

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		
		247		232				
3. Begin Date * 10/24/2022						4. End Date * 4/16/2023		
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 * a. <u>6</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM b. <u>1</u> : <u>30</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
35		a. Total Hours		7		c. Monday		7
0		b. Sunday		7		d. Tuesday		7
						e. Wednesday	7	
						f. Thursday	0	
						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>14</u> <u>79</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>00</u> <u>06</u>		Broccoli Florets lb. TOTES 11.5" x12" x 19.5"		
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): <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. *	1	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input 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? *	<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 *			
Taylor Farms Abbott Ranch 1-6 County 18th St S & S Ave E			
2. City *	3. State *	4. Postal Code *	5. County *
Somerton	Arizona	85350	Yuma
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
Harvesting will take place in various fields in and around Yuma County, Arizona and Imperial County, and consists of one area of intended employment as defined in 20 CFR §655.103(b). 85 miles from the housing site is considered a standard commute distance in Yuma/Imperial region. Harvesting will be completed at the listed locations which are owned or operated by Fresh Express Inc. and Taylor Farms California Inc. (Growers).			
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 *			
Tropicana Motel located at 2115 S 4th Ave			
2. City *	3. State *	4. Postal Code *	5. County *
Yuma	Arizona	85364	Yuma
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Hotel		25	130
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) *			
Tropicana Motel located at 2115 S 4th Ave, Yuma, AZ 85364. Tropicana Motel will provide D & J Packing with accommodations for 130 workers during the contract period. Tropicana Motel will offer D & J Packing 25 rooms. Each room accommodates 2-10 workers. Each worker will be provided with their own bed. Coin-operated laundry is available onsite at no cost to workers. Wash tubs are available onsite.			
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

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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 living in employer provided housing without kitchen facilities will receive three meals per day, seven days a week, by El Sandillon, Antonio Gutierrez, (831) 484-3748. 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 employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing. The employer will provide 3 meals per day. Mealtimes may vary by the needs of the employee's work schedules. See Addendum C.

2. If meals are provided, the employer: *	<input type="checkbox"/> WILL NOT charge workers for such meals.
	<input checked="" type="checkbox"/> WILL charge workers for such meals at \$ <u>14</u> . <u>00</u> per day per worker.

F. Transportation and Daily Subsistence

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

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

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

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G. Referral and Hiring Instructions

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

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

See Addendum C

2. Telephone Number to Apply *

+1 (831) 417-6284

3. Email Address to Apply *

fvalencia@dandjpacking.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).

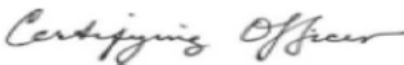


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17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:

- 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 \$
Giannini	Dirk	
4. Title *		
General Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By 		9/8/2022

Employment Service Statement

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

Public Burden Statement (1205-0466)

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



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Broccoli Crowns	\$ 01 . 10	Piece Rate	\$1.1000 unit (cartons, totes or RPC's) 11.5" x12" x 19.5"
	Broccoli Stalks	\$ 00 . 02	Piece Rate	\$0.0225 lb. (totes) 11.5" x12" x 19.5"
	Broccoli Spears	\$ 00 . 06	Piece Rate	\$0.0600 lb. (totes) 20" x 13" x 22"
	Broccoli 5X5 Spears	\$ 00 . 02	Piece Rate	\$0.0225 lb. (totes) 20" x 13" x 22"
	Broccoli 14's	\$ 01 . 05	Piece Rate	\$1.0500 unit (cartons, totes or RPC's) 11.5" x12" x 19.5"
	Broccoli 14's wrap	\$ 01 . 20	Piece Rate	\$1.2000 unit (cartons, totes or RPC's) 11.5" x12" x 19.5"
	Broccoli 16/s	\$ 01 . 05	Piece Rate	\$1.0500 unit (cartons, totes or RPC's) 11.5" x12" x 19.5"
	Broccoli 18's	\$ 01 . 05	Piece Rate	\$1.0500 unit (cartons, totes or RPC's) 11.5" x12" x 19.5"
	Broccoli Export 38's	\$ 01 . 20	Piece Rate	\$1.2000 unit (cartons) 13" x 13" x 19.5"
	Broccoli Export 42's	\$ 01 . 20	Piece Rate	\$1.2000 unit (cartons) 13" x 13" x 19.5"



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Head Lettuce 30's Liner	\$ 01 . 30	Piece Rate	\$1.30 unit (cartons) 12" x 24" x 16"
	Head Lettuce 24's Wrap	\$ 01 . 60	Piece Rate	\$1.60 unit (cartons) 12" x 24" x 16"
	Head Lettuce 24's Liner	\$ 01 . 25	Piece Rate	\$1.25 unit (cartons) 12" x 24" x 16"
	Head Lettuce 30's Wrap	\$ 01 . 65	Piece Rate	\$1.65 unit (cartons) 12" x 24" x 16"
	Mix Leaf 6's Naked	\$ 00 . 35	Piece Rate	\$0.35 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 6"
	Mix Leaf 6's Liner	\$ 00 . 45	Piece Rate	\$0.45 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 6"
	Mix Leaf 6's Wrap	\$ 00 . 50	Piece Rate	\$0.50 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 6"
	Mix Leaf 12's Naked	\$ 00 . 60	Piece Rate	\$0.60 unit (cartons, totes, RPCs or mini bins) 12"x 20" x 9"
	Mix Leaf 12's Liner	\$ 00 . 65	Piece Rate	\$0.65 unit (cartons, totes, RPCs or mini bins) 12"x 20" x 9"
	Mix Leaf 12's Bikini Sleeve	\$ 00 . 70	Piece Rate	\$0.70 unit (cartons, totes, RPCs or mini bins) 12"x 20" x 9"



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Mix Leaf 12's Wrap	\$ 00 . 90	Piece Rate	\$0.90 unit (cartons, totes, RPCs or mini bins) 12"x 20" x 9"
	Mix Leaf 18's Naked	\$ 00 . 90	Piece Rate	\$0.90 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x 11"
	Mix Leaf 18's Liner	\$ 00 . 95	Piece Rate	\$0.95 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x 11"
	Mix Leaf 18's Bikini Sleeve	\$ 01 . 00	Piece Rate	\$1.00 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x 11"
	Mix Leaf 24's Naked	\$ 00 . 95	Piece Rate	\$0.95 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x 11"
	Mix Leaf 24's Liner	\$ 01 . 05	Piece Rate	\$1.05 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x 11"
	Mix Leaf 24's Bikini Sleeve	\$ 01 . 30	Piece Rate	\$1.30 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x 11"
	Mix Leaf 24's Naked Twist Ties	\$ 01 . 50	Piece Rate	\$1.50 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x 11"
	Mix Leaf 4X6 Bagged	\$ 01 . 20	Piece Rate	\$1.20 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x 11"
	Mix Leaf 24's Naked Export	\$ 00 . 95	Piece Rate	\$0.95 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x 11"



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Mix Leaf 30's - 35's ct Naked	\$ 01 . 35	Piece Rate	\$1.35 unit (cartons, totes, RPCs or mini bins) 15" x 28" x 20"
	Mix Leaf 30's - 35's ct Liner	\$ 01 . 40	Piece Rate	\$1.40 unit (cartons, totes, RPCs or mini bins) 15" x 28" x 20"
	Mix Leaf 36's - 39's ct Naked	\$ 01 . 45	Piece Rate	\$1.45 unit (cartons, totes, RPCs or mini bins) 15" x 28" x 20"
	Mix Leaf 36's - 39's ct Liner	\$ 01 . 50	Piece Rate	\$1.50 unit (cartons, totes, RPCs or mini bins) 15" x 28" x 20"
	Mix Leaf 40's - 48's ct	\$ 01 . 55	Piece Rate	\$1.55 unit (cartons, totes, RPCs or mini bins) 15" x 28" x 20"
	Mix Leaf 49's - 72's ct	\$ 01 . 62	Piece Rate	\$1.62 unit (cartons, totes, RPCs or mini bins) 15" x 28" x 20"
	Romaine 6's Naked	\$ 00 . 35	Piece Rate	\$0.35 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 6"
	Romaine 6's Liner	\$ 00 . 45	Piece Rate	\$0.45 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 6"
	Romaine 12's Naked	\$ 00 . 60	Piece Rate	\$0.60 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 9"
	Romaine 12's Liner	\$ 00 . 65	Piece Rate	\$0.65 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 9"



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Romaine 12's Bikini Sleeve	\$ 00 70	Piece Rate	\$0.70 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 9"
	Romaine 12's Wrap	\$ 00 90	Piece Rate	\$0.90 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 9"
	Romaine 15's Naked	\$ 00 60	Piece Rate	\$0.60 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 9"
	Romaine 16's Naked	\$ 00 60	Piece Rate	\$0.60 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 9"
	Romaine 16's Liner	\$ 00 65	Piece Rate	\$0.65 unit (cartons, totes, RPCs or mini bins) 12" x 20" x 9"
	Romaine 18's Naked	\$ 00 90	Piece Rate	\$0.90 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x11
	Romaine 18's Liner	\$ 00 95	Piece Rate	\$0.95 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x11
	Romaine 18's Wrap	\$ 01 20	Piece Rate	\$1.20 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x11
	Romaine 24's Naked	\$ 00 95	Piece Rate	\$0.95 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x11
	Romaine 24's Liner	\$ 01 05	Piece Rate	\$1.05 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x11



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Romaine 24's Bikini sleeve	\$ 01 . 30	Piece Rate	\$1.30 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x11
	Romaine 4X6 Bagged	\$ 01 . 20	Piece Rate	\$1.20 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x11
	Romaine 50lb	\$ 01 . 50	Piece Rate	\$1.50 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x11
	Romaine Hearts Loose Pack	\$ 01 . 80	Piece Rate	\$1.80 unit (cartons or RPCs) 16"x 24" x 16"
	Romaine Hearts 40's - 48's ct	\$ 02 . 05	Piece Rate	\$2.05 unit (cartons or RPCs) 16"x 24" x 16"
	Romaine Hearts 12 X 3	\$ 01 . 80	Piece Rate	\$1.80 unit (cartons or RPCs) 16"x 24" x 16"
	Romaine Hearts 7 X 6	\$ 02 . 16	Piece Rate	\$2.16 unit (cartons or RPCs) 16"x 30" x 16"
	Mix Leaf 18's Wrap	\$ 00 . 90	Piece Rate	\$.90 unit (cartons, totes, RPCs or mini bins) 15" x 32.5" x 11"
	Romaine	\$ 17 . 51	Hour	\$17.51 CA hour
	Romaine	\$ 14 . 79	Hour	\$14.79 AZ Hourly rate



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Romaine Repack	\$ 17 . 51	Hour	\$17.51 CA hourly rate
	Romaine Repack	\$ 14 . 79	Hour	\$14.79 AZ hourly rate
	Multi Leaf	\$ 14 . 79	Hour	\$14.79 AZ hourly rate
	Broccoli	\$ 14 . 79	Hour	Broccoli \$14.79 AZ hourly rate
	Broccoli Repack	\$ 14 . 79	Hour	\$14.79 AZ hourly rate
	Head Lettuce	\$ 14 . 79	Hour	\$14.79 AZ hourly rate
	Head Lettuce Repack	\$ 14 . 79	Hour	\$14.79 AZ hourly rate
	Mix Leaf (BU, GL, RL)	\$ 14 . 79	Hour	\$14.79 AZ hourly rate
	Mix Leaf Repack	\$ 14 . 79	Hour	\$14.79 AZ hourly rate
	Leafy Green	\$ 14 . 79	Hour	\$14.79 AZ hourly rate



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Spinach	\$ 14 . 79	Hour	\$14.79 AZ hourly rate
	Broccoli	\$ 17 . 51	Hour	Broccoli \$17.51 CA hourly rate
	Broccoli Repack	\$ 17 . 51	Hour	\$17.51 CA hourly rate
	Head Lettuce	\$ 17 . 51	Hour	\$17.51 CA hourly rate
	Head Lettuce Repack	\$ 17 . 51	Hour	\$17.51 CA hourly rate
	Mix Leaf (BU, GL, RL)	\$ 17 . 51	Hour	\$17.51 CA hourly rate
	Mix Leaf Repack	\$ 17 . 51	Hour	\$17.51 CA hourly rate
	Mix Leaf 73 ct & up	\$ 17 . 51	Hour	\$17.51 CA hourly rate
	Multi Leaf	\$ 17 . 51	Hour	\$17.51 CA hourly rate
	Leafy Green	\$ 17 . 51	Hour	\$17.51 CA hourly rate

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Spinach	\$ 17 . 51	Hour	\$17.51 CA hourly rate
	Work performed in CA	\$ 17 . 51	Hour	AEWR guaranteed for work performed in CA
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		



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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 §
Taylor Farms	Arnold: 1-5 Arnold Rd & Yuma Rd Winterhaven, California 92283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Ave G 1-4 W County 15th St & S Ave G Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Bar Diamond Ranch 149-152 W County 17th St & S Ave F Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Bar Diamond Ranch 153,154 W County 17th St & S Ave G Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Bar Diamond Ranch 155-158 W County 17th St & S Ave H Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Bar Diamond Ranch 159, 160 W County 17th St & S Ave H Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Bar Diamond Ranch 161, 162 US-95 & W County 17th St Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Bar Diamond Ranch 163-166 County 19th St S & S Ave G Gadsden, Arizona 85336 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Bates Ranch 1-4 W County 15th St & S Avenue F Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	BIA # 154 681-685 Jackson Rd & 5th St Bard, California 99283 IMPERIAL		10/24/2022	4/16/2023	232



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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 §
Taylor Farms	BIA #113 634-635 Picacho Rd & San Pascual Rd Winterhaven, California 92283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	BIIA #168 641 Ross Rd & Baseline Rd Bard, California 99283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Blaisedale Ranch 39, 42-44, 46, 49-52, 54-56 Hwy 95 & Ave 12 E Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Blanca Ranch 1-12 County 10th St & S Ave 26 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Blohm Ranch 168 Hwy 95 & S Avenue G 1/2 Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Blohm Ranch 169 Hwy 95 & S Avenue H Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Boelts Ranch 41-48 Old Hwy 80 & S Ave 26 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Brosie 101- 104 E County 9th St & Ave 28 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Brosie 111- 132 E County 9th St & Ave 29 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Brown Home 11-16 US -95 N & S Ave 9 E Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232



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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 §
Taylor Farms	Buchanan - East 6,3 10 E County 8th St & S Ave 21 E Dome Valley, Arizona 85365 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Buchanan-East 8-12 E County 8th St & S Ave 21 E Dome Valley, Arizona 85365 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Buchanan-River 21-24 E County 8th St & S Ave 19 E Dome Valley, Arizona 85365 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Carter W County 15th St & S Avenue D Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Cates Ranch 1-6 E County 10th St & S Ave 22 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Cloud 2 1-2 W Parkman Rd & Mcdaniel Rd Bard, California 99283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Cloud 3 1-2 Hoppe Rd & Mcdaniel Rd Bard, California 99283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Coley Ranch 1-2' Arnold Rd & Cocopah Rd Winterhaven, California 92283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Cooper Ranch 172-175 W County 9th St & Somerton Ave Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Curtis Ranch 1,2 W County 15th St & S Avenue G Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232



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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 §
Taylor Farms	Daniel 1-3 County 11th St & Ave F Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Davis Ranch 1, 2 W County 14th St & Somerton Ave Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Diablo Ranch 1-5 County 10th St & Ave 29 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	DVF 15 E County 4th St & S Ave 18 E Dome Valley, Arizona 85365 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	DVF 35,36,38-41,43,44 E County 6th St & S Ave 17 E Dome Valley, Arizona 85365 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	DVF 37 E County 5th St & S Ave 18 E Dome Valley, California 85365 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	DVF 37-34 E County 5th St & S Ave 18 E Dome Valley, California 85365 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	DVF 63 1, 7 E County 4th St & S Ave 17 E Dome Valley, Arizona 85365 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	DVF 9 E County 4th St & Ave 16 E Dome Valley, Arizona 85365 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	East Woodhouse 2342-2351 E County 4th St & S Ave 41 E Roll, Arizona 85347 YUMA		10/24/2022	4/16/2023	232



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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 §
Taylor Farms	Fairview Ranch 1-17 E County 10th St & S Ave 24 E Wellton, Arizona 85356		10/24/2022	4/16/2023	232
Taylor Farms	Ferguson S County 19th St & S Avenue I Somerton, Arizona 85350		10/24/2022	4/16/2023	232
Taylor Farms	Fresh Innovations 349-355 Laguna Dam Rd & E County 6th St Yuma, Arizona 85364		10/24/2022	4/16/2023	232
Taylor Farms	Gila Monster 101-110,114-116,118-119,142-144,146-148,158-163,171,178-181,189-190,197-198 S Ave 9 E & E Buckshot Road Gila Valley, Arizona 85365		10/24/2022	4/16/2023	232
Taylor Farms	Gray Ranch 140-142 County 10th St & S Avenue D Yuma, Arizona 85364		10/24/2022	4/16/2023	232
Taylor Farms	Grout Holdings Ranch 372, 374 US-95 & S Ave 9 E Yuma, Arizona 85364		10/24/2022	4/16/2023	232
Taylor Farms	Grout Ranch 1-10' W County 12th & S Ave G Yuma, Arizona 85364		10/24/2022	4/16/2023	232
Taylor Farms	Grover East Ranch 1 County 6th St & S Ave 39 E Roll, Arizona 85347		10/24/2022	4/16/2023	232
Taylor Farms	Harvey Ranch 1-11 US-95 N & S Ave 10 E Yuma, Arizona 85364		10/24/2022	4/16/2023	232



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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 §
Taylor Farms	Hicks Ranch 1-4 E County 5th St & S Ave 38 E Roll, Arizona 85347 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Higby Ranch Blocks 5, 6, 7,8,9 (organic transition) ,2,3,4,10 through 19 Conv. County 13th St & Avenue G Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Honeycutt #32 5, 12 Old Hwy 80 & S Ave 26 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Keen Ranch 2-6 S Gila Levee Rd & S Ave 16 E Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	KSJ W County 17th St & S Ave D Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Martinez Ranch #630 Mcdaniel Rd & 7th St Winterhaven, California 92283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Middle Rice Ranch 1-5 US-95 N & S Ave 13 E Gilla Valley, Arizona 85365 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Molina 23-31,34,38 E County 5th St & Laguna Dam Rd Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Molina Ranch E County 5th St & Laguna Dam Rd Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	N Boelts Ranch 1-3 E County 9th St & Ave 28 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232



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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 §
Taylor Farms	Olague 1-9 Olague Rd & Araz Rd Winterhaven, California 92283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Picacho 1-4 Picacho Rd & 5th St Winterhaven, California 92283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Potter 1-10 W County 12th St & S Ave H Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Pratt Home Ranch 43-46 E County 8th St & S Ave 19 E Dome Valley, Arizona 85365 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Ranch C38 1-2 Cocopah Rd & 5th St Winterhaven, California 92283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	S Fletcher Ranch 3, 4, 7, 8 W County 14th St & Somerton Ave Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Smith 1-12 US -95 N & S Ave 7 E Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Snyder 506, 507, 537, 538, 541, 517, 542, 543, 546, 547, 550, 552, 553, 569, 567, 563, 556, 561, E County E. 9th St & Ave YUMA		10/24/2022	4/16/2023	232
Taylor Farms	State Lease Ranch 1-4' County 21st St S & US-95 San Luis, Arizona 85349 YUMA		10/24/2022	4/16/2023	232
Fresh Express	Acacia 74 Parker Rd & E Evan Hewes Hwy El Centro, California 92243 IMPERIAL		10/24/2022	4/16/2023	232



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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 Express	Hemlock 18a Vencil Rd & Verde School Rd Holtville, California 92250 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Honeycutt 4 Old Hwy 80 & S Ave 26 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Honeycutt 5 Old Hwy 80 & S Ave 26 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Hunter Ranch 406, 407, 409, 415, 416 County 21st Street & US-95 S San Luis, Arizona 85349 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Indian 1-10 Foster Rd & 3rd St Winterhaven, California 92283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Irwin 7101-7110 Old Hwy 80 & S Ave 24 1/2 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	James Home 866-869, 877-879 US-95 N & Araby Rd Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Jimmy Ranch 1-3 E County 5th St & S Ave 38 E Roll, Arizona 85347 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Bodie 700-7009 County 20th St & Ave I Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Johnson 2 1-4 W Parkman Rd & Ave G Winterhaven, California 92283 IMPERIAL		10/24/2022	4/16/2023	232



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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 §
Taylor Farms	Kelly 1-4 W County 13th St & S Ave G Yuma, Arizona 85364		10/24/2022	4/16/2023	232
Taylor Farms	Larry Boyd Ranch 1 E County 6th St & S Ave 20 E Dome Valley, Arizona 85365		10/24/2022	4/16/2023	232
Taylor Farms	Leathers 1-4 York Rd & 11th St Bard, California 99283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Lott 1N, 1S, 2N, 2S, 3W, 3E County 19th St S & S Ave H Somerton, Arizona 85350		10/24/2022	4/16/2023	232
Taylor Farms	Mohawk Ranch 1 E County 5th St & S Ave 38 E Roll, Arizona 85347		10/24/2022	4/16/2023	232
Taylor Farms	Otondo Ranch 1, 2,3, 6,7,8,9,11,12,13,16 E County 9th St & S Ave 32 E Wellton, Arizona 85356		10/24/2022	4/16/2023	232
Taylor Farms	Otondo Ranch 46- 63 E County 9th St & S Ave 32 E Wellton, Arizona 85356		10/24/2022	4/16/2023	232
Taylor Farms	Vanderslice Ranch 1-3 W County 12th ST & S Somerton Ave Yuma, Arizona 85364		10/24/2022	4/16/2023	232
Fresh Express	Acacia 66, 68, 69 East Gillett St El Centro, California 92243 IMPERIAL		10/24/2022	4/16/2023	232
Fresh Express	Whitcomb 79 Vencil Rd & Verde School Rd Holtville, California 92250		10/24/2022	4/16/2023	232



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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 §
Taylor Farms	Otondo Shop 1-9 County 10th St & S Ave 28 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Otondo Shop 8503-8509 County 10th St & S Ave 28 E Wellton, Arizona 85356 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Perricone Ranch 1-5 US-95 (W Cnty 16th St) & S Ave F Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Rock House Ranch 1 E County 6th St & S Ave 38 E Roll, Arizona 85347 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Sanguinetti 1-6 US-95 S & W County 17th St Somerton, Arizona 85350 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	South Walls Ranch 1-12 E County 8th St & S Ave 19 E Dome Valley, Arizona 85365 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Sun Valley Ranches (Cameron) 306-319, 324-348 Ave 3 E & US-95 N Yuma, Arizona 85364 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Superior 1-7 Home Rd & 3rd St Winterhaven, California 92283 IMPERIAL		10/24/2022	4/16/2023	232
Taylor Farms	Tacna 52-59 County 5th St & Ave 47 E Tacna, Arizona 85352 YUMA		10/24/2022	4/16/2023	232
Taylor Farms	Thorton 1-6 Foster Rd & Arnold Rd Winterhaven, California 92283 IMPERIAL		10/24/2022	4/16/2023	232



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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 §
Taylor Farms	Triangle Ranch W County 13th St & S Somerton Ave Yuma, Arizona 85364		10/24/2022	4/16/2023	232
Taylor Farms	Triskee Ranch 1-25, 58-63 County 6th & S Ave 36 E Roll, Arizona 85347		10/24/2022	4/16/2023	232
Taylor Farms	Vukasovich (East) 13-14 E County 8th St & S Ave 9 1/2 E Yuma, Arizona 85364		10/24/2022	4/16/2023	232
Taylor Farms	Vukasovich (West) 1-12 E County 8 1/2 & S Ave 7 E Yuma, Arizona 85364		10/24/2022	4/16/2023	232
Taylor Farms	W Pendergast Ranch 1-4 W County 14th St & S Avenue D Somerton, Arizona 85350		10/24/2022	4/16/2023	232
Taylor Farms	West Moore Ranch 1-3 County 10th St & S Ave 28 E Wellton, Arizona 85356		10/24/2022	4/16/2023	232
Taylor Farms	West Woodhouse 2333-2340 E County 4th St & S Ave 40 E Roll, Arizona 85347		10/24/2022	4/16/2023	232
Taylor Farms	Abbott Ranch 1-6 County 18th St S & S Ave E Somerton, Arizona 85350		10/24/2022	4/16/2023	232
Taylor Farms	Ali Ranch 1-4 W County 13th St & S Ave D Yuma, Arizona 85364		10/24/2022	4/16/2023	232
Taylor Farms	Allgood 1-4 W County 9th St & S Avenue F Yuma, Arizona 85364		10/24/2022	4/16/2023	232



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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 Express	Hemlock 2 CA-98 & Keffer Rd Holtville , California 92231 IMPERIAL		10/24/2022	4/16/2023	232
Fresh Express	Holt 87 CA-98 & Bonds Corner Rd Holtville, California 92250 IMPERIAL		10/24/2022	4/16/2023	232
Fresh Express	Holt 90 CA-98 & Bonds Corner Rd Holtville, California 92250 IMPERIAL		10/24/2022	4/16/2023	232
Fresh Express	Holt 90-A CA-98 & Bonds Corner Rd Holtville , California 92250 IMPERIAL		10/24/2022	4/16/2023	232
Fresh Express	Mesa 10 CA-98 & Bonds Corner Rd Holtville, California 92250 IMPERIAL		10/24/2022	4/16/2023	232
Fresh Express	Mesa 11 CA-98 & Bonds Corner Rd Holtville, California 92250 IMPERIAL		10/24/2022	4/16/2023	232



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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 *
Hotel	Travelodge 1093 Airport Road Imperial, California 92251 IMPERIAL	Travelodge is located at 1093 Airport Road, Imperial, CA 92251. Travelodge will provide D & J Packing with accommodations for 39 workers during the contract period. Rodeway Inn will offer D & J Packing 6 rooms. Each room accommodates 7 workers. Each worker will be provided with their own bed. The motel rooms have full kitchens. Coin-operated laundry is available onsite at no cost to workers. Wash tubs are available onsite.	6	39	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Hotel	2501 S 4th Ave Yuma, Arizona 85364 YUMA	Torch Lite Lodge – 16 rooms, each room to accommodate 4 workers (total of 63 workers). Coin-operated laundry is available onsite at no cost to workers. Torch Lite Lodge is located at 2501 S 4th Ave, Yuma, AZ 85364.	16	63	<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
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
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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) * Field Worker (Broccoli Harvest, Lettuce Harvest Workers, Leafy Green Harvest Worker Agricultural Equipment Operators, CalVan Driver, Bus Driver/CDL Equipment Operator, Shop Maintenance & Sanitation, and Foreman) to perform the following duties: All work is performed in the field and on the farm. Broccoli Harvest Workers: Broccoli Harvest Workers will harvest Broccoli as a member of a harvest crew and perform the following tasks: harvest broccoli by walking in assigned furrows behind a harvesting machine, selecting size and weight of broccoli heads to be harvested as specified by supervisor. Broccoli harvest workers will bend at the waist, and using a harvest knife, cut the broccoli head from the plant and cut the sides of the broccoli head into a crown shape and place product as directed by supervisor. Harvesting work is repetitive in nature. Workers may also be directed to floret and/or pack broccoli in the field on the farm. Floretting is performed by cutting the crown into smaller florets using a small hand knife. Stalk retention may be simultaneously performed during the floretting process by placing the stalk in a separate container after the crown has been floretted. Broccoli may be bunched with a rubber band and packed into a box or packed naked into a tote for processing in the field on the farm. Packers either or combination of; tie, sort, bag, tape and place into a specified package or carton. Floretting and packing work is repetitive in nature in the field on the farm. Leafy Green Harvest Worker: Field work to harvest Leafy Greens (Spinach/Spring Mix Lettuce) and multi-leaf Lettuce. Under the direction of the field supervisor employees check and remove any foreign material (objects) such as trash, feathers, weeds, etc. from production area. Move irrigation pipe 3" x 30' weighing 25lbs from one furrow to another as needed. The harvest machine or belt cuts product and transports it thru a conveyor where employees sort and fill totes and or bins. Once totes, RPCs or bins are filled they are pushed on the conveyor belt for workers to close/cover and stack onto pallets on the deck of the harvester or trailer. RPCs, totes or bins with product can weigh up to 50 lb. Some Totes or bins for product are constructed manually by unfolding and locking the material as designed to form a box. Packing leafy greens is repetitive in nature and may occur during the night shift in the field on the farm. Lettuce Harvest Workers: Lettuce Harvest Workers will harvest Butter, Green Leaf, Red Leaf, Iceberg, Romaine, Salanova, Radicchio and Multi-Leaf lettuce. Lettuce workers will work as members of a harvest crew and perform the following tasks: harvest lettuce by walking in assigned furrows behind a harvesting machine platform or harvesting machine, selecting size and quality of lettuce to be harvested as specified by supervisor. Lettuce harvest workers will bend at the waist and grasp selected lettuce and cut it from the roots using a harvesting knife, trim outer leaves as specified by supervisor, discard lettuce that does not meet specified quality standards and place trimmed lettuce, meeting quality standards, as directed by supervisor. Harvesting work is repetitive in nature. Workers may also be directed to pack lettuce in the field on the farm. Packers either or combination of; tie, sort, bag, tape and place into a specified package or carton in the field on the farm. Packing work is repetitive in nature in the field on the farm. See 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) * 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.			



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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>Requirements: One-month experience harvesting broccoli, leafy green or lettuce is required. Must have use of both hands and be able to use a broccoli, lettuce harvest knife. Specific requirements include lifting up to 50 pounds frequently and able to use hand tools, including cutting knives. Must be able to work under conditions where skin and clothing become heavily soiled with mud, water, grease, etc. Must be able to work outdoors in inclement weather conditions, including rain, cold, high winds, etc. Work involves frequent bending and working in bent or stooped positions. Must be able to walk and stand up extensively. No smoking, alcohol, firearms in the field or residential housing. Ability to communicate in English or Spanish is required for training and safety purposes.</p> <p>See 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><small>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.</small></p> <p>Applicants who contact the Employer by telephone or in person will complete an applicant screening process. The employment contract is made available to the applicant in person, by fax, or email once the screening process is completed and an offer of employment has been made. Telephone or in-person interviews will be at no cost to workers.</p> <p>Walk-in applicants should bring with them documentation of identity and employment eligibility, so that if an offer of employment is made the required pre-employment paperwork can be completed. Walk-in applications will be accepted at:</p> <p>ADDRESS: 1588 Moffett Street, Suite B, Salinas, CA 93905</p> <p>D & J Packing Referral Contact: Fernando Valencia, (831) 417-6284 fvalencia@dandipacking.com</p> <p>D & J Packing contact hours are Monday through Friday between 10:00 a.m. and 2:00 p.m. by phone, and Tuesday through Friday between 1:00 p.m. and 4:00 p.m. in person. If the applicant calls and the referral contact is unable to answer the phone at that moment, they should leave a voicemail and will receive a call back by the next business day at latest. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.</p> <p>If applicant is hired, there will be an orientation on the first day of employment that the worker must attend. Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker at the time the worker reports for work and will be examined by the Company as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing 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, 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>			



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Transportation: Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The company will provide Vanpool Buses and Vans to transport the workers. The Company will 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. See addendum C.			

f. Job Offer Information 6

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 (<i>up to 3,500 characters</i>) * TRAINING: Training will be provided for in the field during the first week of employment. Workers will be allowed 5 days from the initial date of employment to reach the production standards of the activity. PRODUCTION STANDARDS: Workers must be able to perform the job and its requirements as defined in this clearance order after a reasonable period of on-the-job training. We consider 5 days from a worker's initial date of employment as a reasonable period of on-the-job training. The production standard includes keeping up with the pace of the harvesting crew in performing the required job duties and at the time the work is performed. There is no individual piece rate, thus the average pace of the crew is the standard. Because the average picking rate of a worker varies throughout the season based on weather, fruit/vegetable quantity, size, and variety, and other factors, there is no constant minimum number of cartons or totes that are required to be picked throughout the season. However, the employer has determined to the best of its ability the following minimum production standard: Commodity Production Standard per hour Broccoli 9 - 15 cartons, totes or RPCs 11.5" x 12" x 19.5" Broccoli - Florets, Spears & Stalks 250 - 300 lbs Broccoli - 5x5 Spears 1,000 - 1,200 lbs Iceberg Lettuce 6 - 10 cartons 12" x 24" x 16" Multi-Leaf Lettuce 6 - 10 cartons 15" x 28" x 20" Mix Lettuce & Romaine 9 - 15 cartons, totes, RPCs or mini bins 15" x 28" x 20" Romaine Hearts 6 - 10 cartons or RPCs 12" x 24" x 16" Multi-leaf 9 - 15 totes or RPCs 15" x 28" x 20" Leafy Greens 9 - 15 totes or RPCs 12" x 24" x 16" Leafy Greens - Bins 1.25 - 4 bins 12" x 24" x 16"			



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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 - Terminations
3. Details of Material Term or Condition (up to 3,500 characters) * TERMINATIONS: 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—the cartons produced by the crews must adhere to the quality standards of the shipper for which they are harvesting.			

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:
3. Details of Material Term or Condition (up to 3,500 characters) * 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 comp 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. Alternative emergency housing may be coordinated through the county's emergency services at the time of need. 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 in the United States will be on employees' personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer. If the vaccine requirement is waived at the border and the employee is required to be vaccinated in the United States, the employee may, at the employer's discretion, be compensated for time spent obtaining the vaccination.			



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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 Piece Rates Information Part I
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * *Florets & *Stalks will be paid using a blended rate when packed simultaneously			
<p>The estimated hourly equivalent of the Broccoli, Mix Lettuce & Romaine, Multi-leaf, and Leafy Green piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$14.79/hour and up to \$18.00 or higher for work performed in Arizona, and a minimum of \$17.51/hour and up to \$18.00 or higher for work performed in California, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of \$14.79/hour is guaranteed for work performed in Arizona and the AEWR \$17.51/hour is guaranteed for work performed in California. The hourly wage equivalent for the commodities is for an estimated 15 cartons harvested per hour. The estimation of cartons harvested per hour varies depending on harvest and weather conditions.</p> <p>The estimated hourly equivalent of the Iceberg Lettuce, Multi-Leaf Lettuce and Romaine Hearts piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$14.79/hour and up to \$18.00 or higher for work performed in Arizona, and a minimum of \$17.51/hour and up to \$18.00 or higher for work performed in California, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of \$14.79/hour is guaranteed for work performed in Arizona and the AEWR \$17.51/hour is guaranteed for work performed in California. The hourly wage equivalent for the commodities is for an estimated 10 cartons harvested per hour. The estimation of cartons harvested per hour varies depending on harvest and weather conditions.</p> <p>The estimated hourly equivalent of the Broccoli - Florets, Spears & Stalks piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$14.79/hour and up to \$18.00 or higher for work performed in Arizona, and a minimum of \$17.51/hour and up to \$18.00 or higher for work performed in California, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of \$14.79/hour is guaranteed for work performed in Arizona and the AEWR \$17.51/hour is guaranteed for work performed in California. The hourly wage equivalent for the commodities is for an estimated 300 lbs harvested per hour. The estimation of pounds harvested per hour varies depending on harvest and weather conditions.</p>			

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 Piece Rates Information Part II
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The estimated hourly equivalent of the Broccoli – 5x5 Spears piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$14.79/hour and up to \$18.00 or higher for work performed in Arizona, and a minimum of \$17.51/hour and up to \$18.00 or higher for work performed in California, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of \$14.79/hour is guaranteed for work performed in Arizona and the AEWR \$17.51/hour is guaranteed for work performed in California. The hourly wage equivalent for the commodities is for an estimated 1,200 lbs harvested per hour. The estimation of pounds harvested per hour varies depending on harvest and weather conditions.			
<p>The estimated hourly equivalent of the Leafy Greens – Bins piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$14.79/hour and up to \$18.00 or higher for work performed in Arizona, and a minimum of \$17.51/hour and up to \$18.00 or higher for work performed in California, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of \$14.79/hour is guaranteed for work performed in Arizona and the AEWR \$17.51/hour is guaranteed for work performed in California. The hourly wage equivalent for the commodities is for an estimated 4 bins harvested per hour. The estimation of bins harvested per hour varies depending on harvest and weather conditions.</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.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Overtime Wage Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Overtime: For work performed in California, the Employer abides by California Wage Order 14. The overtime rate 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.</p> <p>Overtime for hours worked in Arizona will be paid after 10 hours a day or 60 hours a week. The overtime rate for overtime performed in Arizona is \$22.19/hour.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties Part II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Furrow irrigation: Workers walk across beds on uneven furrows. As directed by supervisor, workers move pipes, across furrows by securely connecting one end into the other. The latch must securely fit and lock into position. Workers lay mainlines in proper location, be sure water line is positioned correctly to direct water down the furrows. Workers move within the field using employer provided tools to shovel and guide water in field as necessary for uniform irrigation. Workers must avoid stepping on and smashing the seeds and/or plants.</p> <p>Foreman: Worker must follow all work rules listed. Job requires worker to provide supervision to crew members of assigned crew and assure jobs are completed in accordance with company policies, report any issues to Employer management, inspect produce for quality control. Workers will be assigned to harvest team members during harvest season. Worker must be familiar and comply with Employer Food and Safety policies. Worker must identify and address any violations of employment policies. Worker will be required to assist Employer in reporting assigned crew members daily attendance and production. Worker will be required to communicate with other foreman and farm management.</p> <p>Bus and CalVan Driver Specifications:</p> <p>1. Driver may drive over the road in passenger vans or buses with a GVW (Gross Vehicle Weight) capacity of more than 26,000 pounds.</p> <p>2. Driver will drive designated vans or buses to transport harvest crew workers to and from housing and worksite locations.</p> <p>3. Driver will be responsible for filling bus or van with fuel and keeping vehicle clean.</p> <p>4. Driver will be required to complete and process periodic driving reports as required by state laws.</p> <p>5. Driver will be required to follow all Arizona and California traffic laws and if applicable, vanpool rules.</p> <p>6. Drivers must possess a valid authorized driver's license and must be able to pass DOT (Department of Transportation) recognized medical exam and fulfill all other DOT requirements.</p> <p>7. The employee will be responsible for the cost of the driver's license. CalVans performs the medical exam at no cost to the employee or employer. The employer will be responsible for the cost of the registration as an FLCE driver (if any).</p> <p>Drivers are compensated for these activities.</p>			



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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 - Anticipated Hours of Work
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The normal work week is 7 hours per day, Monday through Friday (35 hours per week). Workers may be requested to work on Saturdays, Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested.</p> <p>The workday start times may vary from 6:00 a.m. to 11:00 a.m. and the workday end time is 1:30 p.m. to 6:30 p.m. (depending on the start time). For leafy green harvest, leafy green packing may occur during the night shift. Night shift time may occur approximately between the hours of 8:00 PM to 2 AM and can run through 3:30 AM to 9:30 AM depending on the conditions of the fields, weather, and maturity of the crop. 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 workdays 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.</p> <p>The work described in this Clearance Order is regular, full-time work requiring all workers to be available for work on a daily basis. This is not "day work". Tardiness and/or unexcused absences will not be tolerated, and will result in disciplinary action as set forth in the employer's employment policies.</p> <p>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, to notify the worker of any change in the worker's daily work schedule, or for any other reason.</p> <p>Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.</p>			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Itinerary
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Itinerary:</p> <p>Employer will be working at all locations simultaneously throughout the contract period: October 24, 2022, through April 16, 2023.</p>			



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o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Place of employment information
3. Details of Material Term or Condition (up to 3,500 characters) * Growers contact information: Taylor Farms, Steve Botelho, Director of Ag Operations, Cell: 831-901-6130, Office: 831-676-9302. Fresh Express, Tim Wexler, 831-772-7228.			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Piece Rates Part I
3. Details of Material Term or Condition (up to 3,500 characters) * Broccoli \$14.79 AZ hour Broccoli \$17.51 CA hour Broccoli Florets \$0.065 lb. 11.5" x12" x 19.5". Broccoli Crowns \$1.1000 unit (cartons, totes or RPC's) 11.5" x12" x 19.5". Broccoli Stalks \$0.0225			

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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 - Piece Rates Part II
3. Details of Material Term or Condition (up to 3,500 characters) * <small>Mix Leaf 36's - 39's ct Naked</small> \$1.45 unit (cartons, totes, RPCs or mini bins) 15" x 28" x 20". <small>Mix Leaf 36's - 39's ct Liner</small> \$1.50 unit (cartons, totes, RPCs or mini bins) 15" x 28" x 20". <small>Mix Leaf 40's - 48's ct</small> \$1.55 unit (cartons, totes, RPCs or mini bins) 15" x 28" x 20". <small>Mix Leaf 49's - 72's ct</small> \$1.62 unit (cartons, totes, RPCs or mini bins) 15" x 28" x 20". <small>Mix Leaf 73 ct & up</small> \$14.79 AZ hour.			

r. Job Offer Information 18

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 (up to 3,500 characters) * Field Workers (Broccoli Harvest, Lettuce Harvest Workers, Leafy Green Harvest Worker Tractor/Machine Driver, CalVan Driver, Bus Driver, CDL Equipment Operator, Shop Maintenance & Sanitation, and Foreman)			



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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 - Additional Job Duties Part I
3. Details of Material Term or Condition (up to 3,500 characters) * Agricultural Equipment Operator: Driver is responsible for supplying the machine with packaging materials, assisting in preparing the harvest machine for immediate field operation or movement to new harvest location. Directing tractor/machine through the field; pulling loaded trailers out. Operator must conduct daily maintenance check prior to operate the tractor, monitor and drive tractors safely and efficiently over difficult terrain and must have sufficient knowledge of tractor mechanics to make simple and minor adjustments and repairs to tractors. Sanitation Worker: Cleans, pressure washes, and moves restrooms on farms/fields. Worker is responsible for ensuring all harvest equipment is properly cleaned and sanitized daily following standards operating procedures for equipment cleaning. Crop cleaning/weeding: Workers walk on uneven furrows. Under the direction of the field supervisor, field workers look for weeds around crops and in between product seed lines and uses a (long handled hoe) to clean out unwanted product. The worker cleans the lot for any unwanted leaves on the beds and seed lines and takes it out of the field as instructed by field supervisor. Thinning: Workers walk in uneven furrows. Under the direction of the field supervisor, field workers look for the specified gap between seedlings, and using a long-handled hoe thins out any excess crop/seeds and/or weed on the seed line and leaves the desired product and gap on the field. The worker cleans the lot for any unwanted weed on the beds and seed lines and if requested, takes it out of the field as instructed by field supervisor. Seed crops: Field workers walk on uneven furrows and remove portions of the product with a lettuce knife and put into furrow. Harvest Weeding - Under the direction of the field supervisor, workers walks on uneven furrows looking for weeds around crops and in between product and uses a long-handled hoe to clean out unwanted product. The worker then cleans the lot for any unwanted leaves and foreign objects on the beds and removed them. Irrigation Workers will unload sprinkler pipe from trailer and set up irrigation system, check and unplug sprinkler birds to ensure uniform irrigation, move sprinkler pipe multiple times in conjunction with other operations until crop is harvested, load sprinkler pipe onto trailer, install drip hose and set up drip tape system, repair in-field drip hose leaks, and remove drip tape at harvest. Other duties may include welding or splicing of drip tape, stacking of irrigation pipe, cleaning, maintaining, and repairing of sprinkler pipe and accessories, shovel and other work assigned by the supervisor.			

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Pay Day and Workers Compensation Information
3. Details of Material Term or Condition (up to 3,500 characters) * Payday: Workers will be paid on a weekly basis by check. Payday is Thursday of the week following the end of the payroll period. 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 employers liability insurance policy is held by D&J Packing, LLC covering the Workers Compensation Law of the States of California and Arizona. Insurance coverage is provided by RISI DBA PAN AMERICAN INSURANCE SERVICES. The policy number is: RWC5000454-07, valid from 02/01/2022 until 02/01/2023, and is timely renewed annually.			



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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
<p>3. Details of Material Term or Condition (up to 3,500 characters) * 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 transportation to and from shopping facilities, from their housing location. 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 transportation to and from the pre-designated pick-up points to the fields where they will be working. The Employer may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use.</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 times. 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 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.</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 Housing Information Part I
<p>3. Details of Material Term or Condition (up to 3,500 characters) * <small>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. 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. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards. 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).</small></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 Yuma County, Arizona and Imperial County, California, to provide family housing.</p> <p>Workers may be reached at the following address and phone number</p> <p>ADDRESS: 1588 Moffett Street, Suite B, Salinas, CA 93905</p> <p>PHONE: 831-640-0349</p> <p>The following provisions apply to workers occupying employer-provided housing:</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>			



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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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) * 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. No rebate will be made if a worker fails to take advantage of an employer-prepared meal. The employer will deduct for 3 meals a day because it assures that such meals will be provided. Deductions will be made only for meals provided by the employer. The employer will pay directly to the catering. 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 workers with cooking and eating utensils. No kitchen facilities or meals are provided to workers not occupying Company-provided housing. Employer will provide employees with transportation to the grocery store at least once a week. Workers occupying employer-provided housing without kitchen facilities 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.			

x. Job Offer Information 24

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - California Tax ID
3. Details of Material Term or Condition (up to 3,500 characters) * California Tax ID 51425163			

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H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

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

z. Job Offer Information 26

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			



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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 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 include buses and vans will be in accordance with applicable laws and regulations. Workers are free to provide their own transportation to and from the daily work site.			

. Job Offer Information 28

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>) * <p>Work is performed in open fields and may involve exposure to mud, dust, wind, heat, cold, and other natural elements. Temperatures can range from 20 degrees Fahrenheit to over 100 degrees Fahrenheit during the period of employment. Workers should come prepared with appropriate clothing and footwear for the environmental and working conditions described.</p> <p>The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and/or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</p> <p>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.</p> <p>Workers will be expected to comply with all provisions of this Clearance Order and the Company's work rules, policies and procedures, and to perform any and all assigned tasks in a work-person-like and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. D & J Packing 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.</p> <p>All safety rules and instructions must be meticulously observed throughout the workday. All Company 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. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 29

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements Part II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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.</p> <p>Employees must not report for work, enter the worksite, 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 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 Company 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).</p> <p>Drug Screening is post offer, post hire, can be random, and is at no cost to the employees.</p>			

. Job Offer Information 30

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 (<i>up to 3,500 characters</i>) *</p> <p>Offered Wage: Workers will be guaranteed not less than the higher of the AEW 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. Employer will guarantee the required wage for work performed in Arizona \$14.79 per hour, unless the wage methodology changes by government or legal action. 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 AEW during the H-2A period of employment, the employer may pay the lower rate as long as it remains the highest of the AEW, state or federal minimum wage, prevailing hourly wage, or piece rate, or collective bargaining wage.</p> <p>Employer may offer a higher rate of pay based on employee performance, function, and/or skill level. All employees will be provided the same opportunity to be reviewed on a fair basis for awarding compensation based on merit. Merit increases are not guaranteed and are based on company performance and financials. When provided, a merit increase may accompany a performance review if the employee's performance so warrants.</p> <p>If the prevailing wage or AEW (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>If the worker is paid on a piece rate 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, (i) The worker's pay must be supplemented 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.</p>			



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. Job Offer Information 31

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <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 Ameca, Jalisco and Morelia, Michoacan, Mexico. 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 transportation : Employer will reimburse transportation from place of recruitment to the border. The amount of reimbursement for transportation shall be the worker's actual cost but not more than the most economical reasonable common bus carrier transportation charges for the distance involved. The company provides a bus from the boarder to take the employees to the place of employment at no charge to employees. 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 transportation: The company provides a bus to take them back to the border and provide employees with outbound transportation money in order for employees to return to recruitment area. 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> <p>The use of Employer-provided transportation is voluntary, and workers may choose to use their own transportation for inbound and outbound travel and may be reimbursed at the most economical rate unless the employer previously paid the bus company for an employee's travel expense.</p> <p>The subsistence rate during inbound and outbound transportation is \$14.00 per day (or higher if the Department of Labor approves a higher meal charge or if the rate changes by government action) without receipts and \$59.00 with receipts.</p>			

. Job Offer Information 32

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