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

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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crop

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	53	53	3. Begin Date * 8/11/2022	4. End Date * 5/12/2023

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

6. Anticipated days and hours of work per week *

45	**a. Total Hours**	8	c. Monday	8	e. Wednesday	7	g. Friday
0	b. Sunday	8	d. Tuesday	7	f. Thursday	7	h. Saturday

7. Hourly work schedule *
a. 6 : 00 ☑ AM ☐ PM
b. 2 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 15 . 58	☑ HOUR ☐ MONTH	$ ____ . ____	

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☑ Yes ☐ No

10. Frequency of Pay. * ☐ Weekly ☑ Biweekly ☐ Monthly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
see addendum C

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

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

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

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 30 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

3-months of experience working with onion, garlic, fresh vegetables, and carrots required. Written verification of experience is required.
See addendum C

C. Place of Employment Information

1. Address/Location *
165 Osborne Ln.

2. City *	3. State *	4. Postal Code *	5. County *
Yerington	Nevada	89447	Lyon

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

Address listed above is the office address and a work-site for Snyder Livestock Company, Inc.(Snyder Livestock Company, Inc. cannot receive mail at this location, all correspondence should be mailed to Snyder Livestock Company, Inc. PO BOX 550 Yerington, NV 89447). Joint employer is Mason Valley Heritage Ag, LLC with mailing/office address as PO BOX 550 Yerington, NV 89447.
Please see addendum C for additional work-sites.
The employer owns and operates all worksites

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *	☑ Yes ☐ No

D. Housing Information

1. Housing Address/Location *
3 West Cremetti Lane

2. City *	3. State *	4. Postal Code *	5. County *
Yerington	Nevada	89447	Lyon

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
2 Story Farm House	1	15

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

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

All housing units include kitchen, cooking, bathroom, shower(s) and access to free laundry facilities.
Please see addendum B.
All housing is owned or controlled by the employer.

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

E. Provision of Meals

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

see addendum C

2. If meals are provided, the employer: *	☑ **WILL NOT** charge workers for such meals.		
	☐ **WILL** charge workers for such meals at	$ _____ . ____	per day per worker.

F. Transportation and Daily Subsistence

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

see addendum C

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

see addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 14 . 00	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *
(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (775) 463-4888	N/A

4. Website address (URL) to Apply *
http://slcnv.com/get-in-touch.html

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   B. Transportation from Place of Employment (Outbound)

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

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

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

C. Daily Transportation

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

D. Compliance with Transportation Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 *§*
Booher	Mary	
4. Title *		
H-2A Program Coordinator		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		6/2/2022

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
	Onion, garlic, fresh vegetables, and carrots	$ 15 . 58	Hour	
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		

Form ETA-790A Addendum A **FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-22151-226096 Case Status: Full Certification Determination Date: 06/14/2022 Validity Period: _____ to _____

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 §
Snyder Livestock Company, Inc. -Packing House and Storage	165 & 168 OSBORNE LANE Yerington , Nevada 89447 LYON	1,2,4,5,6,7,9,11,12,13,14,15,16,19,24,25,27,28 ,29,30,41,42	8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. -Bridge Street	830 West Bridge Street Yerington, Nevada LYON	Fields 101-111	8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. -Menesini Unit	38 deg 54' 10" N 119 deg 10' 12" W Nevada LYON	FIELDS 060S,060N,061N, 061S,62	8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. - Cliff Unit	39 deg 04' 07" N 119 deg 11' 06" W Nevada LYON	Fields 131-137	8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. - Cremetti Unit	3 West Cremetti Yerington, Nevada LYON	Field 51, 52	8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. - C. Masini Unit	230 Highway 208 Yerington , Nevada 89447 LYON	FIELDS 161,162,163,164,165,166, 167, 168	8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. -Fraser Unit	6 W. Cremetti Lane Yerington, Nevada 89447 LYON	Fields 121-124	8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. - Freitas Field 70	38 deg 55' 28" N 119 deg 09' 38" W Yerington, Nevada LYON		8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. -Campbell Ranch	39 deg 04' 13" N 119 deg 11' 28" W Yerington , Nevada 89447 LYON	FIELDS 211,212,214,216,217,218, 213, 215	8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. -Purrell Unit	38 deg 56' 23" N 119 deg 09' 30" W Yerington, Nevada 89447 LYON	Fields 221,222,223,224,225,226	8/11/2022	5/12/2023	53

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 §
Snyder Livestock Company, Inc. -Mack Ranch	38 deg 56' 55" N 119 deg 46' 09" W Gardnerville, Nevada DOUGLAS		8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. - Park Ranch	38 deg 58' 02" N 119 deg 44' 31" W Gardnerville, Nevada DOUGLAS	Fields 13, 14, 21	8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. - Settelmeyer Ranch	39 deg 00' 41" N 119 deg 46' 51" W Gardnerville, Nevada DOUGLAS		8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. - Flood Ranch	38 deg 59' 56" N 119 deg 46' 14" W Gardnerville, Nevada DOUGLAS	South of Airport Road	8/11/2022	5/12/2023	53
Snyder Livestock Company, Inc. -Bently	39 0' 6.39"N 11946'16.23"W Gardnerville, Nevada DOUGLAS	Field 7D	8/11/2022	5/12/2023	53
Mason Valley Heritage Ag, LLC -Marathon Building	38 deg 58' 31" N 119 Deg 11' 03" W Yerington , Nevada LYON	130 and 136 Hwy 339	8/11/2022	5/12/2023	53
Mason Valley Heritage Ag, LLC	39° 5'58.07"N 119°11'11.49"W Yerington , Nevada LYON	Fields 3,4,5,7,8,9,10,11,12	8/11/2022	5/12/2023	53
Mason Valley Heritage Ag, LLC	39 5'53.36"N 119°11'2.80"W Yerington, Nevada LYON	Fields 13,14,15	8/11/2022	5/12/2023	53
Mason Valley Heritage Ag, LLC	39 7'43.34"N 119°10'47.47"W Yerington, Nevada LYON	Field 1	8/11/2022	5/12/2023	53
Mason Valley Heritage Ag, LLC	39 5'58.11"N 119°10'31.51"W Yerington, Nevada LYON	FIELDS 8,64A,63,2,62,64B,65,6,59,61,55,84,56,48,52,53,54,50,46,47	8/11/2022	5/12/2023	53

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 §
Mason Valley Heritage Ag, LLC	39 5'55.21"N 119° 9'24.53"W Yerington , Nevada LYON	FIELDS 35,36,37,38,39,40,41,42A,42B,43,44	8/11/2022	5/12/2023	53
Mason Valley Heritage Ag, LLC	39 5'53.89"N 119°10'49.48"W Yerington , Nevada LYON	Fields 16N,17,18,16S,19,20,21,22,23,24, 25,26,27,28,29,30,31,32,33,34	8/11/2022	5/12/2023	53
Mason Valley Heritage Ag, LLC	39 3'22.37"N 119°10'49.57"W Yerington, Nevada LYON	FIELDS 1,2/4,3,5,6,7,8,9,10,11	8/11/2022	5/12/2023	53
Mason Valley Heritage Ag, LLC	39 2'54.88"N 119°10'50.28"W Yerington , Nevada LYON	FIELDS 1,2,3,4,5,6,7,8,9	8/11/2022	5/12/2023	53
Mason Valley Heritage Ag, LLC - Storage	39 8'39.91"N 119°10'51.38"W Nevada LYON		8/11/2022	5/12/2023	53
Mason Valley Heritage Ag, LLC - Storage	39 7'43.21"N 119°10'35.03"W Yerington, Nevada LYON		8/11/2022	5/12/2023	53

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 *
Park Ranch	1300 Buckeye Road Minden, Nevada 89423 LYON		1	55	☑ Local ☑ State ☑ Federal
Pink House	58 Snyder Lane (154 Snyder House) Yerington, Nevada 89447 LYON		1	6	☑ Local ☑ State ☑ Federal
Mobile Home	60 Osborne Lane Yerington, Nevada 89447 LYON		1	4	☑ Local ☑ State ☑ Federal
Modular Dorm 60x60	81 A Osborne Lane Yerington, Nevada 89447 LYON		1	34	☑ Local ☑ State ☑ Federal
81B Tan Mobile Home	81 B Osborne Lane Yerington, Nevada 89447 LYON		1	10	☑ Local ☑ State ☑ Federal
Mobile Home 20 x 50	81 C Osborne Lane Yerington, Nevada 89447 LYON		1	9	☑ Local ☑ State ☑ Federal
Mobile Home 12x48	81 D Osborne Lane Yerington, Nevada 89447 LYON		1	6	☑ Local ☑ State ☑ Federal
Dorm Frame House	81 Osborne Lane Yerington, Nevada 89447 LYON		1	40	☑ Local ☑ State ☑ Federal
Fixed House	123 HWY 95A N Yerington , Nevada 89447 LYON		1	13	☑ Local ☑ State ☑ Federal
The Mobile	123 HWY 95A N Yerington, Nevada 89447 LYON		1	9	☑ Local ☑ State ☑ Federal

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 *
Mobile Home 14x60	8 Snyder Lane Yerington , Nevada 89447 LYON		1	5	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
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					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Applicants may apply at and be referred by any local office of a state workforce agency. Applicants should thoroughly familiarize themselves with the job specifications and terms and conditions of employment in the Clearance Order before contacting the employer or seeking a referral. Only workers who meet all the qualifications for employment, who are work authorized, who are willing and able to perform the work, with or without reasonable accommodations, and who will be available at the time and place needed for the duration of the contract, should contact or be referred to the employer. Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may call for an interview during Regular Business Hours at the number listed on the ETA 790, report to the worksite listed on the ETA 790, or call Ted Emens at 775 463 2677 ext. 205 or Tel Pickett at 775-463-4888 ext. 602 for an application and submit the completed application to Snyder Livestock Company, Inc, PO Box 550, Yerington, NV, 89447, Monday through Friday 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m. ("Regular Business Hours"), except on federal holidays. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Applicants will be subject to drug testing prior to beginning work. Original documents (no copies) of identity and employment authorization sufficient to complete an I-9 Form as required by the Immigration Reform and Control Act must be in the possession of the worker at the time the worker reports for work and will be examined by the employer as a condition for completing the hiring process. Referring local offices should fully apprise workers of this requirement. The employer will review each applicants completed application individually immediately after the interview. The employer will accept referrals from any source and continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until the end of the recruitment period as specified in the job order. Applicants and referrals will not be considered until a completed and signed application is provided to the employer indicating that the worker has received a written copy of the Migrant and Seasonal Agricultural Worker employment disclosures (or contract containing such disclosures) required by law.

b. Job Offer Information 2

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

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

d. Job Offer Information 4

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision-COVID safety

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

During the COVID-19 pandemic employees are expected to act in accordance with federal, state, and local ordinances regarding housing as these requirements evolve. Employees are expected to remain in housing cohorts and use good judgment in assessing the risk of contact with others. Visitors may not be present in common areas of housing, but rather remain outdoors and in open spaces. All employees are encouraged to wear masks in common areas and practice measures to enhance their protection within the home as recommended by the CDC, such as practicing good hygiene, proper distancing from others whenever possible, etc. as these measures evolve. Employer will provide face coverings to all workers and provide information to workers on when they should be used in accordance with state or local health orders or guidance.

f. Job Offer Information 6

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

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

A drug screening will be conducted after a job offer is made and before commencing work at Employer's expense. This is a requirement to establish workers' fitness for operating equipment. The employer is committed to a safe workplace, and the prevention of drug impairment is one mitigating strategy.

Workers may be subject to mandatory drug testing if involved in a reportable accident or upon reasonable suspicion at Employer's expense.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

Snyder Livestock Company and Mason Valley Heritage Agriculture (the Company) use progressive discipline to improve productivity and prevent recurrences of undesirable employee behavior. The company reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite previous discipline, the employee's work record, and the impact the conduct or performance issues have on the organization.

Nothing in this policy provides any contractual rights regarding employee discipline, nor should anything in this policy be read or construed as modifying or altering the employment at-will relationship between the Company and its employees.

Step 1: Written Warning

The immediate supervisor will meet with the employee to discuss the nature of the problem or the violation of company policies and procedures. The supervisor should clearly reinforce the expectations of the employee to resolve this problem. The supervisor will prepare the written warning, which will include consequences if the behavior re-occurs, have the employee sign the statement acknowledging receipt, and place a copy in the personnel file within 5 days of the meeting.

Step 2: Suspension without pay

For more serious or repeat violations, the immediate supervisor, in consultation with management, may suspend the employee from work without pay for up to 7 calendar days. In cases where the safety of the employee or others are endangered, the immediate supervisor may act immediately, pending further investigation. In that case, if the investigation absolves the suspended employee of wrong-doing, the employee may return to work immediately. The investigation may result in immediate termination if the employee's behavior is determined to be reckless or negligent.

Step 3 Termination

The immediate supervisor may recommend termination to management if the performance has not improved or if the undesirable behavior continues to occur. There is no appeal process for termination. For employees working under an H2A contract, the Company will report the termination to the United States Department of Homeland Security within 48 hours, the employee will need to vacate employer-provided housing within 72 hours. The employee is responsible for returning home at their own expense prior to the expiration of the H2A Visa.

h. Job Offer Information 8

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

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

The employer may terminate the worker with notification to the Department of Economic Security (DES) if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow written housing rules (attached herewith); (b) commits serious acts of misconduct; or (c) malingers or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) or other job-related reasons, including violation of these work rules:

1. Attendance
a. Three unexcused absences during a single contract period by the worker will be considered a job-related reason for worker termination.
b. Excessive absenteeism or tardiness.
i. If you know that you will be absent from work the following day, inform your foreman and give him the reason why you will not be reporting for work. Any reasonable absence will be considered an excused absence. An employee with three unexcused absences will be subject to discharge.
ii. If you know that you will be late the following day, inform your foreman in advance. If you have trouble getting to work in the morning, call the Company office and ask them to inform your foreman. Being late for work on more than three days without giving prior notice or calling in will be considered grounds for dismissal.
2. Job Performance and safety
a. Failure to demonstrate the physical ability to perform the work specified in the Job Order.
b. Unauthorized use of machinery or equipment.
c. Unsafe or careless use of machinery or equipment.
d. Willful or grossly negligent damage to machinery or equipment.
e. Being under the influence of alcohol or illegal drugs.
f. Gambling, horseplay, fighting, or deliberately injuring another employee on the job or on the employer's premise.
g. Disregard of safety rules.
h. Stealing company or employee property.
i. Possessing firearms or illegal weapons.
j. Leaving the work site without informing the foreman.
k. Bringing unauthorized people into the work area.
l. Solicitation of money or merchandise at the worksite without the permission of management.
m. Taking product without the permission of foreman.
n. Willfully damaging Company or employee property. Workers will be charged for willful damage, gross negligence, or loss to such tools or equipment.
o. Providing false information on the employment application.
p. Sleeping on the job.
3. Violation of Housing Rules.
4. Violation of Safety Rules and Regulations.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

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

j. Job Offer Information 10

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

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

During the COVID-19 pandemic employees are expected to act in accordance with federal, state, and local ordinances designed to prevent the spread of the disease, and these guidelines continue to evolve. Employees are expected to remain in housing cohorts and use good judgment in assessing the risk of contact with others. Visitors may not be present in common areas of housing, but rather remain outdoors and in open spaces. All employees are encouraged to practice measures to enhance their protection within the home and in the workplace as recommended by the CDC, such as practicing good hygiene, physical distancing, and wearing face coverings. COVID-19 safety measures are subject to change as new guidance becomes available.

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 - Job Description I

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

Machine/equipment operator: Individuals will be able to operate machinery including tractors as directed and trained by supervisory personnel.

Truck Operator: Individuals should be able to operate company owned vehicles that would bring company product from the field to the packing facility or haul culled product to the disposal site.

Facility Forklift Operator (Single/Double): Individuals will be able to operate a forklift to load pallets of packed product into refrigerated trucks as directed and trained by supervisory personnel.

Field Forklift Operator: Individuals will be able to operate a forklift to unload empty bins from flatbed trailers, place them on the ground and load full bins onto flatbed trailers as directed and trained by supervisory personnel.

3 months experience, education, or training/orientation is required in order to qualify for any of the above referenced positions.

Repair and maintenance of equipment: Individuals will be skilled at general maintenance and repair of harvest equipment.

Harvest: Harvester of onion, garlic, and fresh vegetables, including carrots.

Planting: Individuals will assist in the machine planting of next year's crop, including installing drip tape and cleaning beds of debris. All materials will be supplied by the company.

Packer: Individuals will be able to sort onions on conveyor belts based on visual and tactile inspection. Packers will also be responsible for final grading of products. Place product in bags or crates. Operate baggers and stack product on pallets.

Grader: Individuals will be responsible for initial grading of fruit and vegetables, discarding product not acceptable for packing as determined by management.

Consumer packaging machine operator: Operate consumer bagger and stack product in crates and on pallets. Operate machine to package onions in small packages, bundle packages into mesh bags, crates, or cartons, check weigh packages, feed bulk product into packaging machine, stack on pallets.

Cleaner: Individual will be responsible for sanitary cleaning of the packing facility as trained and directed by management. Use of cleaning tools provided, brooms, brushes, cleaning, and sanitary solution. All gloves and aprons provided by the Employer.

Pack house cleaner and maintenance: The positions consist of general cleaning and maintenance of the pack house. The employee is responsible for picking up trash inside and outside of the tunnels including the entry facility. Employees are provided with trash bags for garbage containers, employees are also responsible for checking all pest control traps throughout the facility.

Other duties as assigned.

l. Job Offer Information 12

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

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

General Farmworker level II-H2A rate plus $.50/hour

All of the tasks of the General Farmworker I, plus the following:

Perform routine maintenance, setup, cleaning, and repairs on pack house equipment.

Load trucks using forklifts.

General Farmworker level III-H2A rate plus $1.00/hour

All of the General Farmworker I and II, plus the following:

Perform computer record keeping, possession and use of Commercial Driver's License, perform maintenance and minor repairs on tractors, trucks, and forklifts.

Or

Perform Ag Mechanic duties, including maintenance and repairs on vehicles, tractors, pumps, packing equipment, and other farm equipment.

General Farmworker level IV-H2A Rate plus $2.00

All tasks of General Farmworker I, II and III plus the following:

Lead packing or planting crew. A lead must demonstrate knowledge of all other levels as well as, perform tasks independently with a high level of understanding. Must be knowledgeable of safe work practices. Must be a self-starter. Must demonstrate the ability to use good judgement in deciding how to complete a task whether with help or alone, manually or with equipment.

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 - Job Description III

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

FEEDER CATTLE CARE AND HANDLING WORKER-Level I

The Level I worker works with direct supervision in the tasks below:

Employees work directly with feeder cattle including checking physical characteristics; observe general condition of cattle to detect illness, injury, or disease; apply or administer medications, vaccines, and pesticides; mix feed and additives; feed and water livestock; monitor feed intake; and place mineral blocks.

Employees operate equipment necessary to accomplish above tasks, including feed trucks, tractors, or pickups to move feed and water.

Employees move livestock from pen to pen as directed.

Employees clean facilities, including corrals, pens, feed alleys, feed processing area, equipment, feed bunks, and water troughs.

Employees process the intake and shipping of feeder cattle, including loading and unloading cattle, castrate, brand, clip, tag, and clamp cattle.

Employees hoist or stack bales of hay onto truck or wagons.

Employees place sprinklers and hose for dust control.

Employees assist with photography and videography of cattle.

Employees maintain and repair ranch fences and facilities as needed, including weeding and debris removal.

Maintain paper or computerized records as required.

FEEDER CATTLE CARE AND HANDLING WORKER-Level II-HRA Rate + $.50/hour

The Level II worker works independently in the above listed tasks.

FEEDER CATTLE CARE AND HANDLING WORKER-Level II-HRA Rate + $1.00/hour

The Level III worker is a lead worker, providing direction to other staff.
Employees work directly with cattle; check physical characteristics, observe general condition of livestock and apply the appropriate care including examining animals to detect illness/injury/disease, rate of weight gain or to determine delivery time and assist in delivery.

Workers apply or administer medications, vaccines, and/or insecticides; mix feed/additives and feed/water livestock; feed and monitor feed intake; place mineral blocks.

Workers drive equipment to haul/distribute feed/water/herd livestock from pen to pen; confine livestock in stalls; clean corrals/stalls/sheds/pens/facilities/feed alleys/feed manufacture area/equipment/feed bunks/ and water troughs.

Workers load and unload cattle to and from cattle trucks; castrate, brand, clip/tag and clamp livestock; maintain records on animals; hoist/stack bales of hay onto wagon/truck; place sprinklers and hose for dust control; assist with photography and videography of cattle; assist animal care professionals; repair and maintain livestock equipment and fences.

n. Job Offer Information 14

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

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

All equipment will be provided by the employer at no cost to the workers. The employer will provide protective gloves at no cost to the workers. Each worker shall be responsible for returning all equipment checked out to him. Workers will be charged the actual cost for the replacement of equipment that is not returned or is damaged to the extent that it is rendered useless. No charge will be made for normal wear and tear.

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 - Working Conditions

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

Workers will be expected to work in conditions normally associated with crop fields and the Nevada climate. These conditions include dust; extremes of temperature; wind; and at times, exposure to high levels of pollen. Temperatures during working hours can reach a high of approximately 110 degrees F during the summer. Workers should wear clothing suited to these conditions, including hats, gloves, and shirts which provide adequate protection and allow freedom of movement. Work involves frequent bending and working in bent or stooped positions for the entire workday. Must be able to walk and stand extensively.

p. Job Offer Information 16

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

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

Employees shall receive training on COVID-19 to understand the virus (e.g., signs and symptoms), how it spreads, and the measures to take to enhance one's protection, including but not limited to washing hands frequently for at least 20 seconds with warm soapy water; not touching one's mouth, nose, or eyes with unclean hands; maintaining respiratory hygiene (coughing into one's elbow or inside one's clothes); maintaining social distancing of
six feet whenever practical (especially during rest and meal periods); not sharing food or utensils; not coming to work if symptoms are present, including a temperature above normal range (e.g., 100.4F or higher).

Employees will be educated about what the Company is doing to provide a safe work environment (e.g., changes in operations, increased hand washing facilities and hand sanitizer stations, barriers between employees while working). Employees should expect to have their temperature taken and to answer COVID-19 inquiries at work daily at the start of the work shift. All employees will be encouraged to monitor themselves for COVID-19 symptoms. Those taking the free and voluntary transportation may also have their temperature taken and hands sanitized as a condition of being permitted to ride the bus. There shall be no compensation for the temperature checking and hand sanitizing required as a condition of taking the free and voluntary transportation. By contrast, temperature checks at the start of the work shift shall be compensated. Should an employee become ill or develop a temperature of 100.4F or higher during the workday, the employee shall be sent home or to a medical provider as necessary and desired by the sick employee. Temporary housing for COVID-19 isolation and recovery may also be made available. Indoor common recreation areas may be closed during the pandemic as recommended by the health department. Face coverings (covering the nose and mouth) will be made available to employees, who may use them if they wish. Any face covering requirements established by the State of Nevada or CDC will be enforced. Clean cloth face coverings may be worn but surgical masks are recommended. Failure to wear a face covering as required or refusing to answer COVID-19 questions or to have one's temperature taken at work may lead to disciplinary action up to and including the termination of employment as a violation of safety rules. Information about the pandemic continues to evolve. Employees should expect the Company's practices to evolve accordingly with guidance from the Centers for Disease Control, OSHA, and state and local health authorities. The Company may pay for a COVID-19 test before boarding transportation to the consulate city as well as upon arrival in Nevada. Covid-19 vaccines and boosters are available to those who request them. For workers who have been vaccinated against Covid-19, the employer will request documentation of the dates/places the vaccine was issued prior to travel to the consulate city.

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 - Covid Training II

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

We ask all employees to help us monitor our work environment and we welcome the reporting without fear of retaliation of any concern or recommendation on how to improve the safety of our workplace for everyone's well-being.

H-2A employees must meet the CDC travel guidelines for entry into the United States for non-citizens. This requires that the employee be fully vaccinated with a vaccine that has been approved by the FDA or the World Health Organization. There are limited exceptions to this requirement, and the employee is responsible for providing necessary documentation for approval by the appropriate agency.

r. Job Offer Information 18

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

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

Employers may give piece rate bonuses to those working on onion harvest, based on the following calculation each 2 week pay period:
•Calculate the harvest rate (weight harvested x weight rate)
•Calculate the total base wages (total hours x hourly rate)
•If the harvest rate exceeds the total base wages in the pay period, the difference is distributed to each worker based on individual harvest performance.
•If the total base wages exceed the harvest rate in the pay period, there is no harvest bonus for that pay period.

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 - Deductions

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

The employer will deduct the following, if applicable: FICA; Medicare; federal income tax withholding; state and/or local tax withholding; medical insurance premiums; cash or payroll advances; $14.00/day, if provided by the employer; deductions expressly authorized by the worker in writing.

The employer will not deduct from the wage or require any reimbursement from an employee for any cash shortage; breakage or loss of housing furnishings, tools or equipment unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act; or by the gross negligence of the employee.

Re-issued check policy: After the first loss, mutilation, or expiration of a worker's check, the company will charge a $25.00 processing fee for every reissued check, for any reason other than the company's negligence.

t. Job Offer Information 20

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

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

- Employer guarantees to provide workers with housing, without charge to the workers, only to workers who are not reasonably able to return to their usual place of residence each day.
- Housing is offered to workers only. No housing will be provided to non-workers.
- Kitchen and eating facilities will be shared with other workers occupying the employer-provided housing facilities.
- The employer will offer transportation at no cost to workers occupying employer-provided housing to and from stores in the locality of the housing where workers may purchase food and other necessities.
- A mattress and mattress cover will be provided at no cost to workers occupying such housing.
- Workers provided housing will be assigned to specific housing units by the employer and must occupy the specific housing unit assigned to them.
- Female workers will be provided with sleeping facilities shared with other female workers and toilet facilities in accordance with regulations.
- Food preparation, eating, and other common areas may be shared by both genders.
- No tenancy in employer provided housing is created in this arrangement. The employer retains possession and control of the housing premises.
- Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.
- Employer-provided housing will be clean and in compliance with applicable housing standards when made for occupancy.
- Workers occupying employer-provided housing will be responsible for maintaining the housing and their living areas in a neat, clean manner and for compliance with the employer's "Housing Occupancy Rules," attached.
- Failure to comply with these rules will result in disciplinary action as described in the attached "Work Rules and Disciplinary Procedures".
- Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings.
- Workers eligible for and offered employer-provided housing may choose not to occupy such housing must advise employer of change and will be required to sign a form declining the offered housing.
- Workers eligible for employer-provided housing and who decline such housing must then provide their own housing at worker's expense. The Company assumes no responsibility whatsoever for housing arranged by workers on their own.
- Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in the Clearance Order.
- A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his/her own housing during the same employment period.

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

This seasonal housing is being offered to you by your employer as an additional benefit of your employment with the company. You must be employed by the company in order for you to live in provided housing. Non-employees are not permitted to live in this housing. If at any time, either you or the company terminates your employment, you will lose your right to housing and you must vacate the housing within three (3) days of your termination.
You are required to abide by the following rules:
1. Persons not employed by the company are not allowed to stay at the housing unit.
2. Keep your housing unit clean and free of garbage both inside and out. Place all garbage and household trash in the trash cans and trash dumpsters.
3. Do not allow visitors or their children to enter or play in the fields, barns, or on or around equipment.
4. Be considerate of your neighbors:
a. No loud or late-night parties.
b. No live music or loud radios.
c. Do not drive vehicles faster than 5 mph.
d. Do not discard used vehicle fluids on the ground.
e. No fighting and no firearms.
5. Immediately notify your Housing Manager of any required repairs needed to your housing unit.
6. Know where your fire extinguisher is located. Always keep it accessible.
a. Do not discharge it unnecessarily.
b. Notify your manager anytime that it is used.
c. Extinguishers must be kept in the housing unit at all times.
7. Notify your Housing Manager immediately if the smoke detector is not working. Never remove batteries for any other use.
8. No alterations to your housing unit are allowed without the approval of the Housing Manager.
9. No consumption or use of illegal substances is allowed on your housing property. Moderate use of alcohol is permitted.
10. Keep housing unit clean and sanitary including kitchen, toilets, and showers.
11. No possession of pornography in company housing, transportation, or job site allowed.
12. No engaging in, or solicitation of, prostitution.
13. Your housing unit may be inspected periodically by a company inspector to help ensure that it is kept in good sanitary condition. You are responsible for willful damages and damages caused by gross negligence to your housing unit during the time that you live there.
14. All furnishings in the house, including tables, chairs, beds, bedding, dishes, and kitchen equipment, are the property of the company and shall be left in the housing unit. Any missing items should be reported to the Housing Manager immediately. The cost for replacement of missing items may be deducted from the paychecks of all occupants of the unit (split equally).
15. You are not responsible for normal wear and tear.
16. Violation of these housing rules will subject the employee to the progressive discipline policy.

v. Job Offer Information 22

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

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

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