



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

A. Job Offer Information

1. Job Title * Vegetable Haul Drivers								
2. Workers Needed *		a. Total		b. H-2A		Period of Intended Employment		
		6		3				
3. Begin Date * 8/15/2022						4. End Date * 11/30/2022		
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 * a. <u>6</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM b. <u>2</u> : <u>30</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
40		a. Total Hours		7		c. Monday		7
0		b. Sunday		7		d. Tuesday		7
						e. Wednesday	7	
						f. Thursday	5	
						g. Friday		
						h. Saturday		
Temporary Agricultural Services and Wage Offer Information								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$		
\$ <u>17</u> <u>51</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____				
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
10. Frequency of Pay. * <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input checked="" type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input checked="" type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>80</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 *			
Fresh Foods, Inc. - Alisal A - 2143 Alisal Road			
2. City *	3. State *	4. Postal Code *	5. County *
Salinas	California	93908	Monterey
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
Vegetable hauling/truck driving work will be performed in various fields in and around the Monterey County, California and consists of one area of intended employment as defined in 20 CFR §655.103(b). The field sites and cooler drop off locations are not worksites since a minimal amount of time is spent at such locations. (Continues on Addendum B and 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 *			
310 Bitterwater Rd			
2. City *	3. State *	4. Postal Code *	5. County *
King City	California	93930	Monterey
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Single-family homes.		2	3
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) *			
The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. (Continues on Addendum C)			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



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E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)
Workers occupying employer-provided housing in which full kitchen facilities are available will be responsible for preparing their own meals. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the Company-provided housing facilities.

Employer will provide transportation once a week to the grocery store at no cost to the workers. The grocery store is located at El Pueblo Market, 315 Broadway St, King City, CA 93930 and is 0.7 miles away from the housing location. Employer will provide workers with cooking and eating utensils. No kitchen facilities or meals are provided to workers not occupying Company-provided housing.

2. If meals are provided, the employer: *

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

☐ **WILL** charge workers for such meals at \$ ____ . ____ per day per worker.

F. Transportation and Daily Subsistence

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

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

Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick-up points to and from the daily work site.

(Continues on 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.)

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.

(Continues on 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

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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 (831) 385-3285

3. Email Address to Apply *

oscar@ravaranch.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 \$
Montes	Oscar	
4. Title *		
Vice President of Human Resources		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		7/16/2022

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 §
Fresh Foods Inc.	Alisal A — 2143 Alisal Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Alisal Ranch — Alisal and Alisal Road Salinas, California 93905 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Alisal Ranch 18 — Calle El Rosario and Old Stage Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Alisal Ranch 40 — 2143 Alisal Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Bacciarini Ranch — Wildhorse Road and Highway 101 King City, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Bacciarini Ranch — First Street and Highway 101 King City, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Bacciarini Ranch East — 50576 Wildhorse Rd King City, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Bacciarini Ranch — 762 First St. King City, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Bella Vista Ranch — 52105 Oasis Road King City, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Black Jack Ranch — 51538 Freeman Flat Road San Lucas, California 93930 MONTEREY		8/15/2022	11/30/2022	3



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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 §
Fresh Foods Inc.	Breschini Ranch — Cattlemen Road and Sargents Road San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Cherry Orchard — 52 Sargents Road San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Cherry Orchard Ranch — Sargents Road and Pancho Rico Road San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Chualar — 1701 Goat Rd Chualar, California 93925 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Chualar — Old Stage Rd Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Chualar — Chualar River Road and Foletta Road Chualar, California 93925 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Chualar Ranch — 1777 Old Stage Road Chualar, California 93925 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Chualar Ranch — Chualar River Road Chualar, California 93925 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Chualar Ranch 29 — River Road and Chualar River Road Chualar, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Corey Ranch — River Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3



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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 §
Fresh Foods Inc.	Corey Ranch — Corey Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Corey Ranch — 91 Abbott Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Culver Ranch — 400 Lyons Street King City, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Culver Ranch — 310 Bitterwater Road King City, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Cummings Ranch — 2156 Alisal Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Dudley-Grimes Ranch — Cattlemen Road San Ardo, California 93905 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Duflock Ranch — Highway 101 and Paris Valley Road San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	East Garlinger Ranch — 1777 Old Stage Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Ferrini Ranch — Sargents Road San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Foletta Ranch — Sargents Road San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3

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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 §
Fresh Foods Inc.	Gallagher Ranch — Sargents Road San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Garlinger Ranch 171 — 1777 Old Stage Road San Ardo, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Garlinger Ranch — Goat Road and Old Stage Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Gerolamo Ranch — Freeman Flat Road and Wildhorse Road San Lucas, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Gerolamo Ranch 40 — Wildhorse Road San Lucas, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Glau Ranch — Sargents Road San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Lombardi Ranch — Sargents Road and Deads Mans Gulch San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Lower McPherson Ranch — 1777 Old Stage Road Chualar, California 93925 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Lower Rosenberg Ranch — Sargents Road San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Lynch Ranch — Cattlemen Road San Ardo, California 93905 MONTEREY		8/15/2022	11/30/2022	3



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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 §
Fresh Foods Inc.	Lynch Ranch — Rosenberg Lane and Cattlemen Road San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Maggio Ranch — Mesa Verde Road and Highway 101 King City, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	McPherson Ranch — 1718-1720 Old Stage Road and Esperanza Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Mortensen Ranch — 1100 Rogge Road Salinas, California 93906 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Mortensen Ranch — Old Stage Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Mortensen Ranch — Alisal Road Salinas, California 93905 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Mortensen Ranch — Potter Road and Old Stage Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	North and South Garlinger Front Ranch — 1777 Old Stage Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	North Mortensen Ranch — 2132 Alisal Road Salinas, California 93908 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Peaselee Ranch — Freeman Flat Road San Lucas, California 93930 MONTEREY		8/15/2022	11/30/2022	3

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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 §
Fresh Foods Inc.	Rainbow Ranch — Loanoak Road King City, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Rainbow Ranch (Front) — Bitterwater Road King City, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Rosenberg Ranch — Railroad Street San Ardo, California 93450 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Sorensen Ranch — Freeman Flat Road San Lucas, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Sorensen Ranch (Lower) — Freeman Flat Road. San Lucas, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	Sorensen Ranch (Upper) — Freeman Flat Road. San Lucas, California 93930 MONTEREY		8/15/2022	11/30/2022	3
Fresh Foods Inc.	So. Garlinger Front Ranch — 1777 Old Stage Road. Chualar, California 93925 MONTEREY		8/15/2022	11/30/2022	3



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * Fresh Foods, Inc. (also referred to herein as "Fresh Foods" Employer or "Company") is a fixed-site grower which owns and controls its work sites and all agricultural commodities produced at such sites. Although Fresh Foods was an active registered Farm Labor Contractor as defined under the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), it is not providing labor to a third party in this application. It's H-2A and corresponding workers will only provide labor to directly support its own farming operations: fields are owned or operated by Fresh Foods. Company address: 700 Airport Drive, King City, CA 93930 Mailing address: P.O. Box 1600, King City, CA 93930 Phone number: 831-902-6228 California Tax ID Number: 515-83011 The employer seeks certification for 3 H-2A Vegetable Haul Drivers. The total number of workers is 6. Of the total number of workers, it is expected that 3 will be U.S. workers and will not require housing. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability. VEGETABLE HAULER DRIVER SPECIFICATIONS: Haul Drivers will deliver harvested perishable crops packed and loaded in bins and cartons. The hauling activities are performed directly in connection with and as an integral part of the harvest and farming operations. Haul Drivers must be available to perform each of the crop activities described in this job order and will perform various activities throughout the work week. In connection with the harvest and farming operations, employee picks up loaded trailers filled with bins in the fields and transports/hauls to the plant's refrigeration storage site - cooling facility (initial point of distribution). The essential work activity involves moving a highly perishable agricultural crop (vegetables) directly from the farmer's fields to the processing plant, the locations of which are all detailed in this job order. The vegetable haulers are required to complete each step of the haul, as part of necessary field-to processing facility activities for the vegetable crop harvest. Vegetable haulers must be physically and mentally healthy. Each worker is expected to operate hauling vehicles efficiently and safely through all types of routes. Workers must be able to operate tractors, trailers, semi-trailers, and have adequate knowledge to make minor adjustments or repairs to these vehicles. Must have a CDL or equivalent license, pass a required driver's license background check, and mandated drug and alcohol test. Drivers must have and maintain a suitable driving record and be insured by the employer's insurance company. 1. Employee may drive Class 8 over the road Commercial trucks with a GVW (Gross Vehicle Weight) capacity of 80,000 GVW 2. In connection with the harvest and farming operations, employee picks up loaded trailers filled with bins in the fields and transports/hauls to the plant's refrigeration storage site -cooling facility (initial point of distribution). 3. In order to drive trucks, Employees must possess valid authorized commercial drivers' license (foreign or state issued) and must be able to pass DOT (Department of Transportation) -recognized medical exam. (Continues on Addendum C)			

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) * Authorized Deductions: 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). (Continues on Addendum C)			



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All workers must have at least 3 months experience hauling crops to avoid crop damage and personal injury. Written verification of experience is required. Must have a commercial drivers license or equivalent.</p> <p>Must be able to use tools and machinery to load and maintain trucks. No smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work fields. Must be able to communicate in in English or Spanish is required for training and safety purposes.</p> <p>(Continues on Addendum C)</p>			

d. Job Offer Information 4

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.</p> <p>Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, the Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p> <p>Walk-in applications will be accepted at: 700 Airport Road, King City, CA 93930 Referral Contact: Oscar Montes, HR Email: oscar@ravaranch.com Phone number: 831-385-3285</p> <p>Contact hours are Monday thru Friday between 8:30 a.m. and 12:30 p.m. and 2:00 p.m. to 4:30 p.m. (regular business hours), except on federal holidays. The employer will interview applicants by phone and in-person by appointment. Gate or walk-in traffic during regular business hours may request an application and schedule an appointment for a phone or in person interview. Telephone or in-person interviews will be at no cost to workers. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. All referrals from State Workforce Agencies must be sent to the employer by telephone or email and must include referral contact name, phone number, and email address if an email address is available.</p> <p>Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) required by law.</p>			



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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 - JOB DUTIES Additional Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Vegetable Haul Driver will deliver romaine, romaine hearts, salanova lettuce, green leaf, red leaf, butter, spring mix, spinach, iceberg lettuce, broccoli, broccollette, stalk and crown cauliflower, cabbage, celery, frisee, bok choy, nappa, radicchio, kale, beets, chard, cilantro, collards, fennel, leeks, onion, butternut, green acorn, zucchini, bell peppers, eggplant, brussel sprouts, melons, artichoke, tomato, corn, garlic, dates, citrus (lemon, orange, mandarins, tangerines) to the storage/cooling facilities.</p> <p>This activity is secondary agriculture under the Fair Labor Standards Act as it is in conjunction with and incidental to Fresh Foods' farming operations. Fresh Foods plants, harvests, and owns the crops that are transported from the fields to the storage and cooling sites.</p> <p>If an employee is injured while on the job, the Company will provide a temporary work assignment that will be as closely related to the job duties described herein, while the employee recovers from a work-related illness which meets with physician's clearance to return to work under specific limitations. The work assignment will not be a permanent position, it will be temporary to accommodate the injured worker under doctor's restrictions and time period that may differ from the heavy field work described within.</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 - WORK SCHEDULE Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The normal work week is 7 hours per day, Monday through Friday and 5 hours per day on Saturday (40 hours per week). The employer may offer additional work and/or overtime on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested.</p> <p>The employer will abide by the seventh (7) day of rest rules. This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. This is not "day work". Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action, in accordance with Fresh Food's policies.</p> <p>The normal work hours are 6:00 a.m. to 2:30 p.m. but may start earlier or later depending on the time of year, hours of daylight, weather, and production requirements. An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid 15-minute work breaks are provided. Workers are notified of any change in the start time. Start and end times vary based on weather and other working conditions.</p> <p>All employees not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information may be used to notify the worker not to report work due to inclement weather or when work is not available or to notify the workers of any change in the worker's daily schedule, or for any other reason.</p> <p>The work described in this Clearance Order is regular, seasonal full-time work requiring all workers to be available for work on a daily basis. Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle. Pursuant to the job order, the normal work week is 7 hours per day, Monday through Friday, and 5 hours per day on Saturday (40 hours per week). The normal work hours are 6:00 a.m. to 2:30 p.m. but may start earlier or later depending on the time of year, hours of daylight, weather, and production requirements. An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid 15-minute work breaks are provided. Workers are notified of any change in the start time. Start and end times vary based on weather and other working conditions. This is full-time. It is not clear what the Department of Labor wants clarified here. The regulations state that 35 hours or higher a week is fulltime. Here, the hours identified are 40 hours a week.</p> <p>Itinerary: Employer will be working at all locations simultaneously throughout the contract period: August 15, through November 30, 2022.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TRAINING, PROD.
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>TRAINING: Training will be provided in the field by foreman during the first week of an employee's work. Workers will be provided a 3-day training or break-in period after which they must demonstrate the ability to perform the job duties defined herein. (Workers must reach productions standards by the fifth day.)</p> <p>PRODUCTION STANDARDS: After completion of the 3-day training and break-in period, workers will be expected to reach the following production standards by the fifth day:</p> <p>Vegetable Haul Drivers will be expected to deliver at least 2 loads per day.</p> <p>Employer will review workers' productivity at the end of a given pay period and not on a daily basis. If workers fail to keep up with the average minimum standard as defined above, workers may be offered alternate work, if available, or, after notice, workers may be terminated for cause.</p> <p>TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow written housing rules (attached herewith); (b) commits serious acts of misconduct; or (c) maligners or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) other job-related reasons; and (f) reasons for termination as specified on Exhibit "A" – Company Regulations attached. Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers who become ill or injured for non-work-related reasons and are unable to perform essential functions of the job will be released for cause.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - COVID-19 PRECAUTIONS Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>COVID-19 PRECAUTIONS: To the extent consistent: All federal, state, and local COVID 19 requirements and guidelines will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination.</p> <p>Housing: Isolation/self-quarantine housing will be available. Alternative emergency housing may be coordinated through the county's emergency services at the time of need.</p> <p>There will be no charge for any alternative COVID 19 housing and meals will be brought to the self-quarantined employee three times per day, seven days per week</p> <p>COVID-19 Testing and Vaccinations: The employer is mandating vaccinations prior to crossing the U.S. border at the company's expense. In the United States, employees will be given an opportunity thru the company's approved providers for vaccinations free of charge. Please note: Time spent on vaccination appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency.</p> <p>COVID-19 Testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols:</p> <p>(b) COVID-19 testing.</p> <p>(1) The employer shall make COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except:</p> <p>(A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection (a).</p> <p>(B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsections 3205(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test.</p> <p>(2) COVID-19 testing shall consist of the following:</p> <p>(A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.</p> <p>(B) After the first two COVID-19 tests required by subsection (b)(2)(A), employers shall make COVID-19 testing available once a week at no cost, during paid time, to all employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until this section no longer applies pursuant to subsection (a)(2).</p>			



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - AUTHORIZED DEDUCTION
<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): The employer will not deduct 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; and deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - WAGE OFFER Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Offered Wage: \$17.51 per hour.</p> <p>Worker will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will pay workers no less than the required wage for work performed in California (\$17.51 per hour-unless the wage methodology changes by government or legal action). Employer may pay higher or different wage rates overall during the contract period based on market conditions and/or job activity, but no less than the required wage rates.</p> <p>Employer assures that the required wage rate will be paid during the entire period of the work contract and at the time that work is performed Employer assures that the required wage rate will be paid at the time that the work is performed. Employer may pay a lower AEWR or prevailing hourly or piece rate as long as such rate remains the highest of the above rates at the time that the work is performed.</p> <p>If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease based on the publication of a lower prevailing wage rate or a new "no findings", Employer may pay a lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.</p> <p>Bonus: The Employer will not pay a bonus.</p> <p>Overtime for Truck Drivers only: Truck drivers' hours are regulated by the U.S. Department of Transportation Code of Federal Regulation, Title 49 section 395.1 to 395.13, Hours of Service of Drivers, and are therefore exempt from the overtime provisions. However, the employer will pay overtime in California after 10 hours per day or 60 hours per week for truck drivers only.</p> <p>Overtime and Benefits: The employer will abide by the required Federal or applicable State laws when paying overtime and benefits to employees performing the listed activities herein. For work performed in California, overtime is paid one and one-half times the base salary and is \$26.27</p> <p>Overtime: Workers will be paid overtime after 8 hours per day and or 40 hours per week for work performed in California. Overtime wage rate California: One and one-half times the required wage for work performed in California (\$17.51 per hour, unless rescinded by court order or other action) is \$26.26 per hour and \$35.02 for double time: i.e., 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>The employer will not pay a piece rate.</p> <p>Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates.</p> <p>Pay Periods, Earnings Records and Workers Compensation: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR655.122(m). Workers will be paid on a bi-weekly basis by check. Payday is every other Thursday of the week following the end of the payroll period.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - WORKER`S COMPENSATION Information
3. Details of Material Term or Condition (up to 3,500 characters) * Workers Compensation: All employees are covered by workers' compensation insurance in accordance with California law. This insurance provides payment of medical benefits and time loss payments to a worker who is accidentally injured on the job. Employer assures that its workers' compensation policy will remain valid throughout the contract period. A workers' compensation and employer's liability insurance policy are held by Fresh Foods covering the Workers Compensation Law of the State of California. Insurance coverage is provided by Zenith Insurance Company. The policy number is: 4516-0083. The Policy is effective beginning 01/01/2022 and expires 01/01/2023.			

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - DISPUTE RESOLUTION AGREEMENT Information
3. Details of Material Term or Condition (up to 3,500 characters) * DISPUTE RESOLUTION AGREEMENT: A copy of the applicable rules and policies will be provided to each worker on or before the first day of work, which includes a Dispute Resolution Agreement (DRA) outlining procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters; the DRA will be provided to employees with a copy of the H-2A Contract/Clearance Order. The DRA does not preclude the Employee from filing claims with the America's Job Center of California offices (AJCCs) under the Employment Services Complaint System. Every employee exercising rights under the law or under the DRA is protected from retaliation from any member of the Company's management team (e.g., for filing any administrative claim such as through the AJCCs or pursuing a claim through arbitration, regardless of the outcome). In furtherance of our goal to be more environmentally conscientious, returning employees (both foreign and domestic) will only be issued new and updated policies since their last employment date, although all legally required documents will be provided. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.			



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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - JOB REQUIREMENTS Additional information 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work is performed on dirt and open roads and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal field environment. Temperatures can range from 20 degrees F to over 100 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.</p> <p>This work may entail exposure to plant pollens, insects, and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times.</p> <p>Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up 80 pounds in the course of performing required activities. Workers will be required to sit for prolonged periods of time. Workers must be able to listen, understand, and follow instructions of company supervisors and managers.</p> <p>General Specifications: Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictate. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations. The workers should work in a professional manner. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times.</p> <p>Instructions and general supervision will be provided by a designated crew leader or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All workers will be evaluated by their supervisor(s) after seven days of actual harvesting with respect to factors such as ability to maintain sufficient pace, to correctly identify the crop for harvesting and similar factors. Workers whose job performance is sloppy, inconsistent, inefficient, or improper may be terminated for cause.</p> <p>(Continues on second Addendum C)</p>			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - JOB REQUIREMENTS Additional information 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All safety rules and instructions must be meticulously observed throughout the workday. All Fresh Foods rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. All Food Safety rules must be adhered to, including the wearing of, but not limited to, hairnets, beard nets, plastic gloves, aprons, sleeves.</p> <p>No persons conducting activities prohibited by law are permitted on company premises or in housing. No visitors are allowed, without written request by employee to the designated H-2A housing manager, requests for visitors may be denied for no cause. No members of the opposite sex may be in housing rooms at any times. Visitors are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the work site or left in vehicles at or adjacent to the work site or in employer provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.</p> <p>Workers may not report for work, enter the work site, or perform services while under the influence of or having used alcohol or any illegal controlled substance. The possession or use of illegal drugs or any alcohol on any work site, housing site or property of the employer is prohibited and will be cause for termination and/or suspension. Workers must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The employer may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers). The employer may conduct laboratory exams or any other means of testing or medical evaluations when situations occur during the course of job that require it. The medical exam will be conducted by a designated physician and/or laboratory selected by the employer. All costs associated with the medical evaluation will be paid by the employer. Smoking is not permitted inside the farm.</p> <p>(Continues on third Addendum C)</p>			



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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - JOB REQUIREMENTS Additional information 3
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers may not use or possess alcohol, drugs or pornographic materials in the employer housing areas and transportation vehicles. Employees and/or employees' belongings may be subject to inspection by the employer. Inspections or searches for prohibited materials (including but not limited to illegal narcotics, illegal firearms, illegal paraphernalia drug used for drug use) that may be used may be conducted by an independent security service or by Company personnel. Inspections or searches for prohibited materials may be conducted on a regular basis at locations that include employer provided transportation, employee housing, and in the fields. Because even a routine search might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace, housing, or employer-provided transportation any item of personal property that they do not wish to reveal to the employer. Employees who refuse to cooperate during an inspection or search will not be forcibly detained or searched. They will be informed, however, that the employer will base any disciplinary decision on the information that is available, including their refusal to consent to the search as well as the information that gave rise to the reasonable suspicion that the employees were in possession of prohibited materials, if applicable, and that their failure or refusal to cooperate could deprive the employer of information that clear them of suspicion.</p> <p>With the exception of activities involved in labor organization under the NLRA or other applicable laws, authorized persons or invited guests must announce their presence on the premises upon request – check in / check out with the H-2A housing supervisor on site.</p> <p>The employment described in this Clearance Order is not covered by a collective bargaining agreement. The terms of this Clearance Order, and accompanying documents, will govern the employment, including provisions for discipline, discharge, and grievances.</p> <p>Tools and equipment: Employer agree 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). Tools and equipment include knives, hairnets, beard nets, plastic gloves, aprons, sleeves if needed to perform the job. The reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</p>			

p. Job Offer Information 16

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - PLACE OF EMPLOYMENT Additional Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The pickup and drop off location for the truck drivers is: 201 Bitterwater Road King City, CA.</p> <p>Specifically, the vegetable hauling/truck driving will be completed at the following field locations where the crops are picked up: (See Addendum B - Additional Place of Employment Information)</p> <p>Drop off locations: These are not worksites as the driver spends an insubstantial amount of time at each drop off site.</p> <ul style="list-style-type: none">• Watsonville Produce 38 Bluff Road, Moss Landing, CA 95039• Fresh Express 900 E. Blanco Rd. Salinas CA 93930• BC Systems 1341 Merrill St. Salinas, CA 93930• Taylor Farms Food Service 1207 Abbott St, Salinas, CA 93901• Taylor Farms Retail 745 Airport Blvd, Salinas, CA 93901• Ready Pac 315 Neponset Rd, Salinas, CA 93908• Mesa Cooling 600 Airport Road, King City, CA 93930• Taylor Retail Gonzalez 100 Puente Del Monte Ave, Gonzales, CA 93926			



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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - HOUSING Additional Information 1
3. Details of Material Term or Condition (up to 3,500 characters) * Type of accommodation: Single-family homes. Fresh Foods will provide housing with accommodations for 3 workers during the period of this job order. There will be 2 units of housing provided for workers. Each housing unit will be occupied by up to 7 workers per unit. Each worker will be provided with their own bed. The house is equipped with full kitchen and free use of washer and dryer. Employer will provide bunk beds for all housing rented; beds per room are based on 50 square feet per person per room per code (bathroom and kitchen not included in square feet calculation). All rooms are provided with solid wood doors, screened windows and first aid kits. Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Rules", a copy of which will be provided to each worker on or before the first day of work. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor). 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 workday. 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, and is willful or due to gross negligence. 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). (Continues on second Addendum C)			

r. Job Offer Information 18

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - HOUSING Additional Information 2
3. Details of Material Term or Condition (up to 3,500 characters) * Family housing: As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Monterey County, California to provide family housing. Contact for Workers: Workers may be reached at the following address and phone number: ADDRESS: P.O. Box 1600, King City, CA 93930 PHONE: (831) 385-3285 Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above. Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The employer assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered daily transportation to and from the work site and must provide or arrange their own transportation. Workers who elect to provide their own housing will be responsible for their own meals and are not eligible for employer-provided meals. Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season. Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers. No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all times. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment. Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful, dishonest, or gross negligent action resulting to damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.			



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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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>) *			
The pre-designated pickup point is located at: 310 Bitterwater Rd, King City CA 93930.			
<p>The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will be in accordance with applicable laws and regulations. Workers are free to provide their own transportation to and from the daily work site.</p> <p>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).</p> <p>Arrival/Departure Records: Employees permit the employer and/or employer's agents to access electronically issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections.</p> <p>REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.</p>			

t. Job Offer Information 20

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 (<i>up to 3,500 characters</i>) *			
<p>For workers who complete 50 percent of the work period, the Employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the Company which is the place of recruitment which for the H-2A workers is Mexicali, San Luis Rio Colorado, Zamora, Veracruz, Oaxaca, Guerrero, Guasave, San Quintin, Mexico, and Guatemala. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.</p> <p>Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e. If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)</p> <p>Inbound: The Employer will provide transportation for the workers to travel from the place of recruitment to the Border, at no charge to the workers. 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. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite.</p> <p>Outbound: The Employer will provide transportation to travel from the place of employment to the Border. The Employer will also provide transportation for the workers to travel from the place of employment back to the place of recruitment, at no charge to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Housing
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will accept non-local domestic workers and offer housing to all workers who qualify for the job and come from beyond a regular commute distance. However, local domestic workers who live within a commute distance of the worksites are not offered housing.			

v. Job Offer Information 22

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			