



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

A. Job Offer Information

1. Job Title * FIELD ASSISTANT							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	80	45	3. Begin Date * 8/20/2022		4. End Date * 10/15/2022		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
							a. 5 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 11 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) Field Assistant: Hrs. worked per Day: 5-6 hrs/day Hrs. worked per Week: 30-36 hours per week I.S.A. Contracting Services, Inc. is a harvesting company providing labor to growers for the harvesting of green tomatoes. The field assistant must report to the field location to receive the daily work assignment from the field supervisor. The field assistant must be able to read and write to perform all the field inspection logs of the equipment daily, keep written record of all safety related incidents that may occur during the work shift and do a written report, also, register new workers. Must assist the field supervisor with duties such as providing daily cards to the foreman, handing out buckets to the workers, keeping track of the trailer numbers, and write the trailer tags, assist with all H-2A worker responsibilities, ensure and document that all Covid related sanitation requirements are followed by all the workers and in all related equipment. The Field Assistant must have excellent people skills to help the field supervisor coordinate, direct company policies and daily procedures, must understand quality control of the harvest of fresh market tomatoes, (size, color, maturity, shape), must be able to climb up to 8-10 feet high on to the field equipment and/or trailer and sometimes into the trailer, also to a metal dumping stand/platform hooked on to the edge of the gondola about 4 feet off the ground when needed, must be to able to receive by grabbing, lifting, and dumping approximately a 25 pound bucket full of tomatoes and at times carry two buckets of tomatoes between 25-50 pounds throughout the work day when necessary. Must be able to operate/drive field equipment in a proficient manner forward and backwards with a tomato trailer attached. Also, assist prior to the start of harvest regular maintenance of all the field equipment used daily during the season, assist in the initial set up, and during the season. Excellent communication skills is a must.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ 17.51		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): 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							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	1	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) *			
See addendum C			

C. Place of Employment Information

1. Address/Location *			
Pasque Ranch 42806 Highway 101 Greenfield, CA 93927			
2. City *	3. State *	4. Postal Code *	5. County *
Greenfield	California	93927	Monterey
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
See Addendum C			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
Days Inn, 1130 Broadway Street			
2. City *	3. State *	4. Postal Code *	5. County *
King City	California	93930	Monterey
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Motel		15	45
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
SINGLE ROOMS APPROX. 305 SQ. FT. WITH A BATHROOM			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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E. Provision of Meals

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>I.S.A. Contracting Services has contracted with Mariscos El Camaron (a mobile food service provider) to provide 3 meals a day for 45 workers between August 20th through December 15th, 2022. Point of contact Javier Torres Main 831-386-1022 Cell 831-998-2124. They will prepare and serve 3 hot meals daily, seven days a week. I.S.A. Contracting Services will pay the Provider for services rendered, charges for services will be according to the meal deduction cost of \$14 per employee, per day for all 3 meals. All meal and food services shall comply with all applicable Federal, State, and Local laws</p>	
2. If meals are provided, the employer: *	<input type="checkbox"/> WILL NOT charge workers for such meals.
	<input checked="" type="checkbox"/> WILL charge workers for such meals at \$ <u>14</u> . <u>00</u> per day per worker.

F. Transportation and Daily Subsistence

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>See Addendum C</p>		
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Inbound and Return Transportation: The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.</p> <p>see addendum C</p>		
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>14</u> . <u>00</u> per day *
	b. no more than	\$ <u>59</u> . <u>00</u> per day with receipts

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G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *

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

See Addendum C

2. Telephone Number to Apply *

+1 (559) 659-1080

3. Email Address to Apply *

ileanaarvizu@aol.com

4. Website address (URL) to Apply *

N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No



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

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

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

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

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

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

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

A. Transportation to Place of Employment (Inbound)

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

B. Transportation from Place of Employment (Outbound)

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



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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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

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

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

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

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



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

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

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

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

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

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

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

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

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



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17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

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

1. Last (family) name *	2. First (given) name *	3. Middle initial \$
Arvizu	Ileana	
4. Title *		
Owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		6/29/2022

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement (1205-0466)

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Panziera & Thorp, LLC	42806 Highway 101 Greenfield , California 93927 MONTEREY	South of Greenfield on west side of Highway 101 at Underwood Road Greenfield , California 93927	8/20/2022	12/15/2022	45



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment/tools; housing or furnishings (beyond normal wear and tear) caused by the worker (if any) - the employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; Cal Savers, retirement plan (if eligible); and deductions expressly authorized by the worker in writing (if any).</p> <p>Union dues will be paid either at 2.31% Agency fee or 3.0% membership of the gross pay. The employee makes that choice on the Union selection check-off form.</p>			

b. Job Offer Information 2

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to the employer. Applicants who contact the employer by telephone or in person will complete an applicant screening process. The employment contract is made available to the applicant in person, by fax, or email once the screening process is completed and an offer of employment has been made. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.</p> <p>Walk-in applicants should bring with them documentation of identity and employment eligibility, so that if an offer of employment is made the required pre-employment paperwork can be completed. Walk-in applications will be accepted at:</p> <p>958 O Street, Firebaugh, CA 93622 Phone: (559) 659-1080</p> <p>All referrals from State Workforce Agencies must be sent to the employer in writing by email and must include referral contact name, phone number, and email address if an email address is available.</p> <p>I.S.A. Contracting Services, Inc. Referral Contact is: Ileana S. Arvizu Address: 958 O Street, Firebaugh, CA 93622 Telephone: (559) 659-1080 FAX: (559) 659-1967 Email: ileanaarvizu@aol.com Office Hours: 09:00 A.M.- 5:00 P.M. Monday thru Friday</p> <p>Applicants and referrals, not applying in person, will be sent an employment application and the employment disclosures required by law. Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the Company indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) as required by law. The Company will interview non-local applicants by telephone and make hiring commitments to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. Documentation of identity and employment authorization (original documents only) 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 Company as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p> <p>CA Tax ID: 263-0948-4</p>			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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 (<i>up to 3,500 characters</i>) * Transportation: Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company will also offer transportation at its discretion, at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre- designated pick up points to and from the daily work site. See addendum C.			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Terminations
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer may terminate the worker if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; or (d) violation of company policies. All employees must respect and follow company policies as stated in the company handbook including any new or changed policies which may be communicated during the course of the season. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality of the packs produced by the crews must adhere to the quality standards of the shipper for which they are harvesting.			



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>PHYSICAL DEMANDS/WORK ENVIRONMENT</p> <p>The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</p> <p>While performing the duties of this job, the employee is regularly required to communicate or hear. The employee frequently is required to stand, walk and sit. The employee is frequently required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The noise level in the work environment is usually moderate.</p> <p>AMBITO LABORAL/DEMANDAS FISICAS</p> <p>Las demandas físicas y el ambito laboral descritos aqui estan en representacion de esos que deben ser encontrados por un empleado para realizar exitosamente las funciones esenciales de este trabajo. Los acomodamientos razonables se pueden hacer para permitir individuos con incapacidades a realizar las fmiciones esenciales.</p> <p>Al realizar los deberes de este trabajo, el empleado es requerido regularmente a comunicarse y escuchar. El empleado es requerido con frecuencia a pararse, caminar y sentarse. Tambien es requerido confrecuencia a utilizar las manos y los dedos para agarrar o sentir objetos, e instrumentos, herramientas, o los controles y a dar alcance con manos y brazos. El nivel del ruido en el ambito /aboral es genera/mente de moderado a alto.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - CA Wage Rates and Overtime Payment Schedule
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>(A) The following overtime provisions shall be applied to employees eighteen (18) years of age or over and to employees sixteen (16) or seventeen (17) years of age who are not required by law to attend school: (1) Such employees shall not be employed more than ten (10) hours in any one workday or more than six (6) days in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over ten (10) hours in any workday and for the first eight (8) hours on the seventh (7th) day of work and double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) day of work in the workweek.</p> <p>(2) For employers of more than 25 employees: (a) Starting January 1, 2020, an employee shall not be employed more than nine and one-half (9) hours per workday or fifty (50) hours per workweek unless the employee receives one and one-half (1 & 1/2) times such employee's regular rate of pay for all hours worked over nine (9) hours in any one workday or more than fifty (50) hours in any one workweek. Starting January 1, 2022, an employee shall not be employed more than eight (8) hours per workday or work more than forty (40) hours per workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over eight (8) hours in any workday or more than forty (40) hours in any workweek and double the employee's regular rate of pay for all hours worked over twelve (12) hours in any one workday.</p> <p>(3) For employers of 25 or fewer employees: (a) Starting January 1, 2022, the overtime standards and compensation in subsection (2)(a) above, shall apply to any employee who works over the specified threshold hours in any one workday or workweek.</p> <p>This policy shall apply to all persons employed in an agricultural occupation whether paid on a time, piece rate, commission, or other basis, except that: (A) No provision of this order shall apply to any employee who is engaged in work related to post-harvest activities.</p> <p>This does not apply to any employer who employs fewer than five (5) persons covered by this order. If at any one time during a calendar year this employer has five (5) or more employees covered by this order, every provision of this order, including Section 5, Reporting Time Pay, shall apply to that employer throughout that calendar year</p> <p>Regular and Overtime Pay Schedules: The employer assures that the required wage rates shall be paid at the regular payday for the time the work is performed.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Continued Part 2
3. Details of Material Term or Condition (up to 3,500 characters) * Additional Inbound/ Outbound Transportation For workers who complete 50 percent of the work period, the Company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the Company which is the place of recruitment. Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. Inbound: The Employer will reimburse the workers to travel from the place of recruitment (Mexico) to the Border. Then the employer will provide a bus for the workers to travel from the Border to the place of employment, at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. Outbound: The Employer will reimburse the workers to travel from the border to the place of recruitment (Mexico). The employer will also provide transportation for the workers to travel from the place of employment back to the border, at no charge to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses.			



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Continued Part1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This employer will reimburse the workers for transportation subsistence expenses at least \$14.00 per 24 hour period of travel from the place of recruitment to the place of employment (if it is the prevailing practice.) (if receipts for expenses are not provided) as indicated in 20 CFR 655.122 (h) and CFR 20 655.173(a). If receipts are provided reimbursements will be made of up to \$59. per day. The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICCC) in-bound transportation (if and where it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employers work site from the recruitment site when the worker completes 50% of the work period.</p> <p>(Outbound) transportation from place of employment: If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H?2A employment, the employer will 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. 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 will provide or pay 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 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. Free transportation will be provided workers between the employer-provided housing and the worksite and back on a daily basis. The housing and worksite are located on the same property.</p>			

j. Job Offer Information 10

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

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**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 -
3. Details of Material Term or Condition (up to 3,500 characters) * <small>Job Qualifications/Requirements - Continued</small> Frequency of Activity Required of the employee to perform the job: Sitting: Some Walking: 5-6 Hour per day Standing: 5-6 hours per day Bending (Neck): Normal Range of Motion Bending (Waist): Some Squatting: Some Climbing: Yes, 8-10 Feet Approx. Kneeling: Some Crawling: Not required Twisting (Neck): Normal range of motion Twisting (Waist): Normal range of motion Hand Use: Repetitive use of hands required: Yes Simple Grasping: 1-2 hours/day Power grasping: 1-2 hours/day Pushing & Pulling: 1-2 Reaching (Above shoulder level): Yes 1. Daily Lifting and Carrying requirements of the job: 0-lbs. Some 2-10 lbs. Some 11-25 lbs. Some 26-50 lbs. Some 51-75 lbs. Not required 76-100 lbs. Not required 100+ lbs. Not required Employee occasionally will be required to use some tools such as (screwdriver, pliers, small hammer) to perform job duties. Employer will supply such tools to employees. 2. Job requires employees to: a. Working around and on moving equipment and machinery b. Walking on uneven ground c. Exposure to extremes of temperature (heat, cold, humidity, and/or wetness) d. Exposure to dust (some sulfur dust) e. Exposure to loud noises			

l. Job Offer Information 12

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information
3. Details of Material Term or Condition (up to 3,500 characters) * Reasonable repair costs of damage other than that cause by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage or loss is caused by dishonest or willful act or by the gross negligence of the employee.			



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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	H.1	2. Name of Section or Category of Material Term or Condition *	- Place of EmploymentAdditional Information Part 1
<p>3. Details of Material Term or Condition (up to 3,500 characters) * ETA 790 Employer's Statement: Area of Intended Employment (AIE) This H-2ALC is in complete agreement with the rule and intent of established intended areas of employment (AIEs). Most importantly to avoid undue hardship on agricultural workers, but to a lesser degree, to better preserve equipment and transportation assets. Enough data has been collected over the years to codify the considerations in AIEs. While it does include the factors involved in agriculture, it does not necessarily take current data or prevailing practices within the farming industry into adequate account. CFR Reference 20 CFR 655.103(b) states that "In accordance with Departmental regulations at 20 CFR 655.103(b), area of intended employment is defined as [t]he geographic area within normal commuting distance of the place of the job opportunity for which the certification is sought. There is no rigid measure of distance that constitutes a normal commuting distance or normal commuting area, because there may be widely varying factual circumstances among different areas (e.g., average commuting times, barriers to reaching the worksite, or quality of the regional transportation network)?" It goes on to state that "The borders of MSAs are not controlling in the identification of the normal commuting area" which, in context is taken to mean common/neighborhood borders. It is one of a normal commuting distance and the time it takes to get from home to work to home again. In other words, a worker or prospective U.S. applicant must be able to reach all places of the job opportunity contained on this application from either the housing location or centralized pick-up point within a normal commuting distance (i.e., home-to-work-to-home?). Wage & Hour Audit and other records, State EDD Unemployment & SDI records, for example, would very easily verify the prevailing practice of both domestic and non-immigrant workers traveling the distance between the San Juan Bautista and surrounding areas to and from the Huron worksites as a regular and prevailing practice. Those and all points in between. Factors causing this are the very low availability of willing and able workers in the Huron MSA, the short season that would pull away from other more profitable employment opportunities, and the lack of suitable worker housing nearby. It is the prevailing practice of farmers in that & any such area to recruit workers from surrounding areas and transport them in from wherever they are found, which is mostly the Central Valley of California, including Merced County. a. Overnight Stay: The average workday for tomato harvesters is 4-6 hours. Were the travel time between work or housing and Huron such as quoted, it would still not constitute an overnight stay, it would in effect be a 7-9-hour workday, much LESS than the prevailing practice as demonstrated in those official records mentioned above. b. Chosen Routes: On such workdays, the travel would be "home to work to home?". Merced to Huron. The route always traveled because it was timed and tested over a period & circumstances. c. There are extremely heavy trucking and farming equipment traffic flows between and beyond all points in central California. These cause worker transportation issues that have been resolved by taking alternate routes. While the recognized estimates of travel time & distance are certainly well-founded, they are not all-inclusive.</p>			

n. Job Offer Information 14

1. Section/Item Number *	H.1	2. Name of Section or Category of Material Term or Condition *	- Place of EmploymentAdditional Information Part 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Our years of transporting workers, as well as knowledge of the many others that use the same path for Huron to Salinas Valley (passing San Juan Bautista area) reveal a few different routes than those sourced herein. Therefore, the employer states the following: "Based on the route we will be taking every day for the duration of the Huron harvest, here are the directions: "From: 205 E. 16th. St, Merced drive south on Hwy 99 - "Exit on Hwy 145 -Madera Ave - Drive on Hwy 145 towards Kerman "Drive on Hwy 145 then turn right on McMullin/145 to continue Hwy 145 "Keep driving straight until the road turns into Route 269 to Huron also known as 5 points "Continue straight on Route 269 as you enter Huron continue to drive and turn left on Jayney Ave. "Drive straight towards S. Howard Ave, turn right. The field is on the right "Odometer starting was: 6467 and ended on 6562 95 Miles totals "It took 1 hour & 30 minutes to get there and it took that long because there are several stop signs through Madera and Kerman, otherwise it would have taken less time. The mileage would still be the same. We hereby request permission to maintain each worksite as within commuting and housing distance, based on the length of travel time being 1.5 hours (10 minutes longer than the proposed limits) due to: a. The basis of widely varying factual circumstances among different areas (e.g., average commuting times, barriers to reaching the worksite, or quality of the regional transportation network)? b. Short workdays not requiring overnight travel c. The high-quality housing, we are providing for worker comfort and stability which will not be available in the Huron area d. The availability of facts verifying the prevailing practice of voluntary worker travel between these points during the short seasons offered in the area e. The fact that worker travel depends on home to worksite and back instead of worksite to worksite, in this case. There are no overlapping assignments to cause field-field travel. f. The urgency of getting out such a perishable harvest beginning one month from now.</p>			