*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 * Farmworkers and Laborer, Crops

| 2. Workers Needed * | a. Total | b. H-2A | Period of Intended Employment | |
|---|---|---|---|---|
| | 6 | 6 | 3. Begin Date * 1/21/2022 | 4. End Date *11/20/2022 |

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 *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 35 | **a. Total Hours** | 6 | c. Monday | 6 | e. Wednesday | 6 | g. Friday |
| 0 | b. Sunday | 6 | d. Tuesday | 6 | f. Thursday | 5 | h. Saturday |

7. Hourly work schedule *
a. 6 : 00 ☑ AM ☐ PM
b. 2 : 00 ☐ AM ☑ PM

**Temporary Agricultural Services and Wage Offer Information**

8a. Job Duties - Description of the specific services or labor to be performed. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*
See addendum C.

| 8b. Wage Offer * | 8c. Per * | 8d. Piece Rate Offer § | 8e. Piece Rate Units/Special Pay Information § |
|---|---|---|---|
| $ 13.67 | ☑ 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

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## B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

| 2. Work Experience: number of 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 48 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 *
51040 W Valley Rd.

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Agulia | Arizona | 85320 | Maricopa |

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 *
51040 W. Valley Rd.

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Agulia | Arizona | 85320 | Maricopa |

| 6. Type of Housing * | 7. Total Units * | 8. Total Occupancy * |
|---|---|---|
| 2x wide & 3 singles, barracks | 4 | 390 |

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)* *
See Addendum C

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ 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.)*

The employer will provide 3 meals a day for a charge of $13.17 per day, per worker, or whatever higher rate the Reg. Admin determines is acceptable. Workers are not required to participate in the meal service or eat the food served. There can be no cooking except in the authorized kitchen. Central Arizona Farming, Inc. owns and operates a kitchen facility and dining hall located at our Aguila location and a dining hall at our Harquahala location. See addendum C.

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.)*

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.)*

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 able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who are available at the time and place needed should be referred to the employer.

On site and phone interviews will be primarily from the Aguila farm office. Aguila farm office is located at 51040 W. Valley Rd., Aguila, AZ 85320. An applicant or State Workforce Agency Representative should contact the Aguila farm office at (928) 685-2233 ext. 10.
The company will interview in person or by phone Monday-Friday from 9:00 am - 2:00 pm. (Mountain Standard Time)

Applicants, Workforce Agency Personnel, Walk-Ins, etc. may:
__x__ Call for an interview at the number listed on the ETA 790.
__x__ Report to the farm office listed on the ETA 790.

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 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 Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.

| 2. Telephone Number to Apply * | 3. Email Address to Apply * |
|---|---|
| +1 (480) 998-1444 | hr@martorifarms.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).

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**U.S. Department of Labor**

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 § |
|---|---|---|
| Martori | Steve | |
| 4. Title * | | |
| Chief Executive Officer | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By Certifying Officer | | 11/24/2021 |

**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.

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

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

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

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per | Piece Rate Units/Special Pay Information |
|---|---|---|---|---|
| | All job duties listed on the Job Order performed in California. | $ 16 . 05 | Hour | Wage varies based on job duties and state. See addendum C. |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
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| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |



**Form ETA-790A Addendum A** **FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-21315-701325 Case Status: Full Certification Determination Date: 12/20/2021 Validity Period: _____ to _____

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

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

## 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 § |
|---|---|---|---|---|---|
| Central Arizona Farming, Inc. | 9254 N Ralston Rd.<br>Maricopa, Arizona 85139<br>MARICOPA | | 1/21/2022 | 11/20/2022 | 6 |
| Central Arizona Farming, Inc. | 53931 W Lower Buckeye Rd.<br>Tonopah, Arizona 85354<br>MARICOPA | | 1/21/2022 | 11/20/2022 | 6 |
| Central Arizona Farming, Inc. | c. 66-86 Center of the Word Dr.<br>Felicity, California 92283<br>IMPERIAL | | 1/21/2022 | 11/20/2022 | 6 |
| | | | | | |
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**Form ETA-790A Addendum B** **FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-21315-701325 Case Status: Full Certification Determination Date: 12/20/2021 Validity Period: _____ to _____

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

## D. Additional Housing Information

| 1. Type of Housing * | 2. Physical Location * | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Applicable Housing Standards * |
|---|---|---|---|---|---|
| Motel | El Rancho Motel - 2201 S 4th Ave<br>Yuma, California<br>IMPERIAL | El Rancho Motel will provide Central Arizona Farming, Inc. with accommodations for 120 workers during the contract period. Central Arizona Farms, Inc. will occupy 30 units. Each room has the capacity to fit 4 workers. Individuals will be provided with their own beds and place to store their personal belongings. The employer will provide transportation. | 30 | 120 | ☑ Local<br>☑ State<br>☑ Federal |
| Barack | 3931 W Lower Buckeye Rd.<br>Tonopah, Arizona 85354<br>MARICOPA | | 8 | 265 | ☑ Local<br>☑ State<br>☑ Federal |
| Houses | 51040 W Valley Rd.<br>Agulia, Arizona 85320<br>MARICOPA | | 4 | 40 | ☑ Local<br>☑ State<br>☑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |



**Form ETA-790A Addendum B** **FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-21315-701325 Case Status: Full Certification Determination Date: 12/20/2021 Validity Period: _____ to _____

## H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

| 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/tools; 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; and deductions expressly authorized by the worker in writing (if any).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. See addendum C.

b. Job Offer Information 2

| 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*) *

3 months of harvesting experience jn any of the commodities listed. Specific requirements include lifting up to 48 pounds frequently and able to use hand tools, including cutting knives. Must be able to work under conditions where skin and clothing become heavily soiled with mud, water, grease, 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. See addendum C.

## H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

| 1. Section/Item Number * | D.10 | 2. Name of Section or Category of Material Term or Condition * | Additional Housing Information |
|---|---|---|---|

3. Details of Material Term or Condition (*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. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards. Additionally, onsite laundry access will be available to workers at no cost. See addendum C.

d. Job Offer Information 4

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

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

Free transportation will be provided from the housing location to the work site and return each day. At worksites in California, free transportation will also be provided during the meal break to transport workers to and from the worksite to nearby offsite eateries. All employer-provided transportation will meet at a minimum the same Federal standards for vehicle safety, vehicle insurance and driver licensure applicable to most other agricultural workers.

## H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - COVID Testing and Precautions |
|---|---|---|---|

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

COVID-19 PRECAUTIONS:

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.

The employees should expect to be tested for COVID-19 and may, with voluntary consent, be vaccinated.

f. Job Offer Information 6

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

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

At the sole discretion of the employer, drug and alcohol testing may be conducted post-hire at the employer's expense and is not part of the interview process. Workers may be subject to mandatory drug testing if they have been involved in a reportable accident or upon reasonable suspicion that drug use may be impacting job performance. Any drug test will be conducted at the employer's expense. All drug testing will be conducted post-hire.

## H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

The Company will provide all tools and equipment necessary to perform all required tasks at no cost to the worker. 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. Job Offer Information 8

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

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

Offered Wage: 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 $13.67 per hour for work performed in Arizona and $16.05 per hour for work performed in California (unless rescinded by court order or other action). Higher or different wage rates may apply during contract period based on market conditions, 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. Hourly Wage Guarantees: Workers will be guaranteed $13.67 per hour for work performed in Arizona and $16.05 per hour for work performed in California (unless rescinded by court order or other action).

## H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

| 1. Section/Item Number * | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - Pay Deductions |
|---|---|---|---|

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

Workers living in employer provided housing without kitchen facilities will receive three meals per day, seven days a week, by catering. A deduction of $13.17 per day (or higher when the Department of Labor publishes the new maximum meal deduction rate or the Department of Labor approves a higher meal charge) for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing. The employer will provide 3 meals per day, seven days a week. Mealtimes may vary by the needs of the employee's work schedules. This deduction applies to employees who are offered meals beginning on the first day the worker occupies the employer-provided housing.

j. Job Offer Information 10

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Requirements - Job Duties (Agricultural Equipment) |
|---|---|---|---|

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

Tractor: Drive and control farm equipment to till, plant, cultivate, mow, and harvest crops. Many operations such as maintenance and or repair require good physical ability and knowledge. Workers may ride equipment such as irrigation tape injectors and or plastic mulch laying equipment. Other job duties include:

o Harvest trailers, loading and unloading of seed, plants, materials and chemicals by hand or forklifts.
o Adjust, repair, and service farm machinery and notify supervisors when machinery malfunctions.
o Observe and listen to machinery operation to detect equipment malfunctions. Multiple daily inspections of equipment or facilities to determine safety, condition, and maintenance needs.
o Lay irrigation tape, burn, spray, pull, build and maintain ditches by hand, tractor, and loader.
o Furrow irrigation preparation and maintenance of head and tail ditches, such as rowbuck, blade, and hand operated shovel when necessary.
o Mixing of specified materials or chemicals, and dump solutions, powders, bottles, buckets, water soluble packets, and seed into planter, sprayer, or mixing equipment. Prepare materials or solutions for application, utilization of supplied personal protection equipment per label instructions.
o Operate or tend equipment used in agricultural production, such as tractors, trucks, irrigation pumps, loaders, forklifts, hand trucks, pickups, atv, trailers, man lifts, fuel tanks, water tanks, water trucks, chemical tank trailers, propane tank and harvest equipment.
o Manipulate controls, monitors, touch screens, to safely operate agricultural equipment.
o Operate equipment while observing and monitoring of workers riding equipment while transplanting, laying irrigation tubing, plastic mulch, burning and spraying ditches, planting, cultivating, tilling, pulling plastic mulch or tape.
o Load hoppers, totes, buckets, conveyors, augers to feed machines with products, using tractors, loaders, forklifts, transfer augers, belts, buckets, and shovels.
o Spray fertilizer or pesticide solutions to control insects, fungus, weed growth, and diseases by hand, pull type, and self-propelled sprayers.
o Attach farm implements such as plows, discs, cultivators, mowers, shredders, rippers, blades, etc, both pull type, link mounted, and power take off driven implements.
o Operate towed, integrated, or link mounted machines while planting, fertilizing, dusting, burning, and spraying crops.
o Walk beside or riding on machines while planting, tilling, harvesting or post-harvest cleaning of fields.
o Drive trucks to haul crops, supplies, tools, fuel, or farms workers.
o Weigh containers, record weights, counts of seed, crops, containers, supplies, chemicals, products being applied, planted, hauled, stored, harvested and transferred. Record, report and turning information into supervisor.
o Must be able to read and execute written work orders, fill out information and return forms to supervisors per shift. All work is to be performed safely and in accordance to regulation, and company policies. Proper personal protection must always be worn. Work is conducted day and or night shifts, weekends, holidays as needed.

## H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Requirements - Job Duties (Lemon Drop, Honeydew, Gold |
|---|---|---|---|

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

Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Cutter: The “Cutter” will be responsible for walking through the field, bending down, and locating a package ready melon. Upon locating the melon, workers will use a Company-supplied knife to cut the melon from the vine. After cutting the melon from the vine, workers will rise up and place the melon on the field pack machine tray and continue through the field. Equipment supplied by the Employer includes gloves and a cutting knife.

Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Grader/ Packer: The “Packer” will stand on the field pack machine as it moves through the field. Workers will reach up and retrieve a carton, placing the carton on the field pack machine tray. From the tray holding the package ready melons, workers will retrieve the appropriate sized melon for the carton, and place the melon in the carton. Once the carton is filled, workers will move the carton to the conveyor belt for the Set Off. Equipment supplied by the Employer includes gloves.

Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Labeler: The “Labeler” will stand on the field pack machine, and from a pre-pasted roll of stickers, place a sticker on each melon that has been packed in the carton. Equipment supplied by the Employer includes gloves.

Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Box Maker: The “Box Maker” will stand on the field pack machine. From a stack of un-made cartons, workers will pick up a carton and fold it into a made carton. Once they have made the carton, workers will place the carton on the overhead storage rack for use by the Packer position. This will continue as the field pack machine moves through the field. Equipment supplied by the Employer includes gloves.

l. Job Offer Information 12

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Requirements - Job Duties (Watermelon) |
|---|---|---|---|

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

The positions of Watermelon Cutter, Watermelon Loader, Watermelon Labeler, Watermelon Sorter, Watermelon Packer, and Watermelon Pitcher only apply to watermelons. Watermelon Cutter: The “Cutter” will walk through the field bending down to bed level. Once at bed level, the cutter will determine melons that are ripe, and using a company-supplied knife workers will cut the melon from the vine. After cutting the melon from the vine, workers will place the melon in the furrow or on the belt. Workers will move through the field using the same procedure as they approach each melon. Equipment supplied by the Employer includes gloves and a cutting knife.

Watermelon Loader: The “Loader” will walk through the field behind a self propelled conveyor. Workers will bend down to ground level and pick up each melon left by the cutter. Workers will then rise up with the melon and place the melon on the self propelled conveyor belt. This procedure will continue through the field until all of the cut melons have been picked up.

Watermelon Labeler: The “Labeler” will stand on a platform, and using pre-pasted stickers, peal labels from the role and place a label on each melon passing along on the conveyor belt.

Watermelon Sorter: The “Sorter” will stand on the platform adjacent to the sort table. Workers will determine the melon size and direct the melon into the lane for that particular size. This will continue throughout the days harvest.

Watermelon Packer: The “Packer” position will stand on the melon trailer and pick up melons from the sized lane and place the melon into the appropriate bin designated for that particular size. This position will continue throughout the days harvest.

Secondary Harvest Method: Pitching and Cutting of Watermelon.

Watermelon Cutter: The “Cutter” will walk through the field bending down to bed level. Once at bed level, workers will determine melons that are ripe, and using a company-supplied knife workers will cut the melon from the vine. After cutting the melon from the vine, workers will place the melon in the furrow. Workers will move through the field using the same procedure as they approach each melon. Equipment supplied by the Employer includes gloves and a cutting knife.

Watermelon Pitcher: The “Pitcher” will walk through the furrow, bend down retrieving the melon from the furrow, lift the melon, and pitch the melon to the pitcher standing in the next furrow. Workers will form a chain in the field pitching melons up to a trailer where they are placed in a bin. Equipment supplied to the pitchers by the Employer includes gloves.

Watermelon Labeler: The “Labeler” will stand in the field, and using pre-pasted stickers, peal labels from the role and place a label on each melon.

The positions of Packer, Grader, Cleaner, and Box Maker apply to the Packing Facility only.

Packer: Workers will be able to place melons from a conveyor belt into a cardboard carton and slide carton to another conveyor belt. Workers will also be responsible for final grading of melons.

Grader: Workers will be responsible for initial grading of fruit, discarding fruit not acceptable for packing as determined by management.

Cleaner: Workers will be responsible for sanitary cleaning of the packing facility as trained and directed by management. Use of cleaning tools provided, brooms, brushes, cleaning and sanitary solution. All gloves, aprons, and hairnets provided by Company.

## H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Requirements - Job Duties (Nursery and Greenhouse) Cor |
|---|---|---|---|

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

Machinery Maintenance Mechanic: Repairs machinery or mechanical equipment. Work involves most of the following: Examining machines and mechanical equipment to diagnose source of trouble; dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts; replacing broken or defective parts with items obtained from stock; ordering the production of a replacement part by a machine shop or sending the machine to a machine shop for major repairs; preparing written specifications for major repairs or for the production of parts ordered from machine shops; reassembling machines and making all necessary adjustments for operation. In general, the work of a Machinery Maintenance Mechanic requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience. Excluded from this classification are workers whose primary duties involve setting up or adjusting machines.

Transplanter: Workers will be seated on an implement being pulled by a tractor in the field and will place individual plants in the seed hole.

n. Job Offer Information 14

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Requirements - Job Duties (Truck Operator) |
|---|---|---|---|

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

Truck Operator: Workers will operate Company owned or leased trucks that bring Company product from the fields of operation to the Packing Facility in Sidewinder Farm Felicity, CA and deliver them daily to the Packing Facility in Aguila, AZ. A valid U.S. Commercial Driver's License or International Commercial Driver's License is required.

## H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Requirements - Job Duties (Cantaloupe) |
|---|---|---|---|

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

Melon Harvest:

Cantaloupe Cutter: The “Cutter” position will be responsible for walking through the field, bending down, and locating a package ready melon. Upon locating the melon, workers will use a Company-supplied knife to cut the melon from the vine. After cutting the melon from the vine, workers will then place the melon in the furrow and continue through the field. Equipment supplied by the Employer includes gloves and a cutting knife.

Cantaloupe Loader: The “Loader” position will walk in the furrow behind a self propelled conveyor. While walking in the furrow the workers will bend down and pick up each melon left by the cutter. The workers will then place the melon on the conveyor belt. The self propelled conveyor moves through the field, allowing each melon left by the cutter to be placed on the belt by the Loader position. Equipment supplied by the Employer includes gloves.

p. Job Offer Information 16

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Requirements - Job Duties (Watermelon) Continued |
|---|---|---|---|

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

Box Maker: Workers will be responsible for placing cartons on the box machine, refilling glue container and insuring boxes are delivered to the conveyors.

Workers must keep pace with the rest of the crew.

## H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Requirements - Job Duties (Nursery and Greenhouse) |
|---|---|---|---|

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

Plastic Removal/Laying and Disposal:
Workers will walk through a field either bending over and hand pulling plastic or using a company supplied handle hoe to remove plastic placed on beds, leaving bundles of plastic in field and will then pick up bundles, place them in trailer for removal. Workers will repair and flush drip tape irrigation lines and perform irrigation functions as directed by Foreperson.

Green House:
Greenhouse Cleaner: The cleaning position consists of general cleaning of the Greenhouse. Workers are responsible for picking up trash inside and outside of the tunnels including the whole facility. Workers are provided with trash bags for garbage containers. Workers are also responsible for checking all mice traps throughout the Greenhouse facility. Workers will clean the germination room using Company cleaning products; Workers are also responsible for cleaning the Seeding machine after each seeding and sanitizing the floors assuring that peat moss(soil) residue is removed. Workers must wear Company-provided protective gear at all times, dust mask, gloves and safety glasses.

Greenhouse Seeder: The position of the Seeder is to provide seed to the Seed Machine and ensure the machine is functioning properly. Each tray is filled properly and packed with peat moss(soil). Trays are covered with vermiculite and are watered. Seed is deposited in each hole of the trays, and also select the correct seed varieties for the day. Workers must wear Company provided protective gear at all time including dust mask, gloves and safety glasses.

Greenhouse Tray Racker: This position requires placing the trays on the empty racks that are on the carts. Carts are placed in a front position aligned with conveyor of the seeding machine. The trays are moving on a conveyor belt which is connected to the seeding machine. Trays are covered with vermiculite and water. Worker removes the tray off the conveyor belt and places trays onto empty rack on cart. Each cart has approximately 20 or 21 racks, each rack carries 12 trays. Workers must wear Company provided protective gear at all times including dust mask, gloves and safety glasses.

Greenhouse Loading Soil Mixture: This position requires placing in the mixing machine the peat moss(soil), vermiculite, and water. Workers fill the conveyor belt onto the auto-stacker with empty trays. The empty trays are automatically moved to the seeding machine, then workers fill the vermiculite container. Workers move the full carts to the germination room. Workers must wear Company-provided protective gear at all times including dust mask, gloves and safety glasses.

Greenhouse Forklift Operator: Forklift operators load and unload the trucks/trailers that are transporting the plants to the different ranches or fields. Workers will move the full carts that leave the germination room into the tunnels. Workers will unload the trucks that arrive with peat moss(soil) and vermiculite that is used for the seeding. Workers will place pallets with trays, peat moss(soil), vermiculite and all other items that are used to complete this task. Workers must wear Company-provided protective gear at all times including dust mask, gloves and safety glasses.

r. Job Offer Information 18

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Requirements - Job Duties (Broccoli) Continued |
|---|---|---|---|

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

Field 10 Pallet Forklift Operator: Workers will operate a 10 Pallet forklift to unload empty bins from flatbed trailers, place them on the ground and load full bins onto flatbed trailers as directed and trained by Supervisory Personnel.

Irrigation Worker: Load sprinkler pipes and main pipes on the sprinkler trailers. Unload sprinkler pipes from sprinkler trailers; spread and connect Sprinkler pipes after planting; put the sprinkler to work; repair bed sprinkler; open plugs sprinklers; spread the main pipes; and assemble all the sprinkler system. Pull the sprinkler line to the next field, pick up the sprinklers pipes and load it on the sprinkler trailers. Check, clean, and repair the drip system, including repair drip leeks, open and close valve, flush drip line, prevent drip line leeks. Inject fertilizer as needed.

Irrigator: Workers will flush, repair, and clean water filters. Will move filters to different locations in the farm with tractor. Will open and close valves when cycles start and finish. Workers will put water pipes in canal, suck water from canal into fields, and regulate water flow. Workers will clean water canal and repair drip tape.

Thinning and Weeding Crew: After emerging thine the stand to the correct spacing with a hoe or by hand, weeding with hoe or by hand between the Broccoli and Melons.

## H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Requirements - Job Duties (Broccoli) |
|---|---|---|---|

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

Broccoli harvest consists of: Cutters, Bunchers, Packers, Set off, Carton makers.

Cutters: A team of up to 14 workers will walk behind a harvest machine for different hours throughout the day. With a knife in hand hand, workers will cut a broccoli plant at different sizes of stem and head size. Once a plant is selected by size and quality, workers will cut plant with knife and then peel off excess leaves until the stem is clean. The stalk and head size will be determined by Supervisor. Workers will walk in very wet muddy conditions; cold wind and rain is common.

Bunchers: Workers will work with a bunching machine. This machine utilizes air pressure and it can be a very dangerous tool, therefore all workers will be trained on how to use the machine. Workers will select 2 to 4 heads of broccoli depending on bunch size requested by Supervisor. Once selected with one hand, workers will take rubber band and put it in the bunching machine and activate a button to allow air pressure to open mechanism and then place broccoli inside bunching machine. Once inside, workers will lightly push down on broccoli bunch as well as air button. An air-operated knife will make a cut on all stems. Once done, workers will remove broccoli bunch and place it on packing table. and repeat operation over and over again.

Packers: 4 to 6 workers perform this task. Workers will take a premade box (sometimes making box themselves) and place broccoli bunches in a pattern determined by Supervisor. Pack can consist of bunches at any length per box and crowns (head of broccoli). Sometimes broccoli heads can be packed in loose pack with different counts of heads per box. Once packed, workers will then close box and place on a roller onto the transport trailer.

Set Off: Consists of workers placing up to 12 pallets on transport trailer. Sometime pallets weigh up to 24lbs. Workers will place full boxes in a pattern, usually 6 per tear with different heights sometimes up to 10 layers per pallet. Next, workers will secure up to 3 layers by placing a strap around each layer. Workers will assist Operator in securing load while in the field by placing plastic holders on top of load once trailer is full and placing ropes across both sides of trailer to secure load before leaving the field.

Carton Maker: Workers will handle 20 pound bail of carton and fold them in carton shape. Carton makers in the packing house will use a machine to fold cartons.

0perators: Will typically operate a tractor pulling a harvest machine as well as a trailer through the field. Will have to know tractor operation in the field as well as on the road. In the field, worker will back and empty trailer and hook up to harvest machine. Workers will operate air compressor by engaging a lever. Workers will hook up air lines into harvest machine and operate through the field at a speed requested by Supervisor Carton Makers, usually 2 to 3. All workers will assist with transferring empty stacked boxes onto harvest machine. Once placed on machine, workers will brake bundles apart and make boxes by hand and place them on a conveyor on top of harvest machine where packers have access to them.

Tagger: Consists of workers being able to use a computer to print out labels and then hand apply them to each packed box.

Facility Forklift Operator (Single/Double): Workers will operate a forklift to load pallets of packed product into refrigerated trucks as directed and trained by Supervisory Personnel.

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 - Reimbursements |
|---|---|---|---|

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

If the worker completes 50% of the work contract period, the employer will 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 will be equivalent to the most economical and reasonable common carrier transportation charges for the distance involved.

## H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Reimbursements (Continued) |
|---|---|---|---|

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

Under section 20 CFR 655.122(h)(1) and (p), and consistent with the Fair Labor Standards Act (FLSA), employer will reimburse a worker for inbound transportation costs by the first payday to the extent that those costs effectively bring a worker's wages below the FLSA minimum wage during the first workweek of employment. Employers will not require workers to pay for expenses that are for the primary benefit of the employer, through deductions or otherwise, when doing so would effectively bring a worker's wages below the FLSA minimum wage during the first workweek of employment. The amount of the daily subsistence payment will be a minimum of $13.17, or as required by law. This is equivalent to the amount the employer will charge the worker for providing the worker with three meals per day.

v. Job Offer Information 22

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

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

Central Arizona Farming, Inc., through an in-house catering agreement,  will provide 6 H-2A workers meals 3 times per day, Monday through Sunday. The agreement is in place from January 21, 2022 to November 20, 2022. Meals will be distributed daily at the following times: Breakfast and lunch will be distributed at 6:00am and Dinner at 5:00 pm. All meals will be distributed at the dining halls located at our Aguila and Harquahala locations. Central Arizona Farming, Inc.will pay their in-house catering team directly for the meals.