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

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

A. Job Offer Information

1. Job Title * Field Worker

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	96	85	3. Begin Date * 2/14/2022	4. End Date *10/2/2022

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. 6 : 00 ☑ AM ☐ PM
b. 1 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 17 . 51	☑ HOUR ☐ MONTH	$ ____.__	

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

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

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

H-2A Case Number: H-300-21350-771704 Case Status: Full Certification Determination Date: 02/03/2022 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 *
Abeloe Ranch 500 San Juan Grade Road

2. City *	3. State *	4. Postal Code *	5. County *
Salinas	California	93906	Monterey

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

Work will be performed in fields in and around Monterey County, California and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the work will be completed at the following locations which are owned or operated by Triangle Farms, Inc. Grower Contact: Josh Roberts at (831) 747-7465

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 *
1904 Monterey St

2. City *	3. State *	4. Postal Code *	5. County *
Soledad	California	93960	Monterey

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Apartment-Style	26	156

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)* *

The employer provides apartment-style housing which meets local, state, and federal standards. The property consists of 26 three-bedroom apartment units with capacity to house 6 people each. Each unit includes a complete kitchen, living room, bathroom and patio. On-site laundry, washers and dryers, are available to workers at no cost. Total Capacity: 156 workers.

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 furnish free and convenient cooking and kitchen facilities to all workers living in residential housing, 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 who occupy the same units in each of the Employer provided housing facilities. No kitchen facilities or meals are provided to workers not occupying Employer-provided housing. Employer to provide workers with transportation to grocery store. Employer to provide workers with 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.)

Company will offer voluntary transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its discretion, also offer voluntary 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.

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.)

Inbound and Return Transportation: 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.

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 (831) 755-7079	jobs@agsocio.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 §
Rogers	Matthew	
4. Title *		
General Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		12/29/2021

Employment Service Statement

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

Public Burden Statement *(1205-0466)*

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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Triangle Farms, Inc.	Amezquita Ranch - 844-860 Old Stage Rd. Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Allied/ Moffit Ranch: San Juan Grande Road at Boronda Road Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Andersen Ranch - 542 Old Stage Road Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Barcellos Ranch - Natividad Rd at Old Natividad Rd Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Blanco Ranch: 580 San Juan Grande Road Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Bondesen Ranch - 235 Natividad Rd. Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Borchard Ranch: 1119 Rogge Rd. Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Brazil Ranch - 222 Natividad Rd. Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Buena Vista Ranch: 510 River Rd. Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Christensen Ranch - 222 Natividad Rd. Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85

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 §
Triangle Farms, Inc.	Codiroli Ranch - E Boronda Rd Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Dayton Ranch: 800 Williams Road Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Dampierre Ranch - 844-860 Old Stage Rd Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Duncan Ranch - 801 Williams Rd Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Ferraschi Ranch: West Harrison Rd. & Russel Rd. Salinas, California 93907 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Flewell Ranch - Abbott Rd & Buena Vista Rd California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Hacienda Ranch 5 - Highway 101 and Hobson Avenue Greenfield , California 93927 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Harden Ranch - Natividad Rd. & Boronda Rd. Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Hartnell Ranch-2050 Alisal Road Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Hicks Ranch: Parker Rd., .15 miles south of River Road Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85

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 §
Triangle Farms, Inc.	Homen Ranch - Jolon Road and Pine Cyn Road King City, California 93930 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Igaz Ranch - 250 Natividad Rd Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Juanita Ranch: Highway 101 South & Esperanza Rd. Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms,Inc.	La Macchia Ranch - 33190 Gloria Rd. Gonzales, California 93926 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Leonardi Ranch - River Rd. & Pine Canyon Rd. Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Madolora Ranch: 261 Natividad Road Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	McCoy Ranch -382 Metz Road Salinas, California 93927 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Marci Ranch - 542 Old Stage Rd. Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Moffit Ranch - San Juan Grade Rd. at Boronda Rd. Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Mortensen Ranch - 1100 Rogge Road Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85

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 §
Triangle Farms, Inc.	Musante Ranch - Highway 101 at Spence Road Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Muther Ranch: 580 San Juan Grade Rd. Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Old Stage Ranch : Old Stage Rd Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Oshita Ranch - 34954 Metz Road and Shirtail Cyn Road Greenfield, California 93927 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Pedrazzi Ranch: River Rd & Parker Rd Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Piearcy Ranch - Jacks Road Chualar, California 93925 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	River Road Ranch: Highway 68 Northbound Exit and River Road Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Sala Ranch - 220 Harrison Rd Salinas, California 93907 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Short Ranch - 28407 Chualar Canyon Road Chualar, California 93925 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Silacci Ranch-Old Stage Road at Williams Road Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85

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 §
Triangle Farms, Inc.	Smith Ranch-118 San Juan Grade Road Salians, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Settrini Ranch - 250 Natividad Rd Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Sugarloaf Ranch: San Juan Grade Rd & Crazy Horse Cyn Rd Salinas, California 93907 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Tarp East Ranch : 520 River Rd Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Tarp Ranch: 91 Hunter Lane Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Struby Ranch-10 San Jon Rd Salinas, California 93907 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Tarp Middle: 500 River Road Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Tarp West: 99 Pine Canyon Rd Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Tholcke Ranch - 997 Williams Rd. Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Tunnel Organic Ranch: Metz Rd at Rio Rd King City, California 93930 MONTEREY	3.7 miles south of Elm Avenue	2/14/2022	10/2/2022	85

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 §
Triangle Farms, Inc.	Tunnel Ranch - Metz Road at Rio Road King City, California 93930 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Violini Ranch - River Road at Laguna Rd. Salinas, California 93908 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	W&S Ranch - 118 San Juan Grade Road Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Wilson Ranch- Oasis Rd & Lockwood San Lucas Rd. King City, California 93930 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Yoshida Ranch - 383 Natividad Road Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Ranch #1: (JVO): 32945 San Vicente Road Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Wilson Ranch (JVO): Oasis Rd and Lockwood/San Lucas Rd. King City, California 93930 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Ranch #4 (JVO): 33190 Gloria Rd Gonzales, California 93926 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Dole Ranch #5 (JVO): 32655 Camphora Gloria Rd. Soledad, California 93960 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Abeloe Ranch: 500 San Juan Grande Road Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85

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 §
Triangle Farms, Inc.	Wilson West Ranch (JVO)Oasis Rd and Lockwood/San Lucas Rd. King City, California 93930 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Frew: Highway 101 @ Teague Ave Greenfield, California 93927 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Hacienda 6Highway 101 at Hobson Ave Greenfield, California 93927 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Hacienda 7:Highway 101 at Hobson Ave Greenfield, California 93927 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Jarvis Ranch 432 Espinosa Rd. Salinas, California 93907 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Moffit Allied RanchSan Juan Grade Rd. at Boronda Rd. Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85
Triangle Farms, Inc.	Alexander Ranch : 1151 Rogge Road Salinas, California 93906 MONTEREY		2/14/2022	10/2/2022	85

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 *
Apartment Style	148 Encinal St Soledad, California 93960 MONTEREY	The employer provides apartment-style housing. Consists of 17 apartments including: 2 bedrooms / 1-bathroom apartments with capacity to house 5 people each; 1 bedroom/ 1-bathroom apartments with capacity to house 3 people each; and studio apartments with 1 bathroom each with capacity to house 3 people each. All apartments are equipped with complete kitchen, living area, and patio.On-site laundry, washers and dryers are available to workers. Total Capcity: 55 workers.	17	55	☑ Local ☑ State ☑ Federal
residential/single family	220 Natividad Road Salinas, California 93906 MONTEREY	Christensen Ranch House is located at 220 Natividad Road, Salinas, CA 93906. The employer provides residential/single family dwelling housing which meets local, state, and federal standards. The housing consists of 1 unit with 4 shared bedrooms, 2 full baths and 2 half baths. There is a complete kitchen, living area, and yard. On-site laundry, washers and dryers are available to workers at no cost. Total Capacity: 16 workers.	1	16	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-21350-771704 Case Status: Full Certification Determination Date: 02/03/2022 Validity Period: _____ to _____

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*) *

Field Workers: to perform the following duties on all row crop vegetables.

Crop cleaning/weeding:
Workers walk on uneven furrows. Under the direction of the field supervisor, field workers look for weeds around crops and in between product seed lines and uses a (long handled hoe) to clean out unwanted product. The worker cleans the lot for any unwanted leaves on the beds and seed lines and takes it out of the field as instructed by field supervisor.
Thinning:
Workers walk in uneven furrows. Under the direction of the field supervisor, field workers look for the specified gap between seeds, and using a long-handled hoe thins out any excess crop/seeds and/or weed on the seed line and leaves the desired product and gap on the field. The worker cleans the lot for any unwanted weed on the beds and seed lines and takes it out of the field as instructed by field supervisor.
Hand "manual" Cleaning ("pellizco")
Workers walk in uneven furrows. Under the direction of the field supervisor, field workers look for weeds around crop and in between product seedlings and have to bend and/or be on their knees to manually clean out unwanted product. The worker manually cleans the lot for any unwanted weed on the beds and seedlings and takes it out of the field as instructed by field supervisor.

Transplant:
Field workers to perform the following duties: Field workers work on the transplanting machine platform and/or walk on uneven furrows behind a transplanting machine. As the machine moves, the workers working on the machine platform manually load trays of product into the transplanting machine to be inserted automatically by the machine into the soil. As the machine moves forward, under the direction of the field supervisor, the workers walking behind the machine on uneven furrows and have to carry trays of product. As field worker walk, they have to look for gaps not filled in by the transplanting machine. If there are gaps or product not transplanted correctly by the machine, the field worker has to manually grab the product from tray, the workers then bend at the waist and inserts (plants it) in the bed (on soil).

Irrigation: Field worker to perform the following duties:

Irrigation Flood: Workers walk on uneven furrows. Using a shovel, workers shape and/or remove soil gates within the furrow to give access or obstruct water flow in field. Workers have to manually connect plastic irrigation pipes that connect the water source line into the field. These pipes weigh approximately 5lb, are 5ft in length, and 2'' in width. All work is performed in the field.
Pre-Irrigation: Workers walk on wet uneven furrows and across beds. Field workers move within the field looking for any non-working or clogged sprinklers. Under the direction of the field supervisor, workers make sure sprinklers aren't clogged or have any pipe disconnected. Pre-irrigation is used to water down soil and prepare the field prior to farming.
Irrigation: Workers walk on uneven furrows. Field workers pick and/or lay sprinklers and irrigation pipes. Employees are grouped in groups of 3 workers. One worker drives the tractor, and the other two workers walk behind a tractor and a trailer that carries aluminum pipes. Under the direction of the field supervisor, the worker grabs the pipes and sprinklers and by bending at the waist they have to manually unload and/or load pipes into the furrow to set the field up for irrigation following transplanting.

b. Job Offer Information 2

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

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

The following deductions will be made from the worker?s pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment/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.

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*) *

Requirements: 3-month row crop cleaning experience and harvesting experience to avoid crop damage and personal injury. Written verification of experience is required. Must be able to use shears, clippers, hoe, and other agricultural tools, no smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work fields. Proficiency in English or Spanish is required for training and safety purposes. Workers must be able to physically perform the work stated herein. Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictate. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations.

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 are available at the time and place needed should 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, the Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.

Walk-in applications will be accepted at:

235 Natividad Rd, Salinas, CA 93906

AgSocio Referral Contact: Goretti V. Calvo, 831-755-7077, email address: jobs@agsocio.com. In person or call-ins: Contact hours are Tuesday through Thursday between 11:00 a.m. and 3:00 p.m. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. All referrals from State Workforce Agencies must be sent to the employer by telephone or email and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

The normal work week is 7 hours per day (35 hours per week), Monday through Friday. Saturday work may be required. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays. The Employer abides by California Wage Order 14.

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

The normal work hours are 6:00 a.m. to 1:30 p.m. but may start or end earlier or later depending on the time of year, hours of daylight, weather, and production requirements. An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid 10-minute work breaks are provided. Workers are notified of any change in the start time.

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

f. Job Offer Information 6

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

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

CAL VAN DRIVER SPECIFICATIONS:
1.Employee may drive Cal Van (not busses) over the road.
2.Employee picks up workers from different housing sites/pick up points and takes them to an assigned work site and at the end of the work day takes them back to the housing site/pick up point.
3.Employee will also work in the assigned crew
4.In order to drive a Cal Van, Employees must possess valid drivers’ license (state issued) and must be able to pass Class B Physical exam and register as an FLCE driver.

All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a driver’s license (DL) and register as an FLCE driver on a voluntary basis. The DL and FLCE Certificate are not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a DL or FLCE Certificate at the time of application and/or hiring. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to obtain a DL or FLCE Certificate.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

Itinerary:

Employer will be working at all locations simultaneously throughout the contract period: February 14, 2022 through October 02, 2022.

h. Job Offer Information 8

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*) *

TERMINATIONS: 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; (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; or (d) violation of company policies.

All employees must respect and follow company policies including any new or changed policies which may be communicated to workers during the course of the season. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

A workers' compensation and employers liability insurance policy are held by JVKS Harvest Solutions, LLC dba AgSocio covering the Workers Compensation Law of the State of California. Insurance coverage is provided by Star Insurance Company. The policy number is: WC080640804. The Policy is effective beginning 11/01/2021 and expires 11/01/2022.

j. Job Offer Information 10

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

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

Payday: Workers will be paid on a weekly basis by check. Payday is Thursday of the week following the end of the payroll period.

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 - Arrival/Departure Records

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

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

l. Job Offer Information 12

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

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

Pumpkin Machine Harvest:
Field worker to harvest Pumpkins. Under the direction of the field Supervisor, the worker walks in uneven furrows. Using a harvesting knife and bending at the waist, the employee cuts the pumpkin from the stem and places it on a different furrow on the ground where it will be left sitting for about 3 to 4 days until it is ready to be harvested. Once pumpkin is ready, employee, under the direction of the field Supervisor, employees walk behind a harvest machine in uneven furrows, selects the right size and quality of the pumpkin, picks the pumpkin using his hands and places it on top of the machine's platform where a second worker packs it into a box. Boxes weight range from 30 to 50 lbs. Once box is complete it is transferred to a trailer where it is stacked by a loader and it then is taken out of the field once the load is ready. Cycle repeats.

harvested and using a harvesting knife, the employee bends at the waist and cuts the head from its roots. Employee then trims the outer leaves from the head and cores it until desired size or weight is reached depending on the label. Employee inspects the head lettuce for defects. Employee places romaine heart lettuce onto table. A second worker water sprays it and packs it into a cone depending on the size. The cone has a bag where the romaine lettuce is packed depending its size. Cone size ranges from 1 to 6 heads.
Bagged:
If is a bagged order then the employee places the bagged head onto a second table where a third worker, sealer/packer grabs the bag and seals it using a sealing machine for approximately 3 seconds. Once the bag is sealed, it is packed into a box, quantity of bags in the box varies depending on to the label. A fourth worker receives the box and puts a sticker per bag before it closed by the same worker. After that it is placed in a belt/roll and it is transported on to a trailer. There is another position, a box maker, who only makes boxes and puts a sticker on each box and runs it through the roll.
Naked:
If it is a naked order then the employee places the naked head onto a table where a second worker places the naked product inside a box or tote, sometimes the box/tote has a liner where all the heads fit from 24-60 count. After that it is placed in a belt/roll and it is transported on to a trailer. The process is repeated. Boxes may weight from 20 lbs. to 50 lbs. and the box will be loaded by a loader on a pallet that may weight up to 95 lbs. but is carried by two persons.

Baby Leaf/Spinach, Frisee & Spring Mix Specifications:
Machine Harvest
Positions: Sprinklers, Quality/Checker, Machine Operator, Box Maker, Tractor Driver, Loader, Packers, thinning, cleaning, general labor

Under the direction of the supervisors, a field worker walks in uneven furrows in front of the machine cleaning (cleaning out) beds to ensure quality of product. Field workers (Packers) fill up totes with product on top of a harvesting machine, product is moved to a trailer and stacked then it is then transported out the field. Process is repeated.

Farm and Harvest Equipment Cleaner – Field harvesters may also perform: Washing of Farm and Harvest Equipment with Water. Removal of Dirt and Debris from Farm and Harvest Equipment. Application of Soap and Chlorine to Farm and Harvest Equipment for proper disinfection and removal of potentially harmful microbes. Filling of Fuel for Harvest and Farm Equipment. Work performed solely on Agriculture Property Parcels.

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 - Additional Job Duties Part I

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

Break/move pipes: Workers walk on uneven furrows. Field workers pick and/or lay sprinklers and irrigation pipes. After a transplanted field is watered down, workers have to move and/or break irrigation pipe lines. Under the direction of the field supervisor, field workers have to move and carry the aluminum pipes and sprinklers from one furrow into the next as needed to water down the field evenly. Aluminum pipes and sprinklers weigh approximately 50 lbs., 30ft in length, 2 ½ in width.
Drip Tape installation and Removal: Workers walk on uneven furrows. Field workers lift heavy spools of drip tape rolls onto tractor implement. Maximum weight is 50lbs. Employees are grouped in teams of 3 workers. One worker drives the tractor, and the other two workers either walk behind the tractor and implement that is laying the drip tape onto the crop or they wait on either end of the field to assist the tractor driver with turns. The two workers not driving the tractor help cut the tape on each spool at the end of the row. Those workers connect the drip tape to the main irrigation line or place a cap on the other end. They also assure the tape is being laid efficiently and accurately and help the tractor driver replace spools of tape. For retrieval process, workers remove tape from main line and by hand or with the use of tractor they pull up the tape so it lays on top of soil. The tape is then connected to a spool mounted on a trailer at one end of the row and it is pulled mechanically onto the spool. The spool is then removed from the equipment and stored on trailer for recycling. The team of 3 then continues to the next field.

Agricultural Equipment Operator
1.In Drip Tape Crew- Drives tractor with drip tape implement through the fields, adjusting implement as needed, filling rolls as needed.
2.General- Drive tractor in the fields
3.In a Harvest Crew- Transferring of water from Reefer to tractor and from tractor to Machine and mix chlorine with water.
4.In a Harvest Crew- Builds bins on top of a platform, transports trailer from the lot the yard and tarp loads.
In a Harvest Crew- Drives tractor as bins are filled up

Bell Pepper

Harvesting of bell pepper: This job requires the employee to work in an open field following behind the bell pepper belt and picking matured, ripened bell peppers by placing them in a bucket and dumping the peppers onto the harvesting belt. Harvesting bell peppers is a process in which the bell pepper is picked from the vine, leaving the stem attached. Employee must ensure that the picked bell peppers are fully matured and ripened. Employee must be able to pick bell peppers; lift a plastic bucket; separate, lift and grasp; safely walk on an uneven ground in different parts of the field to perform the work.

Pumpkin Ground Harvest:
Field worker to harvest Pumpkins. Under the direction of the field Supervisor, the worker walks in uneven furrows. Using a harvesting knife and bending at the waist, the employee cuts the pumpkin from the stem and places it on a different furrow on the ground where it will be left sitting for about 3 to 4 days until it is ready to be harvested. Once pumpkin is ready, employee, under the direction of the field Supervisor, walks in uneven furrows determines size and quality of the pumpkin, picks the pumpkin using his hands and places it into a bin. Cycle repeats.

n. Job Offer Information 14

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

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

Chalequero:
75% of the time performs the duties of the jobs mentioned above. Replaces workers on bathroom breaks and under the direction of the First Line Supervisor, oversees safety during machine and tractor turns getting off the field or coming back to start new row/furrow.

Bin Filler:
The worker stands on the trailer's platform. The worker's duty is to put bags on the bins, check the quality of finished product, close the bag, place the tarp, and makes sure there is no product left on the floor. The bin's weight is approximately between 500lbs-700lbs in romaine, and between 600lbs to 1000+lbs in Iceberg lettuce.

Green / Red Leaf & Butter
Green / Red Leaf & Butter Specifications:
Cutter, Bagger/Water Sprayer, Sealer, Packer, Boxer/Closer/Tagger, Loader, Safety Vest man.

Description: Field worker to perform the following duties:

Green/Red Leaf & Butter: Field worker to harvest Green/Red (G/R) Leaf & Butter. Manual cutting is done by walking in uneven furrows. Behind a harvesting machine. Under the direction of the field Supervisors, the worker then determines the size and weight of the G/R Leaf to be harvested and using a harvesting knife, the employee bends at the waist and cuts the head from its roots. Employee then trims the outer leaves from the head and cores it until desired size or weight is reached depending on the label. Employee inspects the G/R Leaf for defects. Employee places G/R Leaf onto table. A second worker water sprays it and packs it into a cone depending on the size. The cone has a bag where the G/R Leaf is packed depending on its size.
Naked:
If it is a naked order then the employee places the G/R Leaf onto a table where a second worker places the naked product inside a box or tote, sometimes the box/tote has a liner where all the heads fit from 24-60 count. After that it is placed in a belt/roll, and it is transported on to a trailer.
The process is repeated. Boxes may weight from 20 lbs. to 50 lbs. and the box will be loaded by a loader on a pallet that may weight up to 80 lbs. but is carried by two persons.

Agricultural Equipment Operator
1.Rinses harvest machine before, during, and after shift.
2.Inspects the harvest machine before, during, and after shift.
3.Drives the machine during harvest.
4.Opens and closes the machine
5.Takes extension in and out and loads the machine on transporting dolly.

Agricultural Equipment Operator
Sits down on the forklift and performs the following:
1.Moves knobs in the machine to move loads (bins or pallets) from one trailer to another in fields
2.Loads and unloads from trailer, empty containers and containers full of product in fields

Crew Boss/Row Lead:
Assist with pre-harvest process and audits. Checks crew's quality of work and product's quality. Helps coordinate daily production and work

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 - COVID-19 PRECAUTIONS:

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

COVID-19 PRECAUTIONS:
All federal, state and local COVID 19 requirements and guidelines will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination.
Housing: Isolation/self-quarantine housing will be available on or off-site. Alternative emergency housing may be coordinated through the county's emergency services at the time of need if on/off site isolation/quarantine housing is filled to capacity.
There will be no charge for any alternative COVID 19 housing and meals will be brought to the self-quarantined employee three times per day, seven days per week.
COVID-19 vaccines and testing may be required at the Employer's expense. If not required by the Employer or government agency, employees will not be compensated for time spent testing or obtaining a vaccination. COVID-19 vaccinations may be mandated by the U.S. government (not by the employer), with some exceptions, prior to entry into the United States. Such vaccines must be CDC-approved (FDA/WHO) and full vaccinations may be required. Vaccination mandates are subject to change by U.S. government action.

p. Job Offer Information 16

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

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

TRAINING AND PRODUCTION STANDARDS:
Training will be provided in the field by foremen during the first week of an employee's work. Workers will be provided a 3-day training or break-in period after which they must demonstrate the ability to perform the job duties defined herein. (Workers must reach productions standards by the sixth day.) There is no individual piece rate, thus the average pace of the crew is the standard. Because the average work rate of a worker varies throughout the season based on weather, crop quantity, size, and variety, and other factors, there is no constant minimum number of boxes or acres that are required to be picked throughout the season.

However, the employer has determined to the best of its ability the following minimum production standard:

Row Crop (Weeding): .75 - 1.25 acres per person per hour

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 - Offered Wage Information

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 $17.51 per hour (unless the wage methodology is changed by government or legal action). Higher or different wage rates may apply during the contract period based on market conditions and/or crop/job activity, but no less than $17.51 per hour (unless the wage methodology is changed by government or legal action). Employer guarantees that if the piece rate results in an average hourly wage rate below the required wage, the employer will pay workers no less than the required hourly wage. 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 (or there is a No Finding), Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.

Overtime: Employer will abide by the California overtime rules for agricultural workers working in California. The Employer abides by California Wage Order 14. The overtime rate is 1.5 times the AEWR ($17.51/hour) at $26.27/hour.

r. Job Offer Information 18

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

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

H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

Such transportation may include buses (driven by domestic workers and not part of the H-2A job duties), 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 who commute daily have the option to drive their own vehicles to pre-designated pickup points to ride free voluntary transportation to and from the work site. Workers living in Company provided housing will be provided free voluntary transportation to and from the company-provided housing and the work site. The Employer may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this service. Workers who choose to utilize the vanpool will not be charged for such use.

t. Job Offer Information 20

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

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.

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 meet local, State or Federal Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor).
Family housing:
As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Monterey County, California to provide family housing.
Workers may be reached at the following address and phone number:

ADDRESS: P.O. Box 3708, Salinas, CA 93912
PHONE: (831) 755-7077

Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above.

Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. 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.

The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered or provided voluntary transportation from their elected housing to pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free voluntary transportation to and from the pre-designated pick-up points to the fields where they will be working. The Employer may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this service. Workers who choose to utilize the vanpool will not be charged for such use.

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.

No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.

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

v. Job Offer Information 22

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

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

Specifically, workers will be expected to perform any and all of the listed tasks assigned to the worker in a professional and efficient manner while maintaining the work pace of the crew. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times.

Instructions and general supervision will be provided by a designated crew leader or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times. All workers will be evaluated by their supervisor(s) after seven days of work with respect to factors such as ability to maintain sufficient pace and similar factors. Workers whose job performance is sloppy, inconsistent, inefficient, or improper may be terminated for cause.

All safety rules and instructions must be meticulously observed throughout the workday. All 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. All Food Safety rules must be adhered to, including the wearing of, but not limited to, hairnets, beard nets, plastic gloves, aprons, sleeves. 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 the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.

No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the work site or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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

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

Workers may not report for work, enter the work site, or perform services while under the influence of or having used alcohol or any illegal controlled substance. The possession or use of illegal drugs or any alcohol on any work site, or property of the employer is prohibited and will be cause for termination and/or suspension. The possession or use of illegal drugs at housing site is prohibited and will be cause for termination and/or suspension. Workers must comply with all Company housing rules. Workers must not report for work, or perform services, 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 Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as drivers of forklift, tractor, van or other vehicles). Drug tests are random, post-hire, and at no expense to the employee.

x. Job Offer Information 24

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

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

CA Tax ID Number: 098-9111-0

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

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

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

The employer will reimburse its workers 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 place of recruitment is considered the place from which the workers came to work for the employer. For workers coming from Mexico, the place of recruitment is Ciudad Morelos, Baja California, Mexico."

JVKS Harvest Solutions, LLC dba AgSocio Inbound/Outbound Transportation Procedure:
Inbound: For all workers who complete 50 percent of the work period, the Company will reimburse the U.S. and H-2A workers for costs incurred by the workers 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 as defined above.

Transportation is arranged by the employer from the place of recruitment to the border. The Employer will provide bus transportation from the point of entry (i.e. San Ysidro International Border) to the worksite, at no cost to the employee. After the contract has finished, the Employer will provide bus transportation to the Inbound employee back to the place of recruitment (i.e.Cd. Morelos, Baja California, Mexico) at no cost to the worker.
Outbound: If workers complete the period of employment, the company will provide or pay for the workers transportation and subsistence from the place of employment to the place from which the worker came to work for the Company which is the place of recruitment. For H2A workers, the Employer will provide bus transportation to the employee back to the place of recruitment (i.e.Cd. Morelos, Baja California, Mexico) after the contract is finished at no cost to the worker.
For workers who complete 50 percent of the work period, the Company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the Company which is the place of recruitment as defined above. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.
Subsistence will be reimbursed at the rate of $13.17 per day without documentation and of actual expenditures, and at actual cost up to a maximum of $55.00 per day with documentation of actual expenditures. The amount of reimbursement for transportation shall be the worker's actual cost, but not more that the most economical and reasonable common carrier transportation charges for the distance involved.

JVKS Harvest Solutions, LLC dba AgSocio will use Cierto Global for all recruitment and transportation procedures.

Notwithstanding the language herein (i.e. reimbursement of inbound transportation and substance and visa cost at 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 required wage).

z. Job Offer Information 26

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*) *