



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

A. Job Offer Information

1. Job Title * Crew Leaders (JAL)							
2. Workers Needed *		a. Total	b. H-2A	Period of Intended Employment			
		2	2	3. Begin Date * 7/1/2022		4. End Date * 10/31/2022	
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.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>1</u> : <u>30</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> 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 \$	
\$ <u>17</u> <u>51</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
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							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3. Training: number of <u>months</u> required. *	
12		0	
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements <input checked="" type="checkbox"/> g. Exposure to extreme temperatures			
<input type="checkbox"/> b. Driver requirements <input type="checkbox"/> h. Extensive pushing or pulling			
<input type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> i. Extensive sitting or walking			
<input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> j. Frequent stooping or bending over			
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs. <input checked="" type="checkbox"/> k. Repetitive movements			
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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 *			
Higaki 582 San Andres Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Watsonville	California	95076	Santa Cruz
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
See Addendum C			
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? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
Villa Robles: 4660 San Juan Oaks			
2. City *	3. State *	4. Postal Code *	5. County *
Hollister	California	95023	San Benito
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Apartment		12	96
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
Villa Robles has 12 units. Every unit has 2 rooms for 4 people each room for a maximum capacity of 96 workers, 1 washer, 1 dryer, 1 kitchen, 2 fridges, necessary kitchen utensils, 2 bathrooms with shower, toilet and sink each			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



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E. Provision of Meals

<p>1. Describe <u>how</u> 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.)</p> <p>Employer will furnish free and convenient cooking and kitchen facilities, so workers may prepare their own meals. Kitchens, utilities and cooking and eating utensils will be provided at no cost to occupants of Employer-provided housing. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the Employer-provided housing facilities. No kitchen facilities or meals are provided to workers not occupying Employer-provided housing. Employer to provide access to groceries.</p>	
2. If meals are provided, the employer: *	<input checked="" type="checkbox"/> WILL NOT charge workers for such meals.
	<input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> per day per worker.

F. Transportation and Daily Subsistence

<p>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.)</p> <p>See Addendum C</p>		
<p>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.)</p> <p>The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.</p> <p>See Addendum C.</p>		
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	\$ <u> 14 </u> . <u> 00 </u> per day *
	b. no more than	\$ <u> 59 </u> . <u> 00 </u> per day with receipts

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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 *

+1 (805) 663-6752

3. Email Address to Apply *

agempleo@berry.net

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



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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).



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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 CFR 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).



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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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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 \$
Rodriguez	Luz	
4. Title *		
Director of Human Resources		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		5/17/2022

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.

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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 §
JAL Berry Farms	Judd W Riverside Dr. Watsonville, California 95076 SANTA CRUZ		7/1/2022	10/31/2022	2
JAL Berry Farms	Porter 98 Associated Ln. Watsonville, California 95076 SANTA CRUZ		7/1/2022	10/31/2022	2
JAL Berry Farms	Hicks 24293 Parker Rd Salinas, California 93908 MONTEREY		7/1/2022	10/31/2022	2
JAL Berry Farms	Pedrazzi 564 River Rd Salinas, California 93908 MONTEREY		7/1/2022	10/31/2022	2



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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) * <small>The Strawberry Crew Leader is responsible for providing leadership and supervision to ground harvest crew and harvest aid crew. Ensures quality and quantity performance targets are met for the strawberry crop. Responsible for crew production, employee and food safety, employee retention, and administrative duties. Establishes and follows a packaging review system that ensures harvested strawberries meet company standards in quality and appearance and assigns identification stickers to each respective harvester and ensures that all crates are accurately tracked.</small> Supervises a crew of strawberry harvesters to ensure harvesting is being done in a safe, compliant, and efficient manner. Specific duties include: <ul style="list-style-type: none">• Repositions harvest aids at the end of each row; when working with harvest aid.• Loads empty crates onto harvest aid as needed.• Conducts daily inspection of harvest aids and addresses issues immediately• Ensures harvesters are picking quantity and quality strawberries per Driscoll's standards (appearance and weight).• Trains harvesters on proper harvesting and packaging methods.• Ensures harvesters are not leaving ripe fruit behind and that over ripe fruit is being removed from the plant. Promotes a pleasant and healthy work environment by: Daily communication of work orders, safety reminders and motivational pep talk. Ensures employees take their rest and meal breaks per state regulations. Addresses employee suggestions and concerns in a timely and fair fashion. Informs employees of pesticide application and follows proper protocol to avoid having them come in contact with pesticides. Maintains break areas and bathrooms clean and stocked. Mitigates safety risk by complying with safety policies and addressing safety concerns in a timely manner. Leads daily warm-up exercises Ensures harvesters do not run in the field Maintains work area clean and free of objects that may cause accidents Handles work-related injuries per Company policy. Delivers monthly safety tailgate meeting. Inspects equipment such as bathroom trailers, farm vehicles, first aid kits and water containers are in safe and operable conditions. Ensures clean and fresh water and shade areas are always available. Participates in safety trainings and obtains required certification. Ensures that all employees wear the proper work attire to avoid work-related accident or food safety violations. Accounts for all harvesters via daily attendance tracking and monitoring of leaves of absences. Distributes employee badges and harvest stickers. Reviews and handles personal leaves of absence requests and paperwork and monitors return to work dates in timely fashion. Submits sick time requests for processing in timely fashion. Completes and submits termination notices for resignations and job abandonments in a timely fashion. Ensures the correct time of the employees and boxes harvested per person, through the management of electronic devices and applications. Completes Meal waivers, 7th workday forms, time-off request forms Participates in the following trainings/meetings: <u>Sexual Harassment & Discrimination Prevention Training</u>		

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3.	Details of Material Term or Condition (up to 3,500 characters) * The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment/tools; housing or furnishings (beyond normal wear and tear) caused by the worker (if any) - the employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; Cal Savers, retirement plan (if eligible); and deductions expressly authorized by the worker in writing (if any). See Addendum c.		

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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 (<i>up to 3,500 characters</i>) * 12 months of experience as Strawberry Crew Leader. Cannot be color blind due to the need to distinguish colors of crops for proper ripeness and maturity, no smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work fields. Proficiency in English or Spanish is required for training and safety purposes. Work is performed outdoors in open fields and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal field environment. Temperatures can range from 50 degrees F to over 90 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described. See Addendum C.			

d. Job Offer Information 4

1. Section/Item Number *	C.6	2. Name of Section or Category of Material Term or Condition *	Additional Place of Employment Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Harvesting work will be performed in the fields in and around Santa Cruz and Monterey, Counties, California and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the harvesting will be completed at the following locations which are owned or operated by JAL Berry Farms (Growers): Contacts: JAL Berry Farms Gerardo Zepeda Telephone: (831)206-8740			



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who are available at the time and place needed should be referred to the employer.</p> <p>Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. The employment application is completed on the first day of work and on that day the crews will receive an orientation/training session.</p> <p>Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, the Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p> <p>Walk-in applications will be accepted at:</p> <p>411 Walker St, Watsonville, CA 95076</p> <p>AgEmpleo Referral Contact: Azucena Espindola Telephone: (831) 235-3436 Email address: agempleo@berry.net</p> <p>Contact hours are Monday through Friday between 8:00 a.m. and 5:00 p.m. All referrals from State Workforce Agencies must be sent to the employer by email or telephone and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.</p> <p>Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) required by law.</p>			

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site. The use of this transportation is voluntary.</p> <p>See Addendum C.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Additional Inbound / Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) * For workers who complete 50 percent of the work period, the Employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the Company which is the place of recruitment which for the H-2A workers is Baja California, Michoacán and Jalisco, Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.</p> <p>Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e. If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)</p> <p>Inbound: The Employer will either provide bus transportation to travel from the place of recruitment (Baja California, Jalisco and Michoacán), Mexico to the Tijuana Border, at no charge to the workers. Then the Employer will provide transportation for the workers to travel from the Border to the place of employment, at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite</p> <p>Outbound: The Employer will provide a bus for the workers to travel from the place of employment to the place of recruitment, at no charge to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.</p> <p>The subsistence rate during inbound and outbound transportation is \$14.00 per day without receipts and \$59.00 with receipts.</p> <p>Arrival/Departure Records</p> <p>Employees permit the employer and/or employer's agents to access electronically-issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections.</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Required Departure
<p>3. Details of Material Term or Condition (up to 3,500 characters) * H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Transportation Information
3. Details of Material Term or Condition (up to 3,500 characters) * No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will include buses, vans, and carpooling using CalVans and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use. Workers are free to provide their own transportation to and from the daily work site.			

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will offer housing, bedding (mattresses, blankets, sheets, pillows, pillowcases and towels), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. The employer provides free dormitory-style housing which meets local, state, and federal standards. A copy of the housing contract is provided. Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor).			



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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Family Housing
<p>3. Details of Material Term or Condition (up to 3,500 characters) * As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Monterey and Santa Cruz Counties, California to provide family housing. Workers may be reached at the following address and phone number:</p> <p>ADDRESS: 4660 San Juan Oaks, Hollister, CA 95023 PHONE: (831)234-3536</p> <p>Mail intended for workers should be addressed to the address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above.</p> <p>Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.</p> <p>The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered or provided transportation from their elected housing to pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working. The Employer may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use.</p> <p>Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.</p> <p>No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p> <p>Reasonable repair costs of damage other than that cause by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</p>			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * General Specifications:</p> <p>Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictate. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations. Specifically, workers will be expected to perform any and all of the listed tasks assigned to the worker in a professional and efficient manner while maintaining the work pace of the crew. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times.</p> <p>Instructions and general supervision will be provided by a designated or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times.</p> <p>All safety rules and instructions must be meticulously observed throughout the workday. All rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. All Food Safety rules must be adhered to, including gloves. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.</p> <p>No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no children may be present at or adjacent to the worksite, or left in vehicles at or adjacent to the work site, or in Company provided housing during the workday. Workers arriving to work with or other non-workers will be sent home.</p> <p>Employees must not report for work, enter the worksite, or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy</p>			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements 3
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include gloves, cell phone, and handheld scanner to perform the job. The reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless such it can be shown that shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Training and Production Standards
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Training will be provided for 3 days from each worker's initial date of employment. Workers will be allowed 5 days from the initial date of employment to reach the production standards of the activity. PRODUCTION STANDARDS: Workers must be able to perform the job and its requirements as defined in this clearance order after a reasonable period of on-the job training. We consider 5 days from a worker's initial date of employment as a reasonable period of on-the-job training			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Authorized Deductions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.			

p. Job Offer Information 16

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Payday and Worker's Compensation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers will be paid on a weekly basis by check or by card. Payday is Wednesday of the week following the end of the payroll period. Worker's Compensation: All employees are covered by workers' compensation insurance in accordance with California law. This insurance covers injury or disease out of and in the course of the worker's employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period. A workers' compensation and employer's liability insurance policy is held by AgEmpleo, LLC covering the Workers Compensation Law of the State of California. Insurance coverage is provided by XL Specialty Insurance Co. Inc. The policy number is: RWD5000411-08. The Policy is effective beginning 01/01/2022 and expires 01/01/2023.			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Employer Obligation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as term of employment, providing return transportation or paying return transportation expenses to the worker.</p> <p>TERMS AND CONDITION CHANGES: The Employer will expeditiously notify the order holding office or State agency by telephone 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.</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Terminations
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) maligners or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; and, (e) other job-related reasons. Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers who become ill or injured for non-work-related reasons and are unable to perform essential functions of the job will be released for cause.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Employer Information and CA Tax ID
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>AgEmpleo, LLC (also referred to herein as "AgEmpleo" "Employer" or "Company") is headquartered in Oxnard, California (730 South A Street, Oxnard, CA 93030), Phone: (831) 235-3436. The employer has designated the following as the Application site. ADDRESS: 411 Walker St, Watsonville, CA 95076 CA TAX ID 111-3870-8 PHONE: (831) 235-3436</p> <p>AgEmpleo is a registered Farm Labor Contractor</p>			

t. Job Offer Information 20

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - COVID Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>To the extent consistent. All federal, state and local COVID 19 requirements and guidelines will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination.</p> <p>Weekly transport into town for shopping will be subject to approval by the local public health departments COVID 19 requirements and are subject to change per federal, state, and local COVID 19 guidelines.</p> <p>Housing: Isolation/self-quarantine housing will be available on or off-site. Alternative emergency housing may be coordinated through the county's emergency services at the time of need if on/off site isolation/quarantine housing is filled to capacity.</p> <p>There will be no charge for any alternative COVID 19 housing and meals will be brought to the self-quarantined employee three times per day, seven days per week.</p> <p>The employees should expect to be tested for COVID-19 and may, with voluntary consent, be vaccinated.</p> <p>COVID-19 Testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols:</p> <p>(b) COVID-19 testing.</p> <p>(1) The employer shall make COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except:</p> <p>(A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection (a).</p> <p>(B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsections 3205(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test.</p> <p>(2) COVID-19 testing shall consist of the following:</p> <p>(A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results</p> <p>of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.</p> <p>(B) After the first two COVID-19 tests required by subsection (b)(2)(A), employers shall make COVID-19 testing available once a week at no cost, during paid time, to all employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until this section no longer applies pursuant to subsection (a)(2).</p>			



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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Offered Wage
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will pay the hourly rate of \$17.51 per hour for work performed in California (unless the wage methodology is changed by government or legal action). Higher or different wage rates may apply during contract period based on market conditions and/or job/crop activity, but no less than the required wage rate. Employer assures that the required wage rate will be paid at the time that the work is performed. If the OFLC publishes a lower AEWR during the H-2A period of employment, the employer may pay the lower rate as long as it remains the highest of the AEWR, state or federal minimum wage, prevailing hourly wage, or piece rate, or collective bargaining wage.</p> <p>If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease, Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.</p> <p>If the worker is paid on an individual incentive basis and at the end of the pay period the incentive 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, (i) The worker's pay must be supplemented 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.</p> <p>Overtime: The Employer abides by California Wage Order 14 (California Labor Code 1391 and 1394) including, but not limited to, the following:</p> <p>In accordance with the California Wage Order 14:</p> <p>(2) For employers of more than 25 employees:</p> <p>(b) Starting January 1, 2022, an employee shall not be employed more than eight (8) hours per workday or forty (40) hours per workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over eight (8) hours in any one workday or more than forty (40) hours in any one workweek.</p> <p>(B) An employee may be employed on seven (7) workdays in one workweek with no overtime pay required when the total hours of employment during such workweek do not exceed 30 and the total hours of employment in any one workday thereof do not exceed six (6).</p>			

v. Job Offer Information 22

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Hours of Work
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The normal work week is 6 hours per day (36 hours per week), Monday through Saturday. Sunday work may be required. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays. The Employer abides by California Wage Order 14.</p> <p>This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. This is not "day work". Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action in accordance to company policies.</p> <p>The working hours will be starting at 7:00 am to 1:30 pm from Monday to Saturday but may start later depending on the time of year, hours of daylight, weather and production requirements.</p> <p>An unpaid lunch break of 30 minutes and two paid 10-minute work breaks are provided. On work days of less than 5 hours no lunch break will be provided. Workers are notified of any change in the start time.</p> <p>All employees not occupying employer-provided housing must provide the Company with contact information before the worker commences employment. This contact information may be used to notify the worker not to report work due to inclement weather or when work is not available or to notify the workers of any change in the worker's daily schedule, or for any other reason.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Number of Workers Requested
3. Details of Material Term or Condition (up to 3,500 characters) * AgEmpleo seeks certification for 2 workers. The total number of workers needed is 2.			

x. Job Offer Information 24

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Itinerary
3. Details of Material Term or Condition (up to 3,500 characters) * All Field Workers assigned by AgEmpleo in these locations will work under the direct control of AgEmpleo and will work in Santa Cruz and Monterey Counties, California. • Strawberry Crew Leader. Individual will be performing the same activities for the duration of the contract. Employees will be working at the locations listed throughout the contract period: July 1, 2022 through October 31, 2022			



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H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Performance Incentive Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Individual will be paid \$17.51 per hour for all hours worked. Individual will be eligible to receive the Crew Average Incentive if the following goals are achieved:</p> <p>Who Qualifies: Crew Leaders</p> <p>Description: The crew average is defined as the incentive a crew leader receives on top of their hourly rate when his/her hourly rate is below the average hourly earnings of the crew he/she directly supervises. This incentive is calculated per day and it is paid on a weekly basis. In these occasions, the crew leader's hourly rate will be increased to the average rate of the crew's earnings as long as the following goals are achieved:</p> <ul style="list-style-type: none">• A ranch quality score of 1.0 or higher for the day• 0 rejected pallets for the day			

z. Job Offer Information 26

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p><small>This work may entail exposure to plant pollens, insects and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times.</small></p> <p>Environmental Conditions: Harvesting is always conducted outdoors in variable weather conditions with large temperature fluctuations (50 to 90 degrees). Exposure to Bees, Wasps, Snakes, Chemicals, Pesticides, etc.</p> <p>Work Hours: Hours vary but generally, a full day is from 6 hours per day and occasionally up to 10 hours per day, 6 days per week during season. The season generally lasts from July through October.</p> <p>Tools, Equipment Used: hand knife, pen, cell phone, inspection sheets, first aid kit folder, fire extinguisher, water jug, water cones, atomizer, and garbage bags. Optional: Gloves, safety glasses.</p> <p>Thinking: Up to 10 hours of using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.</p> <p>Visual: Up to 10 hours of visually distinguishing between quality and non-quality fruit, identifying ranch soil types and identifying any potential problems within the ranch.</p> <p>Talking: Up to 10 hours of talking with others to convey information effectively.</p> <p>Hearing: Up to 10 hours of giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.</p> <p>Noise Exposure: Up to 10 hours of noise levels that are moderate to loud. If working with harvesting aide, may experience louder than normal range of noise frequency on a frequent basis.</p> <p>Standing: Up to 9 hours of the workday is spent on one's feet, a combination of standing and walking.</p> <p>Walking: Crew Leader is required to be standing 100% of the day (with the exception of Meal and Rest Periods) to inspect the furrows and ensure that harvesters do not leave fruit behind. Ensure that the furrows are being watered correctly are watering well, notice that there are no branches outside the threads and if there are they are fixed and if there are too many notify the hoop crew leader.</p> <p>Lifting and Carrying: Occasional when necessary. Must be able to lift to 50lbs.</p> <p>Stooping and Bending: This activity will be performed when boxes are being lifted or brought from the truck to the trailer or vice versa and when the pallets are being formed. When the garbage and cardboards are picked up around the work area.</p> <p>Squatting or Kneeling: As Needed.</p> <p>Sitting: Crew Leader rarely sits, except for Meal and Rest Periods.</p> <p>Limb Use and Movement: As required, the crew leader will harvest around 10 jars during the day to compensate or exchange poor quality fruit.</p> <p>Fine Motor Skills (Fingers, Hands, Wrist): As required and up to 10 hours a day.</p>			