



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

A. Job Offer Information

1. Job Title * Field Worker							
2. Workers Needed *		a. Total		b. H-2A		Period of Intended Employment	
		72		69			
3. Begin Date * 10/7/2022						4. End Date * 3/31/2023	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
40		a. Total Hours		7		c. Monday 7	
0		b. Sunday		7		d. Tuesday 7	
						e. Wednesday 7	
						f. Thursday 5	
						g. Friday	
						h. Saturday	
a. 7 : 00							<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
b. 2 : 30							<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (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 \$	
\$ 17.51		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): N/A							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



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

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. Training: number of <u>months</u> required. *	
3		0	
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements <input checked="" type="checkbox"/> g. Exposure to extreme temperatures			
<input type="checkbox"/> b. Driver requirements <input checked="" type="checkbox"/> h. Extensive pushing or pulling			
<input type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> i. Extensive sitting or walking			
<input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> j. Frequent stooping or bending over			
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs. <input checked="" type="checkbox"/> k. Repetitive movements			
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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 *			
2355 E US HWY 98			
2. City *	3. State *	4. Postal Code *	5. County *
Holtville	California	92250	Imperial
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
All work will be performed in the fields in and around Imperial County, California and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the agricultural work will be completed at the following locations which are owned or operated by Heritage Farms, LLC.			
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 *			
Heritage House 1, 610 E US HWY 98			
2. City *	3. State *	4. Postal Code *	5. County *
El Centro	California	92243	Imperial
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
House		1	28
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) *			
28 beds, each worker will have their own bed. Laundry facilities onsite at no cost to the employees.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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

E. Provision of Meals

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.) Workers occupying employer-provided housing will be offered three prepared meals per day. At the employer's sole discretion, the noon meal may be delivered to the daily work site on work days. A deduction of \$14.00 per day (or higher when the Department of Labor publishes the new maximum meal deduction rate or Department of Labor approves a higher meal charge) for caterer-prepared meals will be made from the paychecks of all workers occupying employer-provided housing. This deduction applies to employees who are offered meals beginning on the first day the worker occupies the employer-provided housing. This deduction will be made for each day the worker is assigned to such housing.</p>	
2. If meals are provided, the employer: *	<div><input type="checkbox"/> WILL NOT charge workers for such meals.</div> <div><input checked="" type="checkbox"/> WILL charge workers for such meals at \$ <u>14</u> . <u>00</u> per day per worker.</div>

F. Transportation and Daily Subsistence

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



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

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.)

Heritage Farms Referral Contact: Jose de Jesus Rios Cervantes (760) 550-5804, 2309 E HWY 98, Holtville, California 92250, email address: jrios@heritagefarmsllc.com. Contacts may be made by phone or in person on the following days Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. 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. 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 are available at the time and place needed, should contact the employer. Directions to our facilities will be provided.

Applicants will be interviewed by telephone or in person. Telephone or in-person interviews will be at no cost to workers. The employer will explain the job description and if the applicant is interested in the job, an application will be provided. There is an orientation on the first day of the job which workers are required to attend.

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.

2. Telephone Number to Apply *

+1 (760) 550-5804

3. Email Address to Apply *

jrios@heritagefarmsllc.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



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

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).



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

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).



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

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).



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

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 §
Rios Cervantes	Jose de Jesus	
4. Title *		
H-2A Coordinator		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		8/22/2022

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.



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

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Truck Driving	\$ 19 . 01	Hour	
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
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		\$.		
		\$.		

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



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 §
Heritage Farms, LLC	2355 E US HWY 98, , CA Holtville, California 92250 IMPERIAL		10/7/2022	3/31/2023	69
Heritage Farms, LLC	804 Anza Road Calexico, California 92231 IMPERIAL		10/7/2022	3/31/2023	69
Heritage Farms, LLC	W. McCabe and Dogwood Road Heber, California 92249 IMPERIAL		10/7/2022	3/31/2023	69
Heritage Farms, LLC	Green Road Brawley, California 92227 IMPERIAL		10/7/2022	3/31/2023	69

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



D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
House	Heritage House 2, 2355 E US HWY 98 Holtville, California 92250 IMPERIAL	8 beds, each worker will have their own bed. Laundry facilities onsite at no cost to the employees.	1	8	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartments	Park Manor Apartments 625 E 5th St. Holtville, California 92250 IMPERIAL	41 beds, each worker will have their own bed. Laundry facilities onsite at no cost to the employees.	1	41	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
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					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



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

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) * Agricultural Field Worker Duties: Baby leaf ((Spinach, Kales, Wild Arugula, Red Chard, Green Chard, Spring Mix, Red Romaine, Green Romaine, Green Pak Choi, Tat Soi) harvest (hand and machine) Irrigation • Weeding. Weeding activity will be completed with a long-handled hoe (4 ft. or more in length). The employer will provide gloves, knee pads and training at no cost to the workers in prevention of work-related injuries. Should any additional supplies be required, the employer will supply them as needed. It is not intended that the workers will be weeding for more than 20% of their time. The employer will also provide scheduled breaks and abide by rest period requirements in accordance with 8 Cal. Code Regulations 3456(c)(4). All provisions will be followed unless as stated in 8 Cal. Code Regulations 3456 subsection (d)(1-4). • Clean and washes different types of equipment, vehicles and machinery. • May be assigned to install and collect mice traps in production fields. • Transport equipment to different locations. • Conduct company errands as assigned. • Clean and clear debris. • Safely operate a variety of tools including pressure washers. • Maintain a safe working environment and use appropriate personal protective equipment. • Comply with company policies, safety regulations and legal guidelines. • Performs other tasks as assigned. Qualifications: • Comfortable working with small equipment or ability to learn new skills. • Team player and effective collaborator. • Ability to perform tasks quickly and accurately. • Self-motivated with a strong work ethic. Selection Guidelines: • Some experience in farming including the operation of tractors and other farm equipment; or any equivalent combination of training and experience. Physical Requirements: • Communicates orally with management and co-workers by telephone or in person. • Required to stand and walk for extended periods of time during work shift. • Routinely required to stoop, bend, kneel, lift, and reach, in the performance of job function. Requires the essential use of hands, speech, eyesight, and hearing. • Spend most of the time outdoors, exposed to potentially difficult environment conditions. • Lifting limitations for this position: 30-50 lbs.			

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: The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment/tools; housing or furnishings (beyond normal wear and tear) caused by the worker (if any)- The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments if applicable; cash advances, if applicable; 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			

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



H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) * Minimum Job Qualifications: 3 months experience in baby leaf field work (harvest and/or irrigation) or 3 months experience as agricultural equipment operator (tractor driver)/harvest machine operator or 3 months experience in commercial truck driving or 3 months experience as a welder or 3 months experience agriculture equipment (tractors, motors, etc.) and auto mechanic. Workers must be able to lift 50 lbs. frequently. Work is performed outdoors in open fields and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal outdoor grove 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.			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * 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. The use of this transportation is voluntary.			

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



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 - Full Job Title
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Field Workers (Irrigation, Harvest, Truck Driver, Agricultural Equipment Mechanic, Agricultural Equipment Operator, Welder)			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Itinerary
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will be working at all locations simultaneously throughout the contract period: October 7, 2022 through March 31, 2023.			



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

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 - Additional Job Duties Part I
3. Details of Material Term or Condition (up to 3,500 characters) * Agricultural Truck Driver: <ul style="list-style-type: none"> Comply with state and federal truck driving rules and regulations (logbooks, size, weight, route designations, parking and break periods) as well as with company policies and procedures. Maneuver trucks into loading or unloading positions. Keep record of pre-trip and post-trip inspections. Inspect trucks for mechanical items and safety issues and perform preventative maintenance. Fastens chains or binders to secure load on trailer during transit. Loads, unloads or assists in loading and unloading truck. Follow safety procedures (i.e. wear protective eye wear, safety gloves and yellow vests when needed). Pick-up and carry paper records of the goods being transported, in the event of a D.O.T. roadside inspection. Timely transportation of product from origin to destination as assigned. Operate Thermo King (reefer). Ability to move double trailers and truck's weight. Keep all delivery tickets. Operate a pallet jack, forklift and tractors. Transport harvest machinery. Report any breakdowns or any other emergencies which may cause delays on pickup and delivery of cargo. Follow applicable traffic laws. Drive safely and at the speed limit. Continued training and education. Be able to handle a truck / pipe to irrigate roads and yards. Basic knowledge of general mechanics. Drive / Operate Medium Duty Farm Tractors. Use a pressure machine to wash tractors, trucks, and harvest equipment. Pick-up and drop off trucks each day at 2309 E. HWY 98, Holtville, California 92250. Transport Heritage Farms' produced crops to the following cooler locations, which are not worksites since the drivers' commute to the primary truck and drop-off location each day and spend an unsubstantial amount of time at the cooler drop-off locations: <ul style="list-style-type: none"> 6435 Gila Ridge Rd, Yuma, AZ 85365; 4102 S Avenue 3 1/2 E, Yuma, AZ 85365; 616 Bruce Church Loop, Yuma, AZ 85365; 3725 S Avenue 3 1/2 E, Yuma, AZ 85365; 4101 S Ave 3 1/4 E, Yuma, AZ 85365; 521 Olive Ave, Holtville, CA 92250; and 2255 Meion Rd, Holtville, CA 92250. Qualifications: <ul style="list-style-type: none"> Proven work experience as a truck driver. Class A CDL commercial driver license or foreign equivalent Extensive knowledge of applicable truck driving rules and regulations. Adaptability and foresight to handle unexpected situations (traffic, weather conditions, etc.) 			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties Part II
3. Details of Material Term or Condition (up to 3,500 characters) * Physical Requirements: <ul style="list-style-type: none"> Driving environment: 70-80% of on-duty time will be in the truck. Exposed to noise and vibration levels which may be higher than those experienced in passenger cars. Drivers may also spend some time outdoors, exposed to potentially difficult environment conditions. Communicates orally with management, employees, co-workers, vendors, and the general public by telephone or in person, in one-on-one or group settings. Regularly uses a telephone. Required to stand, walk, and sit for extended periods of time during work shift. Routinely required to stoop, bend, kneel, lift, and reach, in the performance of job function. Requires the essential use of hands, speech, eyesight, and hearing. Lifting limitations for this position: 30-50 lbs. Vision requirements include close and distance vision, color vision, peripheral and depth vision, and the ability to adjust focus as needed. Must be able to pass random and required drug and alcohol tests. Drug screening is post-offer, post-hire, can be random and is at no cost to the worker. Agricultural Equipment Mechanic This responsibility falls under the FLSA definition of secondary agriculture since the job duties are incidental and in conjunction with Heritage Farms' farming operations <ul style="list-style-type: none"> Work on Agricultural Equipment like tractors and motors Inspect vehicle engine and mechanical/electrical components to diagnose issues accurately. Inspect vehicle computer and electronic systems to repair, maintain and upgrade. Conduct routine maintenance work (replacing fluids, lubricating parts etc.) aiming to vehicle functionality and longevity. Schedule future maintenance sessions and advise motorists on good vehicle use. Repair or replace broken or dysfunctional parts and fix issues (e.g. leaks). Provide accurate estimates (cost, time, effort) for a repair or maintenance job. Keep logs on work and issues. When needed, fabricates special lifting or towing attachments, hydraulic systems, shields, or other devices according to blueprints or schematic drawings. Maintain equipment and tools in good condition. Maintain a safe working environment and use appropriate personal protective equipment. Comply with company policies, safety regulations and legal guidelines. May perform harvesting duties Other duties as assigned. Qualifications: <ul style="list-style-type: none"> Three months experience agriculture equipment (tractors, motors, etc.) and auto mechanic Working knowledge of mechanical, electrical and electronic components of vehicles. Working knowledge of vehicle diagnostic systems and methods. Ability to handle various tools (e.g. pliers) and heavy equipment (e.g. lift). Willingness to observe all safety precautions for protections against accidents, dangerous fluids, chemicals etc. Familiarity with government regulations, local issues, safety protocols and procedures. 			



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

H. Additional Material Terms and Conditions of the Job Offer**i. Job Offer Information 9**

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties Part III
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Physical Requirements: <ul style="list-style-type: none"> • Communicates orally with management, employees, co-workers, vendors, and the general public by telephone or in person, in one-on-one or group settings. • Regularly uses a telephone, computer (e-mail) and fax for communication. • Required to stand, walk, and sit for extended periods of time during the course of work shift. • Routinely required to stoop, bend, kneel, lift, and reach, in the performance of job function. • Requires the essential use of hands, speech, eyesight, and hearing. • Exposed to moving mechanical parts; fumes or airborne particles; and toxic or caustic chemicals. • Exposed to high noise and vibration levels. • Lifting limitations for this position: 30-50 lbs. • Vision requirements include close and distance vision, color vision, peripheral and depth vision, and the ability to adjust focus as needed. • Must be able to pass random and required drug and alcohol tests. • Spend significant time outdoors, exposed to potentially difficult environment conditions. • Welder (Agricultural Equipment): This responsibility falls under the FLSA definition of secondary agriculture since the job duties are incidental and in conjunction with Heritage Farms' farming operations • Welding will be for agriculture equipment including trailers, harvesters and irrigation pipes • Take or read measurements to plan layout and procedures. • Determine the appropriate welding equipment or method based on requirements. • Set up components for welding according to specifications (e.g. cut material with powered saws to match measurements). • Operate angle grinders to prepare the parts that must be welded. • Align components using calipers, rulers etc. and clamp pieces. • Weld components using manual or semi-automatic welding equipment in various positions (vertical, horizontal or overhead). • Repair machinery and other components by welding pieces and filling gaps. • Test and inspect welded surfaces and structure to discover flaws. • Maintain equipment in a condition that does not compromise safety. • Maintain a safe working environment and used appropriate personal protective equipment. • Comply with company policies, safety regulations and legal guidelines. Qualifications: <ul style="list-style-type: none"> • 3 months experience as a welder. • Experience using a variety of welding equipment and procedures. • Experience in using electrical or manual tools (saws, squares, calipers etc.). • Knowledge of relative safety standards and willingness to use protective clothing (face-shield, gloves etc.). • Dexterity and attention to detail. • Comfortable working with large and small equipment. • Good communication skills, oral and written. • Time-management. • Self-motivated with a strong work ethic. 			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties Part IV
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Physical Requirements: <ul style="list-style-type: none"> • Communicate orally with management and co-workers by telephone or in person. • Required to stand and walk for extended periods of time during work shift. • Routinely required to stoop, bend, kneel, lift, and reach, in the performance of job function. • Requires the essential use of hands, speech, eyesight, and hearing. • Spend most of the time outdoors, exposed to potentially difficult environment conditions. • Lifting limitations for this position: 30-50 lbs. • Vision requirements include close and distance vision, color vision, peripheral and depth vision, and the ability to adjust focus as needed. • Must be able to pass random and required drug and alcohol tests. Agricultural Equipment Operator (Tractor Driver)/Harvest Machine Operator Duties: <ul style="list-style-type: none"> • Drive and perform regular maintenance and repairs of tractors/harvesting machine and other agricultural equipment. • Operate tractors or harvesting machines safely and efficiently. • Perform inspections of tractors or harvesting machines and accessories such as bulldozers, rollers and plows, and make sure they are well lubricated. • Use tractors to transport materials and pull or push agricultural equipment. • Operation of tractors with laser leveling equipment to prepare the fields. • Report any faults or concerns to the Supervisor and other relevant stakeholders. • Remain alert while driving and servicing the tractor or harvesting machine, and maintain the appropriate speed limit at all times. • Carrying out minor repairs on tractors or harvesting machines and agricultural machinery. • Be extremely careful with employees around the team • Work on cleaning herbs in agricultural fields by hand and with elevations. • Work in the different positions in the Harvest crew such as packing, loading the boxes on pallets, assembling the boxes for packaging, moving the aluminum pipes that are used to water the fields. • Clean grass roads and garbage near the fields, debris if necessary. • Work with the irrigation department during the day or night when there is a need to water the fields. • Work in the cooler where the product is cooled by loading and unloading the pallets with product manually and with the help of a forklift. • Occasionally perform general harvesting duties • No supervisory duties Qualifications: <ul style="list-style-type: none"> • Three months experience in a similar tractor or machine operator job • The ability to identify and react appropriately to hazards. • Extensive knowledge of heavy equipment. • Experience in the maintenance of tractors and other agricultural equipment 			

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



H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties Part V
3. Details of Material Term or Condition (up to 3,500 characters) * Physical Requirements: Communicate with Supervisor or co-workers or/or suppliers and the general public either by phone or in person. Regularly use a computer phone (email) and fax for communication. Must be able to stand, walk and sit for long periods of time during workday. Must be able to stand, crouch, bend, kneel, lift and reach, in the performance of the function of their work. Essential use of hands, speech, sight and hearing is required. Exposure to moving mechanical parts; fumes or particles in the air; and toxic or caustic chemicals. Exposure to high levels of noise and vibration. Lifting limitations for this position: 30-50 lbs. Vision requirements include near and far vision, color vision, peripheral and depth vision, and the ability to adjust focus as needed. • Must be able to pass random and required drug and alcohol tests. Drug screening is post-offer, post-hire, can be random and is at no cost to the worker. Spend a lot of time outdoors and exposure to potentially difficult environmental conditions Employees are given an equal opportunity to perform the tasks they are qualified to perform.			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Payday Information
3. Details of Material Term or Condition (up to 3,500 characters) * Payday: Payroll Periods will be every week. Workers will be paid every Thursday. Paychecks will be given directly to the worker, if still in the employment of the employer, or mailed to the address on the worker's employment application or any more recent change of address notification provided by the worker. Photo identification may be required to receive a paycheck. In the event it is necessary for someone other than the worker to pick up the worker's paycheck, an authorization form signed by the worker and approved by the worker's supervisor must be in the possession of the employer.			



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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Workers Compensation Information
3. Details of Material Term or Condition (up to 3,500 characters) * Worker's Compensation: All employees are covered by workers' compensation insurance in accordance with California law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period. A workers' compensation and employer's liability insurance policy is held by Heritage Farms covering the Workers Compensation Law of the State of California. Insurance coverage is provided by Zenith Insurance Company. Zenith Insurance Company, Policy Number: M1310001, Dates: 10/25/2021-10/25/2022.			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - COVID19 Precations
3. Details of Material Term or Condition (up to 3,500 characters) * COVID-19 PRECAUTIONS: 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. Housing: Isolation/self-quarantine housing will be available on or off-site. Alternative emergency housing may be coordinated through the county's emergency services at the time of need if on/off site isolation/quarantine housing is filled to capacity. 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. COVID-19 Testing and Vaccinations: The employer is mandating testing and vaccinations prior to crossing the U.S. border at the company's expense. In the United States, employees will be given an opportunity thru the company's approved providers for vaccinations free of charge. 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. COVID-19 Testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols: (b) COVID-19 testing. (1) The employer shall make COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except: (A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection (a). (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. (2) COVID-19 testing shall consist of the following: (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. (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).			

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



H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Training and Production Standards
3. Details of Material Term or Condition (up to 3,500 characters) * TRAINING: The employer will provide a 1-day training session from each worker's initial date of employment. Workers will be allowed 7 days (break-in period from the initial date of employment to reach the production standards of the activity). PRODUCTION STANDARDS: After completion of the training (1 day) and break-in period (7 days) from a worker's initial date of employment, workers will be expected to meet the following production standards: Each worker will be required to work at a normal work pace and keep up with the rest of the crew (85-90% effort level).			

p. Job Offer Information 16

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



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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Daily Transportation Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 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.			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Work Hours
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The anticipated work week is an average of 40 hours unless Acts of God or labor disputes make such a work week impracticable. The normal work week is 8 hours per day excluding lunch and breaks, Monday through Friday, 7:00 a.m. to 2:30 p.m., and occasionally five hours on Saturday, 7:00 a.m. to 12:00 p.m. The worker may be requested, but not required, to work on Sundays or Federal Holidays depending upon the conditions in the fields or orchards, weather and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays. The Employer abides by California Wage Order 14 for designated activities covered by Wage order 14. The employer will abide by the seventh (7) day of rest rules. Employer will abide by the double time rules of Wage Order 14. (i.e. Agricultural employees are generally entitled to time and one-half pay for the first eight hours worked on the seventh consecutive day of work in any given workweek, and double-time pay for all work performed in excess of eight hours on the seventh consecutive day of work in any given workweek.) Workers are notified of any change in the start time. An unpaid lunch break of 30 minutes and two paid 10-minute work breaks are provided. On work days of less than 5 hours no lunch break will be provided. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer. 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. All workers not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information will be used to notify the worker not to report to work due to inclement weather or when work is not available or to notify the worker of any change in the worker's daily work schedule, or for any other reason. Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.			



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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Offered Wage Information
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Offered Wage: Workers will be guaranteed 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 guarantee the required wage for work performed in California (\$17.51 per hour, unless the wage methodology changes by government or legal action). Truck drivers will be paid \$19.01 per hour when truck driving. Higher or different wage rates may apply during contract period based on market conditions and/or crop/job activity, but no less than the required wage rate. 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 guarantees that if the piece rate results in an average hourly wage rate below the required wage, the employer will pay workers no less than the required hourly wage. If the OFLC publishes a lower AEWR during the H-2A period of employment, the employer may pay the lower rate as long as it remains the highest of the AEWR, state or federal minimum wage, prevailing hourly wage, or piece rate, or collective bargaining wage.</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 (or there is a No Finding), Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.</p> <p>Overtime: The overtime rate for agricultural workers will be paid at 1.5 times the AEWR (\$17.51) at \$26.27 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 consecutive work in the workweek. Truck drivers are exempt from federal and California overtime requirements and will not receive overtime for truck driving duties.</p>			

t. Job Offer Information 20

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part I
<p>3. Details of Material Term or Condition (up to 3,500 characters) * 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.</p> <p>Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy, and will be maintained in compliance with applicable standards during the period of occupancy. 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 Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor).</p> <p>Family housing:</p> <p>As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Imperial County, California, to provide family housing.</p> <p>Workers may be reached at the following address and phone number: Address: 2309 E US HWY 98, Holtville, California 92250. Phone: (760) 550-5804 (Jesus Rios) 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 Jesus Rios at the above number.</p> <p>Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.</p> <p>The Company 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 or provided transportation from their elected housing to pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working.</p>			



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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part II
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>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.</p> <p>No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p> <p>Reasonable repair costs of damage other than that cause by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage or loss is caused by dishonest or willful act or by the gross negligence of the employee.</p>			

v. Job Offer Information 22

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Meal Provision information
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>No rebate will be made if a worker fails to take advantage of an employer-prepared meal. Employer will pay caterer directly. Caterer name and phone number: Mi Casita, (760) 357-5983. Breakfast, a sack lunch, and dinner will be served at housing. Utensils will be provided. Food will be stored in containers to preserve proper temperature for hot or cold lunches.</p> <p>Workers occupying employer-provided housing who are absent from work due to a reported illness will be provided with instructions about when and how to request their meals during days when any meals are provided at the work site.</p>			



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

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Number of Workers
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Heritage Farms seeks certification for 69 workers. The total number of workers for this contract is 72. Of the 72 workers 3 are domestic workers who we anticipate will not need housing.			

x. Job Offer Information 24

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements Part I
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 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. Workers must listen to, understand and follow instructions of company supervisors and managers. Workers are expected to assist in maintaining work areas and company property in a neat and clean condition by not littering. Lunch must be eaten in the assigned area(s) away from the employee's work site. Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the harvesting operation dictate. Workers must perform the assigned work, and work at the assigned crew/field site, and may not switch assignments or crew/field site without the specific authorization of a company supervisor. Workers may be re-assigned to a different workstation at various times during the workday and/or on different days. Workers will be expected to comply with all provisions of this Clearance Order and the employer's work rules policies and procedures, and to perform any and all assigned tasks in a professional and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. Heritage Farms endeavors to produce a premium product. This is a demanding, competitive business. A high-quality product is expected and demanded by our customers. Sloppy or improper work cannot and will not be tolerated.			

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



H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements Part II
3. Details of Material Term or Condition (up to 3,500 characters) * All safety rules and instructions must be meticulously observed throughout the work day. All Heritage Farms rules, policies and procedures must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules, policies and procedures will be provided to each worker on or before the first day of work. Failure to comply with Company policies and/or meet expectations will result in application of specified disciplinary procedures, up to and including termination. No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the worksite or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home. Employees must not report for work, enter the work site or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform service, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The employer may require the worker to submit to a drug test at the employer's expense upon the occurrence of a reportable accident or upon reasonable suspicion. Drug Screening is post offer, post hire, can be random, and is at no cost to the worker.			

z. Job Offer Information 26

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - CA Tax ID
3. Details of Material Term or Condition (up to 3,500 characters) * CA Tax ID: 044-8431-7.			



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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Additional Inbound/Outbound Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For workers who complete 50 percent of the work period, the Company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the Company which is the place of recruitment. 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 airplane tickets for the H-2A workers to travel from the place of recruitment, to the Border, at no charge to the workers. Then the Employer will provide company vehicles 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 company vehicles for the workers to travel from the place of employment to the Border. The Employer will also provide transportation or purchase plane tickets 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. The Employer will advance outbound transportation and subsistence costs to domestic workers who came to work for the Employer from outside a reasonable commute distance.</p> <p>Subsistence for inbound and outbound transportation will be reimbursed at the rate of \$14.00 per day without documentation and of actual expenditures, and at actual cost up to a maximum of \$59.00 per day with documentation of actual expenditures. The amount of reimbursement for transportation shall be the worker's actual cost, but not more than the most economical and reasonable common carrier transportation charges for the distance involved.</p>			

. Job Offer Information 28

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

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



H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 29

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

. Job Offer Information 30

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>) *			