



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

A. Job Offer Information

1. Job Title * Field Crop Worker							
2. Workers Needed *		a. Total		b. H-2A		Period of Intended Employment	
		10		10			
3. Begin Date * 7/15/2022						4. End Date * 11/19/2022	
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 *
40	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday
0		b. Sunday	8	d. Tuesday	8	f. Thursday	0
							a. <u>6</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM b. <u>2</u> : <u>00</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. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input type="checkbox"/> Weekly <input checked="" 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). * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> 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. *	1	3. Training: number of <u>months</u> required. *	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 checked="" 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? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 *			
17230 Valley View Drive			
2. City *	3. State *	4. Postal Code *	5. County *
Tulelake	California	96134	Siskiyou
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
Work will be performed at the employer's strawberry, raspberry, blackberries, endive, carrot, mint, row and field crops, hay and grain fields at the listed locations.			
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 *			
Bonanza Farm Location, 8909 Bliss Road			
2. City *	3. State *	4. Postal Code *	5. County *
Bonanza	Oregon	97623	Klamath
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Dormitory/Barracks		1	5
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) *			
See Addendum C			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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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.)
Workers occupying employer-provided housing will be offered three prepared meals per day seven days per week. At the employer's sole discretion, the noon meal may be delivered to the daily work site on work days.

A deduction of \$16.50 per day with the approval of a higher meal charge (or higher when the Department of Labor publishes the new maximum meal deduction rate) for employer-prepared meals will be made from the paychecks of all workers occupying employer-provided housing. This deduction applies to employees who are offered meals beginning on the first day the worker occupies the employer-provided housing. This deduction will be made for each day the worker is assigned to such housing. No rebate will be made if a worker fails to take advantage of an employer-prepared meal.

2. If meals are provided, the employer: *

☐ **WILL NOT** charge workers for such meals.

☒ **WILL** charge workers for such meals at \$ 16 . 50 per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

(Please begin response on this form and use Addendum C if additional space is needed.)

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

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



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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 (530) 254-6210

3. Email Address to Apply *

H2A@sierracascadenursery.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



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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 §
Fortin	Steve	
4. Title *		
President/COO		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		5/31/2022

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Work performed in Oregon	\$ 17 . 41	Hour	
	Work performed in California	\$ 17 . 51	Hour	
	Raspberry Trim	\$ 11 . 00	Piece Rate	Raspberry trim -- \$11.00 per box on a team piece rate basis (8 or 10 persons per team. SEE ADDENDUM C - PIECE RATES
	Strawberry Green Plant Trimming	\$ 18 . 00	Piece Rate	Strawberry Green Plant Trimming – \$18.00 per 1,000 plants trimmed and bundled, plus quality incentive bonus of \$0 to \$3.00 per thousand plants depending on the quality of work performed. SEE ADDENDUM C - PIECE RATES
	Strawberry Regular Trimming	\$ 11 . 00	Piece Rate	SEE ADDENDUM C - PIECE RATES Strawberry Regular Trimming – \$11.00 per 1,000 plants trimmed and bundled, plus quality incentive bonus of \$0 to \$3.00 per thousand plants depending on the quality of work performed.
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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 §
Sierra Cascade Nursery, Inc.	17230 Valley View Drive Tulelake, California 96134 SISKIYOU		7/15/2022	11/19/2022	10
Sierra Cascade Nursery, Inc.	28100 Ritter Road Bonanza, Oregon 97623 KLAMATH		7/15/2022	11/19/2022	10
Sierra Cascade Nursery, Inc.	104 West Ball Mountain Road MacDoel, California 96058 SISKIYOU		7/15/2022	11/19/2022	10



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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 *
Dormitory	Tulelake Ranch Housing Location, 17230 Valley View Drive Tulelake, California 96134 SISKIYOU	Dormitory style housing with 1 to 4 workers per dormitory, plus common areas and bathroom facilities. Laundry facilities provided onsite at no cost to the worker. Capacity - 50 workers. This housing location has a total capacity of 50 of which 25 beds are certified for a prior H2A contract, H-300-22013-828386. This leaves 25 beds available for this job order of which only 5 are needed.	1	5	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
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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 (<i>up to 3,500 characters</i>) *			
A. Field Crop Worker			
<p>Work with strawberries, raspberries, blackberries, endive, carrots, hay, mint, hops, row and field crops, grain and seed products. Perform planting, bloom picking, runner setting, watering, weeding, planting-growing-trimming strawberry runner tips, and pest control. Work in support role for trim operations during harvest. Install and maintain irrigation systems, apply and remove plastic covers to fields, clear fields of debris, and lift up to 50 pounds. Workers may operate buses to transport workers, tractors and equipment to apply fertilizer, chemicals and harvest crops. In compliance with 29 C.F.R. 780.105 (c) worker may perform work in labor camp located on the farm that includes all areas of preparing and serving food, housing cleaning detail to provide a high standard for safe and secure living conditions and food service. Works as a member of a crew, or individually performing moderately complex tasks that require limited judgment. Use standard tools such as rakes, long handled hoes in conventional crops and short handled hoe in organic crops, and shovels. Workers may occasionally and/or sporadically perform duties associated with and directly related to field work including but not limited to packing plants, closing/stacking boxes in and around the field and trim sheds, distributing plants, and clean-up functions in and around the field and trim shed. When working in California, Employer complies with the California health and safety rules applicable to short-handled hoes.</p> <p>Bus Driving – Only drivers who possess the proper and valid driver's licenses will participate in driving. Drivers will transport the workers to and between the work site locations on work days and return the workers to the housing facilities when the work day is finished. Driving is not a separate job from the field crop worker position and workers engaged in driving activities also work as field crop workers. All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a driver's license (DL). The DL is not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a DL at the time of application and/or hiring. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to obtain a DL. The employer will be responsible for the cost of the Driver's License and related certificates and medical exams.</p>			

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 (<i>up to 3,500 characters</i>) *			
<p>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; housing or furnishings (beyond normal wear and tear) caused by the willful, dishonest, or grossly negligent conduct of the worker (if any);; PPACA (if applicable); 401k voluntary participation, and deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.</p>			

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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>) * Must have 1 month experience working with strawberry nursery plants within the previous two years. The name and address or telephone number of the reference who can verify the worker's experience and performance will be required at the time of interview and written confirmation of experience in the form of a letter. No smoking allowed in the fields or dormitories, cannot be color blind due to the need to distinguish colors of crops, able to use shears and other agricultural tools, conditions of housing include no smoking, illegal drugs, alcohol, or weapons of any sort in the dormitories.			

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 3 to 8 workers per dormitory, plus common areas and bathroom facilities. Laundry facilities provided onsite at no cost to the worker. Capacity – 60 workers. This housing location has a total capacity of 60 of which 38 beds are certified for a prior H2A contract, H-300-22013-828386. This leaves 22 beds available for this job order of which only 5 are needed. Workers will be assigned housing in one of the two listed housing facilities, at the employer's discretion			



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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 (<i>up to 3,500 characters</i>) *</p> <p>Walk-in applicants will be accepted at the Tulelake, California locations and processed at the Susanville, California location. Upon contact with the employer, the applicant will be provided with an employment application and disclosure and upon completion of the application and signed disclosure, will be interviewed. Walk-in applicants should bring with them original documentation of identity and employment eligibility, so that if an offer of employment is made the required pre-employment paperwork can be completed. Walk-in hours are from 9:00 AM to 1:00 PM Monday through Friday. Telephone or in-person interviews will be at no cost to workers.</p> <p>Persons may also apply by writing or calling the employers personnel office in Susanville, California at (530) 254-6210 and asking for Jacky Penaloza or Jimmie Hernandez. Email: H2A@sierrascadenursery.com. Referral hours are from 9:00 AM to 1:00 PM, Monday through Friday. Telephone or in-person interviews will be at no cost to workers. Alternatively, workers may contact any state Job Service office and request referral to the employer. All referrals from State Workforce Agencies must be sent to the employer in writing by email and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will be accepted from Job Service personnel only. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.</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, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer. Employer is enrolled in the E-Verify verification program. Employer will only continue to employ those workers newly hired who are confirmed through E-verify as eligible to work in the United States.</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 (<i>up to 3,500 characters</i>) *</p> <p>Employer will offer transportation at no cost to workers occupying company provided housing to the worksite and return on a daily basis. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary and workers are free to use their own transportation. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Employer.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Work Hours
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The anticipated work week is Sunday through Saturday with an average of 40 hours per work week unless Acts of God or labor disputes make such a work week impracticable. A paid 10 minute rest break in the morning and afternoon and an unpaid 30-60 minute meal break. On work days of less than 5 hours no meal break will be provided. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled meal break. Overtime work is expected and is available frequently.</p> <p>Starting and quitting times will vary, generally ranging from 6:00 a.m. to 6:00 p.m., depending on the start time. Work end times may also vary according to weather and lighting conditions. Meal and rest breaks will be staggered accordingly. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer.</p> <p>All workers not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information will be used to notify the worker not to report to work due to inclement weather or when work is not available or to notify the worker of any change in the worker's daily work schedule, or for any other reason.</p> <p>The work described in this Clearance Order is regular, full time work requiring all workers to be available for work on a daily basis. This is not "day work". Tardiness and/or unexcused absences will not be tolerated, and will result in disciplinary action as set forth in the employer's employment policies.</p> <p>Employees may experience a temporary reduction in work hours and/or a temporary work stoppage due to the natural agricultural cycle (i.e. planting and harvest). During a work stop it is necessary for the continuation of irrigation of the crops to ensure the crop is not harmed or jeopardized due to lack of water, it may be necessary for irrigators to continue to work during a work stoppage.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) * B. Strawberry Regular and Green Plant Trimming: Trim Shed Nursery</p> <p>Worker will sort, trim and bundle strawberry plants in trimming shed or container plant nursery to prepare plants for packing and shipment and will be paid on a piecework basis. Worker also may be assigned to fill a support role for trim operations during harvest. In a support role, workers will perform duties associated with and directly related to trimming, including but not limited to packing plants, closing/stacking boxes in and around the trim shed, distributing plants, and clean-up functions in and around the trim shed and will be paid on an hourly basis. (See Item 17).</p> <p>Workers may trim a small amount of raspberry rootstock which consists of separating, sorting and cutting roots and canes and will be paid on a team piecework basis. Work production and quality will be monitored and reviewed for accuracy by the Supervisor.</p> <p>Strawberry regular trim: Worker stands at assigned station at trim table; takes harvested strawberry plants from pile on table; inspects and discards plants that do not meet specifications of trim shed supervisor, taking care not to discard marketable plants; creates "hand" of marketable plants, arranged so that all crowns are together, and all roots are aligned in the same direction; grasps root ends with other hand and passes roots over sickle blade on table to trim roots to uniform length; grasps stem end and passes stem end over sickle blade to trim stem end to uniform length; places "hand" of plants on table; repeats process to create a bundle of exactly 100 marketable plants, uniformly trimmed, bundled with crowns together, and roots aligned in same direction. Lays completed bundle on table to be removed by packer.</p> <p>Quality Control for Trimmers</p> <p>A quality control inspection of each worker's daily production for regular strawberry will be performed by a quality control worker and the worker will receive a quality control score for the purpose of controlling quality and calculating the worker's bonus for each day's work. The worker's quality control score will be determined by randomly selecting and examining one or more bundles from the worker's production during the work day. The quality control worker will examine the selected bundle(s) and assign a score based on the number of plants in the bundle (perfect score = 100), the number of bad plants in the bundle (perfect score = 0), and the appearance of the bundle based on uniformity of trim of roots and stems, alignment of roots and stems, and all crowns together (perfect score = 100). In the event that each worker's work cannot be sampled during a work day because of a short day or for any other reason, the worker will be assigned the quality score earned the preceding day for that day's work.</p> <p>Minimum daily productivity standard for regular plant trim: 950 plants trimmed and bundled per hour. May be subject to change based on industry standard.</p> <p>Minimum quality standard: 70%</p> <p>There are no production standards when the production of crop is at low peak because there will be no trimming performed when the crop is at low peak.</p> <p>*This Quality Control does not apply to field work.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Bonus & Incentive Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Bonus: Each worker will be evaluated on their quality of work and productivity by the Company's supervisors. A bonus of up to \$3.00 per 1000 plants trimmed and bundled, based on the worker's quality control inspection score, will be earned on the worker's daily production, and will be included in the worker's pay at each pay period. A bonus of \$1.00 per thousand plants trimmed and bundled will be awarded at the 70% level, increasing to \$3.00 per 1,000 plants at the 100% level. There will not be a quality bonus for a quality standard score below the stated quality production standard. As stated above, for strawberry, trim, plant, and pack work, the bonus is included in the piece rate calculation for purposes of determining the required wage.</p> <p>If it is not possible to sample each worker's production on a given work day due to a short work day or for other reasons, the worker's bonus for that work day will be computed based on the worker's quality score for the preceding work day.</p> <p>Incentives: The employer may, at its sole discretion, offer workers a performance bonus in addition to the hourly rate set forth in this Clearance Order as an incentive for superior performance. Each worker will be evaluated on their quality of work and productivity by the Company's supervisors. Bonuses may range from \$0-\$50 to \$0-\$300 per month worked and will be paid at the end of the calendar year. The worker must work to the end of the harvest season with a minimum of 3 months of continuous service to qualify for his or her performance bonus. The employer offers up to 80 hours of accrued Paid Time Off in lieu of California Sick Leave.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Payday Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will be paid biweekly by check, direct deposit, or Electronic Payroll Debit Card program (employee's choice). The payroll period is Sunday through Saturday. Payday is Friday of the week following the end of the payroll period. Paychecks will be given directly to the worker, if still in the employment of the employer, mailed to the address on the worker's employment application or any more recent change of address notification provided by the worker, or directly deposited onto their reloadable debit paycard. Photo identification may be required to receive a paycheck. In the event it is necessary for someone other than the worker to pick up the worker's paycheck, an authorization form signed by the worker and approved by the worker's supervisor must be in the possession of the employer. When debit paycards are used the employer will pay for the initial card.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Workers Compensation Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Workers Compensation Policy is issued by Zenith Insurance Company, Policy number Z126840905 (CA), November 20, 2021 through November 20, 2022 and SAIF, Policy number 990130 (OR), October 1, 2021 through October 1, 2022. Name and address of policyholder: Sierra-Cascade Nursery, Inc., 472-715 Johnson Rd., Susanville, CA 96130 Person(s) and phone numbers(s) of person(s) to be notified to file claim: Supervisor or Human Resources Representative and (530) 667-2074 Deadline for filing claim: 24 Hours or as soon as possible.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - COVID 19 Precautions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>COVID-19 PRECAUTIONS:</p> <p>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>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>COVID-19 Testing and Vaccinations: The employer is mandating testing and vaccinations prior to crossing the U.S. border at the company's expense. In the United States, employees will be given an opportunity thru the company's approved providers for vaccinations free of charge.</p> <p>Please note: Time spent on vaccination appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency.</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 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

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Terminations
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * TERMINATIONS: The employer may terminate the worker if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct or fails to follow company rules, including housing rules; or (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable. Workers who fail to properly perform the job duties after a reasonable period of on-the-job training may be terminated for cause. In the event of termination for medical reasons occurring after the arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place where the worker departed to the employer's place of employment. For H-2A workers coming from outside the United States, the law defines the place from where the worker departed to the employer's place of employment as the place of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Arrival/Departure Records
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * ARRIVAL/DEPARTURE RECORDS: Employees permit the employer and/or employer's agents to access electronically-issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections			



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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Training and Production Standards
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * TRAINING: The Employer will provide a one-day initial training from each worker's initial date of employment and orientation period and will train throughout the season as crops and job duties vary. Workers will be allowed 2 additional days (a total of three days—called the “break-in” period) from the initial date of employment to reach the production standards of the activity, if production standards are applicable.			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Piece Rates Part I
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * <small>Piece rates: Plants are produced by taking early un-rooted runner tips from specially selected mother plants that are sorted, counted, trimmed and prepared for shipping. Strawberry regular and green trim are performed at various times during the months of May through August and harvest season of late September through the first part of November. For this work, a trimmer's daily production is recorded by packer as packer removes worker's completed bundles from trim table. Trimmers will be paid at the piece rates listed below. Worker's daily production will be recorded electronically as the packer removes the worker's completed bundles from the trim tables.</small> <small>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, (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.</small> <small>Strawberry Regular Trimming – \$11.00 per 1,000 plants trimmed and bundled, plus quality incentive bonus of \$0 to \$3.00 per thousand plants depending on the quality of work performed. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$17.41/hour in Oregon and \$17.51/hour in California and up to \$21.24 or higher, for an estimated 1,570 plants trimmed and bundled per hour with a 92.98% quality bonus score. Th estimated hourly wage equivalent for the piece rate is depending on harvest production and commodity and the productivity of an individual employee. The estimation of plants trimmed and bundled per hour varies depending on harvest and weather conditions. The AEWR is guaranteed.</small> <small>Strawberry Green Plant Trimming – \$18.00 per 1,000 plants trimmed and bundled, plus quality incentive bonus of \$0 to \$3.00 per thousand plants depending on the quality of work performed. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$17.41/hour in Oregon and \$17.51/hour in California and up to \$19.10 or higher, for an estimated 930 plant trimmed and bundled per hour with a 93.0% quality bonus score. Th estimated hourly wage equivalent for the piece rate depending on harvest production and commodity and the productivity of an individual employee. The estimation of plants trimmed and bundled per hour varies depending on harvest and weather conditions. The AEWR is guaranteed.</small>			



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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Piece Rates Part II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Raspberry trim -- \$11.00 per box (size of box: 22"Lx11"Wx12"H) on a team piece rate basis (8 or 10 persons per team. Group (or team) piece rate is divided among team members. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$17.41/hour in Oregon and \$17.51/hour in California and up to \$48.73 or higher, depending on harvest production and commodity and the productivity of the group. The hourly wage equivalent is for an estimated 4.43 boxes of trimmed and bundled per hour. The estimation of plants trimmed and bundled per hour varies depending on harvest and weather conditions. The AEWR is guaranteed.</p> <p>For strawberry trim work, the Employer will include the bonus in its calculation of the piece rate and guarantees a wage paid on a semi-monthly (bi-weekly) basis that equals or exceeds the AEWR (\$17.51/hr. in California and \$17.41/hr. in Oregon, unless changed by court order or other action), prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.</p> <p>Trim support workers performing support duties will be paid on an hourly basis at a guaranteed rate of not less than the AEWR in effect at the time work is performed</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Offered Wage Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Offered Wage: 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 workers the required wage for work performed in California (\$17.51 per hour, (unless the wage methodology is changed by government or legal action) and for work performed in Oregon (\$17.41 per hour, (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 crop/job activity, but no less than the required 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. Employer may offer a higher rate of pay based on employee performance, function, and/or skill level. All employees will be provided the same opportunity to be reviewed on a fair basis for awarding compensation based on merit. Merit increases are not guaranteed and are based on company performance and financials. When provided, a merit increase may accompany a performance review if the employee's performance so warrants.</p> <p>Overtime will be paid at 150% of the piece rate and bonus described below (as provided for under 29 U.S.C. 207; 29 CFR 778418). At no time will the overtime piece rate payment be less than 150% of the required hourly wage rate stated above. Employer will abide by the California overtime rules for agricultural workers working in California. The Employer abides by California Wage Order 14 including for work performed in California. Oregon does not require an Employer to pay an increased pay rate for overtime.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Meal Provision Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers occupying employer-provided housing who are absent from work due to a reported illness will be provided with instructions about when and how to request their meals during days when any meals are provided at the work site.</p> <p>If work temporarily stops due to weather or other unforeseen circumstances, employer may delay meal deductions until the next payroll cycle following the temporary unavailability of work.</p>			

t. Job Offer Information 20

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will offer housing, 1 set of bedding (mattresses, blankets, sheets, pillows and pillowcases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis.</p> <p>Workers will be assigned housing in one of the two housing facilities, at the employer's discretion.</p> <p>The following provisions apply to workers occupying employer-provided housing:</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. The employer assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered daily transportation to and from the work site and transportation to and from shopping facilities, and must provide or arrange their own transportation. Workers who elect to provide their own housing will be responsible for their own meals, and are not eligible for employer-provided meals.</p> <p>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>Free housing will be available to eligible workers.</p> <p>Workers provided housing will be assigned to a specific housing unit by the employer, at the employer's sole discretion, and may occupy only the specific housing unit assigned. Housing assignments may be changed during the period of employment as the needs of the nursery dictate and to make most efficient use of housing facilities.</p> <p>Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas 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 times. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p> <p>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 be clean and meet applicable local, State or Federal Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean, and sanitary 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).</p>			



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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful, dishonest, or grossly negligent conduct resulting in 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> <p>Family Housing:</p> <p>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. Employer will comply with Oregon Access ACT ORS 659A.</p> <p>Mail intended for workers should be addressed to the worker in care of Sierra-Cascade Nursery, Inc., 472-715 Johnson Road, Susanville, CA, 96130. In case of emergency only, workers occupying employer-provided housing may be contacted by calling (530) 254-6210 and giving a message to the Human Resources office.</p>			

v. Job Offer Information 22

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - California Tax ID:
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>51225647</p>			

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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - REQUIRED DEPARTURE:
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>REQUIRED DEPARTURE: 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.</p>			

x. Job Offer Information 24

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound and Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>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 to the place of employment which is the place of recruitment, which for the H-2A workers is Avenida Benito Juarez Sur 1219 Plaza Lyvs, Local H Vicente Guerrero, Baja California, Mexico 22920.</p> <p>Sierra Cascade Nursery's Inbound/Outbound Transportation Procedures:</p> <p>Inbound Transportation: For H-2A workers, the employer will provide bus transportation from the place of recruitment to the Tijuana Consulate, at no cost to the employee. Sierra Cascade will then provide bus transportation from the point of entry (San Ysidro International Border) to the place of employment at no cost to the employee. 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 Transportation: For H-2A workers, the employer will provide bus transportation from the place of employment to the place of recruitment, at no cost to the employee. 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. Notwithstanding the language herein (i.e. reimbursement of inbound transportation and substance and visa cost at the 50% mark), the employer will reimburse inbound transportation, subsistence and/or visa costs before the end of the first week, if required by law (i.e. if such costs, if deducted from the employees pay would reduce the wage to below the federal minimum wage).</p> <p>Subsistence for inbound and outbound transportation will be reimbursed at the rate of \$14.00 per day without documentation and of actual expenditures, and at actual cost up to a maximum of \$59.00 per day with documentation of actual expenditures.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>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 20 degrees F to over 100 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.</p> <p>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.</p> <p>Workers must confirm ability (with or without a reasonable accommodation) to stand, sit, walk on uneven ground for long distances, crouch, lay for extended periods of time on bed machine, bend, reach, lift and carry items weighing up to 50 pounds in the course of performing required activities. Workers must listen to, understand and follow instructions of company supervisors and managers.</p> <p>Workers are expected to maintain work areas, sleeping areas, housing and company property in a neat and unsoiled condition. Workers shall not litter and must maintain housekeeping, make their beds, and adhere to all safety and housing rules and policies on a daily basis. Meals must be eaten in the assigned area(s) away from the employee's work station and/or work assignment.</p> <p>Daily individual work assignments will be made by, and at the sole discretion of, the employer as the needs of the operation dictate. Workers must perform the assigned work at the assigned work station and may not switch assignments and/or work stations without the specific authorization of a company supervisor. Workers may be re-assigned to a different work station and/or work assignment at various times during the work day and/or on different days.</p> <p>Workers will be expected to comply with all provisions of this Clearance Order and the employer's work rules and policies, and to perform any and all assigned tasks in a professional and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures.</p> <p>All safety rules and instructions must be meticulously observed throughout the work day. All Sierra-Cascade Nursery, Inc. rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with Company policies and/or meet expectations will result in application of specified disciplinary procedures, up to and including termination.</p>			

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 Part II
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors must sign in and out of company premises and housing upon arrival and departure and are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the work site, or left in vehicles at or adjacent to the work site during the work day. Workers arriving at work with non-working children or other non-workers will be sent home.</p> <p>Employees must not report for work, enter the work site or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform service, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The employer may require the worker to submit to a drug test at the employer's expense upon the occurrence of a reportable accident or upon reasonable suspicion.</p> <p>The employer will provide tools and equipment necessary to perform all required tasks at no cost to the worker. The reasonable repair or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</p> <p>Drug Screening: Drug screen is post-offer, post-hire, can be random, and at no cost to the employee.</p>			