OMB Approval: 1205-0466
Expiration Date: 8/31/2022

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

A. Job Offer Information

1. Job Title * Field Workers (Beekeepers)

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	10	8	3. Begin Date * 1/4/2022	4. End Date *6/30/2022

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 *

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

7. Hourly work schedule *
a. 5 : 00 ☑ AM ☐ PM
b. 11 : 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/Special Pay Information §
$ 16 . 05	☑ HOUR ☐ MONTH	$ ____.__	

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☐ Yes ☑ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

H-2A Case Number: H-300-21308-687677 Case Status: Full Certification Determination Date: 12/03/2021 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. *	3	3. Training: number of months required. *	0

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

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 50 lbs.
- ☑ g. Exposure to extreme temperatures
- ☐ h. Extensive pushing or pulling
- ☐ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. 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)* *

See Addendum C

C. Place of Employment Information

1. Address/Location *
N32 42.848, W114 41.7191, PRIVATE, SHED

2. City *	3. State *	4. Postal Code *	5. County *
YUMA	Arizona	85365	Yuma

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *

See Addendum C

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 ☐ No

D. Housing Information

1. Housing Address/Location *
3151 S. Fortuna Avenue

2. City *	3. State *	4. Postal Code *	5. County *
Yuma	Arizona	85365	Yuma

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Dormitory-style Housing	3	8

9. Housing complies or will comply with the following applicable standards: * ☑ Local ☑ State ☑ Federal

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

Village Apartments will provide Foothill Packing, Inc. with accommodations for 8 workers during the contract period, occupying 3 apartments, 2 bedrooms apartment units with a large living/dining area, full cooking facilities, utensils, 4 burner range and refrigerator and a storage room. Each apartment unit can accommodate 3 people per unit. Laundry facilities are available on-site with wash basins free of charge.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☐ Yes ☑ No

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a 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.)*

Workers occupying employer-provided housing in which full kitchen facilities are available will be responsible for preparing their own meals. Foothill Packing will ensure that workers have access to groceries. Workers occupying Village Apartments in Yuma, Arizona will be transported to the grocery store once per week. The grocery store is 1.3 miles away from Village Apartments. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the Company-provided housing facilities. Employer will provide workers with cooking and eating utensils. No kitchen facilities or meals are provided to workers not occupying Company-provided housing. Laundry facilities are onsite and available to workers at no cost.
If kitchen facilities are provided, the employer will not charge for meals.

2. If meals are provided, the employer: *	☐ **WILL NOT** charge workers for such meals.		
	☑ **WILL** charge workers for such meals at	$ 13 . 17	per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement 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.)

The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.

See Addendum C.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 13 . 17	per day *
	b. no more than	$ 55 . 00	per day with receipts

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *
(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (928) 627-2340	gabriela@foothillpacking.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

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).

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 CPR 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).

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).

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 §
Erickson	Robert	
4. Title *		
VP/General Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		11/17/2021

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.

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 §
Priority Pollination	N32 42.848, W114 41.7191, PRIVATE, SHED YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.574, W114 41.574 2-A, PRIVATE, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.113, W114 43.0684, PRIVATE, TREE YUMA , Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.146, W114 43.044, 4-CBRR, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 40.935, W114 44.363, 6-1BRR, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 42.036, W114 43.698, 6-BBRR, SHED YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 37.094, W114 39.03413, PRIVATE, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 37.621, W114 42.85214, PRIVATE, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 37.568, W114 42.871, 14-1PRIVATE, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 38.616, W114 42.24214.2, PRIVATE, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 38.014, W114 42.68514.4, PRIVATE, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 38.586, W114 42.352 14-D, PRIVATE, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 40.379, W114 44.59915, BRR, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 38.019, W114 42.73416, BRR, SHED YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 37.329, W114 45.380, 16-FCOCOPAH, SHED YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 37.210, W114 46.86017, COCOPAH, SHED YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 37.133, W114 47.735, 17-A-1COCOPAH, SHED YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 37.121, W114 47.228, 17-B-1COCOPAH, SHED YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 34.849, W114 47.970, 17-C-1COCOPAH, SHED YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 35.068, W114 47.452, 17-C-2COCOPAH, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 35.849, W114 47.881, 17-C-3COCOPAH, SHED YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 35.171, W114 47.414, 17-C-4COCOPAH,TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 34.249,W114 47.707, 8COCOPAH, SHED YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 34.582, W114 40.587, 20-B PRIVATE, TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.056, W114 43.085, R-1 PRIVATE ,TREE YUMA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.321, W114 27.696, 345-A-1, STATE, TREE SOUTH GILA, Arizona 85532 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.439, W114 26.775, 345-A-3, BLM, TREE SOUTH GILA, Arizona 85532 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 42.632, W114 26.294, 346-B-4, PRIVATE, TREE SOUTH GILA, Arizona 85532 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 42.605, W114 26.273, 346B-1, PRIVATE, TREE SOUTH GILA, Arizona 85532 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.300, W114 27.566, 345A-2, PRIVATE, TREE SOUTH GILA, Arizona 85532 GRAHAM		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 44.599, W114 26.266, 72B, PRIVATE, TREE NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 44.605, W114 25.933, 72C, BRRTREE NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 44.407, W114 26.644 74-2BRRTREE NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 44.469, W114 26.818, 74-3, BRR, TREE NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 44.112, W114 26.646, 74-4,BRR,TREE NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.768, W114 26.923 74-5,BLM,TREE NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 44.775, W114 28.571, 78-2, BRR, TREE NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.815, W114 29.787, 79, PRIVATE, SHED NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 48.944, W114 29.651, 99, BRR, SHED NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 48.157, W114 29.810, 99-A, PRIVATE,SHED NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 49.525, W114 29.571, 100, BRR, TREE NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 49.500, W114 29.412M 100-A, BRR, TREE NORTH GILA, Arizona 85135 GRAHAM		1/4/2022	6/30/2022	8
Priority Pollination	N32 44.799, W114 25.711, 360-B, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.522, W114 25.225, 360-C, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.607, W114 24.767, 361, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 46.071, W114 24.484, 361-B-1, STATE, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.633, W114 23.983, 361-C-1, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 47.361, W114 22.113, 362-A-1, PRIVATE, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 47.003, W114 21.561, 362-B-1, PRIVATE, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.549, W114 21.623, 363-B, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 45.578, W114 21.611, 363-B-2, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.672, W114 17.161, 364-C, PRIVATE, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.282, W114 16.744M 364-D, PRIVATE, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.303, W114 16.962, 364-E, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 41.999, W114 07.219, 365-5, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 41.963, W114 10.659, 365-C-1, BRR,TREE WELLTON, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.732, W114 20.303, 366-D, BRR, TREE WELLTON, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.753, W114 20.329, 366-E, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.092, W114 19.574, 366-F, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 42.284, W114 19.427, 368, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 41.736, W114 18.820, 368-1, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 42.215, W114 19.239, 368-A, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 42.037, W114 19.205, 368-A-1, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 42.395, W114 19.348, 368-A-2, PRIVATE, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 41.807, W114 18.844, 368-C, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 41.523, W114 18.443, 368-F-B, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 41.207, W114 17.979, 368-G, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 41.472, W114 18.337, 368-G-1, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 40.706, W114 16.475, 369-B-1, PRIVATE, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 40.411, W114 15.184, 370-A-1, PRIVATE, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 41.223, W114 14.509, 370-B-1, STATE, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 40.915, W114 14.518, 370-C-2, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 38.944, W114 12.772, 370-D, PRIVATE, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 40.674, W114 12.982, 371-A, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 40.683, W114 12.800, 371A-2, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 40.653, W114 12.691, 372, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.877, W114 22.550, R-200, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.763, W114 20.699, R-204, BRR, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 40.644, W114 12.393, 372-0, BLM, TREE WELLTON, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 40.784, W114 11.652, 372-1, BRR, TREE WELLTON, Arizona 85365 YUMA		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 41.746, W114 10.611, 372-1-B, BRR, TREE WELLTON, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 41.692, W114 10.718, 372-1-C, BRR, TREE WELLTON, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 42.443, W114 09.153, 372-4-B, BRR, TREE WELLTON, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 41.760, W114 10.586, 372-B-1, BRR, TREE WELLTON, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 40.652, W114 12.501, 372-C, BLM, TREE DOME VALLEY, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 42.824, W114 03.159, 372.F, PRIVATE, TREE ROLL, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 42.352, W114 08.416, 372-4B-1, PRIVATE, TREE WELLTON, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 44.201, W114 03.625, 373, BRR, TREE ROLL, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.983, W114 00.256, 374-A-2, PRIVATE, TREE ROLL, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.392, W113 58.975, 375-1, PRIVATE, TREE ROLL, Arizona 85365 YUMA		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 47.092, W113 56.152, 375-2-D, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 47.740, W113 53.135, 375-2-H, BLM, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.298, W113 59.213, 375-A, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 44.653, W113 57.284, 375-C-2, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 44.319, W113 57.117, 376, BRR, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.016, W113 55.351, 376-1-C, BLM, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.162, W113 55.113, 376-3, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.141, W113 55.107, 376-A, BLM, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.131, W113 54.707, 376-A-1, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 46.187, W113 52.563, 376-A-2, BRR, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 45.361, W113 52.016, 376-A-5, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 46.130, W113 52.565, 376-A-6, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.288, W113 54.124, 376-D, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.320, W113 49.411, 377, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 45.725, W113 50.671, 378-1, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 47.262, W113 49.447, 378-2, BLM, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 46.871, W113 50.576, 378-4, BLM, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 46.398, W113 45.408, 380, STATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 46.545, W113 44.952, 380-A, STATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 47.434, W113 46.098, 381, BLM, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 47.525, W113 46.268, 381-A-3, BLM, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 47.409, W113 45.197, 381-B, BLM, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 47.558, W113 44.827, 381-B-1, BLM, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 48.077, W113 44.718, 381-C, BLM, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 49.062, W113 42.983, 381-1, BLM, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 49.163, W113 47.193, 384-A, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 49.408, W113 46.566, 384-E, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 49.612, W113 45.785, 38, 5PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 49.732, W113 45.639, 385-B, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 48.491, W113 49.424, 388, PRIVATE, TREE TACNA, Arizona 85365 YUMA		1/4/2022	6/30/2022	8

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 §
Priority Pollination	N32 42.126, W114 09.811, R-490, BLM, TREE WELLTON, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 42.461, W114 09.256, R-495, BRR, TREE WELLTON, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 43.568, W113 58.881, R-678, BRR, TREE ROLL, Arizona 85365 YUMA		1/4/2022	6/30/2022	8
Priority Pollination	N32 44.133, W114 33.029, 012-E2, QUECHAN, TREE BARD, California 92222 IMPERIAL		1/4/2022	6/30/2022	8
Priority Pollination	N32 44.179, W114 32.879, 012-E3, QUECHAN, TREE BARD, California 92222 IMPERIAL		1/4/2022	6/30/2022	8

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*) *
Beekeeper to perform the following duties:

Bee handler, prior to checking colonies/hives will prepare supplement food source by mixing in a cement mixer of various food products for bees. Mixture is then placed on extra bee hive/box lids that are then stacked onto pallets for transporting to field locations of colonies of bees (apiary). Once the bee handlers reach this location, they will remove the original lid and replace with lids that were prepared with supplemental feed. Two to three nights later, the night crew will add syrup. This is done by removing the top box, and locating the syrup reservoir. Then syrup is added to the reservoir by hose until the reservoir is full. This process is then repeated until all hives at this location are serviced. Bee handler will then travel to designated sites of other locations where other colonies/hives are located and repeat the process. Bee handler will load, by forklift, or by hand, hives/boxes to locations of customers for the use of pollination of agriculture crops. Queen breeding takes place during this pollination period, by the bee handler dividing hives/boxes and checking brood, honey, and pollen to ensure that divides have adequate amount of each to support the hive/box until the queen emerges. Bee handler will return and remove from these same locations hives/boxes of bees when pollination is complete, and return hives/boxes to their permanent sites (apiary). Bee handler will then return to such sites (apiary) to remove bee frames for honey collection by opening lid, and removing frames to be transported to shop for extraction. During extraction, bee handler will place the frames of honey on an uncapping machine that removes the bees wax. Then place the frames in a tumbler to draw the honey out of the frame. When the honey is removed the bee handler will place it in barrels and prep them for shipping. Pallets or hives/boxes may weigh up to 50 lbs. full.

Workers may occasionally and/or sporadically perform duties associated with and directly related to the primary duties. Such work will be temporary and insubstantial agricultural labor.

In the event that an employee is injured while on the job, the Company will provide a temporary work assignment that will be as closely related to the job duties described herein, while the employee recovers from a work-related illness which meets with physicians clearance to return to work under specific limitations. The work assignment will not be a permanent position, it will be temporary to accommodate the injured worker under doctor's restrictions and time period that may differ from the heavy labor described within.

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*) *
The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment; housing or furnishings (beyond normal wear and tear) caused by the worker (if any) - the employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; $20.00 check "stop payment" for lost checks, if applicable; and deductions expressly authorized by the worker in writing (if any).

See Addendum C.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements

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

Must have 3 months work experience working as a beekeeper. Written verification of experience is required. Applicants must provide the name, address, and telephone number of any previous employer used as a reference. Workers may not have bee-, pollen- or honey-related allergies and must have or be able to obtain within 30 days of employment, a valid U.S. drivers license.

Requirements include lifting up to 50 pounds frequently and able to use hand tools, including machetes. Must be able to work under conditions where skin and clothing become heavily soiled with mud, water, honey, etc. Must be able to work outdoors in inclement weather conditions, including rain, cold, high winds, etc. Work involves frequent bending and working in bent or stooped positions. Must be able to walk and stand up extensively. No smoking, alcohol, firearms in field or dorms.

See Addendum C.

d. Job Offer Information 4

1. Section/Item Number *	C.6	2. Name of Section or Category of Material Term or Condition *	Additional Place of Employment Information

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

Bee keeping work will be completed at ranch and hive locations in Yuma County, Arizona and Imperial County, California, on behalf of the following fixed site growers/shippers: Priority Pollination.

Grower's Corporate Headquarters:

Priority Pollination is located at 5620 W 8th Street, Yuma, AZ 85364. Priority has work sites in both Yuma County, AZ and Imperial County, CA (Bard).

Contact: Brownlow Price
Phone: (928) 285-2646

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions

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

Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are eligible (i.e., work authorized) able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to the employer.

Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. For specific crew and start date information, workers may contact Gabriela Lopez at (928) 627-2340 ext. 212 or Analleli Virgen- Meza at (831) 784-1453 ext. 130. The employment application is completed on the first day of work and on that day the crews will receive an orientation/training session.

Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker at the time the worker reports for work and will be examined by the Company as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the referring offices apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.

Walk-in applications will be accepted at:

12350 S. Tangelo Avenue, Yuma AZ 85365

Foothill Packing Referral Contact:Gabriela Lopez at (928) 627-2340 ext. 212
Analleli Virgen-Meza at (831) 784-1453 ext. 130
gabriela@foothillpacking.com
analleli@foothillpacking.com

Contact hours are Monday thru Friday between 9:30 a.m. and 11:30 a.m. and 1:30 p.m. to 2:30 p.m. All referrals from State Workforce Agencies must be sent to the employer by telephone or email and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.

Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) required by law.

f. Job Offer Information 6

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

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

Workers who commute daily have the option to drive their own vehicles to the work sites or come to pre-designated pickup points to ride free bus transportation to and from the work sites. The pre-designated pick-up points are located at the following location Village Apartments, 3151 S. Fortuna Avenue, Yuma, AZ. Workers living in Company provided housing will be provided free transportation to and from the company-provided housing and the work site.

See Addendum C.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

Workers living in company provided housing also have the option to drive their own vehicles to the worksites. The Employer may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use.

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Terms/Conditions of Employment

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

All Food Safety rules must be adhered to, including following company food safety policies. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work and for H-2A workers no later than at the time the visas are applied for, which includes a Dispute Resolution Agreement outlining procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters. Employees will have access to the Job Service Complaint System, as described in 20 CFR part 658, subpart E. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.

No non-workers will be permitted at the worksites or on Company property without permission of the company except where access is required and/or limited pursuant to law. Specifically, no persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors must sign in and out of company premises and housing upon arrival and departure and are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the work site or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.

Employees must not report for work, enter the work site or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform service, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The employer may require the worker to submit to a drug test, post hire, at the employer's expense upon the occurrence of a reportable accident or upon reasonable suspicion.

Please note: Time spent to process a social security number will be on employee's personal time and is not counted as compensable time or time worked.

Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include machetes, bee suits and gloves if needed to perform the job. The reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Terminations

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

The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow written housing rules; (b) commits serious acts of misconduct; or (c) malingers or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) and fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; or (f) violation of company policies and (g) other job-related reasons. Five unexcused absences by the worker will be considered a job-related reason for worker termination.

All employees must respect and follow company policies as stated in the company handbook including any new or changed policies which may be communicated to workers during the course of the season. Workers who become ill or injured for non-work-related reasons and are unable to perform essential functions of the job will be released for cause if not covered by any protected leave. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality. Specifically, the work must adhere to the quality standards of the grower for which they are providing laboring.

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Place of Employment Information

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

Bee keeping work will be completed at ranch and hive locations in Yuma County, Arizona and Imperial County, California, on behalf of the following fixed site growers/shippers: Priority Pollination. The grower's headquarters are located at:

Corporate Headquarters:

Priority Pollination is located at 5620 W 8th Street, Yuma, AZ 85364. Priority has work sites in both Yuma County, AZ and Imperial County, CA (Bard).

Bee keeping will take place in various ranches and hives in and around Yuma, Arizona and Imperial County, including Bard, California, and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, beekeeping will be completed at the following locations:

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Minimum Job Qualifications

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

Work is performed in open fields and may involve exposure to mud, dust, wind, heat, cold, and other natural elements. Temperatures can range from 30 degrees Fahrenheit to over 100 degrees Fahrenheit during the period of employment. Workers should come prepared with appropriate clothing and footwear for the environmental and working conditions described.

This work may entail exposure to plant pollens, insects, snakes, rodents and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times. Workers must listen to, understand and follow instructions of company supervisors and managers.

Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the beekeeping operation dictates. Workers will be assigned to specific worksites by the company.

Workers are expected to assist in maintaining work areas and company property in a neat and clean condition by not littering. Lunch must be eaten in the assigned area(s) away from the employee's work site and accordance to company Food Safety policies.

Workers will be expected to comply with all provisions of this Clearance Order and the Company's work rules, policies and procedures, and to perform all assigned tasks in a professional and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. Priority Pollination endeavors to produce a premium product. This is a demanding, competitive business. A high-quality product is expected and demanded by our customers. Sloppy or improper work cannot, and will not, be tolerated.

All safety rules and instructions must be meticulously observed throughout the workday. All Priority Pollination rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations.

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Place of Employment Information

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

Foothill Packing has sole discretion, within the confines of applicable Federal and State laws, to hire beekeepers for the above hives in this single site area. This includes hiring the specific number of workers needed to complete the beekeeping, as well as defining the period of need. In this case, we are hiring temporary, seasonal workers, for the period starting on January 4, 2022 through June 30, 2022. This is the typical period for beekeeping activities.

All workers (beekeepers) assigned by Foothill Packing in these locations will work under the direct control of Foothill Packing and will work in the southwestern desert region of the United States including Yuma County, AZ and Imperial County, CA—adjacent beehive areas in this region.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Training and Production Standards

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

The Company shall provide approximately 1 hour of initial training generally conducted at the field site and up to 4 more hours of in-depth training for new hires once crews are well established throughout the season. On-the-job-training will be provided to each worker for 30 days beginning on the first day of work and ending after 30 consecutive days from the first day of work. After completion of these 30 initial days of training, workers are expected to reach the production standards of the activity. Priority Pollination customers expect professional and timely results. To meet our goals, the set forth standards have proven to increase productivity.

1.Queen Grafting
a.84% success rate on hive acceptance
b.Set 150 queen cells per day

2.Honey Extraction
a.Remove 200 frames of honey from the hives per day
b.Extract 90 supers of honey per day

3.Splits
a.Split 100 hives per day
b.Move 192 splits per night

4.Pollination Orders
a.Move 192 hives per night

These are the minimum requirements on the production standards needed within 30 days of employment to ensure success.

n. Job Offer Information 14

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - California Tax ID

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

California Tax ID Number: 515-1185-5

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 - Additional Authorized Deductions

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

No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.

p. Job Offer Information 16

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

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

Workers will be paid on a weekly basis by check. Payday is Thursday of the week following the end of the payroll period. Photo identification may be required to receive live paycheck.

Employee checks that are stolen, destroyed or lost in while in their possession must be reported immediately to their Supervisor or Foreman and a request for a new check filed with Payroll along with an authorization to deduct the "Stop Payment" fee from the reissued paycheck. A "Stop Payment" order will be placed with the Bank. If the check has not cleared within 10-days, a new check will be issued. The employee will be charged $20.00 to cover "stop payment" processing costs. If the employee's check clears before the "Stop Payment" order is in place, Foothill Packing Inc. will not issue a new check.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Worker's Compensation

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

All employees are covered by workers' compensation insurance in accordance with Arizona and California law. This insurance provides payment of medical benefits and time loss payments to a worker who is accidentally injured on the job. Employer assures that its workers' compensation policy will remain valid throughout the contract period.

A workers' compensation and employer's liability insurance policy is held by Foothill Packing covering the Workers Compensation Law of the States of Arizona and California. Insurance coverage is provided by XL Insurance America, Inc. The policy number is: RWC5000457-06. The Policy is effective beginning 02/01/2021 and expires 02/01/2022.

r. Job Offer Information 18

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Additional Inbound/Outbound Transport

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

For workers who complete 50 percent of the work period, the Company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the Company which is the place of recruitment as defined above. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.

Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e. If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)

Inbound: Employees in the H-2A program (U.S. corresponding workers who are unable to return to their permanent place of residence on a daily basis and H-2A workers) are reimbursed for travel and food expenses incurred from the place of recruitment to the final job destination. For H-2A workers, Foothill provides transportation buses that pick up the employees from the place of recruitment, takes them to the consulate appointments and drops them off at the designated housing facility near the place of employment. This whole process is verified through the pay stubs of their subsistence checks and is cross checked by matching it to the paperwork the employees sign asserting that they did receive reimbursement for travel expenses. For U.S. workers, if Foothill advances the costs of inbound transportation to H-2A workers, Foothill will also advance such costs for U.S. workers who are unable to return to their permanent place of residence each day. The amount each employee is reimbursed varies and is dependent on the place of recruitment, days of travel and length of consulate appointment process. Any costs incurred for subsistence is reimbursed upon arrival and before the end of the first work week but only if such amount reduces the wage below the required wage.

Throughout this contract, for purposes of inbound and outbound transportation and subsistence reimbursement, for H-2A workers, the place from which the worker came to work for the Employer are the designated place of recruitment: San Luis Rio Colorado, Sonora, Mexico. The recruitment location for reimbursement is based on where the applicant applied for and interviewed for the H-2A job opportunity. For U.S. workers who reside outside a reasonable commute distance, the place of recruitment is also where the applicant applied for and interviewed for the H-2A job opportunity.

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Additional Inbound/Outbound Transport

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

Foothill will provide a bus for the workers to travel from the place of employment to the Border. Foothill will also provide transportation for the workers to travel from the place of employment back to the place of recruitment, at no charge to the workers. Foothill will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for Foothill from beyond a reasonable commute distance, Foothill will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.

Arrival/Departure Records

Employees permit the employer and/or employer's agents to access electronically-issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections.

t. Job Offer Information 20

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Required Departure

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

H-2A workers must depart the United States at the completion of the work contract period. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Location and Description of Housing

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

The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. DOL has recognized approximately 85 miles from Yuma as the normal commuting distance for this area. Housing will be located at, Village Apartments in Yuma, AZ.

The employer provides free dormitory-style housing which meets local, state, and federal standards. Housing is located in apartments owned and/or leased by the Company which conforms to DOL-mandated housing standards within applicable federal statutes, regulations and codes. The Company assures that all rental and/or public accommodations will meet local, state or federal standards.

Housing is located at Village Apartments, 3151 S. Fortuna Avenue, Yuma, AZ 85365:

•Village Apartments will provide Foothill Packing, Inc. with accommodations for 8 workers during the contract period, occupying 3 apartments, 2 bedrooms apartment units with a large living/dining area, full cooking facilities, utensils, 4 burner range and refrigerator and a storage room. Each apartment unit can accommodate 3 people per unit. Laundry facilities are available on-site with wash basins free of charge, additional coin operated machines are available on-site at employees' expense. Grocery stores, shopping areas, food outlets and additional coin operated laundry facilities are within walking distance. Each worker will be provided with their own bed. Employer will provide the workers transportation for the purchase of groceries.

Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The Employer assures that all rental and/or public accommodations will be clean and meet applicable local, State or Federal Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor). Failure to comply with these rules may result in action, up to and including removal from the housing and termination of employment.

Housing units may be inspected by a Company inspector, designee, landlord, or landlord's representative. This may occur as frequently as once a week to ensure unit is in good condition.

v. Job Offer Information 22

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Family Housing

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

As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Yuma County, Arizona to provide family housing.
Workers may be reached at the following address and phone number:

ADDRESS: 12350 S Tangelo Ave, Yuma, AZ 85365
PHONE:Contact: Gabriela Lopez, (928) 627-2340 ext. 212
Analleli Virgen-Meza, (831) 784-1453 ext. 130

Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling Gabriela Lopez, (928) 627-2340 ext. 212 or Analleli Virgen-Meza, (831) 784-1453 ext. 130.

Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will also not be offered or provided transportation from their elected housing to pre-designated pick-up points (i.e., Workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the work site. They may also decide to provide their own transportation to and from the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working.

Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.

Housing is offered to workers only. No housing will be provided to non-workers.

Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers. No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.

Reasonable repair costs of damage other than that cause by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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

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

Foothill Packing seeks certification for 8 workers. The total number of workers requested is 10. Of the 10 total workers, it is expected that 2 will be U.S. domestic workers who do not require housing. These numbers are estimates as total workforce needs are dependent upon weather, beehive conditions, and worker availability.

x. Job Offer Information 24

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

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

The normal work week is 6 hours per day, Monday through Saturday (36 hours per week). Saturday work is required. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays. Overtime is paid after 8 hours per day and or 40 hours per week for work performed in California. Overtime will not be paid for work performed in Arizona. The employer will abide by the seventh (7) day of rest rules.

This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. This is not “day work”. Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action, in accordance to Foothill’s policies in its handbook.

The work day start times may vary from 5:00 a.m. to 7:00 p.m. (7:00 p.m. start time is the night shift) and the work day end times vary from 11:30 a.m. to 1:30 a.m. depending on the start time. Workers must be able to work varying shifts as required by the season and work performed. Workers are notified of any change in the start time.

Employees are expected to take meal and rest periods as outlined below. Rest and meal periods will be staggered accordingly, an unpaid lunch break of 30 minutes for every 5 hour of work and 10 minutes paid rest period for every four hours worked or major fraction thereof. In a work day of more than 10 hours, a second unpaid meal period of 30 minutes is authorized, but may be waived if working 12 hours or less and the first meal period was taken. The second meal period cannot be waived if working more than 12 hours. Employees will be relieved of all work during meal and rest periods, if rest periods are interrupted by work, employees must notify management.

All employees not occupying employer-provided housing must provide the Company with contact information before the worker commences employment. This contact information may be used to notify the worker not to report work due to inclement weather or when work is not available or to notify the workers of any change in the worker’s daily schedule, or for any other reason.

Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

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

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

Employer will be working simultaneously at all field sites at a time throughout the contract period: January 4, 2022 through June 30, 2022.

z. Job Offer Information 26

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

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

Foothill Packing, Inc. (also referred to herein as “Foothill Packing” “Employer” or “Company”) is headquartered in Salinas, California (1582 Moffett Street, Ste. G, Salinas, CA 93905, Phone: (831) 784-1453). Its Arizona office is located at 12350 S. Tangelo Ave., Yuma, Arizona 85365 Phone: (928) 627-2340.

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Wage Rates, Special Pay Information and Deductions

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

Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will pay the hourly rate of $16.05 per hour for work performed in California and $13.67 per hour (AEWR) for work performed in Arizona (unless the wage methodology is changed by government or legal action). Higher or different wage rates may apply during contract period based on market conditions and/or crop/job activity, but no less than the required wage rate. Employer assures that the required wage rate will be paid at the time that the work is performed. Employer may pay a lower AEWR or prevailing hourly or piece rate as long as such rate remains the highest of the above rates at the time that the work is performed.

If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease or there is a “No Finding”, employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.

Overtime: Workers will not be paid any Overtime for work performed in Arizona. Overtime is paid after 8hours per day and or 40 hours per week for work performed in California. The employer will abide by the seventh (7) day of rest rules.

Overtime Rate: For work performed in California, overtime is one and one-half times the base salary and is $24.08.

Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates.

. Job Offer Information 28

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Covid-19 Precautions

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

To the extent consistent: all federal, state and local COVID 19 requirements and guidelines will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination.

Housing: Isolation/self-quarantine housing will be available. Alternative emergency housing may be coordinated through the county’s emergency services at the time of need.

There will be no charge for any alternative COVID 19 housing and meals will be brought to the self-quarantined employee three times per day, seven days per week.

COVID-19 Testing and Vaccinations: The employer is mandating testing prior to crossing the US border at the company’s expense. Employees will be given an opportunity thru the company’s approved providers for vaccinations free of charge. At companies’ discretion COVID testing will be required of any persons who are having COVID symptoms. Further, vaccines may be required by the U.S. government in order to enter the United States by land or air.

Please note: Time spent on vaccination appointments will be on employee’s personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer.