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 Equipment Operator

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	42	42	3. Begin Date * 6/20/2022	4. End Date * 11/4/2022

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 *

36	**a. Total Hours**	7	c. Monday	6	e. Wednesday	7	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	4	h. Saturday

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 4 : 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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 14 . 79	☑ HOUR ☐ MONTH	$ 16 . 00	bin Onion and $1.10/bucket Chile

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-300-22112-096138 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 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 *
8275 NM 377 & 8285 Country Club Road, SE

2. City *	3. State *	4. Postal Code *	5. County *
Deming	New Mexic	88030	Luna

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

All worksites controlled/operated by employer

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 *
Litas House, 823 Walnut Grove

2. City *	3. State *	4. Postal Code *	5. County *
Garfield	New Mexic	87936	Dona Ana

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Adobe-Stcco	1	10

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

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

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

E. Provision of Meals

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

Employer will furnish free and convenient cooking facilities so workers may prepare their own meals. Free transportation will be provided once a week to a grocery store so that workers can purchase their groceries.

2. If meals are provided, the employer: *

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

F. Transportation and Daily Subsistence

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

Employer will provide transportation between living quarters and worksites at no cost to the worker. All employer provided transportation will meet applicable federal and state laws and safety standards.

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.)

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, whether in the U.S. or abroad to the place of employment.

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.)

Prospective applicants can be interviewed by the employer between 9 am and 4 pm M-F by phone. They may apply and be referred by their nearest Workforce Connection Center.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (575) 267-3043	chileriver@zianet.com

4. Website address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Daily Transportation

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

D. Compliance with Transportation Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Franzoy	Victoria	
4. Title *		
Office Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		4/26/2022

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 §
Chile River, Inc	8970 Hwy 377 Deming, New Mexico 88030 LUNA		6/20/2022	11/4/2022	42
Chile River, Inc	8275 NM-377 Deming, New Mexico 88030 LUNA		6/20/2022	11/4/2022	42
Chile River, Inc	200 Dandelion Garfield, New Mexico 87936 DONA ANA		6/20/2022	11/4/2022	42
Chile River, Inc	4333 N Hwy 187 Garfield, New Mexico 87936 DONA ANA		6/20/2022	11/4/2022	42
Chile River, Inc	890 Father Ramon Estivill Ave Salem, New Mexico 87941 DONA ANA		6/20/2022	11/4/2022	42
Chile River Inc	1261 Salem St Salem, New Mexico 87941 DONA ANA		6/20/2022	11/4/2022	42
Chile River, Inc	350 Sahara Rd. Hatch, New Mexico 87937 DONA ANA		6/20/2022	11/4/2022	42
Chile River, Inc	3315 BB Romig Dr Salem, New Mexico 87941 DONA ANA		6/20/2022	11/4/2022	42
Chile River, Inc	2150 Highway 187 Hatch, New Mexico 87937 DONA ANA		6/20/2022	11/4/2022	42
Chile River Inc	1250 Kit Carson Rd Rincon, New Mexico 89740 DONA ANA		6/20/2022	11/4/2022	42

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 §
Chile River, Inc	1500 Sunday Dr. Hatch, New Mexico 87937 DONA ANA		6/20/2022	11/4/2022	42
Chile River Inc	2511 BB Romig Dr Salem, New Mexico 87941 DONA ANA		6/20/2022	11/4/2022	42
Chile River, Inc	5400 Highway 187 N. Salem, New Mexico 87941 DONA ANA		6/20/2022	11/4/2022	42
Chile River, Inc	13625 Uvas Valley Rd. NE Deming, New Mexico 88030 LUNA		6/20/2022	11/4/2022	42
Chile River, Inc	8285 Country Club Road, SE Deming, New Mexico 88030 LUNA		6/20/2022	11/4/2022	42
Chile River, Inc	4023 Carriage Hills Rd. Garfield, New Mexico 87936 DONA ANA		6/20/2022	11/4/2022	42
Chile River Inc	3715 Lexington Rd. Garfield, New Mexico 87936 DONA ANA		6/20/2022	11/4/2022	42
Chile River Inc	210 Dandelion Garfield, New Mexico 87936 DONA ANA		6/20/2022	11/4/2022	42
Chile River Inc	200 Dandelion Garfield, New Mexico 87936 DONA ANA		6/20/2022	11/4/2022	42
Chile River, Inc	7250 Hwy 187 Garfield, New Mexico 87936 DONA ANA		6/20/2022	11/4/2022	42

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 §
Chile River, Inc	25790 Cattleman Rd. Deming, New Mexico 88030 LUNA		6/20/2022	11/4/2022	42
Chile River, Inc	210 W Las Uvas Rd.? Deming, New Mexico 88030 LUNA		6/20/2022	11/4/2022	42
Chile River Inc	88510 Amapola Rd. Deming, New Mexico 88030 LUNA		6/20/2022	11/4/2022	42

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	8275 Highway 377 Deming, New Mexico 88030 LUNA		1	19	☑ Local ☑ State ☑ Federal
Farm House	5555 Highway 187 Garfield, New Mexico 87936 DONA ANA	Garcia	1	8	☑ Local ☑ State ☑ Federal
Mobile home	350 Sahara Rd. Salem, New Mexico 87941 DONA ANA		7	18	☑ Local ☑ State ☑ Federal
mobile home	7003 Hwy 187 Garfield, New Mexico 87936 DONA ANA		1	12	☑ Local ☑ State ☑ Federal
Brick Stucco	1022 S Platinum Ave. Deming, New Mexico 88030 LUNA		1	21	☑ Local ☑ State ☑ Federal
Brick home	5890 Hwy 549 SE Deming, New Mexico 88030 LUNA		1	5	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Equipment Operator
Assist Manager with operating packing equipment. Will be trained on machine operation, watch machinery operate and trouble shoot when machine stops operating. Assist shed manager with operation and repairs to shed equipment and ensure equipment is operating efficiently. Perform daily equipment inspections by checking off equipment pieces listed for wear and tear, need for lubricants, identify parts that need to be replaced or repaired.
Sort onions using hands and pick out onions that do not meet customer quality. Sweep using hand broom and clean as directed by manager at onion packing facility. Label packages using hand to apply to package.
Operate forklift to transport pallets of onions, empty/full produce bins, load/unload produce bins and load finished onion pallets on semi-trailers. Must have 1 month experience operating forklifts and do daily maintenance and repairs as directed by manager.
Must be physically able to climb up equipment ladder on tractor and forklifts. Have at least 1 month to one year of working knowledge of farm equipment and implements to operate correctly and safely. Must maintain equipment in proper working condition by doing daily maintenance and repairs as directed by farm manager.
Wash, repair and weld broken produce bins. Use a power washer, brush and soap to clean produce bins. Wet bins with power washer and use brush with soap to scrub inside and out of bin, rinse off with power washer.
Repair bins by operating a welder to melt plastic on bins, use small grinder to grind edges evenly to prep for plastic weld.
Must have valid driver?s license to operate farm vehicles and travel to farms. Transport H2A workers to work locations using company vans.

Field Harvester
Hoe, weed, thin, plant crops and clean fields. Using a hoe walk thru fields and cut weeds, weed crops while riding on machinery by adjusting levers to cut weeds. Thin crops by walking thru field and cutting excess plants.
Plant crops by walking in field, bending down and place plant in predrilled holes in dirt. May also ride on machinery and place plants in wheel to be planted.
May assist with vegetable harvest as needed. Hand pick chile peppers, use hand to pick chile peppers and place into bucket and dump into bin. Hand pick onion, pull onion from ground, use scissors to cut off tops and roots, place into buckets and dump into onion bins.

b. Job Offer Information 2

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

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

Employer will make the following deductions, if applicable, and in accordance with Federal and State Laws:
FICA
State and Federal Taxes
Medicare

Willful destruction of property or damage to housing or furnishings
No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.
Pay through Wednesday on Tuesday.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

Worker may be required to take a drug test at no cost to the worker. A drug test will be conducted after hire at employers expense in case of accident or unsafe behavior while on the job.

1 month VERIFIABLE experience for equipment operators

Valid class D license for vehicle drivers

d. Job Offer Information 4

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

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

Chile River, Inc. expects all employees to adhere to the rules of conduct necessary for the company?s safe and efficient operations. The rules of conduct are necessary to establish and maintain a productive and respectful workplace.
The performance standards listed below, and others that may be established from time to time, are not all-inclusive. These standards are only examples of the types of misconduct for which employee?s may be disciplined or dismissed. They are published to provide a general understanding of what your employer considers to be unacceptable conduct. Workers will be expected to comply with all provision of the H-2A job contract and the employer?s policies, house rules, instructions and procedures, including any new or changed policies that may be communicated during the work contract. Any employee who violates any of the work rules listed below may be subject to disciplinary action, up to, and including termination of employment. The level of disciplinary action taken will be determined at management?s discretion and judged by the severity of the violation. Chile River, Inc. may impose disciplinary action in those instances where management decides such action is appropriate up to and including termination of employment for cause.

1) Refuses without justified cause to perform work for which the workers were recruited and hired or refuses to follow housing rules.
2) Commits serious acts of misconduct.
? Serious act(s) of misconduct? includes but is not limited to: theft from the employer or other workers;
? Fraud or falsifying work-related records.
? Unauthorized or illegal possession use or sale of alcohol or controlled substances on employer?s premises or during working hours, while engaged in work activities or in employer?s vehicles.
? Fails or refuses to take an alcohol or drug test.
? Unauthorized or illegal possession use or sale of weapons, firearms, or explosives on employer?s premises or in employer?s vehicles.
? Disobeying a lawful and reasonable instruction given by the employer or supervisor.
? Abusing, threatening or harassment of other employees, supervisor or employer; Spitting, demeaning or use of profanity towards other workers, employer or supervisor.
? Bullying or harassment (including verbal, physical, sexual) of other employees, supervisor or employer.
? Willful or malicious damage to employer?s or other worker?s property.
3) Malingers or otherwise refuses without justified cause to perform as directed by supervisor the work for which the worker was recruited and hired or is otherwise obviously unqualified to perform the job;
4) Disrespect toward fellow workers, visitors or other members of the public.
5) Performing outside work or use of employer?s property, equipment or facilities in connection with outside work while on employer?s time.
6) Poor attendance or poor performance; Sleeping on the job.
7) Provides other lawful job-related reason(s) for termination of employment.
8) Hinders another worker?s productivity.
9) Is physically able but does not demonstrate the willingness to perform the work necessary.
10) Fails to meet the established productivity standard indicated in the petition after the 5-day introductory period; Or other job-related reasons.

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 - Housing Rules

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

2022 Housing Rules

1. Persons not employed by Chile River, Inc. are not allowed to stay at the housing unit.
2. Workers must be considerate of neighbors.
3. No late-night parties or live or loud music are allowed after 9pm.
4. No fighting. No arguments or physical fighting of any manner.
5. No weapons, firearms, or knives are allowed at any time.
6. Immediately notify the company supervisor of any required repairs needed to housing unit.
7. Know where your fire extinguisher is located and keep it accessible at all times. Do not discharge it unnecessarily. Please notify company supervisor anytime a fire extinguisher is used. Fire extinguishers must be kept in housing units at all times.
8. Notify your company supervisor immediately if smoke detectors are not working. Never remove batteries for any other use.
9. No alterations to your housing unit are allowed without company approval.
10. No excessive consumption of alcohol or public intoxication, in the event this happens alcohol will be prohibited in housing unit.
11. Illegal substances are prohibited in housing or on any job site.
12. Smoking is prohibited inside the housing. Smoking is allowed outside housing unit with prober disposal of cigarette butts.
13. No lewd behavior is permitted.
14. In the event of criminal activity or fire, telephone emergency 911, and immediately contact your company supervisor to report occurrence.
15. Workers must keep their housing clean, sanitary and free of garbage both inside and out. Place all garbage and household trash in the trash cans and trash dumpster. Keep kitchen, toilets, floors, and showers clean. Do not put cooking grease or oil down sicks or drains, put it in a separate container and dispose of it with trash. Keep fridges clean inside and out.
16. Must get along with your roommates, no bullying or being disrespectful. No special accommodations. You will be given a disciplinary notice for any problems.
17. .Any damages to housing or extreme clutter/uncleaned house (which results in cleaning services) will result in charges to occupants.
18. Everyone is responsible for all items in housing unit. If any damages occur persons responsible for damages will be charged accordingly.

Housing will be inspected at least one time per week by a company supervisor to help ensure that it is kept in good condition. Failure to comply with housing rules my result in disciplinary action, up to and including termination of employment. Any worker eligible for company-provided housing who is terminated for cause or resigns/abandons their employment must immediately vacate the housing premises and will no longer be eligible for housing benefits.

f. Job Offer Information 6

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

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

Forklift
Tractor
Onion Shed Packing Equipment
Vehicles