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 * Graders & Sorters, Agricultural Products

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	30	30	3. Begin Date * 8/17/2022	4. End Date * 12/20/2022

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

6. Anticipated days and hours of work per week *

45	**a. Total Hours**	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	5	h. Saturday

7. Hourly work schedule *
a. 6 : 00 ☑ AM ☐ PM
b. 3 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 15.58	☑ HOUR ☐ MONTH	$ 02.06	Crop 1 - See Addendum A - Additional Crops

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. *	1	3. Training: number of months required. *	0

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

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 50 lbs.
- ☑ g. Exposure to extreme temperatures
- ☐ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

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

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

C. Place of Employment Information

1. Address/Location *
102 McLeod St

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)* *
None

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 *
8 E Pursel Ln

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

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Apartments, dorms & membrane structures	69	1356

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

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

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

E. Provision of Meals

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

Employer will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer's housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employer will offer to provide (on a voluntary basis to the workers) free transportation to assure workers access to the closest store where they can purchase groceries. Workers without access to free cooking and kitchen facilities will be issued meal tickets to cover three (3) meals per day. These tickets can be redeemed at one of the contracted food vendors in exchange for the menu item meal(s) for the day. Tickets will be totaled and deducted from the worker's check on a weekly basis. Each ticket used will have a value of $4.66 for a maximum for three meals daily of $13.98. The current meal allowance is capped at $14.00 per day for three meals under the regulation 20 CFR 655.173.

2. If meals are provided, the employer: *	☐ **WILL NOT** charge workers for such meals.		
	☑ **WILL** charge workers for such meals at	**$** 13 . 98	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) 463-9928	mmontes@periandsons.com

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

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   B. Transportation from Place of Employment (Outbound)

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

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

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

C. Daily Transportation

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

D. Compliance with Transportation Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 §
Stockton	Jamie	
4. Title *		
Corporate H2A Administrative Coordinator		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		6/27/2022

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.

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

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Form ETA-790A Addendum A
U.S. Department of Labor

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
1	Harvest, Clip Onion Tops, Bag Onions & Drip Tape Extraction	$ 02 . 06	Piece Rate	$2.06 per 150 lb. bag/5 man team. Team of 5 workers must harvest, clip tops and bag a minimum of 31.8689 bags of onions per hour and lift the drip tape to the surface of the onion beds. Estimated hourly wage equivalent for this piece rate is $21.20/hr. based on 5 man team averaging 51.45 bags/hr. (5 workers @ 51.45 bags/hr. * $2.06/bag = $105.99/hr. / 5 workers = $21.20/hr./worker). Guaranteed wage is $15.58/hr.
4	Harvest Onions, Clip tops, Bin Onions and Drip Tape Extraction	$ 14 . 44	Piece Rate	$14.44 per 1,050 lb. bin/7-man team. Team of 7 workers must harvest, clip tops and bin a minimum of 6.3650 bins per hour and lift the drip tape to the surface of the onion beds. Estimated hourly wage equivalent for this piece rate is $20.79 based on 7 man teams averaging 10.08 bins/hr. (7 workers = 10.08 bins/hr. * $14.44/bin = $145.56/hr. / 7 workers = $20.79/hr./worker). Guaranteed $15.58/hr.
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		

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

H-2A Case Number: H-300-22167-288509 Case Status: Full Certification Determination Date: 07/19/2022 Validity Period: _____ to _____

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

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

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 *
36 Luzier Ln	36 Luzier Ln Yerington, Nevada 89447 LYON	Employer Owned: Two (2), three bedroom one bath mobile homes housing five (5) workers each; One (1), three bedroom one bath mobile homes housing three (3) workers each: One (1) two bedroom one bath mobile home housing two (2) workers; and one (1) three bedroom one bath wooden structure home housing sixteen (16) workers.	5	31	☑ Local ☑ State ☑ Federal
3 Pursel Ln	3 Pursel Ln Yerington, Nevada 89447 LYON	Employer Owned: One (1) 3 bedroom wooden structure house housing three (3) workers. This house includes one (1) bathroom w/shower, and a separate kitchen/dining area.	1	3	☑ Local ☑ State ☑ Federal
21 Luzier Ln	21 Luzier Ln A & B Yerington, Nevada 89447 LYON	Employer Owned: One (1), three bedroom one bath mobile home housing two (2) workers, and one (1) two bedroom one bath wooden structure home housing two (2) workers.	2	4	☑ Local ☑ State ☑ Federal
73 Cremetti Ln	73 Cremetti Ln Yerington, Nevada 89447 LYON	Employer Owned: One (1) three bedroom two bath wooden structure home housing two (2) workers	1	2	☑ Local ☑ State ☑ Federal
94 Butte Way	94 Butte Way Yerington, Nevada 89447 LYON	Employer Owned: One (1), three bedroom two bath mobile home housing four (4) workers.	1	4	☑ Local ☑ State ☑ Federal
95 E. Cremetti Ln	95 E. Cremetti Ln Yerington, Nevada 89447 LYON	Employer Owned: Six (6), three bedroom two bath mobile homes housing three (3) workers each, one (1) three bedroom two bath mobile homes housing two (2) workers, and one (1) two bedroom two bath mobile home housing two (2) workers.	8	22	☑ Local ☑ State ☑ Federal
105 McKenzie Ln	105 McKenzie Ln Yerington, Nevada 89447 LYON	Employer Owned: Two (2), three bedroom two bath mobile homes housing three (3) workers each.	2	6	☑ Local ☑ State ☑ Federal
125 E Farrell Ln.	125 E Farrell Ln. A-F Yerington, Nevada 89447 LYON	Employer Owned: Two (2), three bedroom two bath mobile homes housing four (4) workers each, two (2) three bedroom two bath mobile home housing three (3) workers, one (1) three bedroom two bath mobile home housing two (2) workers, one (1) four bedroom two bath mobile home housing four (4) workers.	6	20	☑ Local ☑ State ☑ Federal
152 Hwy 208	152 Hwy 208 Yerington, Nevada 89447 LYON	Employer Owned: One (1), two bedroom one bath mobile home housing four (4) workers.	1	4	☑ Local ☑ State ☑ Federal
54 Hwy 95A North	54 Hwy 95A North #1N-#8N Yerington, Nevada 89447 LYON	Employer Owned: Sixty-six (66) cinderblock dorm units housing ten (10) workers each.	66	660	☑ Local ☑ State ☑ Federal

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

H-2A Case Number: H-300-22167-288509 Case Status: Full Certification Determination Date: 07/19/2022 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

All the tasks in this job description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day at the sole judgment of the employer. Workers must have the ability to grade and sort onions by size, color and aesthetic appearance. Workers will stand for long hours at grading tables removing onions that are not to the specific grade. Workers may be required to perform work at the packing facility, storage facilities or on the farm that is incidental to packaging the onions, such as performing cleaning and repairing the storage and packing buildings, grounds, sort and move packaging (i.e. cartons, bags, labels, pallets, etc.). Facilitate the loading of product to harvest vehicles in the field. Workers may transport crops and farm equipment between growing sites and to storage. All other duties assigned under this order will be those duties of Graders and Sorters, Agricultural Products, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2041.
Specific instructions and close supervision will be provided by the farm owner and/or supervisor designated by the grower. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instructions. Work will be closely monitored and reviewed for quality.
Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non-passenger intended equipment unless instructed and authorized by the employer or supervisor to do so. All work related injuries must be immediately reported to the crew leader, foreman, or supervisor. If requested, worker must sign a document weekly to confirm whether or not they have been injured and other work related information. Worker may not engage in horseplay or other disruptive or discourteous behavior at work, in housing or while riding on employer provided transportation. Workers must treat fellow employees and their foremen/supervisor with courtesy and follow their directions/instructions. Workers must comply with attached work rules and other lawful job related work requirements as disclosed. The employer will provide without charge to the worker the tools, supplies and equipment necessary to perform the job duties. The employer will charge the worker for reasonable costs related to the workers refusal or negligent failure to return property of the employer or due to such workers willful damage or destruction of such property.
Workers may be required to add empty bags to bagger machines, remove full bags from machines, manually cinch and tie the bags, lift bag to a conveyor belt (approximately 4" to 18" from ground level). Workers may be required to stack full bags of onions (weighing up to 55 lbs.) by removing them from conveyor table and placing them in a specific pattern on a pallet, stacking them from 40 bags to 100 bags per pallets, depending on size. Workers may also be required to work with a boxing machine. This will require the worker to place empty boxes on the machine and then fold close and remove the box from the machine. Worker will then place the full boxes on a pallet, stacking in a particular pattern to a quantity of 42 boxes per pallet. Workers will work on their feet for long periods of time. Workers will supply their own work clothes. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated. Job specifications can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each days work.

b. Job Offer Information 2

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

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

FICA taxes and Federal Income tax as required by law, cash advances and repayment of loans, repayment of over payment of wages to the worker, meals if appropriate, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other deductions expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the workers hourly earnings below the Federal statutory minimum wage.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

Must have 30 days verifiable experience in grading and packing onions and some experience in general agricultural labor practices.

Employees may be requested post-hire to take drug and alcohol tests at the expense of Peri & Sons Farms at no cost to the worker. Drug and alcohol testing may also take place in the event an accident or incident occurs that warrants testing per the company policy. Failure to comply with the request of the company may result in immediate termination.

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 (*up to 3,500 characters*) *

Employer owned: 24 one bedroom apartments housing 6 workers ea.; 36 dorm units housing 10 workers ea.; 9 Fabricated Membrane Structures housing 100 workers ea. Each apartment & dorm have a kitchen/dining area, bathroom w/shower, and bedroom with 6 or 10 beds & lockers. Each Fabricated Membrane Structure has 100 beds & 100 lockers. Separate shower & changing facility for all workers. On-site laundry with washers & clothes lines. Portable toilets throughout the site to accommodate the workers.

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

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

Grower will accept referrals or applications from any source. All local and intrastate (in state) applicants may be referred by the Nevada State Workforce Agency (NV SWA) directly to PSFI for interview or interested applicants may contact PSFI directly. PSFI will accept telephone calls from interested applicants during normal business hours, Monday through Friday, 8:00am to 4:00pm. Applicants can also obtain a job application in person at 102 McLeod St., Yerington, NV 89447 during normal business hours, Monday through Friday, 8:00am to 4:00pm. Applicants that contact PSFI directly will be issued a job application, a full copy of the ETA-790 with a copy of the housing and work rules, and a copy of the WH-516. Appointments will be scheduled for telephone interviews once the completed application has been returned to PSFI. Although not required, all interstate(out of state) applicants interested in this job offer are strongly encouraged to solicit the assistance of the nearest local employment services State Workforce Agency (SWA) in their state for a referral to PSFI to insure full disclosure of the terms and conditions, and to confirm employment starting date prior to departing for NV. This will help to avoid confusion and mistakes. Interstate SWAs are strongly encouraged to contact the Nevada Department of Employment Training & Rehabilitation at (775) 684-0315 prior to contacting PSFI to confirm the terms, conditions and start date of the job. Workers referred by SWAs should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to go to work. Employees must present an original document or documents that establish identity and employment eligibility as required by the INA within three business days of the date employment begins. Please see the back of the form I-9 for a list of acceptable document(s). Employees who do not comply with this requirement by the end of the third work day will not be permitted to continue employment until this requirement has been satisfied.

f. Job Offer Information 6

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

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

The Employer will offer transportation via bus, van or passenger truck to and from the daily work site (from grower provided housing to worksite and return) at no cost to the workers entitled to the housing benefit described in Section D of the ETA 790 and ETA 790A addendum B. For workers who do not reside in the employer provided housing and commute to work daily, the grower will offer free on farm transportation during the work day.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

The Employer will pay for or reimburse transportation and subsistence costs to the place of employment for all workers in the paycheck issued for the worker's first pay period. For US workers eligible for the inbound transportation benefit, the Employer will reimburse US workers who are beyond commuting distance the reasonable cost of transportation and subsistence from the place from which the worker has departed to the employer's place of employment.

h. Job Offer Information 8

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

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

Worker must possess requisite physical strength and endurance to repeat the farming and/or harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality and efficiency of work accomplished by their coworkers. Workers may not leave trash or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks.

Full Growing Season Commitment: The job offered requires that the worker be available for work eight hours per day Monday through Friday and five hours on Saturday every day that work is available for the full period of employment shown in Item A.3 through A.4, even though work may be slack for brief periods, from time to time throughout the employment period in the production of these crops. The job may require work seven days a week, including Saturdays, Sundays, and Holidays, as the crops demand and/or weather conditions require. The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item A.4 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order and will not be eligible for rehire. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

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 - Other Conditions of Employment 1 of 2

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

1.Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired; b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto; c) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; d) provides other lawful job-related reason(s) for termination of employment; e) abandons his employment (Abandonment is defined at 20 CFR sec. 655.122(n) and has the following meaning: "abandonment will be deemed to begin after a worker fails to report to work at the regularly scheduled time for 5 consecutive working days without the consent of the employer"); f) falsifies identification, personnel, medical, production or other work related records; g) fails or refuses to take a drug test; or h) commits acts of insubordination.
2.Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. Employer has a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately and will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case by case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.
3.The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in paragraph 1 above.
4.Injuries: Worker will be covered Workers' Compensation Insurance at no cost to the worker. Workers must report all injuries and illnesses to their employer immediately. Failure to do so may result in termination. Peri and Sons Farms, Inc's Worker's Compensation insurance coverage provides for Worker's Injuries and Illnesses Arising From Employment as Seasonal Agricultural Employees. Compliance with 20 CFR Part 655.122(e).
5.Training: Employer will provide 1 hour of training on job specifications, and company procedures, including safety.
6.Work Agreement: A copy of the Contract, Housing Rules and Work Rules will be provided to the worker at the place of recruitment.
7.Employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and at 20 CFR 653.501.

j. Job Offer Information 10

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

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

8.If a sufficient number of U.S. workers are available at the same time and place to come to work for the Employer, PSFI, as part of its positive recruitment pursuant to 20 CFR 655.135(c), will assist in coordinating group in-bound transportation arrangements (such as assistance in arranging for group purchase of bus tickets, charter bus service, or other arrangements or assistance, as appropriate).
9. Peri & Sons Farms, Inc is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135(d). All qualified eligible U.S. workers are encouraged to apply for these jobs during the positive recruitment period.
10.For workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

WORK RULES
The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these work rules or other lawful job-related employer requirements, will be considered grounds for discipline up to and including termination of employment. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in termination of employment. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.
1.Workers who perform fraudulent or sloppy work, as defined under Job Specifications, will be suspended without pay for the remainder of the workday or for up to three days in the sole judgment of the supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense. Workers must perform their assigned work in a careful, manner in accordance with the provisions of the work contract.
2.Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. The use of legal drugs that cause impairment is also prohibited for the protection of the worker and those around.
3.Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences is defined as: Three consecutive days of unexcused absences or five unexcused absences in a 30-day period. Workers must report at assigned time and location each workday as directed by the grower or supervisor. Excessive tardiness is defined as 4 unexcused tardies in a row or 7 unexcused tardies in a period of thirty days. WORKERS WILL BE DISCIPLINED UP TO AND INCLUDING TERMINATION OF EMPLOYMENT FOR VIOLATING THESE ATTENDANCE RULES.
4.Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on employer's premises. Trash and waste receptacles must be used. Glass bottles are not allowed on the field or on company premises.
5.Workers may not take unauthorized breaks from work. Rest breaks are allowed during high temperature conditions. This includes personal cell phone calls during work hours. Cell phones are not allowed in the fields or the packing sheds.
6.Workers may not leave the field or other assigned work area without permission of supervisor in charge unless an emergency occurs.
7.Workers may not enter employer's premises without authorization.
8.Workers may not begin work prior to scheduled starting time or continue working after stopping time unless expressly authorized by the employer.
9.Workers may not deliberately restrict production.
10.Do not verbally or physically threaten another worker, or any supervisor.

l. Job Offer Information 12

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

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

11.No fighting or horseplay on the employer's premises, including housing premises, at any time.
12.Workers may not post or remove any notices, signs, or other instructions or documents from the employer's bulletin boards or the employer's property without specific authority from the employer.
13.Do not steal from fellow workers or from the employer.
14.Workers may not falsify identification, personnel, medical, production or other work-related records.
15.Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees.
16.Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
17.Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc.
18.Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately.
19.Workers must follow supervisor's instructions as well as comply with company policies.
20.Workers may not commit acts of insubordination (failure to regard authority or follow direction from their supervisor).
21.Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.
22.No firearms or any other weapons may be brought on the employer's premises by the worker at any time.
23.Workers may not engage in horse play, scuffling, throwing things, wasting time or loitering during work hours.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

This housing is temporary in-season housing provided for migrant agricultural workers employed by the employer who are unable to commute daily from their normal place of residence. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. To assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, up to and including termination of employment.
1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer.
2.Housing guests (that are not assigned to the housing unit by the employer) may not occupy a bed or stay overnight in the housing unit.
3.Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated security or safety personnel.
4.No cooking is permitted in sleeping rooms or any other non-kitchen areas.
5.Occupants are forbidden from removing batteries from smoke detectors for any reason.
6.Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids MUST remain on these receptacles at all times as required by law.
7.Workers living in employer's housing may not entertain guests in or on housing premises after 10:00 p.m. Workers must be inside of their assigned housing unit by 10:00 p.m. This is the standard housing curfew.
8.Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion.
9.No fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants, including security officers.
10.Do not verbally or physically threaten another person (with or without a weapon).
11.No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.
12.Do not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer.
13.Do not abuse or destroy any property at the housing provided by the employer or the property belonging to other employees.
14.Do not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer.
15.Do not deface damage or destroy the housing or contents. If a worker is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair of replacement costs of the damaged or lost property may be deducted from the worker's wages.
16.Do not steal from the employer or from other workers.
17.The use or possession of illegal drugs are not permitted.
18.Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer.
19.Do not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law.
20.Occupants must abide by the directions and instructions of the housing security officer.

n. Job Offer Information 14

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

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

21.Glass bottles are not permitted on or around company premises.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has come to work for the employer to the place of employment, and by regulation is not required to exceed the most economical and reasonable common carrier transportation cost for the distance involved. For eligible foreign (H-2A) workers coming from outside the United States, the basis for the reimbursement benefit is the place from which the worker departed, unless the H-2A worker is transferring to the PSFI job (with proper status) from another certified farm from within the United States (which will be the point of departure for calculating the reimbursement unless the previous employer has already paid). All other criteria for this benefit is identical, as described in this paragraph, for foreign and domestic workers. The employer reserves the right to arrange charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the employer's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation or the most economical and reasonable common carrier transportation cost for the distance involved, whichever is cheapest. Workers are always free to choose their own means of transportation at their own liability. For US workers who complete the work contract and are eligible for the outbound transportation benefit, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer. For foreign (H-2A) workers who came to work from outside the United States, the basis for the outbound transportation benefit is the place from which the worker departed, as defined by DOL in the regulations. All other criteria for this benefit is identical, as described in this paragraph, for foreign and domestic workers. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of PSFI arranged return transportation will be provided their outbound transportation and subsistence checks as soon as all work is completed, as determined by the Employer, and the worker is ready to depart. Workers may select any means of transportation home they choose; however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. 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 655.135(d) of the subpart with respect to the referrals made after the employer's date of need.
The employer must also provide or pay the reasonable costs for lodging where lodging is necessary. If not provided by the employer, the amount the employer must pay for lodging must be no less than (and is not required to be more than) the most economical and reasonable costs.

p. Job Offer Information 16

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

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

These workers may meet at the employer provided housing to avail themselves the benefit of no cost transportation to the worksite and return to original departure location. Commuting workers understand that it is their responsibility to get to work on time each day work is available and that they solely assume all liability and costs for their personal transportation. The use of employer provided daily transportation by workers, as described in this paragraph, is voluntary; no worker is required as a condition of employment to utilize the daily transportation on the worksite offered by the employer. Workers are always free to choose their own means of transportation at their own expense and liability.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

The tasks listed on ETA-790 Item A.8 and A.9 will be paid at the listed piece rates whenever possible. In instances when, in the employer's judgment, working conditions are unusually adverse, the employer may, in its discretion, temporarily raise the piece rate above the rates listed, or may elect to pay workers at the applicable hourly AEWR rate, in order to assure workers fair earnings. None of the tasks listed on ETA 790 Item A.8 and A.9 will be paid at less than the listed piece rates. If the foregoing piece rates result in a worker making less than the highest of the AEWR, the prevailing hourly wage, the agreed upon collective bargaining agreement, or the Federal or State minimum wage, employer will adjust the worker's pay upward to ensure the worker is paid no less than the highest of the AEWR, the prevailing hourly wage, the agreed upon collective bargaining agreement, or the Federal or State minimum wage. If the piece rate exceeds the highest of the foregoing, the higher piece rate will be paid. To determine whether the piece rate of pay complies with 20 CFR 655.122(l)(2) and results in average hourly piece rate earnings during a pay period at least equal to the amount the worker would have earned had the worked been paid at an hourly rate equal to the AEWR, the prevailing hourly wage rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate in effect at the time the work is performed, whichever is highest, the worker's gross piece rate pay shall be divided by the total number of hours worked, including productive and nonproductive time. All hourly work will be paid at least the wage rate that is the highest of the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage, the agreed upon collective bargaining agreement, or the Federal or State minimum wage. Employer may pay a higher hourly rate depending on a worker's experience and job performance but never less than the highest of the AEWR, the prevailing hourly wage, agreed upon collective bargaining agreement, or the Federal or State minimum wage. Employer reserves the right to pay a bonus depending on a worker's experience and job performance. The AEWR is subject to adjustment by the U.S. Department of Labor and the grower will adjust the AEWR accordingly when it is published in the Federal Register. In the event that the applicable H-2A wage rate decreases for any reason during the employer's positive recruitment or H-2A contract period covered by this job order or any approved extension thereof, the employer reserves the right to decrease its offered/paid wage to the new, lower wage rate, so long as the new lower wage rate remains the highest of the AEWR, the prevailing hourly wage rate or piece rate, an agreed-upon collective bargaining wage, and the federal and state minimum wages in effect at the time the work covered by this contract is performed.
Overtime Rate of Pay: Not applicable in this application for Temporary Employment Certification for Agricultural Workers under the DOL's H-2A Program. Nevada State law exempts agricultural workers from overtime pay.

r. Job Offer Information 18

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

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

If you have any questions regarding your wages or the terms and conditions of your employment, you contact the United States Department of Labor, Wage and Hour Division, Las Vegas District Office; 333 Las Vegas Blvd. S., Suite 5520; Las Vegas, NV 89101, Telephone Number: (702) 928-1240; or the Mexican Consulate at 823 South 6th Street, Las Vegas, NV 89101, Telephone Number: (702) 377-2727

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 - Meal Provisions-Continued

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

Meal deductions will not be made that would reduce the worker's hourly earnings below the Federal or State statutory minimum wage, whichever is greater.

t. Job Offer Information 20

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	

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