



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	Period of Intended Employment				
	169	169	3. Begin Date * 4/24/2020		4. End Date * 12/31/2020		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
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. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>1</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) Workers must have a minimum of 1 months skill and experience in iceberg, romaine broccoli, cauliflower and strawberries, in order to safely and properly perform the tasks described. Driving Experience is preferred for workers to haul produce from fields to packing facilities. Must be able to understand work & safety instructions in English or Spanish, the languages spoken and written in the workplace. Workers will perform harvesting and processing romaine lettuce, Iceberg Lettuce, broccoli, broccoli florets/stalks and cauliflower and strawberries, Using a knife, workers cut vegetables away from the root, wrap product with plastic wrap or box the product according to specific boxing instructions. Work requires walking, bending and repetitive hand and wrist movement. Moderate to cold climate, should be prepared to dress appropriately. Workers will have a 50 lb Lifting requirement.							
8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer \$	8e. Piece Rate Units/Special Pay Information \$				
\$ <u>14</u> <u>77</u>	<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$ <u>01</u> <u>75</u>	Wrap 24's \$1.60 Per Box, Wrap 30's \$1.60 Per Box, Liner 24's \$1.30 Per Box, Liner 30's \$1.30 Per Box, 8x3 \$1.49 Per Box, Wrap 38's \$1.89 Per Box, 2x12 Double Headers \$1.53 Per Box, Romaine Liner 24's \$1.21 Per Box, Romaine 12x3 \$1.76 Per Box, Romaine 48's				
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <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.) Social Security Federal Tax State Tax Meals - \$12.46							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	1	3. Training: number of <u>months</u> required. *	1
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) *			
See Addendum C			

C. Place of Employment Information

1. Address/Location *			
Highway 101 North			
2. City *	3. State *	4. Postal Code *	5. County *
Greenfield	California	93927	Monterey
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
None			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
Traveler's Hotel 16 ½ E. Gabilan St, Salinas CA 93901			
2. City *	3. State *	4. Postal Code *	5. County *
Salinas	California	93901	Monterey
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Hotel		32	69
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
None			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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E. Provision of Meals

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> PGM Packing Has entered into a meal-service agreement with Javier Ortiz of "El Socio" to prepare and deliver/service of 252 hot and nutritious meals at appropriate intervals daily for 84 agricultural workers at Silver Saddle Hotel. And an additional 300 meals to 100 workers at Best 5 Motel. All meal and food services shall comply with all applicable Federal, State, and Local Laws and regulations. A copy of the Contract for Meal Services and appropriate attachments can be found in ETA 790 Attachments.</p>	
2. If meals are provided, the employer: *	<div><input type="checkbox"/> WILL NOT charge workers for such meals.</div> <div><input checked="" type="checkbox"/> WILL charge workers for such meals at \$ <u>12</u> . <u>46</u> per day per worker.</div>

F. Transportation and Daily Subsistence

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> Free transportation will be provided to workers between the employer-provided housing and the work site and back on a daily basis.</p>		
<p>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). * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> This employer will reimburse the workers for transportation subsistence expenses at least \$12.46 per 24-hour period of travel from the place of recruitment to the place of employment (if it is the prevailing practice.) (if receipts for expenses are not provided) as indicated in 20 CFR 655.122 (h) and CFR 20 655.173(a). If receipts are provided reimbursements will be made of up to \$55 per day. Continued on Addendum C.</p>		
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	\$ <u>12</u> . <u>46</u> per day *
	b. no more than	\$ <u>55</u> . <u>00</u> per day with receipts



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G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *

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

Applicants & referral agencies must contact the employer after having read and understood job offer. Contact to request more information and/or an application which can be completed in person, mailed or emailed to the employer. All applicants will be contracted within 48 hours when possible to continue application process. The next step will be to confirm the applicants eligibility for the job being offered. A hiring decision will then be made within 24 hours when possible and the applicant notified.

Workers are screened for eligibility based on the following criteria: Confirmation of receipt of full disclosure of all terms, conditions and nature of work by local employment staff, affirmative confirmation of legal eligibility to work in the United States. Criteria includes ability, availability, qualifications & willingness to perform work described and confirm intention to work the entire contract period. Local workers not living in employer housing will be required to confirm reliable transportation for the duration of the season. The employer may terminate any worker, foreign and/or domestic if consistent with any law, or the worker is believed to pose a danger or impair the living or working conditions of other workers. Such terminations would be reported to the State Agency or USCIS as required by program policy.

Those applicants qualified and hired for work must re-contact the employer contact, below, 5 days before the start date shown on page 1 of this job order to confirm their commitment to the job. Failure to do so will be considered a rejection of the job offer. Interviews will be conducted at little or no cost to the applicant.

2. Telephone Number to Apply *

+1 (928) 329-7548

3. Email Address to Apply *

pgmpackinginc@gmail.com

4. Website address (URL) to Apply *

N/A

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No



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

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

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

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

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

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

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

A. Transportation to Place of Employment (Inbound)

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

B. Transportation from Place of Employment (Outbound)

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



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

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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

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

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

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

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



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11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

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

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

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

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

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

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

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Garcia	Jose	L
4. Title *		
Owner/Operator		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		2/26/2020

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement (1205-0466)

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Strawberry	\$ 01 . 75	Piece Rate	\$1.75 per box
	Wrap 24's	\$ 01 . 60	Piece Rate	\$1.60 per box
	Wrap 30's	\$ 01 . 60	Piece Rate	\$1.60 per box
	Liner 24's	\$ 01 . 30	Piece Rate	\$1.30 per box
	Liner 30's	\$ 01 . 30	Piece Rate	\$1.30 per box
	8x3	\$ 01 . 49	Piece Rate	\$1.49 per box
	Wrap 38's	\$ 01 . 89	Piece Rate	\$1.89 per box
	2x12 Double Headers	\$ 01 . 53	Piece Rate	\$1.53 per box
	Romaine Liner 24's	\$ 01 . 21	Piece Rate	\$1.21 per box
	Romaine 12x3	\$ 01 . 76	Piece Rate	\$1.76 per box



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Romain 48's	\$ 01 . 86	Piece Rate	\$1.86 per box
	Romaine 7x6	\$ 01 . 90	Piece Rate	\$1.90 per box
	BIN-Fiber	\$ 16 . 00	Piece Rate	\$16.00 per box
	BIN-Plastic	\$ 16 . 00	Piece Rate	\$16.00 per box
	BIN	\$ 16 . 00	Piece Rate	\$16.00 per box
	Hearts and Heart Tote	\$ 00 . 12	Piece Rate	\$0.12 per pound
	Top & Tail Tote Machine	\$ 00 . 04	Piece Rate	\$0.04 per pound
	Top	\$ 00 . 35	Piece Rate	\$0.35 per pound
	Top & Tail Hand	\$ 00 . 55	Piece Rate	\$0.55 per pound
	Regular Romaine Tote	\$ 00 . 03	Piece Rate	\$0.03 per pound



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	RPC	\$ 00 . 03	Piece Rate	\$0.03 per pound
	Broccoli-Florets	\$ 00 . 07	Piece Rate	\$0.07 per pound
	Broccoli-Stalks	\$ 00 . 02	Piece Rate	\$0.02 per pound
	Cauliflower	\$ 00 . 04	Piece Rate	\$0.04 per pound
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		



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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 §
Bassetti Ranch 7	Elm Avenue Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169
Bassetti Ranch 8	Elm Avenue Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169
Bassetti Ranch 9	Espinosa Road Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169
Bassetti Ranch 10	Espinoza Road Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169
Bassetti Ranch 11 Domingos	2nd Street and Apple Avenue Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169
Bassetti Ranch 12	Underwood Road Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169
Bassetti Ranch 13	Espinosa Road Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169
Bassetti Ranch 14	Espinosa Road Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169
Bassetti Ranch 15	Underwood Road Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169
Bassetti Ranch 16	Paris Valley Road San Ardo, California 93450 MONTEREY		4/24/2020	12/31/2020	169

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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 §
Bassetti Ranch 17 Vanoli	Espinosa Road Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169
Azevido Ranch	214 Lewis Road Watsonville, California 95076 MONTEREY		4/24/2020	12/31/2020	169
Beach Ranch	Beach Road Southwest of San Andreas Road Watsonville, California 95076 MONTEREY		4/24/2020	12/31/2020	169
Capitanich Ranch	908 San Juan Road Watsonville, California 95076 MONTEREY		4/24/2020	12/31/2020	169
Connel Ranch	1247 San Juan Road Watsonville, California 95076 MONTEREY		4/24/2020	12/31/2020	169
Hutchings Ranch	1124 San Juan Road Watsonville, California 95076 MONTEREY		4/24/2020	12/31/2020	169
Sheahy Ranch	897 San Juan Road Watsonville, California 95076 MONTEREY		4/24/2020	12/31/2020	169
Connely Ranch	Encinal Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Home Ranch	1200 Old Stage Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Nixon Ranch	98 Zabala Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Wilson Ranch	98 Zabala Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Alisal Ranch	2143 Alisal Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Corey Ranch	555 River Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Cummings Ranch	2156 Alisal Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Cunha Ranch	384 Espinosa Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Gularte Ranch	655 El Camino Real Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Home Ranch	Espinosa Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Mortensen Ranch	2132 Alisal Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
San Bernardo Ranch	62910 Cattlemen Road San Ardo, California 93450 MONTEREY		4/24/2020	12/31/2020	169
Andrus Home Ranch	1563 Old Stage Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169

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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 §
D'Arrigo Bros Ranch 1	Harris Road, Spreckles , California 93962 MONTEREY		4/24/2020	12/31/2020	169
D'Arrigos Bros Ranch 2	River Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
D'Arrigos Bros Ranch	Arroyo Seco Road Greenfield , California 93927 MONTEREY		4/24/2020	12/31/2020	169
D'Arrigos Bros Ranch 4	River Road Salinas , California 93908 MONTEREY		4/24/2020	12/31/2020	169
D'Arrigos Bros Ranch 5	Harris Road Spreckles , California 93962 MONTEREY		4/24/2020	12/31/2020	169
D'Arrigos Bros Ranch 6	Harris Road and Abbot Street Salinas, California 93450 MONTEREY		4/24/2020	12/31/2020	169
D'Arrigos Bros Ranch 7	River Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
D'Arrigos Bros Ranch 8	Camphora Road Soledad, California 93960 MONTEREY		4/24/2020	12/31/2020	169
D'Arrigos Bros Ranch 9	Industrial Road King City, California 93930 MONTEREY		4/24/2020	12/31/2020	169
D'Arrigo Bros Ranch 10	Gould Road Salinas, California 93450 MONTEREY		4/24/2020	12/31/2020	169

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C. Additional Place of Employment Information

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D'Arrigos Bro Ranch 11	Molera Road Moss Landing, California 95039 MONTEREY		4/24/2020	12/31/2020	169
D'Arrigos Bros Ranch 12	Old Stage Road Salinas, California 93450 MONTEREY		4/24/2020	12/31/2020	169
D'Arrigos Bros Ranch 13	Iverson Road Gonzales, California 93926 MONTEREY		4/24/2020	12/31/2020	169
Balich Ranch	San Miguel Canyon Road Watsonville, California 95076 MONTEREY		4/24/2020	12/31/2020	169
Banovac Ranch	Silliman Road Watsonville, California 95076 MONTEREY		4/24/2020	12/31/2020	169
Crowley Ranch	Silliman Road Watsonville , California 95076 MONTEREY		4/24/2020	12/31/2020	169
Zupan Ranch	Silliman Road Watsonville , California 95076 MONTEREY		4/24/2020	12/31/2020	169
Chamberlain Ranch	Jensen Road Moss Landing , California 95039 MONTEREY		4/24/2020	12/31/2020	169
Enemark Ranch	Jensen Road Moss Landing , California 95039 MONTEREY		4/24/2020	12/31/2020	169
McGowan Ranch	McGowan Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169

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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 §
Kuhlitz Ranch	Riverside Road Watsonville, California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Kelly Thompson Ranch	Riverside Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Murphy Ranch	Murphy Hill Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Pekoch Ranch	San Juan Road Watsonville , California 95076 MONTEREY		4/24/2020	12/31/2020	169
Redman Ranch	174 Struve Road Moss Landing , California 95039 MONTEREY		4/24/2020	12/31/2020	169
Ring Ranch	Beach Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Silliman Ranch	Riverside Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Struve Ranch	Struve Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Thurwatcher Ranch	Beach Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Travers Cassin Ranch	Murphy Hill Road Watsonville, California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169



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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 §
Waite Ranch	Panabaker Road Watsonville, California 95076 MONTEREY		4/24/2020	12/31/2020	169
Yamamoto Ranch	Riverside Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Bardin Ranch	Old State Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Broome Ranch	Broome Road Chualar, California 93925 MONTEREY		4/24/2020	12/31/2020	169
Shrine Ranch	Foletta Road Chualar, California 93925 MONTEREY		4/24/2020	12/31/2020	169
Home Ranch	Esperanza Road Chualar, California 93925 MONTEREY		4/24/2020	12/31/2020	169
Merrill Los Coches Ranch	37001 Vida Road Soledad, California 93960 MONTEREY		4/24/2020	12/31/2020	169
Walters Ranch	Old Stage Road Salinas, California 93450 MONTEREY		4/24/2020	12/31/2020	169
Yuki Ranch	Foletta Road Chualar, California 93925 MONTEREY		4/24/2020	12/31/2020	169
Herbert Ranch	Thompson Canyon Road King City , California 93930 MONTEREY		4/24/2020	12/31/2020	169

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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 §
Alisal Ranch	Old Stage Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Romie Ranch	Chualar River Road Chualar, California 93925 MONTEREY		4/24/2020	12/31/2020	169
Suncoast Ranch	50 Zabala Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Vineyard Ranch	Old Stage Road Chualar, California 93925 MONTEREY		4/24/2020	12/31/2020	169
Waters Ranch	Old Stage Road Chualar, California 93925 MONTEREY		4/24/2020	12/31/2020	169
Arnold Ranch	33050 Silliman Road Soledad, California 93960 MONTEREY		4/24/2020	12/31/2020	169
Callaghan Ranch	South of Champhora Road at Silliman Road Soledad, California 93960 MONTEREY		4/24/2020	12/31/2020	169
Pryor Ranch	31805 Silliman Road Soledad, California 93960 MONTEREY		4/24/2020	12/31/2020	169
Capurro Home Ranch	2250 Salinas Road Watsonville, California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Nielsen and Nakamura Ranch	1940 Highway 1 Moss Landing, California 95039 MONTEREY		4/24/2020	12/31/2020	169

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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 §
Rodgers Ranch	1813 Springfield Road Moss Landing, California 95039 MONTEREY		4/24/2020	12/31/2020	169
Pennycook Ranch	475 San Juan Grade Road Salinas, California 93906 MONTEREY		4/24/2020	12/31/2020	169
School Ranch	Springfield Road at Highway 1 Moss Landing, California 95039 MONTEREY		4/24/2020	12/31/2020	169
Blanco Ranch	McFadden Road .8 Mi East of Nashua Road Salinas, California 93906 MONTEREY		4/24/2020	12/31/2020	169
Breschini Ranch	Blanco Road at Copper Road Salinas, California 93906 MONTEREY		4/24/2020	12/31/2020	169
Fiscalini Ranch	Hitchcock Road .75 Mi East of Davis Road Salinas, California 93906 MONTEREY		4/24/2020	12/31/2020	169
Kings Ranch	9051 Monterey Dunes Way Castroville, California 95012 MONTEREY		4/24/2020	12/31/2020	169
Panziera Ranch	751 Blanco Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Spreckels Ranch	.6 Mi. east of Harris Road Spreckels, California 93962 MONTEREY		4/24/2020	12/31/2020	169
Buena Vista Ranch	199 Corey Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169



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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Airport Ranch	273 El Camino Real South Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Broome Ranch	37847 S. Highway 101 Soledad , California 93960 MONTEREY		4/24/2020	12/31/2020	169
Davis Ranch	141 Foster Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Los Choches Ranch	37001 Vida Road Soledad, California 93960 MONTEREY		4/24/2020	12/31/2020	169
Norton Ranch	2236 Alisal Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Storm Ranch	150 Hitchcock Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Ando Ranch	Furlong Ave, Gilroy , California 95020 SANTA CLARA		4/24/2020	12/31/2020	169
Brown Ranch	Buehler Road Aroma , California 95004 MONTEREY		4/24/2020	12/31/2020	169
Freyer Ranch	Highway 101 Gonzales, California 93926 MONTEREY		4/24/2020	12/31/2020	169
Garin Ranch	Spreckels Road King City , California 93930 MONTEREY		4/24/2020	12/31/2020	169



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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 §
Henry Ranch	Carnadero Avenue Gilroy, California 95020 SANTA CLARA		4/24/2020	12/31/2020	169
Home Ranch	Highway 101 Gonzales, California 93926 MONTEREY		4/24/2020	12/31/2020	169
Lemos Ranch	Bloomefield Ave Gilroy, California 95020 SANTA CLARA		4/24/2020	12/31/2020	169
Merrill Ranch	Spreckels Road King City, California 93930 MONTEREY		4/24/2020	12/31/2020	169
Mills Ranch	Spreckels Road King City , California 93930 MONTEREY		4/24/2020	12/31/2020	169
Norton Ranch	Holloway Road Gilroy, California 95020 SANTA CLARA		4/24/2020	12/31/2020	169
Swenson Ranch	Southside Drive Gilroy, California 95020 SANTA CLARA		4/24/2020	12/31/2020	169
Zamzow Ranch	Furlong Avenue Gilroy, California 95020 SANTA CLARA		4/24/2020	12/31/2020	169
Barret Ranch	Corda Road Gonzales, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Blair Ranch	Doud Road Greenfield , California 93927 MONTEREY		4/24/2020	12/31/2020	169

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Bloomquist Ranch	Tavernetti Road Gonzales , California 93908 MONTEREY		4/24/2020	12/31/2020	169
Rianda Ranch	Gloria Road Gonzales , California 93908 MONTEREY		4/24/2020	12/31/2020	169
Sharpe Ranch	Tavernetti Road Gonzales, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Tavernetti Ranch	Tavernetti Road Gonzales , California 93908 MONTEREY		4/24/2020	12/31/2020	169
Turri Ranch	Broome Road Chualar , California 93925 MONTEREY		4/24/2020	12/31/2020	169
Castle Ranch	Hudner Lane Hollister , California 95023 SAN BENITO		4/24/2020	12/31/2020	169
Tiny Hall Ranch	Hudner Lane Hollister , California 95023 SAN BENITO		4/24/2020	12/31/2020	169
Lundi Ranch	McConnell Road Hollister , California 95023 SAN BENITO		4/24/2020	12/31/2020	169
Bella Vista Ranch #22	Highway 101 King City, California 93930 MONTEREY		4/24/2020	12/31/2020	169
Bella Vista Ranch #23	Highway 101 King City , California 93930 MONTEREY		4/24/2020	12/31/2020	169



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Bella Vista Ranch #24	Highway 101 King City , California 93930 MONTEREY		4/24/2020	12/31/2020	169
Blackjack Ranch	Freeman Flat Road San Lucas , California 93954 MONTEREY		4/24/2020	12/31/2020	169
Culver Ranch	Bitterwater Road King City , California 93930 MONTEREY		4/24/2020	12/31/2020	169
Foletta Ranch	Short Street San Ardo , California 93450 MONTEREY		4/24/2020	12/31/2020	169
Gallagher Ranch	Sargents Road San Ardo , California 93450 MONTEREY		4/24/2020	12/31/2020	169
Glau Ranch	Sargents Road San Ardo , California 93450 MONTEREY		4/24/2020	12/31/2020	169
Lombardi Ranch	Sargents Road San Ardo , California 93950 MONTEREY		4/24/2020	12/31/2020	169
Rosenberg Ranch	Sargents Road San Lucas , California 93954 MONTEREY		4/24/2020	12/31/2020	169
Sweetwater Ranch	Highway 101 North San Lucas , California 93954 MONTEREY		4/24/2020	12/31/2020	169
Tognetti Ranch	Mesa Verde Road San Lucas , California 93954 MONTEREY		4/24/2020	12/31/2020	169



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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Catellus Ranch	8851 Highway 1 Castroville, California 95012 MONTEREY		4/24/2020	12/31/2020	169
Chappel Ranch	Davis Road and West Blanco Road Salinas , California 93908 MONTEREY		4/24/2020	12/31/2020	169
Copley Ranch	106 Rico Street Salinas , California 93907 MONTEREY		4/24/2020	12/31/2020	169
Hitchcock Ranch	Hitchcock Road Salinas, California 93907 MONTEREY		4/24/2020	12/31/2020	169
Jarvis Ranch	106 Rico Street Salinas , California 93907 MONTEREY		4/24/2020	12/31/2020	169
Koue Ranch	Blanco Road and Davis Road Salinas , California 93907 MONTEREY		4/24/2020	12/31/2020	169
Mothershed Ranch	West Blanco Road Salinas, California 93907 MONTEREY		4/24/2020	12/31/2020	169
L&J Ranch 3	Corda Road Gonzales, California 93926 MONTEREY		4/24/2020	12/31/2020	169
L&J Ranch 9	Highway 101 Gonzales , California 93926 MONTEREY		4/24/2020	12/31/2020	169
L&J Ranch 4	Foletta Road Gonzales , California 93926 MONTEREY		4/24/2020	12/31/2020	169



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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 §
Abeloe Ranch	500 San Juan Grade Road Salinas, California 93906 MONTEREY		4/24/2020	12/31/2020	169
Barcellos Ranch	Natividad Road and Old Natividad Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Brazil Ranch	222 Natividad Road Salinas, California 93906 MONTEREY		4/24/2020	12/31/2020	169
Codioli Ranch	East Boronda Road and 1/4 Mi. East of Natividad Rd. Salinas, California 93906 MONTEREY		4/24/2020	12/31/2020	169
Hacienda Ranch 6	Highway 101 and Hobson Road King City , California 93930 MONTEREY		4/24/2020	12/31/2020	169
Hacienda South Ranch 7	Highway 1010 and Teague Ave. King City , California 93930 MONTEREY		4/24/2020	12/31/2020	169
Harden Ranch	Natividad Road and Boronda Road Salinas, California 93906 MONTEREY		4/24/2020	12/31/2020	169
Juanita Ranch	Highway 101 South and Esperanza Road Salinas, California 93908 MONTEREY		4/24/2020	12/31/2020	169
Moffit Ranch	San Juan Grade Road and Boronda Road Salinas , California 93906 MONTEREY		4/24/2020	12/31/2020	169
Silacci Ranch	Old Stage Road and Williams Road Salinas , California 93906 MONTEREY		4/24/2020	12/31/2020	169

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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 §
Albright Ranch	Riverside Drive Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Beach Ranch	West Beach Street and Lee Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Bloomfield Ranch	South Valley Freeway Gilroy , California 95020 SANTA CLARA		4/24/2020	12/31/2020	169
Cassin Ranch	Murphy Road and Riverside Drive Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Cooper Ranch	Cooper Road Castroville , California 95012 MONTEREY		4/24/2020	12/31/2020	169
Crossetti Ranch	Hayes Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Eiskamp Ranch	Salinas Road Watsonville, California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Curtis Ranch	San Juan Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Harden East Ranch	Bolsa Road Gilroy, California 95020 SANTA CLARA		4/24/2020	12/31/2020	169
Harden West Ranch	S Valley Freeway Gilroy , California 95020 SANTA CLARA		4/24/2020	12/31/2020	169

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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 §
Hoyt Ranch	San Juan Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Jensen Ranch	San Juan Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Lights Ranch	West Beach Street Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Mine Ranch	West Beach Street Watsonville, California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Molera 1 Ranch	Merritt Street Castroville, California 95012 MONTEREY		4/24/2020	12/31/2020	169
Molera 2 Ranch	Highway 156 Castroville , California 95012 MONTEREY		4/24/2020	12/31/2020	169
O'Connell Ranch	San Juan Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Pavlovich Ranch	Coward Road and Carlton Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Richardson Ranch	San Jean Road Watsonville, California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Rimassa Ranch	McGowan Road and Trafton Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169

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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 §
Sargent 1 Ranch	South Valley Freeway Gilroy , California 95020 SANTA CLARA		4/24/2020	12/31/2020	169
Sargent 2 Ranch	South Valley Freeway Gilroy, California 95020 SANTA CLARA		4/24/2020	12/31/2020	169
Scurich Ranch	Thompson Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Sheehy Ranch	San Juan Road Watsonville, California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Stolich Ranch	Coward and Riverside Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Thompson Ranch	San Juan Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Trafton 1 Ranch	McGowan Road Watsonville, California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Trafton 2 Ranch	McGowan Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
West Coast Ranch	San Juan Road Watsonville , California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169
Pebble Beach Ranch	143 Paulsen Road Watsonville, California 95076 SANTA CRUZ		4/24/2020	12/31/2020	169



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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 §
Elkhorn	Elkhorn Road Elkhorn , California 95012 MONTEREY		4/24/2020	12/31/2020	169
Elkhorn North	Elkhorn Road Elkhorn, California 95012 MONTEREY		4/24/2020	12/31/2020	169
Basetti Ranch 2	Underwood Road Greenfield , California 93927 MONTEREY		4/24/2020	11/1/2020	169
Basetti Ranch 4	Elm Avenue and Central Avenue Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169
Basetti Ranch 3	Espinosa Road Greenfield , California 93927 MONTEREY		4/24/2020	12/31/2020	169
Basetti Ranch 6	Underwood Road Greenfield, California 93927 MONTEREY		4/24/2020	12/31/2020	169

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D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Best 5 Motel	101 Fairview Avenue Salinas, California 93905 MONTEREY		34	100	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
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					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers must have a minimum of 1 months skill and experience in iceberg, romaine broccoli and cauliflower, in order to safely and properly perform the tasks described. Driving Experience is preferred for workers to haul produce from fields to packing facilities. Must be able to understand work & safety instructions in English or Spanish, the languages spoken and written in the workplace. Workers will perform harvesting and processing romaine lettuce, Iceberg Lettuce, broccoli, broccoli florets/stalks and cauliflower, Using a knife, workers cut vegetables away from the root, wrap product with plastic wrap or box the product according to specific boxing instructions. Work requires walking, bending and repetitive hand and wrist movement. Moderate to cold climate, should be prepared to dress appropriately. Workers will have a 50 lb Lifting requirement.</p>			

b. Job Offer Information 2

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - ETA-790 - Addendum C -Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This employer will reimburse the workers for transportation subsistence expenses at least \$12.46 per 24-hour period of travel from the place of recruitment to the place of employment (if it is the prevailing practice.) (if receipts for expenses are not provided) as indicated in 11 20 CFR 655.122 (h) and CFR 20 655.173(a). If receipts are provided reimbursements will be made of up to \$55 per day.</p> <p>The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICCC) in-bound transportation (if and where it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site from the recruitment site when the worker completes 50% of the work period.</p> <p>(Outbound) transportation from place of employment: If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer will provide or pay for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses. The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in §655.135(d) of this subpart with respect to the referrals made after the employer's date of need.</p> <p>C. Workers who voluntarily quit or are terminated for cause prior to completing 50% If the worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, and the employer notifies the NPC, and OHS in the case of an H-2A worker, in writing or by any other method specified by the Department or OHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs, the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker under this section, and that worker is not entitled to the three-fourths guarantee. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer.</p> <p>D. After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment to the work-site. In case of subsequent employment with another employer who agrees to pay such costs, in which the employer will only pay for the transportation and subsistence to the next job. The amount of the transportation payment will</p>			