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 * Crew Leaders

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	9	9	3. Begin Date * 6/13/2022	4. End Date * 12/11/2022

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 *

40	**a. Total Hours**	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	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.)

Crew Leader: Assign field duties, such as ground preparation, cultivation, irrigation, of crops or plants, product grading, or equipment maintenance, harvest, and non-harvest activities, specifically planting, staking, pruning, topping, and defoliating plants. Assign shed duties such as sorting and packing of vine tomatoes (Roma and Round tomatoes), and Brussels sprouts, assign job duties, coordinate start times with shed manager. The crew leader ensures that the workers are doing their exercises, washing their hands, and carrying out their work. Crew leader assists with day-to-day field/shed activities. Fills out documentation for Food Safety, recording time sheets, record keeping and data collection, Production and Quality Control. Over the course of the day does quality control reviews and constantly checks that the workers are using farm equipment safely and properly. Will provide training or guidance to other workers. Will attend trainings that comply with company policies, state, and federal laws. Administer first aid when needed. Spot checks the plants and vine tomatoes (Roma and Round tomatoes), and Brussels sprouts, so workers do not damage the plants or vine tomatoes (Roma and Round tomatoes), and Brussels sprouts during the non-harvest and harvest activities. In general, works under the supervisor but has no personnel authority such as hiring, firing, or personnel review.

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-300-22101-056222 Case Status: Full Certification Determination Date: 05/20/2022 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. *	2	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 *
5780 Mission Avenue

2. City *	3. State *	4. Postal Code *	5. County *
Oceanside	California	92057	San Diego

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

Work will be performed in the fields in and around San Diego County, California and consists of one area of intended employment as defined in 20 CFR 655.03(b). Specifically, work will be completed at the following locations which are owned or operated by West Coast Tomato Growers, Inc., and Cal Fresh Tomato Growers, Inc.

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 *
30041 N. River Road

2. City *	3. State *	4. Postal Code *	5. County *
Bonsall	California	92003	San Diego

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Hotel	19	604

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

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

See Addendum C

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

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

The Employer will provide all workers living in employer-provided housing with three prepared meals per day, seven days per week (Monday – Sunday). Meals are prepared on site by cooks working in employer's kitchen. Meals are served cafeteria-style in a designated dining area. Breakfast and dinner are served at the dining facility and lunch is delivered to all employees by Employer's company lunch trucks. A deduction of $20.35 per day or higher for employer-prepared meals will be made from the paychecks of all workers occupying employer-provided housing. See Addendum C.

2. If meals are provided, the employer: *			
	☐ **WILL NOT** charge workers for such meals.		
	☑ **WILL** charge workers for such meals at	$ 20 . 35	per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

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

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *			
	a. no less than	$ 14 . 00	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

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

Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may call for an interview during normal business hours at the number listed on the ETA 790. Alternately, applicants may report to the farm office or worksite listed on the ETA 790.

Applicants may contact Erica Alfaro by telephone at (760) 305-5335 or fax (760) 414-1287; email address: info@westcoastvineripe.com for WCTG. Applicants may contact David Singh by telephone at 760-208-7129 for Cal Fresh Tomato Growers. The days and hours available for telephone or in-person applications are as follows: Tuesday, Wednesday and Thursday, 9 a.m. to 1 p.m. at 5780 Mission Avenue, Oceanside, California 92057. 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 email and after qualification screening by the State Workforce Agency and must include referral contact name, phone number, and email address if an email address is available. Directions to our facilities are provided.

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.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (760) 305-5335	info@westcoastvineripe.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 §
Singh	David	
4. Title *		
Director of Human Resources		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		4/27/2022

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.

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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
West Coast Tomato Growers, Inc.	1 Growers Lane Sun City, California 95284 SAN DIEGO		6/13/2022	12/11/2022	9
West Coast Tomato Growers, Inc.	5780 Mission Avenue Oceanside, California 92057 SAN DIEGO		6/13/2022	12/11/2022	9

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-22101-056222 Case Status: Full Certification Determination Date: 05/20/2022 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); meal deductions including a higher meal charge approved by the Department of Labor; re-issue check policy: the company will charge $31.00 of processing fee for every check that is lost, mutilated or expired, regardless of the amount of the check, for any reason other than the company's responsibility; 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 as resulting of willful, dishonest, or grossly negligent action (if any) See Addendum C.

b. Job Offer Information 2

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

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

2 months work experience in farm work with tomatoes in fields. Experience includes non-harvest activities, specifically planting, staking, pruning, topping and defoliating plants. Cannot be color blind due to the need to distinguish colors of crops, able to use shears and other agricultural tools, no smoking, illegal drugs, alcohol, or weapons of any sort in the dormitories or work fields. Must be able to communicate in English or Spanish for training and safety purposes. See Addendum C.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

Housing is comprised of dormitories and residential structures located in the unincorporated community of Bonsall, California in San Diego County. The employer will offer housing, bedding (mattresses, blankets, sheets, pillows, and pillowcases), 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

d. Job Offer Information 4

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

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

Employer will offer transportation at no cost to workers occupying company 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. See Addendum C.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in San Diego County to provide family housing.

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).

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.

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 must provide or arrange their own transportation. Workers who elect to provide their own housing will be responsible for their own meals and are not eligible for employer-provided meals.

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.

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.

Reasonable repair costs 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 willful, dishonest, or gross negligent action resulting to 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.

Workers may be reached at the following address and phone number:

ADDRESS: 5780 Mission Avenue, Oceanside, CA 92057
PHONE: (760) 305-5335

f. Job Offer Information 6

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

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

Employer-provided housing is located at Extended Stay America: 3190 Vista Way, Oceanside, CA 92056.

Description of housing: Housing is comprised of dormitories and residential structures located in the unincorporated community in the City of Oceanside in the County of San Diego, California. The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillowcases), 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 Extended Stay Facility consists of 28 studio suites with two (2) sets of bunk beds and 4 guests per room. Each worker will be provided with their own bed.

The total capacity for housing is 109 guests.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

The amount stated will be made when/if the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request) This deduction applies to employees who are offered meals beginning on the first day the worker occupies the employer-provided housing. This deduction will be made for each day the worker is assigned to such housing. No rebate will be made if a worker fails to take advantage of an employer-prepared meal. Each worker will be offered three meals per day, seven days per week. Further, employees may voluntarily elect to receive employer-provided meals 6 days a week, three meals per day, (Monday – Saturday) if they choose not to receive meals on Sundays. Deductions of $20.35 per day (or higher when the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request) will be made for the six-day meal plan. Employees also have the option to elect the 6-day meal plan no later than completion of the end of the first work week and such election must be in writing.

h. Job Offer Information 8

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

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

Experience to be confirmed though written employment verification letters on company letterhead or by the provision of the name and address or telephone number of the reference who can verify the worker's experience. The assistance of the referring office in helping the worker provide this information will be appreciated.

Work is performed indoors at the packing shed or 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.

Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 50 pounds in the course of performing required activities. Workers must listen to, understand and follow instructions of company supervisors and managers.

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 workstation.

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 workstations and may not switch assignments or workstations without the specific authorization of a company supervisor. Workers may be re-assigned to a different field site at various times during the workday and/or on different days.

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 workday. All WCTG 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 Company 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.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Drug Screening is post offer, post hire, can be random, and is at no cost to the employees.

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

j. Job Offer Information 10

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

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

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct or fails to follow company rules; or (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable. 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 of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment from the place of recruitment. Subsistence will be reimbursed at the rate of $14.00 per day without documentation and of actual expenditures, and at actual cost up to a maximum of $59.00 per day with documentation of actual expenditures.

All employees must respect and follow company policies including any new or changed policies which may be communicated 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—the packs produced by the harvesting crews must adhere to the quality standards of the shipper for which they are harvesting.

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 - Training

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

The Employer will provide a one-day initial training and orientation session for crew leaders.

l. Job Offer Information 12

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

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

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

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

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

COVID-19 Testing and Vaccinations: COVID-19 vaccines and testing may be required at the Employer's expense. If not required by the Employer, 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.

COVID-19 Testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols:

(b) COVID-19 testing.
(1) The employer shall make COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except:
(A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection (a).
(B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsections 3205(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test.
(2) COVID-19 testing shall consist of the following:
(A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.
(B) After the first two COVID-19 tests required by subsection (b)(2)(A), employers shall make COVID-19 testing available once a week at no cost, during paid time, to all employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until this section no longer applies pursuant to subsection (a)(2).

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

West Coast Tomato Growers, Inc. (also referred to herein as "WCTG" "Employer" or "Company") is a fixed-site grower which owns and controls its work sites and all agricultural commodities produced at such sites. WCTG is not a Farm Labor Contractor as defined under The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) or the H-2A regulations and is thus not held to the registration requirements or surety bond requirements.

Address: 5780 Mission Avenue, Oceanside, CA 92057 (North San Diego County) Telephone: 760-305-5335

Cal Fresh Tomato Growers, Inc. is filing as a joint employer and is also a fixed site grower that owns or operates the farm. Cal Fresh Tomato Growers, Inc. is located at 5780 Mission Ave., #2C Oceanside, CA 92057 (760)-208-7129, CA state ID# 126-8335-5 H. David Singh, HR.)

n. Job Offer Information 14

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

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

Pay Periods, Earnings Records and Workers Compensation: Workers will be paid bi-weekly. Paydays are every other Saturday. Employer will provide workers the option of the use of check cards.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

The employer will not deduct 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; 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. Wage advances, if any, will be deducted each pay period.

p. Job Offer Information 16

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: 010-6190-2

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

All employees are covered by workers' compensation insurance in accordance with California law. This insurance covers injury or disease out of and in the course of the worker's employment.

A workers' compensation and employer's liability insurance policy is held by West Coast Tomato Growers covering the Workers Compensation Law of the State of California. Insurance coverage is provided by Zenith Insurance Company. The policy number is: Z134001306. The Policy is effective beginning 1/16/2022 and expires 1/16/2023. Employer assures the policy will be timely renewed and remain valid throughout the contract period.

r. Job Offer Information 18

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

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

Offered Wage: Worker 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 guarantee an hourly base rate of $17.51 per hour (unless the wage methodology changes by government or legal action). Higher or different wage rates may apply during contract period based on market conditions, and/or crop/job activity, but no less than the required wage rate. Employer assures that the required wage rate will be paid during the entire period of the work contract and at the time that 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 a 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 rate decreases, 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: The Employer abides by California Wage Order 14. Overtime is paid after 8 hours per day or 40 hours per week. The employer will abide by the seventh (7) day of rest rules. Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates.

An employee may be employed on seven (7) workdays in one workweek with no overtime pay required when the total hours of employment during such workweek do not exceed 30 and the total hours of employment in any one workday thereof do not exceed six (6).

Overtime wage rate: For work performed in California, overtime is one and one-half times the base salary and is $26.27. and $35.02 for double time (i.e., double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) day of consecutive work in the workweek).

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

The normal work week is 7 hours per day, Monday through Friday with 5 hours on Saturdays (40 hours per week). Sunday 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. The Employer abides by California Wage Order 13 for Shed Workers. The Employer abides by California Wage Order 14 for Field Workers. Employer will abide by the double time rules of Wage Order 14 where applicable. (i.e. Agricultural employees are generally entitled to time and one-half pay for the first eight hours worked on the seventh consecutive day of work in any given workweek, and double-time pay for all work performed in excess of eight hours on the seventh consecutive day of work in any given workweek.)

The employer will abide by the seventh (7) day of rest rules. The workday start times may vary and will be between 6:00 a.m. and 9:00 a.m. End times may vary depending on the start time or the crops needs and will be between 1:30 p.m. to 5:30 p.m. Work end times may also vary according to weather and lighting conditions. Workers are notified of any change in the start time. Workers will be given a paid 10-minute rest break in the morning and afternoon and an unpaid 30-minute lunch break. On workdays of less than 5 hours no lunch break will be provided. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break. Lunch and rest breaks will be staggered accordingly. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer.

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.

The work described in this Clearance Order is regular, seasonal full-time work requiring all workers to be available for work on a daily basis. This is not "day work". Tardiness and/or unexcused absences will not be tolerated and will result in disciplinary action as set forth in the employer's employment policies.

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

t. Job Offer Information 20

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

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

The crew leader will supervise the following activities:

Activities supervised:

• Prepare soil for planting vine tomatoes (Roma and Round tomatoes), and Brussels sprouts.
• Move water and shade
• Use of shovels or long-handled hoes and cutting plastic to prepare ground.
• Stake: staking requires frequently lifting tool that weighs 12-18 pounds to drive stake into the ground.
• Nursery work: sow and care for seedlings plants, cleaning trays, rotating trays, moving material for seedlings.
• Plant and transplanting of seedlings
• Prune (using pruning shears)
• Top and defoliate plants.
• Weed using a long-handled hoe and hands if close to the plant.
• Tie tomato vines to stakes using twine.
• Harvest tomatoes (bend or reach to pick tomatoes from vines and place cartons that weigh up to 50 pounds) and Brussels sprouts
• Irrigation
• Recover field equipment, such as plastic coverings and stakes. In connection with field work, may operate equipment such as tractors to plant, harvest, cultivate and crop protection.
• Coordinate start times for shed/field with manager.
• Monitor shed support, sorting and packing tables, that workers must follow the directions of their supervisors regarding work efficiency and quality—the packs produced by the harvesting crews must adhere to the quality standards of the shipper for which they are harvesting.
• All workers must adhere to all safety procedures and hygiene standards for handling and production of vine tomatoes (Roma and Round tomatoes) and Brussel sprouts.
• Crew leader may perform other minor work incidental to the primary job duties which will be agricultural in nature and insubstantial compared to the time spent on the primary job duties.

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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

Employer will be working at all locations simultaneously throughout the contract period: June 13, 2022 through December 11, 2022.

v. Job Offer Information 22

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

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

The Employer seeks certification for 9 workers. The total number of Crew Leaders is 9. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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*) *

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

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

Inbound: The Employer will provide the most economic mode of transportation at the time (such as a bus) for the workers to travel from the place of recruitment to the border and then to the place of employment. The Employer will provide this transportation at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite

Outbound: The Employer will provide the most economic mode of transportation at the time (such as a bus) for the workers to travel from the place of employment to the border and then to the place of recruitment. The Employer will provide this transportation and subsistence at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.

Arrival/Departure Records

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

x. Job Offer Information 24

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

y. Job Offer Information 25

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

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

Transportation remains voluntary to the extent that employees may choose to use their own transportation. The employer will comply with California law and applicable federal law with regard to travel time to and from employer-provided housing.

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*) *