook up drip-tape to main water line. Plastic and Drip-tape Removal: Unhook drip-tape from main water line, walk down row while pulling plastic down the bed until it is completely removed. Take removed plastic to proper disposal or burning station, as instructed. Vegetables Harvesting: Following the supervisors instructions, workers will harvest, load, grade and pack various types of peppers. The worker will require use of hand tools such as shears and knives. This work can require standing, walking, stooping, bending and lifting up to 50 pounds for long periods of time outdoors in all weather conditions. It also included making important decisions based on size, coloring and ripeness according to prescribed standards. This work requires adherence to important food safety and quality standard operating procedures. Pepper Planting: The worker will be given several trays of pepper plants. They will walk down the row, placing a plant from the tray in each hole in the bed until the tray is empty. They will then get another full tray and continue planting until he has completed his row. They are then responsible for removing from the field the flats he just planted from. Bell Pepper Planting: The worker will be assigned a bag of plants. Worker will walk down the row, carrying the bag and place one or two plants into each hole in the plastic. Staking Pepper: The worker gets an armful of stakes from the field truck (approximately 30 stakes, ranging in length from 36 inches to 48 inches), then sticks stakes upright in the bed in each of the 2 lines of peppers on the bed every 6th plant. After they put stakes in the entire row he comes back with a stake hammer and drives them into the ground.			

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 Continued 2
3. Details of Material Term or Condition (up to 3,500 characters) * Stringing Pepper: The worker receives a box of twine and moves down the row circling twine around each stake on one side of the bed row. At the end of the row, the worker circles twine on the opposite side of the bed row on the second stake, making a full circle of each row. Twine is tied at the beginning and end of circled row. Pepper Harvesting: The worker will move down assigned row and pick proper size, shape and color of pepper, place into bucket. When full, take to field truck, received credit on his/her badge and obtain empty bucket. Squash Planting (Green, Yellow, and Summer): The worker will move down row planting two (2) seeds in each hole firmly packing dirt in hole. Eggplant Harvesting: The worker will move down assigned row and pick proper size, shape and color of eggplant, place into bucket. When full, take to field truck, receive credit on his/her badge and obtain empty bucket. Blueberry Harvesting: Each worker will be assigned a picking badge for identification and for clocking in and out during the workday. The worker will keep the picking badge throughout the workday. Each worker will be given 2-4 buckets. Workers will move down assigned rows picking all ripe berries, placing them in buckets. Once full, each bucket weights approximately 6 lbs. When buckets are filled, the worker will immediately carry the bucket to the picking wagon. At the picking wagon, workers will dump each filled bucket into a lug where the worker will sort through the harvested berries and remove any berries that do not meet the company's quality/food safety standards. Each lug will then be inspected by the workers supervisor to see if worker is following the companies operating procedures and quality control requirements. The worker will receive credit for the bucket picked once the Supervisor has inspected and approved the lug. Any lugs that are not approved by the Supervisor will be returned to the worker to be re-graded. Workers may also be required to field pack blueberries into clam shells at the picking wagon. Based upon work performance, advancement is a possibility. Harvester may receive disciplinary notice if quality continues to be an issue. At the end of the workday, workers will present their picking badge to the Supervisor to clock out and to get credit for the full amount of production that the worker picked during the day. Blueberry Farm Clean-Up: Workers will be required to perform miscellaneous blueberry farm clean-up work. These activities include pruning, repair and/or replace irrigation equipment, hoop/tunnel maintenance, plastic installation and removal, removal of debris and other general blueberry farm clean-up work as required. Blueberry Hand Labor Worker: The positions main objective is to be responsible in handing food products and following directions for proper cleanliness standards. Workers may be required to work at night. Weeding: Workers will walk down rows of planted crops using a garden hoe to remove weeds from growing around and within the plants. Care must be exercised as to not dig up or harm the adjacent vegetable plants. Worker must be able to walk, bend, kneel, stoop and stand for long periods of time and work at a steady and efficient pace. Workers will remove weeds by use of a hoe/pickaxe from the walk-way and remove all weeds growing around plants by hand.			

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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 Continued 3
3. Details of Material Term or Condition (up to 3,500 characters) * 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. Pull Plastic: With both hands grasp plastic and remove it from the plant bed. Put plastic in a refuse container. Repeat process. General Farm Labor: Some of the work required from the worker to be performed that is incidental to farming crops listed in this application may be described as performing and cultivation duties, planting strawberries, weeding or hoeing crops, cleaning, and racks, setting up and moving irrigation pipes and equipment. Tasks the worker must be able to perform include: apply mulch by row mulcher or by hand; apply ground cover to beds using machine or by hand; remove debris from bed preparation process to clean growing area; finish row ends with shovels provided by employer; unload plants by hand from trucks and move plants to planting location by hand; assist in pest controls; install culverts for field drainage; remove and reinstall sprinklers during bed preparation, re-plant missing or unhealthy plants as directed; remove or pull up strawberry plants in preparation for next crop; remove blossoms (de-blossom) to improve fruit quality; remove debris, boxes, and discarded fruit from fields to keep clean growing areas; general ranch maintenance; basic irrigation maintenance; make sandbags, clean and maintenance equipment and tools, assist in equipment cleaning, assist in applications by hand or tractor of fertilizers and or/pesticides; frost control of sprinklers, frost blanket coverings, or hoop coverings. May be necessary to assist in the use of farm equipment such as tractors, trucks, forklifts and harvest machinery, etc. Hand Laborer: For all tasks, worker must be able to: stand on feet for approximately 12 hours; bend, twist, stoop, and or perform other repetitive motions; lift up to 25 lbs. and follow all Food Safety Guidelines. Assemble boxes in an efficient, organized and logical manner as needed. Fold flat sheets of carboard into boxes. Stack boxes in organized manner. Sustain sufficient number of assembled boxes to keep up with demand as directed by supervisor. Maintain a clean work area by picking up, sweeping and discarding the small plastic and carboard pieces that fall from the boxes. Box size will be directed by supervisor. Place boxes on pallets. Efficiently secure finished product pallet with tape, corner boards, plastic banding, stretch wrap etc. For food and general safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when working in agricultural crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields. All workers must report all injuries and illnesses to their employer. As well as any communicable diseases such as but not limited to diarrhea, or any other infectious disease or illness. Workers shall report immediately any cuts or abrasions that cause open bleeding. No tobacco, food, gum, candy, drinks (other than water) or medication is allowed while working in the field. No jewelry, watches or fingernails longer than 1/8" are allowed. No open toe shoes or sandals are permitted. Glass bottles, drinking glasses, or any item made from glass are prohibited in the field. Improper hygiene will not be tolerated.			

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 Continued 4
3. Details of Material Term or Condition (up to 3,500 characters) * Keep the restrooms, rest areas and portable facilities in the field clean for others at all times. Employer will train workers. Training will include but is not limited to safety training and worker protection training videos. Training includes general discussion of job duties and policies. Training will take place at Orientation prior to working. Employees will be explained and have read to them the Job Order. The employer will answer any questions the workers may have. Must wear assigned personal protective equipment when required. Must report for work daily wearing work clothing and boots or other durable foot wear. Workers wearing clothing inappropriate for work will not be permitted to start work. Work is done for long periods of time and requires prolonged periods of standing and/or walking, repetitive movements, and frequent bending and/or stooping. Workers must be able to handle, lift, and carry heavy or bulky objects (product, containers) in accordance with the specified lifting requirements. Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non-passenger intended equipment unless instructed and authorized by the employer or supervisor to do so. NO cell phones, radios, CD players, MP3 players, or other electronic devices with headphones are permitted during work activity and/or while driving company vehicles. Employer requires all newly-hired employees to take and pass an employer-paid drug test before starting work. Drug test not required for prospective applicants prior to hiring decision. All testing is conducted uniformly after an initial job offer has been extended and accepted by the new hire. Workers testing positive will be immediately terminated and paid for all hours worked between the first date of employment and the date of termination, if any. In the case of a non-local or foreign worker who is terminated for failure to pass a drug test, the employer will arrange least-cost transportation to the worker's place of recruitment, at the worker's expense. Workers may not report for work while under the influence of alcohol or drugs. Employees that report for work, enter the employers' property or perform service while under the influence of or having used alcohol, marijuana, illegal controlled substances, or any other substance that may in any way adversely affect their alertness, coordination, reaction or safety may be subject to immediate termination. The possession or use of illegal drugs or marijuana, or alcohol consumption on company premises or housing is prohibited and may be cause for termination. Use, possession, transfer, offer, sale or manufacture of alcohol, marijuana and/or controlled substances strictly prohibited. All work sites are drug free work places. Employer requires all newly hired employees to take and pass an employer-paid background check. All background checks are conducted uniformly after an initial job offer has been extended and accepted by the new hire. Applicants found to have felony convictions (including, but not limited to assault, child molestation, sex or drug-related convictions) will be immediately terminated out of concern for general public safety, and paid for all hours worked between the first date of employment and the date of termination, if any.			

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

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 Continued 5
3. Details of Material Term or Condition (up to 3,500 characters) * In the case of a non-local worker who is terminated for cause resulting from findings of the background check, the employer will arrange least-cost transportation to the worker's place of recruitment, at the worker's expense. Workers who are properly licensed may be asked to drive a truck to move portable toilets from field to field and within the field. Workers may also be requested to drive food to the field. Supervisor(s) will provide instructions and directions to workers. Workers must be able to comprehend and follow instructions and communicate effectively to supervisors. Unusual, complex or non-routine activities will be supervised. Workers expected to perform basic duties in a proficient manner without close supervision. Workers are not permitted to have personal vehicles on any company premises, including housing or worksite locations, unless prior written permission is obtained. Daily transportation will be provided for all workers between company housing and worksite locations. Weekly transportation will be provided for all workers to the closest town/city for personal errands (e.g., groceries, banking services.) All workers will be required to take a one-half hour lunch period in order to rest and eat their lunch meal. The one-half hour lunch period must be a bona fide meal period. Bona fide meal periods are not work time. Bona fide meal period does not include coffee breaks or time for snacks. The employee must be completely relieved from duty for the purpose of eating regular meals. Ordinarily 30 minutes or more is long enough for a bona fide meal period. These are rest periods. In order for the employer to make a deduction from the workers pay for lunch, the worker must be taking bona fide meal periods. The employee is not relieved if he is required to perform any duties, whether active or inactive, while eating. Breaks of 10-15 minutes are not considered bona fide meal periods and are not allowed to be deducted from a workers hours in the field. Only breaks that are 30-minutes in length or longer may be deducted by the employer. Crew leaders will be performing regular inspections in the field to ensure that workers are taking bona fide lunch breaks. Employees who do not take the above described uninterrupted 30-minute lunch breaks are subject to disciplinary action by the employer. Workers are not permitted to take their lunch inside the field. Workers may, on a minor and incidental basis, be trained and/or onboarded off-premises as reasonably necessary to facilitate such training or onboarding. Job opportunity is Skill Level I. All primary duties are entry-level and require close supervision and/or a short demonstration of the task by a more experienced worker. Employer attests that it has sent (or will promptly send) original surety bond to CNPC. Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. Workers will have an unpaid lunch break.			

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 Continued 6
3. Details of Material Term or Condition (up to 3,500 characters) * TERMINATION. Through its new hire orientation, employer will share its expectations regarding your performance, its Work Rules, Progressive Discipline Policy, and other employer policies and procedures (collectively, "Policies") that will govern your seasonal employment. You are responsible for knowing the employer's Policies and for complying with them as a condition of your employment. Employer may terminate a worker's employment if the worker's performance repeatedly and/or substantially fails to satisfy the employer's reasonable performance expectations (in accordance with the criteria set forth herein), or otherwise engages in serious or egregious misconduct that endangers health or safety of others, or property. Following a reasonable investigation into alleged egregious conduct, workers who fail to cooperate in the investigation or who are found likely to have engaged in the alleged behavior that would be plainly illegal or that a reasonable person would understand as being unacceptable behavior (such as engaging in violence, drug or alcohol use on the job, or unlawful assault) is engaging in egregious conduct and such conduct shall be grounds for immediate termination from employment. In assessing whether workers' performance meets expectations necessary for continued employment, employer will evaluate multiple criteria, including whether the worker: (1) has complied with its Policies, Work Rules, Housing Rules and any other policies or procedures in its Employee Manual; (2) has complied with all health and safety guidelines, including the use of tools or equipment in accordance with best practices to protect the employer's property, crops, and in a manner that avoids injury or damage; (3) has treated employer's property (tools, equipment, crops, fixtures, etc.), with care and respect, avoiding damage or improper cleanliness or maintenance standards; (4) has timely and consistently followed verbal and written instructions communicated by supervisors, crew leaders, and management personnel; (5) has complied with the employer's quality control standards for ensuring a marketable product; (6) has met employer's attendance requirements by reporting to work at the time and place instructed, and remaining at work for the agreed-upon work hours, unless such absence was excused or the worker timely communicated and sought approval for any deviation from such schedule; (7) has consistently performed the duties assigned, in accordance with the manner instructed. Non-U.S. workers may be displaced as a result of one or more qualified U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises (including temporary housing) is prohibited and will be cause for immediate termination from employment without written warning. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate the employment of any worker for cause in accordance with applicable laws and regulations, and for violation of its Policies, Work Rule, Housing Rules and other terms of this job offer.			

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

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 7
3. Details of Material Term or Condition (up to 3,500 characters) * Any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large is subject to termination from employment. WORK RULES These Work Rules provide guidance regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Disciplinary measures may be applied for unreasonable worker conduct at the employer's discretion. However, employer will conduct a fair investigation into alleged conduct which may lead to worker termination, including providing notice to the worker, allowing his response to the allegations, and providing the worker with documentation regarding the completed investigation and imposed discipline. 1. Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property. 2. Workers must perform work carefully and in accordance with employer's verbal and written instructions. Workers violating Work Rules may be suspended without pay for the remainder of a workday and up to three days, depending on the degree of infraction, the worker's prior performance record, and other relevant factors. Employer may discontinue the worker's employment for subsequent offenses. 3. Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence of alcohol or illegal drugs. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in employer-provided housing. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including employer-provided housing. 4. Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Workers must report any absence from work by 7:00 AM. of their scheduled workday. 5. Workers must keep employer-provided housing and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in keeping common kitchen and living areas clean and free from trash. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them. 6. Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of employer notices, policies and/or posters. 7. Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning. Workers must close all doors and windows while using heat and during adverse weather conditions. 8. Workers assigned to bunk beds in employer-provided housing may not separate bunk beds. 9. Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing. 10. Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on common areas of housing. Workers must properly use trash and waste receptacles.			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 8
3. Details of Material Term or Condition (up to 3,500 characters) * 11. Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand-washing facilities, to obtain drinking water or to rest consistent with employer's heat stress prevention policy. 12. Workers may not sleep, waste time, or loiter during working hours. 13. Workers may not leave the field or other assigned work area without permission of employer or supervisor. 14. Workers and their guests may not enter another worker's assigned housing without authorization from the workers assigned to such housing. 15. Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time. 16. Workers may not entertain guests in employer-provided housing premises after 10:30 PM, except on Saturdays when guest hours end at 12:00 midnight. No persons, other than workers assigned by employer, may sleep in employer-provided housing. 17. Workers may not deliberately restrict production or damage products/commodities. 18. Workers may not in any way verbally or physically threaten other workers, the employer, supervisors, or members of the public, including with any tool or weapon. Workers who violate this rule will be subject to immediate termination at the employer's discretion. 19. Workers are prohibited from harassing others and engaging in abusive or egregious behavior of any kind. 20. Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule will be subject to immediate termination. 21. Workers are prohibited from carrying, possessing, or using any dangerous or deadly weapon. 22. Workers may not steal from other workers or from the employer. 23. Workers may not falsify identification, personnel, medical, production or other work-related records. 24. Workers may not drive any vehicles on employer's property without proper licensing, if required. 25. Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers. 26. Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer. 27. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer. 28. Workers may not misuse or remove from the farm premises without authorization any employer-owned property. 29. Workers may not accept personal gifts from employer's vendors or customers without employer's authorization. 30. Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor. 31. Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records. 32. Workers may not make long distance phone calls on the employer's phone without employer's explicit permission.			

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

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 9
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 33. Workers are only permitted to perform job duties at worksites disclosed on the application. Workers are not permitted to perform job duties for any grower or at any worksite not listed on the application. 34. Except as otherwise noted above or in cases involving egregious worker conduct, employees who violate any of these Work Rules may be disciplined according to the following schedule of progressive discipline, which are used to help the worker improve his or her performance and retain employment: First Offense: Verbal warning and correction (documented). Second Offense: Written warning and suspension for balance of workday (or longer). Third Offense: Immediate termination. For more serious violations of the Work Rules, workers may be suspended without pay during the period of any investigation. Workers will be asked to sign written fact statement NO COMPLETE, NO REHIRE POLICY: The employer has a No Complete, No Rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this job order will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice to the employer during the period covered by this job order will be disqualified from future employment opportunities. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with the employer. For workers who resign their employment voluntarily and with notice, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis in determining eligibility for rehire. Workers, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered eligible for exemption to the No Complete, No Rehire policy.			

n. Job Offer Information 14

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * If a worker receives a motor vehicle citation while driving an employer provided vehicle or equipment and he or she is at fault, the amount of the citation will be deducted from the employees' wages when expressly authorized by the worker in writing. No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. In accordance with 8 CFR 214.2(h)(5)(xi)(A) and 20 CFR § 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by prospective workers. Workers who are asked to pay or have been solicited to pay such a fee must inform the employer immediately at or prior to new hire orientation. Employer will investigate all claims of unauthorized payment of fees and take immediate remedial action as appropriate. FIRST TWO WEEKS' PAY. All applicants are required to provide employer a reliable method of being contacted by employer to confirm the initial date of need for this job offer. In the event that the initial date of need is delayed, employer will notify the applicant within ten (10) business days of the original date of need to identify the revised initial date of need. RAISES/BONUSES. To encourage good performance and retention of experienced workers, employer may offer workers raises and/or bonuses to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on non-discriminatory individualized factors. Employer will pay each worker by cash, check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is weekly. Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES. SCHEDULING CHANGES. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods may occur anytime throughout the season. Workers may be assigned a variety of duties in any given day and different tasks on different days. REASONABLE ACCOMMODATIONS. Qualified workers with disabilities must notify the employer of any accommodations needed to perform the job. Workers must be able to perform the job tasks required, with or without reasonable accommodations. A worker is not eligible for the job if the worker is not able to perform the job tasks even with the requested accommodation, or if the employer is not able to provide the accommodation because the accommodation would cause undue hardship on the operation of the business. NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * DEPARTURE ACKNOWLEDGEMENT. Employer will advise all H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the worker timely obtains a new job order or an extension of status. All job tasks are compensated at the hourly rate specified in the job order except for any specified piece rates and discretionary raises/bonuses. Piece rate compensation will be at or higher than the prevailing piece rate in the area of intended employment. When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum wage rate required by applicable law and shall not exceed the stated maximum piece-rate for each activity, if applicable. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate.			

p. Job Offer Information 16

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Use of employer-provided transportation is voluntary. Workers who decline or are ineligible for employer-provided housing are responsible for own transportation. Employer attests that it will have enough vehicles, with appropriate seating capacity, to transport all workers eligible for employer-provided transportation. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: bus (quantity: 78, seats per: 66). Pick-up time is approximately 6:45 AM, and drop-off time is approximately 2:00 PM. All vehicles are/will be authorized for use under employer's FLC Certificate of Registration. Travel distances vary by worksite. Vehicle safety standards at 29 CFR § 500.104 will apply to all vehicle classes in which round-trip travel in a workday is 75 miles or less. Vehicle safety standards at 29 CFR § 500.105 to the select classes of vehicle covered under such provision to the extent that round-trip travel exceeds 75 miles.			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
If workers decline employer-offered transportation, employer reimburses such workers reasonable travel costs (transportation, daily subsistence, and lodging if applicable), at least-cost economy-class rates, from the place worker departed to the employer's place of employment. Travel costs that bring workers' pay below the FLSA minimum wage reimbursed in first workweek; remainder of travel costs reimbursed upon completion of 50% of the contract period. Employer arranges/provides outbound travel via common carrier mode of transportation (e.g., bus or plane) to workers who complete the contract or are dismissed early without cause. Use of employer-provided transportation is voluntary. If workers decline employer-offered transportation, employer pays/reimburses such workers reasonable travel costs (transportation, daily subsistence, and lodging if applicable) at completion of contract, based on least-cost economy-class rates. No outbound travel benefits provided to workers who resign voluntarily, abandon employment, or are terminated for cause.			

r. Job Offer Information 18

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

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