*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 * Farm Worker

| 2. Workers Needed * | a. Total | b. H-2A | Period of Intended Employment | |
|---|---|---|---|---|
| | 32 | 32 | 3. Begin Date * 7/1/2022 | 4. End Date * 12/30/2022 |

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. 2 : 00 ☐ AM ☑ PM

**Temporary Agricultural Services and Wage Offer Information**

8a. Job Duties - Description of the specific services or labor to be performed. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*
See Addendum C - A.8a. - Job Duties Continued.
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Ver Anexo C - A.8a. - Continuacin de los deberes laborales.

| 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 - A.11 - Pay Deductions Continued.
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Ver Anexo C - A.11 - Pagar las deducciones continan.

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## B. Minimum Job Qualifications/Requirements

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

| 2. Work Experience: number of months required. * | 3 | 3. Training: number of months required. * | 0 |
|---|---|---|---|

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☐ d. Drug screen
- ☑ e. Lifting requirement 60 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 *
384 1500 Road

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Delta | Colorado | 81416 | Delta |

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
Employer owns and/or controls all worksites.
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El empleador es propietario y/o controla todos los lugares de trabajo.

| 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 *
15488 B Road

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Delta | Colorado | 81416 | Delta |

| 6. Type of Housing * | 7. Total Units * | 8. Total Occupancy * |
|---|---|---|
| Dormitory Steel Building (private) | 1 | 50 |

| 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 - E.1. - Provision of Meals Continued.

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Consulte el Anexo C - E.1. - Continuacin del suministro de comidas.

| 2. If meals are provided, the employer: * | ☐ **WILL NOT** charge workers for such meals. | | |
|---|---|---|---|
| | ☑ **WILL** charge workers for such meals at | $ 14 . 00 | 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 - F.1. - Daily Transportation Continued.

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Consulte el Anexo C - F.1. - Continuacin del transporte diario.

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 - F.2. - Inbound/Outbound Transportation Continued.

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Ver Anexo C - F.2. - Continuacin del transporte entrante/saliente.

| 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 (970) 258-5025 | N/A |

4. Website address (URL) to Apply *
www.connectingcolorado.com

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

| 1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? * | ☑ Yes ☐ No |
|---|---|

## I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   *Request for Conditional Access to Intrastate or Interstate Clearance System*: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound*)

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   *B. Transportation from Place of Employment (Outbound)*

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

*C. Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

*D. Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

   The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

   If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

   If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CPR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

   *Important Note*: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

    For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY**: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

    The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

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**U.S. Department of Labor**

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).

D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).

E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

| 1. Last (family) name * | 2. First (given) name * | 3. Middle initial § |
|---|---|---|
| Ahlberg | Michael | D |
| 4. Title * | | |
| Owner | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By Certifying Officer | | 4/20/2022 |

**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.

## 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 § |
|---|---|---|---|---|---|
| Mountain Fresh, LLC - Field 1 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | North on 1500 Rd, Right on D Road, left on 1550 Rd, Field on right | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 2 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | North on 1500 Rd, Right on corner of D Road | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 3 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | North on 1500 Rd, Left on D Road, Right on 1400 Road, Fields on left | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 4 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | South on 1500 Rd, Fields on right once road turns into 5400 Rd. | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 5 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | South on 1500 Rd, Right on Banner Road, Field on right before next road | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 6 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | South on 1500 Rd, Left on Banner Road, Field on right | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 7 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | North on 1500 Rd, Right on B Road, after 5600 Road, Field on right | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 8 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | North on 1500 Rd, Right on B Road, Fields across interstate Hwy 50 | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 9 | 384 1500 Road<br>Delta, Colorado 81526<br>DELTA | North on 1500 Rd, Past B Rd, Field on left | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 10 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | North on 1500 Rd, Left on D Rd, Right on Hwy 348, Field on right | 7/1/2022 | 12/30/2022 | 32 |

## 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 § |
|---|---|---|---|---|---|
| Mountain Fresh, LLC - Field 11 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | North on 1500 Rd, Right on B Road, Field on left | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 12 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | North on 1500 Rd, Right on B Road, Field on right | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 13 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | North on 1500 Rd, Right on B Road, Field 3/4 mile on right | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 14 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | North on 1500 Rd, North on B Road, Field 1/2 mile on left | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 15 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | North on 1500 Rd, Right on B Road to 1825 Rd, Fields on left and right | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 16 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | Due North of sweet corn shed | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 17 | 384 1500 Road<br>Delta, Colorado 81526<br>DELTA | Due East of sweet corn field | 7/1/2022 | 12/30/2022 | 32 |
| Mountain Fresh, LLC - Field 18 | 384 1500 Road<br>Delta, Colorado 81416<br>DELTA | South on 1500 Rd, Field 3/4 mile on west side of 5400 Rd. | 7/1/2022 | 12/30/2022 | 32 |
| | | | | | |
| | | | | | |

## D. Additional Housing Information

| 1. Type of Housing * | 2. Physical Location * | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Applicable Housing Standards * |
|---|---|---|---|---|---|
| House (private) | 6856 Amber Road<br>Olathe, Colorado 814255<br>MONTROSE | Workers are responsible for maintaining housing in a neat, clean manner. The reasonable repair cost of damage, other than normal wear and tear, may be billed to workers found responsible for damage to housing or furnishings. No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing shall vacate the housing promptly upon termination of employment with the employer. | 1 | 5 | ☑ Local<br>☑ State<br>☑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |

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

a. Job Offer Information 1

| 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*) *

This job requires a minimum of three months of prior experience harvesting or pack fresh vegetables, handling both manual and machine task associated with commodity production and harvest activities. Saturday work required. Must be able to lift/carry 60 lbs.

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Debe ser capaz de subir y bajar escalera con 35 lb. paquete en la espalda. Debe ser capaz de operar y conducir un tractor o montacargas para cargar y descargar cajas de frutas. Debe ser capaz de recoger 10 bolsas de fruta por hora para la retencin del trabajo. Se requiere una experiencia de uno (1) mes como cosechadora de fruta. El empleador no proveer entrenamiento y le dar cero das para que el trabajador alcance los estndares de produccin.

b. Job Offer Information 2

| 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*) *

Workers are responsible for maintaining housing in a neat, clean manner. The reasonable repair cost of damage, other than normal wear and tear, may be billed to workers found responsible for damage to housing or furnishings. No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing shall vacate the housing promptly upon termination of employment with the employer.

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

c. Job Offer Information 3

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

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

Applicants referred on this job order must possess legal, suitable documents to complete the I-9 Form as required by the Immigration Reform and Control Act (IRCA). All applicants must be able, willing and qualified to do the duties required. The applicant or the order holding office should refer all able, willing and qualified applicants directly to the employer at the phone number or address listed below during normal business hours.

Workers must meet all of the following criteria:
1. Are able and indicate willingness to work the entire season.
2. Have transportation to job site at start of season for non-local workers and daily for local workers.
3. Have been fully apprised by the local employment office of the terms, conditions, and nature of employment.
4. Are legally entitled to work in the U.S.
5. Are able, willing and qualified to perform the work.

Phone: 970-258-5025

Mail:
Mountain Fresh, LLC
340 1500 Road
Delta, CO 81416

Business Hours: Monday through Friday, 8:00 a.m. to 3:00 p.m.

The employer, Michael D. Ahlberg, will have sole hiring authority and he or a designated employee will be available for interviews or to receive referrals during normal business hours at the contact methods above. Phone and in-person interviews will be conducted at no cost to the applicant.

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Los solicitantes que se hace referencia en esta orden de trabajo deben poseer documentos legales, adecuados para completar el Formulario I-9, como lo exige la Ley de Reforma y Control de Inmigracin (IRCA). Todos los solicitantes deben ser capaces, dispuestos y capacitados para hacer las tareas requeridas. El solicitante o el carcter rgido de la oficina debe referirse a todos los solicitantes capaces, dispuestos y calificados directamente al empleador en el nmero de telfono o direccin que se indica a continuacin durante las horas normales de trabajo.

Los trabajadores deben cumplir con todos los siguientes criterios:
1. Son capaces e indican voluntad de trabajar toda la temporada.
2. Tener transporte al lugar de trabajo al comienzo de la temporada para los trabajadores no locales y diariamente para los trabajadores locales.
3. Haber sido informado completamente por la oficina de empleo local de los trminos, condiciones y naturaleza del empleo.
4. Tienen derecho legal a trabajar en los EE. UU.
5. Es capaz, est dispuesto y est calificado para realizar el trabajo.

Telfono: 970-3258-5025

Correo:
Mountain Fresh, LLC
340 1500 Road
Delta, CO 81416

d. Job Offer Information 4

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

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

Crops/Commodities: sweet corn, onions, asparagus.

This job requires a minimum of three months of prior experience harvesting or packing fresh vegetables, handling both manual and machine tasks associated with commodity production and harvest activities. Applicants must be able to furnish verbal or written statements establishing relevant prior work experience. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency. Workers will prepare fields for planting, including but not limited to picking roots, rocks, and other debris, weeding and clearing cull stock, and brush. Workers will pick appropriate-sized sweet corn, as directed by the supervisor, pack into containers, lift containers onto pallets, and transport pallets of sweet corn to the cooling shed. Workers will weed, clip and sort onions, and lift bags of onions onto machine for field transportation. Workers may sort onions in the packing facility. Workers will plant, harvest, and pack asparagus.

Workers may assist with irrigation; assist with general maintenance of farm properties, outbuilding, and perform end-of-season clean-up fields. Work may also include mechanized fieldwork using power equipment. By way of example and not limitation, power equipment may consist of tractors and other equipment. Workers are expected to be able to operate agricultural equipment with or without direction.

Work is for long periods of time. Workers will stand for long periods of time, repetitively lifting up to 60 pounds, throughout the workday. Position requires repetitive movements and extensive walking. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc., may affect the worker's ability to perform the job. Workers are exposed to wet weather early in the morning through the heat of the day, working in fields. Temperatures may range from 10 to 100 F. Workers may be required to work during occasional showers not severe enough to stop field operations. Workers should be physically able to do the work required with or without reasonable accommodations. Saturday work required. Must be able to lift/carry 60 lbs.

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

e. Job Offer Information 5

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

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

Employer assures that workers will be provided transportation from living quarters to work site every day (for workers who must be provided housing under the applicable regulations.)

Persons seeking employment as experienced farmworker must be available for the entire period requested by the employer. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. Successful applicants will be subject to a trial period of up to five days, during which their performance of required tasks will be evaluated. If the trial period's performance is not acceptable to the employer, the workers' employment will be terminated.

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

Employer retains the right to discharge an unqualified worker, malingerer, or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the employer's work to grow a premium quality product or for any other lawful reason.

All terms and conditions included in the job order will apply equally to all workers, both U.S. workers and H-2A workers, employed in the occupation described in this clearance order.

The employer may request, but not require, workers to work more than 7 hours per day and/or on a worker's Sabbath or federal holidays.

TERMINATION. Employer may terminate a worker for lawful job-related reasons and notify the Job Service local office if the worker: (1) abandons employment (five consecutive workdays of unexcused absence); (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits serious act(s) of misconduct or repeatedly violates the Work Rules; (4) fails, after completing the allowable three day training period or five day trial period (whichever is applicable), to perform in a competent and skillful manner that enables the employer to produce and sell a premium quality product; and/or (5) provides other lawful job-related reasons for termination, including termination of a non-US worker because a U.S. worker becomes available for the job under the DOL 50% rule. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.

f. Job Offer Information 6

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - A.8a - Job Duties - Continued 3 |
|---|---|---|---|

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

These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Violation of any lawful, job-related employer requirements, including these Work Rules, is grounds for immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.
1. Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property.
2. Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses.
3. Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence of alcohol or illegal drugs. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing.
4. Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness. Workers must report any absence from work by 7:00 AM. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence).
5. Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them.
6. Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters.
7. Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning. Workers must close all doors and windows while using heat and during adverse weather conditions.
8. Workers assigned to bunk beds in employer-provided housing may not separate bunk beds.
9. Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing. Employer furnishes cooking facilities and equipment.
10. Workers may not leave paper, cans, bottles, and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles.
11. Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand-washing facilities, or to obtain drinking water.
12. Workers may not sleep, waste time, or loiter during working hours.
13. Workers may not leave the field or other assigned work areas without employers or supervisors' permission.
14. Workers may not enter employer's premises without authorization.
15. Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time.

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

g. Job Offer Information 7

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - A.8a - Job Duties - Continued 4 |
|---|---|---|---|

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

16. Workers may not entertain guests in employer-provided housing premises after 10:30 PM, except on Saturdays when guest hours end at 12:00 midnight. No persons other than workers assigned by employer, may sleep in housing.
17. Workers may not deliberately restrict production or damage products/commodities.
18. Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination.
19. Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination.
20. Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination.
21. Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination.
22. Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination.
23. Workers may not falsify identification, personnel, medical, production, or other work-related records.
24. Workers may not drive any vehicles on employer's property without proper licensing if required.
25. Workers may not abuse or destroy any machinery, truck, vehicle, equipment, tools, or other property belonging to the employer or other workers.
26. Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer.
27. Workers may not use or operate trucks or other vehicles, machines, tools, or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools, or other equipment or property for personal use unless expressly authorized by the employer.
28. Workers may not misuse or remove from the farm premises any employer-owned property without authorization.
29. Workers may not accept personal gifts from employer's vendors or customers without employer's authorization.
30. Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor.
31. Workers must follow supervisor's instructions. Insubordination is cause for termination.
32. Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records.
33. Workers may not make long-distance phone calls without employer's explicit permission.
34. Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule:
First Offense: Oral warning and correction.
Second Offense: Written warning and unpaid leave for balance of day.
Third Offense: Immediate termination. Worker will be asked to sign a written fact statement.

h. Job Offer Information 8

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - A.8a - Job Duties - Continued 5 |
|---|---|---|---|

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

Cultivos/Productos bsicos: maz dulce, cebollas, esprragos.

Este trabajo requiere un mnimo de tres meses de experiencia previa en la cosecha o empaque de vegetales frescos, manejando tareas manuales y mecnicas asociadas con la produccin de productos bsicos y las actividades de cosecha. Los solicitantes deben poder proporcionar declaraciones verbales o escritas que establezcan una experiencia laboral previa relevante. Los trabajadores deben poder realizar actividades tanto manuales como mecanizadas con precisin y eficiencia. Los trabajadores prepararn los campos para la siembra, lo que incluye, entre otros, la recoleccin de races, rocas y otros escombros, desmalezado y limpieza de material de desecho y maleza. Los trabajadores recogern maz dulce del tamao apropiado, segn las instrucciones del supervisor, lo empaquetarn en contenedores, levantarn contenedores sobre paletas y transportarn paletas de maz dulce al cobertizo de enfriamiento. Los trabajadores deshierbarn, cortarn y clasificarn cebollas y levantarn bolsas de cebollas en la mquina para transportarlas al campo. Los trabajadores pueden clasificar las cebollas en la planta de empaque. Los trabajadores plantarn, cosecharn y empacarn esprragos.

Los trabajadores pueden ayudar con el riego; ayudar con el mantenimiento general de las propiedades agrcolas, las dependencias y realizar la limpieza de los campos al final de la temporada. El trabajo tambin puede incluir trabajo de campo mecanizado utilizando equipos elctricos. A modo de ejemplo y no de limitacin, los equipos de potencia pueden consistir en tractores y otros equipos. Se espera que los trabajadores puedan operar equipos agrcolas con o sin direccin.

El trabajo es por largos perodos de tiempo. Los trabajadores permanecern de pie durante largos perodos de tiempo, levantando repetidamente hasta 60 libras durante la jornada laboral. La posicin requiere movimientos repetitivos y caminata extensa. Las alergias a la ambrosa, la vara de oro, el aerosol para insectos, los productos qumicos relacionados, etc., pueden afectar la capacidad del trabajador para realizar el trabajo. Los trabajadores estn expuestos al clima hmedo temprano en la maana a travs del calor del da, trabajando en el campo. Las temperaturas pueden oscilar entre 10 y 100 F. Es posible que se requiera que los trabajadores trabajen durante lluvias ocasionales que no sean lo suficientemente fuertes como para detener las operaciones de campo. Los trabajadores deberan poder realizar el trabajo requerido con o sin adaptaciones razonables. Se requiere trabajo los sbados. Debe poder levantar/transportar 60 libras.

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

i. Job Offer Information 9

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - A.8a - Job Duties - Continued 6 |
|---|---|---|---|

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

El empleador asegura que los trabajadores recibirn transporte desde la vivienda hasta el lugar de trabajo todos los das (para los trabajadores a los que se les debe proporcionar vivienda segn las regulaciones aplicables).

Las personas que buscan empleo como trabajadores agrcolas con experiencia deben estar disponibles durante todo el perodo solicitado por el empleador. Los solicitantes deben poder proporcionar una declaracin verbal o escrita que establezca una experiencia laboral previa relevante. Los solicitantes seleccionados estarn sujetos a un perodo de prueba de hasta cinco das, durante el cual se evaluar su desempeo en las tareas requeridas. Si el desempeo del perodo de prueba no es aceptable para el empleador, se dar por terminado el empleo de los trabajadores.

Se pueden ofrecer aumentos y / o bonificaciones a cualquier trabajador temporal empleado de conformidad con esta orden de trabajo, a discrecin exclusiva de la empresa, en funcin de factores individuales, incluido el desempeo laboral, las habilidades y la antigedad.

El empleador se reserva el derecho de despedir a un trabajador no calificado, simulador o trabajador recalcitrante que est fsicamente capacitado pero que no demuestre la voluntad de realizar el trabajo del empleador para cultivar un producto de primera calidad o por cualquier otra razn legal.

Todos los trminos y condiciones incluidos en la orden de trabajo se aplicarn por igual a todos los trabajadores, tanto estadounidenses como trabajadores H-2A, empleados en la ocupacin descrita en esta orden de autorizacin.

El empleador puede solicitar, pero no exigir, que los trabajadores trabajen ms de 7 horas por da y / o en sbado o feriados federales.

TERMINACIN. El empleador puede despedir a un trabajador por razones legales relacionadas con el trabajo y notificar a la oficina local del Servicio de Empleo si el trabajador: (1) abandona el empleo (cinco das laborales consecutivos de ausencia injustificada); (2) simula o se niega, sin motivo, a realizar el trabajo como se le indica; (3) comete actos graves de mala conducta o infringe repetidamente las Reglas de trabajo; (4) no logra, despus de completar el perodo de capacitacin permitido de tres das o el perodo de prueba de cinco das (lo que sea aplicable), desempearse de manera competente y hbil que le permite al empleador producir y vender un producto de primera calidad; y / o (5) proporciona otras razones legales relacionadas con el trabajo para el despido, incluido el despido de un trabajador no estadounidense porque un trabajador estadounidense est disponible para el trabajo segn la regla del 50% del DOL. Independientemente de si el empleador requiere una verificacin de antecedentes como condicin de empleo, el empleador puede despedir por causa justificada, de acuerdo con las leyes y regulaciones aplicables, a cualquier trabajador que durante el perodo de empleo tenga antecedentes penales o estado como sexo registrado. delincuente que el empleador crea razonablemente que pondr en peligro la seguridad o el bienestar de otros trabajadores, el personal de la empresa, los clientes o el pblico en general.

j. Job Offer Information 10

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - A.8a - Job Duties - Continued 7 |
|---|---|---|---|

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

Estas Reglas de trabajo brindan orientacin a los trabajadores sobre las normas de conducta aceptables y las expectativas generales. Este documento no pretende ser exhaustivo. La violacin de cualquier requisito legal del empleador relacionado con el trabajo, incluidas estas Reglas de trabajo, es motivo de despido inmediato. Otras polticas y/o medidas disciplinarias pueden aplicarse a discrecin del empleador.
1. Los trabajadores deben cumplir con todas las reglas relacionadas con la disciplina, la asistencia, la calidad y el esfuerzo del trabajo, y el cuidado y mantenimiento de toda la propiedad proporcionada por el empleador.
2. Los trabajadores deben realizar el trabajo con cuidado y de acuerdo con las instrucciones del empleador. Los trabajadores que realizan un trabajo descuidado pueden ser suspendidos sin paga por el resto de la jornada laboral o hasta por tres das, segn el grado de infraccin, el historial previo del trabajador y otros factores relevantes. El empleador puede despedir al trabajador por infracciones posteriores.
3. Los trabajadores no pueden consumir ni poseer alcohol o drogas ilegales durante el horario de trabajo o durante cualquier da laboral antes de que se complete el trabajo del da (por ejemplo, durante las comidas). Los trabajadores no pueden presentarse a trabajar bajo la influencia del alcohol o drogas ilegales. El empleador puede despedir a los trabajadores por consumo excesivo de alcohol o por conducta desordenada o en estado de ebriedad en la vivienda fuera del horario laboral. Los trabajadores no pueden usar, poseer, vender o fabricar drogas ilegales en las instalaciones de ningn empleador, incluida la vivienda.
4. Los trabajadores deben estar presentes, capaces y dispuestos a realizar todos los das laborales programados a la hora programada, a menos que el empleador los justifique. El empleador no permite ausencias y/o tardanzas excesivas. Los trabajadores deben informar cualquier ausencia del trabajo antes de las 7:00 AM. El empleador puede despedir a cualquier trabajador que abandone el empleo (cinco das laborales consecutivos de ausencia injustificada).
5. Los trabajadores deben mantener ordenadas, limpias y en buen estado las viviendas y las reas comunes provistas por el empleador, excepto por el desgaste normal. Los trabajadores deben cooperar para mantener la cocina y las reas de estar comunes. El empleador no permite mascotas de ningn tipo. Los trabajadores deben ocupar la vivienda que el empleador les asigne.
6. Los trabajadores no pueden quitar, desfigurar o alterar los avisos o carteles del empleador requeridos por la ley federal y estatal. Los trabajadores pueden solicitar copias de los carteles.
7. Los trabajadores que viven en viviendas provistas por el empleador deben cerrar la vivienda con llave y apagar todas las luces, aparatos electrnicos y calefaccin innecesaria antes de salir a trabajar cada maana. Los trabajadores deben cerrar todas las puertas y ventanas mientras usan calor y durante condiciones climticas adversas.
8. Los trabajadores asignados a literas en viviendas proporcionadas por el empleador no pueden separar las literas.
9. Los trabajadores no pueden cocinar en las viviendas o en cualquier otra rea que no sea la cocina en las viviendas proporcionadas por el empleador. El empleador proporciona las instalaciones y el equipo para cocinar.

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

k. Job Offer Information 11

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

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

10. Los trabajadores no pueden dejar papel, latas, botellas y otra basura en los campos, reas de trabajo o en las viviendas. Los trabajadores deben usar adecuadamente los recipientes para basura y desechos.
11. Los trabajadores no pueden tomar descansos no autorizados del trabajo, excepto descansos razonables para usar las instalaciones de saneamiento, bao o lavado de manos, o para obtener agua potable.
12. Los trabajadores no pueden dormir, perder el tiempo ni holgazanear durante las horas de trabajo.
13. Los trabajadores no pueden abandonar el campo u otras reas de trabajo asignadas sin el permiso de los empleadores o supervisores.
14. Los trabajadores no pueden ingresar a las instalaciones del empleador sin autorizacin.
15. Los trabajadores deben estar presentes en su lugar de trabajo asignado a la hora de inicio programada. Los trabajadores no pueden comenzar a trabajar antes de la hora de inicio programada o continuar trabajando despus de la hora de finalizacin.
16. Los trabajadores no pueden recibir invitados en las viviendas proporcionadas por el empleador despus de las 10:30 p. M., Excepto los sbados cuando el horario de visitas termina a las 12:00 de la noche. Ninguna persona distinta de los trabajadores asignados por el empleador, podr dormir en la vivienda.
17. Los trabajadores no pueden restringir deliberadamente la produccin o daar los productos/mercancas.
18. Los trabajadores no pueden amenazar fsicamente a otros trabajadores, al empleador, supervisores o miembros del pblico con ninguna herramienta o arma. Los trabajadores que violen esta regla pueden estar sujetos a despido inmediato.
19. Los trabajadores tienen prohibido acosar a otros y participar en comportamientos abusivos de cualquier tipo. Los trabajadores que acosan fsica, sexual o verbalmente a otros trabajadores, al empleador, supervisores o miembros del pblico pueden estar sujetos a despido inmediato.
20. Los trabajadores no pueden pelear en las instalaciones del empleador, incluida la vivienda, en ningn momento. Los trabajadores que violen esta regla pueden estar sujetos a despido inmediato.
21. Los trabajadores no pueden portar, poseer ni utilizar ningn arma peligrosa o mortal. Los trabajadores que violen esta regla pueden estar sujetos a despido inmediato.
22. Los trabajadores no pueden robar a otros trabajadores ni al empleador. Los trabajadores que violen esta regla pueden estar sujetos a despido inmediato.
23. Los trabajadores no pueden falsificar registros de identificacin, personal, mdicos, de produccin u otros registros relacionados con el trabajo.
24. Los trabajadores no pueden conducir ningn vehculo en la propiedad del empleador sin la debida licencia si es necesario.

l. Job Offer Information 12

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - A.8a - Job Duties - Continued 9 |
|---|---|---|---|

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

25. Los trabajadores no pueden abusar ni destruir ninguna maquinaria, camin, vehculo, equipo, herramientas u otra propiedad que pertenezca al empleador u otros trabajadores.
26. Los trabajadores deben informar cualquier dao o avera en el equipo, herramientas u otra propiedad que pertenezca al empleador.
27. Los trabajadores no pueden usar u operar camiones u otros vehculos, mquinas, herramientas u otro equipo y propiedad que no haya sido asignado especficamente al trabajador por el empleador o supervisor. Los trabajadores no pueden usar u operar camiones u otros vehculos, herramientas u otro equipo o propiedad para uso personal a menos que el empleador lo autorice expresamente.
28. Los trabajadores no pueden hacer mal uso o sacar de las instalaciones de la finca ninguna propiedad del empleador sin autorizacin.
29. Los trabajadores no pueden aceptar obsequios personales de los proveedores o clientes del empleador sin la autorizacin del empleador.
30. Los trabajadores deben obedecer todas las reglas y prcticas de seguridad comunes. Los trabajadores deben informar de inmediato cualquier lesin o accidente al empleador o supervisor inmediato.
31. Los trabajadores deben seguir las instrucciones del supervisor. La insubordinacin es causa de despido.
32. Los trabajadores no pueden revelar informacin comercial confidencial o de propiedad exclusiva a terceros. La informacin confidencial incluye, pero no se limita a, listas de trabajadores, listas de clientes, informacin financiera u otros registros comerciales.
33. Los trabajadores no pueden realizar llamadas telefnicas de larga distancia sin el permiso explcito del empleador.
34. Salvo que se indique lo contrario anteriormente, los empleados que violen cualquiera de estas Reglas de trabajo sern sancionados de acuerdo con el siguiente programa:
Primera infraccin: advertencia y correccin oral.
Segunda infraccin: Advertencia por escrito y licencia sin goce de sueldo por el resto del da.
Tercera infraccin: terminacin inmediata. Se le pedir al trabajador que firme una declaracin de hechos por escrito.

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

m. Job Offer Information 13

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

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

Employer will make all deductions required by law (e.g., FICA, Medicare, Federal Taxes, State Taxes, including court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet, or other services for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Workers must obtain the employer's permission to make personal long-distance phone calls on the employer's phone. Making a personal long-distance phone call constitutes the worker's consent to deduct the cost of such call from the worker's pay. The worker must promptly confirm such authorization in writing.

Workers may be subject to disciplinary action for failing to obtain employers' permission for a personal long-distance call or to repay the cost of such a call within a reasonable time. The employer may charge the worker reasonable repair costs for damage to housing and furnishings beyond normal wear and tear if the worker is responsible for such damage. The employer may charge the worker for the reasonable cost of damages and/or replacement of tools and/or equipment if such damage results from the worker's willful misconduct or gross negligence.

Per 8 CFR 214.2(h)(5)(xi)(A) and 20 CFR 655.135(j)?(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay, or are solicited to pay, such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.

FIRST WEEK'S PAY. Failure to contact the respective SWA office within the timeframe specified in 20 CFR 653.501(c)(3)(i) shall disqualify any applicant from the assurances set forth therein.

ADDITIONAL PAY DETAILS. If the applicable H-2A wage rate decreases for any reason during the employer's positive recruitment or H-2A contract period in the job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower wage rate remains the highest of the AEWR, the prevailing hourly wage or piece rate, an agreed-upon collective bargaining wage, and the federal and state minimum wages in effect at the time work subject to the provisions of this job order is performed.

DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A beneficiaries of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period unless the beneficiary obtains an extension of status.

n. Job Offer Information 14

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

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

El empleador har todas las deducciones requeridas por la ley (por ejemplo, FICA, Medicare, impuestos federales, impuestos estatales, incluida la manutencin de menores ordenada por la corte, etc.). Los trabajadores deben preautorizar las deducciones voluntarias, que pueden incluir el pago de anticipos y / o prstamos, primas de seguro mdico, contribuciones al plan de jubilacin y / o pago de telfono celular, televisin por cable / satlite, Internet u otros servicios para la conveniencia y beneficio del trabajador. . Todas las deducciones cumplirn con la Ley de Normas Laborales Justas (FLSA) y la ley estatal aplicable. Los trabajadores deben obtener el permiso del empleador para realizar llamadas telefnicas personales de larga distancia en el telfono del empleador. Hacer una llamada telefnica personal de larga distancia constituye el consentimiento del trabajador para deducir el costo de dicha llamada del salario del trabajador. El trabajador debe confirmar prontamente dicha autorizacin por escrito.

Los trabajadores pueden estar sujetos a medidas disciplinarias por no obtener el permiso del empleador para una llamada personal de larga distancia o por no reembolsar el costo de dicha llamada dentro de un tiempo razonable. El empleador puede cobrar al trabajador costos razonables de reparacin por daos a la vivienda y al mobiliario ms all del desgaste normal si el trabajador es responsable de dicho dao. El empleador puede cobrarle al trabajador el costo razonable de los daos y / o el reemplazo de herramientas y / o equipo si dicho dao resulta de la mala conducta intencional o negligencia grave del trabajador.

Segn 8 CFR 214.2 (h) (5) (xi) (A) y 20 CFR 655.135 (j) - (k), el empleador prohbe la solicitud y el pago de tarifas de contratacin por parte de los trabajadores. Los trabajadores que pagan, o se les solicita que paguen, dicha tarifa deben informar al empleador de inmediato. El empleador investigar todas las reclamaciones de tarifas ilegales y tomar medidas correctivas inmediatas segn corresponda.

PAGO DE LA PRIMERA SEMANA. El no comunicarse con la oficina de SWA respectiva dentro del plazo especificado en 20 CFR 653.501 (c) (3) (i) descalificar a cualquier solicitante de las garantas establecidas en el mismo.

DETALLES DE PAGO ADICIONALES. Si la tasa salarial H-2A aplicable disminuye por cualquier motivo durante la contratacin positiva del empleador o el perodo del contrato H-2A en la orden de trabajo, el empleador se reserva el derecho de disminuir su salario por hora ofrecido / pagado a la nueva tarifa salarial ms baja, segn siempre que la nueva tasa salarial ms baja siga siendo la ms alta de la AEWR, el salario por hora vigente o la tarifa a destajo, un salario de negociacin colectiva acordado y los salarios mnimos federales y estatales vigentes en el momento del trabajo sujeto a las disposiciones de este trabajo se realiza el pedido.

RECONOCIMIENTO DE SALIDA. El empleador informar a todos los beneficiarios extranjeros H-2A de su responsabilidad de salir de los Estados Unidos una vez que se separe el empleo o se complete el perodo del contrato H-2A, a menos que el beneficiario obtenga una extensin de estatus.

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

o. Job Offer Information 15

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

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

Employer does not provide meals. Employer-provided housing includes free and convenient cooking and kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

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El empleador no proporciona comidas. El alojamiento proporcionado por el empleador incluye instalaciones de cocina y de cocina convenientes y gratuitas con equipos, electrodomsticos, accesorios de cocina y lavaplatos adecuados para la preparacin de comidas. Para los trabajadores que residen en una vivienda proporcionada por el empleador, el empleador tambin proporciona transporte gratuito una vez por semana hacia/desde el pueblo o ciudad ms cercana para hacer recados personales (por ejemplo, comestibles, servicios bancarios). Comedor, cocina/instalaciones para cocinar y otras reas comunes compartidas por todos los trabajadores. En caso de que las instalaciones de la cocina no estn disponibles durante el perodo del contrato, el empleador proporcionar tres comidas diarias de acuerdo con 20 CFR 655.122 (g). En tales circunstancias, el empleador deducir el costo de dichas comidas hasta la cantidad mxima permitida publicada en el Registro Federal, o segn lo apruebe el Departamento de Trabajo de EE. UU.

p. Job Offer Information 16

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

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

For workers residing in employer-provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for their own daily transportation. Employer provides, at no cost, incidental transportation between worksites.

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Para los trabajadores que residen en una vivienda proporcionada por el empleador, el empleador proporciona, sin costo para los trabajadores, transporte diario desde y hacia el lugar de trabajo. El uso del transporte proporcionado por el empleador es voluntario. El transporte diario hacia / desde el lugar de trabajo no est disponible para los trabajadores que no residen en una vivienda proporcionada por el empleador. Los trabajadores locales y los trabajadores que rechazan la vivienda proporcionada por el empleador son responsables de su propio transporte diario. El empleador proporciona, sin costo, transporte incidental entre lugares de trabajo.

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

q. Job Offer Information 17

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

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

After the worker has completed 50 percent of the work contract period, the employer shall reimburse the worker for the cost of transportation, subsistence, and where necessary, lodging from the place from which the worker has come to work for the employer.

Upon completion of the work contract, the employer will pay reasonable costs of return transportation, subsistence and, where necessary, lodging to the place from which the worker departed to the work for the employer, as required at 20 CFR 655.122(h). The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved, and the amount of lodging will be no less than (and will not be more than) the most economical and reasonable costs.

In addition, transportation, visa, and border crossing expenses will be reimbursed in compliance with the Fair Labor Standards Act beginning in the first workweek.

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Despus de que el trabajador haya completado el 50 por ciento del perodo del contrato de trabajo, el empleador reembolsar al trabajador el costo del transporte, la subsistencia y, cuando sea necesario, el alojamiento del lugar desde el cual el trabajador ha venido a trabajar para el empleador.

Al finalizar el contrato de trabajo, el empleador pagar costos razonables de transporte de regreso, subsistencia y, cuando sea necesario, alojamiento al lugar desde el cual el trabajador parti hacia el trabajo para el empleador, como se requiere en 20 CFR 655.122 (h). El monto del pago del transporte ser igual a los cargos de transporte comunes comunes ms econmicos y razonables similares para la distancia involucrada, y el monto del alojamiento no ser menor (y no ser mayor que) los costos ms econmicos y razonables.

Adems, los gastos de transporte, visa y cruce de fronteras se reembolsarn de conformidad con la Ley de Normas Laborales Justas a partir de la primera semana laboral.

r. Job Offer Information 18

| 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*) *