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

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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crop

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	9	9	3. Begin Date * 6/23/2022	4. End Date * 10/15/2022

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

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

7. Hourly work schedule *
a. 8 : 00 ☑ AM ☐ PM
b. 2 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

To harvest, sort-Potatoes, general cleaning, and burning ditches, rouging/scouting malt barley, and seed potatoes fields.
Workers will be cleaning the warehouses.
Must be able to lift and carry 50 lb boxes or bags.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 15 . 58	☑ 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-300-22101-058800 Case Status: Full Certification Determination Date: 05/18/2022 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. *	1	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)* *

1-month of experience working with Potatoes, seed potatoes, and malt barley required. Written verification of experience is required.
see addendum C

C. Place of Employment Information

1. Address/Location *
1753 Lane 3 North

2. City *	3. State *	4. Postal Code *	5. County *
Alamosa	Colorado	81101	Alamosa

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
Please see addendum B. The employer owns and controls all worksites.

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 *
1561 Lane 5 North

2. City *	3. State *	4. Postal Code *	5. County *
Monte Vista	Colorado	81147	Alamosa

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
House	1	12

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.)*

see addendum C

2. If meals are provided, the employer: *

- ☑ **WILL NOT** charge workers for such meals.
- ☐ **WILL** charge workers for such meals at **$** _____ . _____ per day per worker.

F. Transportation and Daily Subsistence

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

see addendum C

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

see addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than	**$** 14 . 00	per day *
b. no more than	**$** 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.)

see addendum C

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (719) 480-2480	diaz@gojade.org

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 §
Diaz	Segundo	
4. Title *		
President		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		4/18/2022

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.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Potatoes, seed potatoes, malt barley	$ 15 . 58	Hour	
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		

Form ETA-790A Addendum A

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-22101-058800 Case Status: Full Certification Determination Date: 05/18/2022 Validity Period: _____ to _____

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 §
Martinez Farms LLC	1753 Lane 3 North Alamosa, Colorado 81144 ALAMOSA		6/23/2022	10/15/2022	9
Martinez Farms LLC	1475 Lane 3 North Alamosa, Colorado 81101 ALAMOSA		6/23/2022	10/15/2022	9

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-22101-058800 Case Status: Full Certification Determination Date: 05/18/2022 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

The housing contains 6 bedrooms with bathrooms and 2-3 beds in each bedroom.
Each bedroom has its own entrance from outdoors and into the common area.
The common area has a kitchen, dining room, laundry area.
In the kitchen, there are three stoves, refrigerators, and sinks. This residence can accommodate up to 12 workers.

b. Job Offer Information 2

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Free and convenient kitchen, cooking

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

Employer provided housing includes free and convenient kitchen, cooking and eating facilities. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the employer-provided housing facilities. The employer will provide transportation to a grocery store at least once per week for workers to purchase groceries. In the event kitchen facilities become unavailable due to unanticipated circumstances, the employer will provide three (3) meals per day at a reasonable cost (not to exceed [$14.00] for three meals per day)

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

The employer will provide workers with inbound and outbound transportation as set forth in Section I. paragraph 7(A) and (B). The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.

d. Job Offer Information 4

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

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

The employer will offer transportation at no cost to the workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its own discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy company-provided housing from one or more pre-designated pickup points to and from daily work site. Free optional transportation will be provided to and from employer-provided housing to the work sites. Such travel time is not compensated.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable). Re-issued check policy: After the first loss, mutilation or expiration of a worker's check, the company will charge a $25.00 processing fee for every reissued check, for any reason other than the company's negligence. The employer will not deduct from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of housing, furnishings, tools or 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).

f. Job Offer Information 6

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

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

Workers must attend the required orientation. All workers will be evaluated by their supervisor after seven days of work with respect to factors such as the ability to maintain sufficient pace, to appropriately pack crops and similar factors. Workers whose job performance is sloppy, inconsistent, inefficient, or improper may be terminated for cause.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

Employer guarantees to provide workers with housing, without charge to the workers, only to workers who are not reasonably able to return to their usual place of residence each day. Housing is offered to workers only. Kitchen and eating facilities will be shared with other workers occupying the employer-provided housing facilities. The employer will offer transportation at no cost to workers occupying employer-provided housing to and from stores in the locality of the housing where workers may purchase food and other necessities. Bedding will be provided at no cost to workers occupying such housing, and will be provided only to workers who are not reasonably able to return to their usual place of residence each day. Housing will be provided to workers only. No housing will be provided to non-workers. Workers provided housing will be assigned to specific housing units by the employer, and must occupy the specific housing unit assigned to them. Female workers will be provided with sleeping facilities shared with other female workers and toilet facilities in accordance with regulations. Food preparation, eating and other common areas may be shared by both genders. No tenancy in employer provided housing is created in this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment. Employer-provided housing will be clean and in compliance with applicable housing standards when made for occupancy. Workers occupying employer-provided housing will be responsible for maintaining the housing and their living areas in a neat, clean manner and for compliance with the employer's "Housing Occupancy Rules", attached. Failure to comply with these rules will result in disciplinary action as described in the attached "Work Rules and Disciplinary Procedures". 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 or negligent damage to housing or furnishings.

Workers eligible for and offered employer-provided housing may choose not to occupy such housing by signing a form declining the offered housing. Workers eligible for employer-provided housing may elect to provide their own housing at workers' expense. Such an 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 the 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/her own housing during the same employment period.

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.

h. Job Offer Information 8

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

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

The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside the normal commuting distance. H-2A employees must depart the United States at the completion of the work contract period. If registration upon departure is required, the Company shall notify such H-2A employees of the required departure registration and the place and manner of such registration. All H-2A workers must agree to comply with all recommendations and requirements from the CDC, and federal, state and local government authorities. H-2A employees may be tested for COVID-19 at the employer’s expense after agreeing to the work contract but before boarding employer provided inbound and outbound transportation. If testing is conducted, H-2A employees may only board employer provided inbound transportation and outbound transportation upon receipt of a negative result to a COVID-19 screening. All employees must follow applicable laws to ensure a safe return home. H-2A Employees who test positive for COVID-19 at the end of the work contract must follow state, federal, and local laws as well as the guidelines imposed by their country of origin before returning home.

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 - Safety Rules and Regulations

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

1. Observe all warning signs, safety bulletins, and posters.
2. Avoid all horseplay, and never annoy another worker while on the job.
3. Use protective clothing and equipment when needed.
4. Lift objects in a safe manner.
5. Do not leave equipment lying around.
6. When cutting fruits or vegetables, be careful not to cut your hand.
7. Do not walk in front of or in the back of moving vehicles. When working around moving equipment, always stand clear of the equipment when it is in motion. Always wait until the equipment comes to a full stop.
8. Always use special care in wet weather.
9. When being transported, always take a seat and remain seated while the vehicle is in motion.
10. Always store equipment in its proper storage place.
11. All workers are required to follow any safety instructions given by the foreman or supervisor.
12. Do not use the emergency exit doors on the bus except in the case of an actual emergency.

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules and Disciplinary Procedures

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

The employer may terminate the worker with notification to the State Workforce Agency(SWA) if the worker: (a) refuses without justified cause to perform work where assigned, or for which the worker was recruited and hired, or refuses to follow written housing rules (attached herewith); (b) commits serious acts of misconduct; or (c) malingers or otherwise refuses to work in accordance with the direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) or other job-related reasons. Three unexcused absences by the worker will be considered a job-related reason for worker termination.

1. Excessive absenteeism or tardiness.

a. If you know that you will be absent from work the following day, inform your foreman and give him the reason why you will not be reporting for work. Any reasonable absence will be considered an excused absence. An employee with three unexcused absences will be subject to discharge.

b. If you know that you will be late the following day, inform your foreman in advance. If you have trouble getting to work in the morning, call the Company office and ask them to inform your foreman. Being late for work on more than three days without giving prior notice or calling in will be considered grounds for dismissal.

2. Failure to demonstrate the physical ability to perform the work specified in the Job Order.
3 Unauthorized use of machinery or equipment.
4. Unsafe or careless use of machinery or equipment.
5. Willful or grossly negligent damage to machinery or equipment.
6. Being under the influence of alcohol or illegal drugs.
7. Gambling, horseplay, fighting or deliberately injuring another employee on the job.
8. Disregard of safety rules.
9. Stealing company or employee property.
10. Possessing firearms or illegal weapons.
11. Leaving the worksite without informing the foreman.
12. Bringing unauthorized people into the work area.
13. Solicitation of money or merchandise at the worksite without the permission of management.
14. Taking product without the permission of foreman.
15. Willfully damaging Company or employee property. Workers will be charged for willful damage, gross negligence, or loss to such tools or equipment.
16. Providing false information on the employment application.
17. Sleeping on the job.

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 - Housing Occupancy Rules

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

Seasonal housing is offered to U.S. workers who live outside a normal commuting distance, as well as foreign workers. You must be employed by the company in order for you to live in provided housing. Non-employees are not permitted to live in this housing. If at any time, either you or the company terminates your employment, you will lose your right to housing and you must vacate the housing within three (3) days of your termination.

You are required to abide by the following rules:

1. Persons not employed by the company are not allowed to stay at the housing unit.

2. Keep your housing unit clean and free of garbage both inside and out. Place all garbage and household trash in the trash cans and trash dumpsters.
a. Workers have to maintain clean and sanitize the refrigerators, stoves, bathrooms and all leaving spaces, owner will supervise this once a week.

3. Do not allow visitors or their children to enter or play in the fields, barns, or on or around equipment.

4. Be considerate of your neighbors:
a. No loud or late night parties;
b. No live music or loud radios;
c. Do not drive vehicles faster than 5 mph;
d. Do not discard used vehicle fluids on the ground;
e. No fighting and no weapons.

5. Immediately notify your Housing Manager of any required repairs needed to your housing unit.

6. Know where your fire extinguisher is located. Keep it accessible at all times:
a. Do not discharge it unnecessarily;
b. Notify your manager anytime that it is used;
c. Extinguisher must be kept in the housing unit at all times.

7. Notify your Housing Manager immediately if smoke detector is not working. Never remove batteries for any other use.

8. No alterations to your housing unit are allowed without the approval of the Housing Manager.

9. No consumption of alcohol or illegal substances is allowed on your housing property.

10. Keep housing unit clean and sanitary including kitchen, toilets, and showers.

11. No possession of pornography in company housing, transportation, or job site allowed.

12. No engaging in, or solicitation of, prostitution.

l. Job Offer Information 12

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

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

Applicants may apply at and be referred by any local office of a state workforce agency. Applicants should thoroughly familiarize themselves with the job specifications and terms and conditions of employment in the Clearance Order before contacting the employer or seeking a referral. Only workers who meet all of the qualifications for employment, who are work authorized, and who are willing and able to perform the work, with or without reasonable accommodations, and who will be available at the time and place needed for the duration of the contract, should contact or be referred to the employer. Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may call for an interview during Regular Business Hours at the number listed on the ETA 790, report to the worksite listed on the ETA 790 or call Segundo Diaz at 719-852-2498 for an application and submit the completed application to Martinez Farms LLC, 1753 Lane 3 North, Monte Vista, CO, 81144, Monday through Friday 8:00 a.m. 12:00 p.m. and 2:00 p.m.to 4:30 p.m. ("Regular business Hours"), except on federal holidays. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Original documents (no copies) of identity and employment authorization sufficient to complete an I-9 Form as required by the Immigration Reform and Control Act must be in the possession of the worker at the time the worker reports for work and will be examined by the employer as a condition for completing the hiring process. Referring local offices should fully apprise workers of this requirement. The employer will review each applicant's completed application individually immediately after the interview. The employer will accept referrals from any source and continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until the end of the recruitment period as specified in the job order. Applicants and referrals will not be considered until a completed and signed application is provided to the employer indicating that the worker has received a written copy of the Migrant and Seasonal Agricultural Worker employment disclosures (or contract containing such disclosures) required by law.

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 - Temporary Need

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

The employer's complete growing and harvest season have always been end-June through mid-October. The reason appears to start earlier this year than last year, our season has been subject to weather changes due to climate change for the last 10 years.

n. Job Offer Information 14

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

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

During the COVID-19 pandemic, employees are expected to act in accordance with federal, state, and local ordinances regarding housing as these requirements evolve.

H-2A employees must meet the CDC travel guidelines for entry into the United States for non-citizens. Currently, this requires that the employee be fully vaccinated with a vaccine that has been approved by the FDA. There are limited exceptions to this requirement, and the employee is responsible for providing necessary documentation for approval by the appropriate agency. These requirements, including the definition of "fully vaccinated" is subject to change, and any changes will be incorporated as soon as reasonable.

Should the federal vaccine mandate be implemented, the Company will implement the mandate via a policy. If this becomes effective, the cost of testing for unvaccinated workers shall be at the employee's expense.

Employees are expected to remain in housing cohorts and use good judgment in assessing the risk of contact with others. Visitors may not be present in common areas of housing, but rather remain outdoors and in open spaces.

Employees are encouraged to wear masks in indoor common areas and practice measures to enhance their protection within the home as recommended by the CDC, such as practicing good hygiene, physical distancing, and wearing face coverings. COVID-19 safety measures are subject to change as new guidance becomes available.