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 * Ag Equipment Operator

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	4	4	3. Begin Date * 2/9/2022	4. End Date *10/28/2022

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**	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	0	h. Saturday

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 2 : 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	$ 00 . 00	See Addendum A.

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-300-21330-726921 Case Status: Full Certification Determination Date: 01/10/2022 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 *
3493 Taylor Drive

2. City *	3. State *	4. Postal Code *	5. County *
Ukiah	California	95482	Mendocino

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
Additional worksites are outlined in Addendum B.

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 *
106 Laws Avenue

2. City *	3. State *	4. Postal Code *	5. County *
Ukiah	California	95482	Mendocino

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Apartment	5	20

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)* *
NONE

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.)*

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Kitchens, utilities and cooking and eating utensils will be provided at no cost to occupants of Employer-provided housing. 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 Employer-provided housing facilities. No kitchen facilities or meals are provided to workers not occupying Employer-provided housing. Employer will provide access to groceries.

2. If meals are provided, the employer: *			
	☑ **WILL NOT** charge workers for such meals.		
	☐ **WILL** charge workers for such meals at	$ _____ . _____	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.)

See Addendum C

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (707) 462-4168	admin@noblevm.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 §
Rodrigue	Tyler	
4. Title * President		
5. Signature (or digital signature) * Digital Signature Verified and Retained By Certifying Officer		6. Date signed * 12/17/2021

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.

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
	Pruning	$ 00 . 10	Piece Rate	Pruning - low density at a piece rate of $0.80 per vine and high density per hour at a piece rate of $0.10.
	Suckering	$ 00 . 03	Piece Rate	Suckering - low density at a piece rate of $0.80 per vine and high density at a piece rate of $0.03 per vine
	Wire Move	$ 00 . 05	Piece Rate	Wire Move - low density at a piece rate of $0.05 per vine and high density at a piece rate of $0.35 per vine
	Leaf Thinning	$ 00 . 07	Piece Rate	Leaf Thinning - low density at a piece rate of $0.36 per vine and high density at a piece rate of $0.07 per vine
	Tying	$ 00 . 03	Piece Rate	Tying - low density at a piece rate of $0.05 per vine and high density at a piece rate of $0.03 per vine
	Replant	$ 00 . 85	Piece Rate	Replant - low density at a piece rate of $1.80 per vine and high density at a piece rate $0.85 per vine
	Hand Harvest	$ 01 . 00	Piece Rate	Hand Harvest - low density at a piece rate of $3.22 per vine and high density at a piece rate of $1.00 per hour for a twenty-five-(25) pound box
	Trellis Modification	$ 00 . 50	Piece Rate	Trellis Modification - low density at a piece rate of $1.50 per vine and high density at a piece rate of $0.50 per vine
	Vine Planting	$ 00 . 73	Piece Rate	Vine Planting - low density at a piece rate of $1.50 per vine and high density at a piece rate of $0.73 per vine
	Vine Layout	$ 00 . 10	Piece Rate	Vine Layout - low density at a piece rate of $0.36 per vine and high density at a piece rate of $0.10 per vine

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 §
Fetzer Vineyards	5500 Butler Ranch Road Ukiah, California 95482 MENDOCINO	Butler Ranch	1/12/2022	10/28/2022	4
Fetzer Vineyards	12901 Old River Road Hopland, California 95449 MENDOCINO	Blue Heron	1/12/2022	10/28/2022	4
Fetzer Vineyards	12901 Old River Road Hopland, California 95449 MENDOCINO	Cooperage Creek	1/12/2022	10/28/2022	4
Fetzer Vineyards	12901 Old River Road Hopland, California 95449 MENDOCINO	Dooley Creek	1/12/2022	10/28/2022	4
Fetzer Vineyards	4600 Old River Road Talmage, California 95481 MENDOCINO	Chalfont Ranch	1/12/2022	10/28/2022	4
Fetzer Vineyards	12901 Old River Road Hopland, California 95449 MENDOCINO	Los Cerros	1/12/2022	10/28/2022	4
Fetzer Vineyards	12901 Old River Road Hopland, California 95449 MENDOCINO	Sundial Ranch	1/12/2022	10/28/2022	4
Fetzer Vineyards	12901 Old River Road Hopland, California 95449 MENDOCINO	Hooper Ranch	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	8500 Old River Rd. Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	301 Bonville Road Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4

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 §
Noble Vineyard Management, Inc.	4752 Burke Hill Drive Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	13351 Highway 128 Boonville, California 95415 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	11480 Anderson Valley Way Boonville, California 95415 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	12500 Pine Ave. Potter Valley, California 95469 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	2495 East Finley Road Lakeport, California 95453 LAKE	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	8601 E. Road Potter Valley, California 95469 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	3400 Old River Road Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	26501 River Road Cloverdale, California 95425 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	28197 River Road Cloverdale, California 95425 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	11600 Anderson Valley Boonville, California 95415 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4

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 §
Noble Vineyard Management, Inc.	10700 Eastside Road Potter Valley, California 95469 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	5750 Old River Road Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	4401 Old River Rd. Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	6800 Old River Road Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	2401 Tinall Ranch Rd. Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	3493 Taylor Drive Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	2801 S. State Street Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	10501 Old River Road Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	501 Parducci Road Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	3650 East Side Calpella Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4

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 §
Noble Vineyard Management, Inc.	652 Chiquita Rd Healdsburg, California 95448 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	4250 Old River Rd. Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	5107 Slusser Road Windsor, California 95492 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	6820 Star Road Windsor, California 95492 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	6359 Mt. View Ranch Road Healdsburg, California 95448 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	641 Limerick Lane Healdsburg, California 95448 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	17300 Spencer Lane Calistoga, California 94515 NAPA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	9250 Highway 29 Lower Lake, California 95457 LAKE	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	7799 Franz Valley Road Calistoga, California 94515 NAPA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	32265 HWY 128 Yorkville, California 95494 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4

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 §
Noble Vineyard Management, Inc.	300 Plant Road Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	4730 Davis Dr. Lakeport, California 95453 LAKE	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	10747 Main Street Potter Valley, California 95469 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	4400 Old River Road Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	10200 West Road Redwood Valley, California 95470 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	2666 Mark West Station Windsor, California 95492 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	4400 Old River Road Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	4100 Burke Hill Drive Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	5350 Old River Road Ukiah, California 95482 MENDOCINO	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	4825 Soda Bay Road Kelseyville, California 95451 LAKE	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4

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 §
Noble Vineyard Management, Inc.	1500 Chalk Hill Healdsburg, California 95448 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	120 Old Vine Lane Windsor, California 95492 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	999 Forman Lane Healdsburg, California 95448 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	4500 Stony Point Rd. Cotati, California 95492 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	3062 Adobe Road Petaluma, California 94954 SONOMA	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4
Noble Vineyard Management, Inc.	1496 Bell Hill Road Kelseyville, California 95451 LAKE	This worksite is operated by Noble Vineyard Management, Inc.	1/12/2022	10/28/2022	4

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*) *

Agricultural Equipment Operators perform specific jobs assigned by Vineyard Manager. Agricultural Equipment Operators perform a variety of mechanical tasks, including but not limited to discing, mowing, hedging, and operating specialized tractor equipment (leaf puller, duster, sprayer, machine harvester, etc.). Agricultural Equipment Workers will perform all aspects of vineyard-related tractor and equipment activities including:
-Completion of specific tasks as assigned
-Assistance with soil preparation
-Installation and maintenance of trellises/supports
-Installation and maintenance of irrigation system
-Harvesting of crops
-Performance of other activities agricultural in nature, including a variety of manual, repetitive tasks generally performed by Vineyard Workers, such as watering, weeding, loading/unloading containers and trucks, pruning, tying, training and removing suckers and leaves, thinning, harvesting, trimming, staking and irrigating. Agricultural Equipment Operators may perform other functions as needed, including but not limited to all aspects of vineyard related duties including:
. Completion of specific tasks as assigned
. Pruning and tying grape vines
. Training and removing suckers from vines as needed
. Training and removing leaves from vines as needed
. Thinning fruit/ weeds to improve fruit/ crop quality
. Harvesting crops
. Determining which grapes are suitable for Harvest
. Cutting bunches of grapes from vine with knife
. Moving picking trays between vines until full
. Dumping full picking trays into gondola
. Performing essential functions such as pruning according to instructions, cutting away excessive growth using pruning knife and shears
. Assisting with soil preparation
. Installing and maintaining trellises/supports
. Installing and maintaining irrigation system
. Clearing fields of rocks and other debris
. Performing other duties agricultural in nature
. Identifying weed from crops

The employer hereby specifies that the workers will be using a long-handled hoe (longer than 4 feet) for all weeding activities. There will not be any hand weeding. The workers will be hand thinning the grape vines by removing leaves. A hoe cannot be used for this because the leaves are above ground attached to the vine. The workers conduct the removal while both squatting and standing, but not on their knees. Leaf removal via hand thinning is essential for Grape Harvest: as it improves vine air circulation, exposes the fruit to more sunlight, and improves the overall quality of the grapes.

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 workers 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 as resulting of willful, dishonest, or grossly negligent action (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/tools, 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).

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*) *

Workers must be able to lift 50 lbs frequently. No smoking, drinking, or illegal weapons or controlled substances in the fields or in housing. Cannot be color blind due to the need to distinguish colors of crops. Able to stoop, bend, and work in cold and wet conditions. Able to use tools such as pruning shears, grape knives, hand saws, weed eaters, hedgers, shovels. Workers may use chains saws. Safety use and training provided by employer. Workers must abide by Employer housing rules. Proficiency in English or Spanish is preferred for training and safety purposes. (i.e. Workers must listen to, understand and follow instructions of Employer supervisors and managers.) Workers who have a valid driver's license and doctor's certificate may drive vehicles to transport workers and may be offered additional hours.

See addendum C.

d. Job Offer Information 4

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 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.

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

Noble Vineyard Management Contact is Shannon Diaz at P.O. Box 1030, Ukiah, CA 95482 (mailing address only), telephone: (707) 462-4168 x 705, email: admin@noblevm.com.

Contacts may be made by phone or in person 5350 Old River, Rd, Ukiah, CA
95432) on the following days Monday through Saturday, between the hours of 6:30 am to 5:00 pm, except on federal holidays.

All referrals from State Workforce Agencies must be sent to the employer in writing by email and must include referral contact name, phone number, and email address if an email address is available. Telephone or in-person interviews will be at no cost to workers. Directions to our physical address are provided. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment. The employer will interview applicants by phone and in-person by appointment. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. There is an orientation on the first day of the job which workers are required to attend.

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.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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*) *

Employer will offer transportation at no cost to workers occupying Employer-provided housing to the worksite and return on a daily basis. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary, and workers are free to use their own transportation. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Employer.

f. Job Offer Information 6

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

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

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. 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 employer which is the place of recruitment (Mexico).

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 - No Cost Daily Transportation

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

Company-provided housing to the work site and return on a daily basis. The Company may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site. The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. All transportation to and from the daily work site is offered solely for the convenience of the workers and is strictly voluntary. No worker is required to use such transportation. Such voluntary transportation will include buses, vans, and carpooling using CalVans and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use. Workers are free to provide their own transportation to and from the daily work site. 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.

h. Job Offer Information 8

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 the 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 Mendocino County to provide family housing.

Workers may be reached at the following address and phone number:
ADDRESS: P.O. Box 1030, Ukiah, California 95482
PHONE: (707) 462-4168

In case of emergency, families can call the business office at (707) 462-4168 during normal business hours.

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.

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 - Additional Housing Information

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

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 times. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment. Employee may no longer occupy and shall immediately vacate the premises should the employer-employee relationship between employer and employee end.

j. Job Offer Information 10

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

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

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 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).

Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for 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.

If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer. Common areas of the housing may be shared with male workers.

Workers provided housing will be assigned to a specific housing unit by the employer, at the employer's sole discretion, and may occupy only the specific housing unit assigned. Housing assignments may be changed during the period of employment as the needs of the Employer dictate and to make most efficient use of housing facilities.

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 employer 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 not be offered daily transportation to and from the work site and transportation to and from shopping facilities and must provide or arrange their own transportation.

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.

See addendum C.

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 Job Requirements

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

Work is performed outdoors in open fields and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal field environment. Temperatures can range from 20 degrees F to over 100 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.

This work may entail exposure to plant pollens, insects 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.

Daily individual work assignments will be made by, and at the sole discretion of, the employer as the needs of the operation dictate. Workers must perform the assigned work and work at the assigned work sites and may not switch assignments without the specific authorization of an Employer supervisor. 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 station.

Workers will be expected to comply with all provisions of this Clearance Order and the employer's work rules and policies, and to perform any and all assigned tasks in a professional and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures.

All safety rules and instructions must be meticulously observed throughout the work day. All Noble Vineyard Management's 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. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with Employer policies and/or meet expectations will result in application of specified disciplinary procedures, up to and including termination.

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 at the employer's expense upon the occurrence of a reportable accident or upon reasonable suspicion.

Drug Screening: 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.

l. Job Offer Information 12

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*) *

Pruning, vine growing, vine training, cultivation, irrigation, canopy management, herbicide, pesticide, fungicide, fertilizer application, harvest is simultaneously conducted at all field sites by all crews throughout the harvest season.

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 - Terminations

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

The employer may terminate the worker if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct or fails to follow Employer rules; or (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; and (d) failure to show up for work for 5 consecutive work days without the employer's permission. Workers who fail to properly perform the job duties after a reasonable period of on-the-job training may be terminated for cause.

In the event of termination for medical reasons occurring after the arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place where the worker departed to the employer's place of employment. For H-2A workers coming from outside the United States, the law defines the place from where the worker departed to the employer's place of employment as the place of recruitment as defined above. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence (meals) incurred by the worker to get to the place of employment.

n. Job Offer Information 14

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

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

Workers will be guaranteed 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. The employer reserves the right to pay a bonus or higher-than-AEWR rate based on experience, tenure, etc.

Higher or different wage rates may apply during contract period based on market conditions but no less than $16.05/hr (unless the wage methodology changes by government or legal action). Employer assures that the required wage rate will be paid at the time that the work is performed. If the OFLC publishes a lower AEWR during the H-2A period of employment, the employer may pay the lower rate as long as it remains the highest of the AEWR, state or federal minimum wage, prevailing hourly wage, or piece rate, or collective bargaining wage. 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, 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.

Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.

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 - Training and Productions Standards

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

TRAINING: The employer will provide a 1-day training session (see attached training checklist) from each worker's initial date of employment and workers will be allowed 7 days (break-in period) from the initial date of employment to reach the production standards of the activity.

PRODUCTION STANDARDS: After completion of the training (1 day) and break-in period (7 days), workers will be expected to meet the following production standards:

1. Pruning - 21 vines for low density at a piece rate of $0.80 per vine and 161 vines for high density per hour at a piece rate of $0.10

Tying - 321 vines for low density at a piece rate of $0.05 per vine and 535 vines for high density at a piece rate of $0.03 per vine

Suckering - 21 vines for low density at a piece rate of $0.80 per vine and 535 vines for high density at a piece rate of $0.03 per vine

Wire Move - 321 vines for low density at a piece rate of $0.05 per vine and 45 vines for high density at a piece rate of $0.35 per vine

Leaf Thinning - 45 vines for low density at a piece rate of $0.36 per vine and 230 vines for high density at a piece rate of $0.07 per vine

Replant - 9 vines for low density at a piece rate of $1.80 per vine and 19 vines per hour for high density at a piece rate $0.85 per vine

Hand Harvest - 5 vines for low density at a piece rate of $3.22 per vine and 17 vines per hour for high density at a piece rate of $1.00 per hour for a twenty-five (25) pound box

Trellis Modification - 11 vines for low density at a piece rate of $1.50 per vine and 32 vines per hour for high density at a piece rate of $0.50 per vine

Vine Planting - 11 vines for low density at a piece rate of $1.50 per vine and 32 vines per hour for high density at a piece rate of $0.73 per vine

Vine Layout - 45 vines for low density at a piece rate of $0.36 per vine and 161 vines for high density at a piece rate of $0.10 per vine

p. Job Offer Information 16

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

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

The normal work week is hours (Monday - Friday) unless Acts of God or labor disputes make such a work week impracticable or impossible. The normal workday is 7 hours per day Monday through Friday. Work start and end times are typically 7:00 am to 2:30 pm. Daily start and end times vary based on weather and season. The worker may be asked to work on Sundays and/or Federal Holidays depending upon the conditions in the fields, weather and maturity of the crop. Workers are not required to work on Sundays or Federal Holidays. The Employer abides by California Wage Order 14. The employer abides by the seventh (7) day of rest rules.

Unpaid lunch breaks are 30 minutes with one (1) paid 10-minute break for every 4 hours worked. There is no lunch break on workdays that are 5 hours or less. Workers will be assigned a specific work schedule at the sole discretion of the employer.

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.

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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Notice of 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. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily.

r. Job Offer Information 18

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: 068-9120-4

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

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

The employer will utilize LaborMex for all inbound/outbound transportation needs. Notwithstanding the language herein (i.e. reimbursement of inbound transportation and substance and visa cost by the 50% mark), the employer will reimburse inbound transportation, subsistence and/or visa costs before the end of the first week, if required by law (i.e. if such costs, if deducted from the employees pay would reduce the wage to below the federal minimum wage).

t. Job Offer Information 20

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

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