



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

**A. Job Offer Information**

1. Job Title * Haulers/Truck Drivers, Vegetable/Harvest Workers							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	15	15	3. Begin Date * 11/1/2022	4. End Date * 4/15/2023			
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 *	
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday
						a. 6 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. 12 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer * \$ 14.79		8c. Per * <input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		8d. Piece Rate Offer \$ \$ 00.00		8e. Piece Rate Units/Special Pay Information \$ Wage offer: \$17.51/hr for work performed in CA. Additional wage information & piece rates provided herein.	
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): N/A							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



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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. *	2	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 checked="" type="checkbox"/> b. Driver requirements		<input type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>80</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
See Addendum C			

**C. Place of Employment Information**

1. Address/Location *			
FLAG - Heber worksites: 101 E. Main Street			
2. City *	3. State *	4. Postal Code *	5. County *
Heber	California	92249	Imperial
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
Hauling/truck driving and harvesting work will be performed in various fields in and around the Yuma Desert Growing Region, which extends into Imperial County, California and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the hauling/truck driving and harvesting will be completed at the listed locations herein. FLAG is an association filing as a joint employer with the following employer-members: Organic Girl; Fresh Express Inc.; Taylor Farms Retail			
7. Is a completed <b>Addendum B</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 *			
Rio Santa Fe Apartments, 1600 W. 12th St.			
2. City *	3. State *	4. Postal Code *	5. County *
Yuma	Arizona	85364	Yuma
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Apartments		1	7
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 " <b>NONE</b> " below) *			
Directions to housing: Take S Avenue G to Fresno St in Somerton 7 min (5.5 mi), Take W Yucca St to your destination 2 min (0.3 mi)			
11. Is a completed <b>Addendum B</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.)  
The Employer will furnish free and convenient cooking and kitchen facilities at Rio Santa Fe Apartments so workers may prepare their own meals. Kitchens, utilities and cooking and eating utensils will be provided at no cost to occupants of Employer-provided housing. Workers will purchase food at their own expense and prepare their own meals. The Employer will provide transportation to a grocery store once a week so workers have access to stores where they can purchase groceries. Kitchen and eating facilities will be shared with other workers occupying the Employer- provided housing facilities. No kitchen facilities or meals are provided to workers not occupying Employer-provided housing.

2. If meals are provided, the employer: \*

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

☒ **WILL** charge workers for such meals at \$ 14 . 00 per day per worker.

**F. Transportation and Daily Subsistence**

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

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

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). \*

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

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker \*

a. no less than \$ 14 . 00 per day \*

b. no more than \$ 59 . 00 per day with receipts

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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 (760) 592-2256

3. Email Address to Apply \*

flag@sfcos.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 \$
Scaroni	Steve	
4. Title *		
President		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		9/16/2022

**Employment Service Statement**

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

**Public Burden Statement (1205-0466)**

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





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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
1	Haulers/Truck Drivers, Vegetable/Harvest Workers, Thinning, Weeding, Crop cleaning, Transplanting,	\$ 14 . 79	Hour	Employer will pay the hourly rate of \$14.79 per hour for work performed in AZ & \$17.51 per hour for work performed in CA. Higher or different wage rates may apply during contract period based on market conditions and/or crop/job activity, but no less than \$14.79 per hour for work performed in AZ & \$17.51 per hour for work performed in CA. Employer will pay \$13.85 per hour for romaine lettuce and iceberg lettuce and \$13.91 per hour for cauliflower harvesting in Yuma, AZ.
2	Row Boss, Machine Operator, Fork Lift Driver, Reyna (Bin Filler), Chalequero (Safety Vest Man),	\$ 14 . 79	Hour	Fresh Express Conventional Romaine Hearts 12x3 \$1.65 Carton Organic Romaine Hearts 12x3 \$1.65 Carton Wrap 30's \$1.51 Carton Wrap 24's \$1.45 Carton Naked 24's \$1.19 Carton Naked 30's \$1.20 Carton Romaine 24 Liner Per Pound \$0.90 Pound Romaine 24 Liner Per Pound \$0.90 Pound
3	Tractor Driver, Citrus Work, Prepare freshly harvested crop for shipment,	\$ 14 . 79	Hour	Organic Girl Romaine Organic Premium 14x3 \$1.95 Carton Organic Romaine Hearts 12x3 \$1.65 Carton Organic Romaine Hearts Not Seal 12x3 \$1.65 Carton Organic Romaine Hearts 8oz Box 12x3 \$1.60 Carton Romaine Whole Leaf Processed Tote 48 ct \$0.93 Carton Romaine Whole Leaf Processed Tote 60 ct \$1.60 Carton Liner Green Leaf 30ct \$0.78 Carton Green Leaf Tote 20ct \$0.79 Carton
4	General Farm Labor / General Ranch Maintenance, Farm & Harvest Equipment Cleaner,	\$ 14 . 79	Hour	Taylor Farms Retail Organic Romaine Hearts 12x3 \$1.65 Carton Organic Romaine Hearts 15x3 \$1.80 Carton Organic Romaine Hearts 6x6 \$1.65 Carton Organic Romaine Hearts 7x6 \$1.75 Carton Organic Romaine Hearts 20x3 \$2.23 Carton Organic Romaine Hearts 36 Totes \$1.15 Totes Organic Romaine Hearts 36 Liner \$1.20 Carton
5	Farm & Harvest Equipment Repairer/Maintenance, Irrigators, Field Safety/Food Safety activities,	\$ 14 . 79	Hour	Taylor Farms Retail (cont'd) Butter Per Pound \$0.04 Pound Broccoli Spears Per Pound \$0.038 Pound Florette per Lb Per Pound \$0.080 Pound Stalks per Lb Per Pound \$0.025 Pound Organic Romaine Hearts 12x3 \$1.65 Carton Organic Romaine Hearts 15x3 \$1.80 Carton Organic Romaine Hearts 6x6 \$1.65 Carton Organic Romaine Hearts 7x6 \$1.75 Carton
6	Housing Monitor, Sanitization activities, and Health/Wellness Monitor	\$ 14 . 79	Hour	Taylor Farms Retail (cont'd) Organic Romaine Hearts 48 Liner \$1.65 Carton Organic Romaine Hearts 48 Loose \$1.65 Carton Organic Romaine Process 24 Ct \$0.90 Carton Organic Romaine Process Per Pound \$0.05 Pound
7	Crops / Leafy Crops / Leafy Greens: Romaine, Romaine Hearts, Salanova Lettuce, Green Leaf, Red Leaf,	\$ 14 . 79	Hour	Cauliflower GC No Jacket Per Pound \$0.06 Per Pound GE Process Bins Per Pound \$0.05 Per Pound GE Process Box Per Pound \$0.05 Per Pound GE Process Totes Per Pound \$0.05 Per Pound TF Process Totes Per Pound \$0.05 Per Pound Wrap 6's & 8's Per Carton \$1.25 Per Carton Wrap 9's, 12's & 16's Per Carton \$1.60 Per Carton
8	Butter, Spring Mix, Spinach, Iceberg Lettuce, Broccoli, Broccollette, Stalk and Crown Cauliflower,	\$ 14 . 79	Hour	Vessey & CO. Cabbage 8's Wrapped per Cholo Jack Per Carton \$0.87 Carton 12's Naked Per Carton \$0.87 Carton 12Ct Ctn-Wrapped Per Carton \$0.98 Carton 15Ct, 18Ct, 24Ct Carton Wrapped Per Carton \$1.45 Carton 18's Ctn-Super Jumbos Per Carton \$0.90 Carton 24Ct Ctn/RPC/Jumbo/Reg 16's Per Carton \$0.95 Carton
9	Cabbage, Celery, Frisee, Bok Choy, Nappa, Radicchio, Kale, Peas, Beets,	\$ 14 . 79	Hour	Vessey & CO. Cabbage (cont'd) Bulk Bins-Green Clean & Core Per Carton \$13.50 Carton Bulk Bins-Green Reg Cut Per Carton \$6.75 Carton Bulk Bins-Red Clean & Core Per Carton \$18.00 Carton Bulk Bins-Red Reg Cut Per Carton \$8.75 Carton Mini Bins Clean & Core Per Carton \$10.00 Carton Mini Bins Green Per Carton \$5.00 Carton Mini Bins Red Per Carton \$6.50 Carton
10	Chard, Cilantro, Collards, Fennel, Leeks, Onion, Butternut, Green Acorn, Zucchini, Bell Peppers,	\$ 14 . 79	Hour	Vessey & CO. Cabbage (cont'd) RPC Wrapped Per Carton \$1.40 Carton 8 Ctn Naked Per Carton \$0.77 Carton 6 Ctn Naked Per Carton \$0.68 Carton 6 Ctn Wrap Per Carton \$0.77 Carton



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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
11	Egg Plant, Brussel Sprouts, Melons, Artichoke, Tomato, Corn, Garlic, Dates,	\$ 14 . 79	Hour	
12	Citrus (Lemon, Orange, Mandarins, Tangerines), row crop (hay/straw/alfalfa)	\$ 14 . 79	Hour	
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

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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 §
ORGANIC GIRL RANCHES (employer-member): 700's Ranch	County 7th St & Colorado River Yuma, Arizona YUMA		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Acacia 10 East/Acacia 10 West	Fawcett Road # Bowker Rd Calexico , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Acacia 1-5	Bowkwer Rd & E Jasper Rd Calexico , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Acacia 1-6A	Meadows Rd & E Jasper Road El Centro , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Alamitos 6-35 N & S	Bowker Rd & E Jasper Rd Calexico , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): All American 23	Highway 98 & Hwy 7 Holtville , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Ash 128	Bowker Rd & E Ross Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES(empl-member):Ash23,Ash 16C East Ash 16C WEST	Barbara Worth Rd, E Jasper Rd & Hwy 98 El Centro , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Best 51	Old Hwy 111 Brawley , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Birch 1a & Birch 1	Bowker Rd & Anza Rd Calexico , California IMPERIAL		11/1/2022	4/15/2023	2

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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 §
ORGANIC GIRL RANCHES (employer-member): Briar 1, Briar 2	Bowker Rd & Anza Rd Calexico , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Briar 3 East & West	Bowker Rd & Anza Rd Calexico , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Briar 5	Bowker Rd & E Birch St Calexico , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Bruce Church Loop Ranch	6315 E. Bruce Church Loop Yuma , Arizona YUMA		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Church Organic Ranch	El Centro Ave & El Prado RV Park Yuma, Arizona YUMA		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Cullison Ranch	County 9th St & Ave 29E Welton , Arizona YUMA		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): D West 39	W Young Rd & Sperry Rd Calipatria , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Dogwood 14	S Dogwood Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Dogwood 15	S Dogwood Rd & W McCabe Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Dogwood 17	W McCabe Rd & Corfman Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	2



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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 §
ORGANIC GIRL RANCHES (employer-member): Dogwood 43A	W McCabe Rd & S Dogwood Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Dogwood 56	S Dogwood Rd & Cruickshank Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Elder 71	Low Rd & West Ross Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Evergreen 16	Austin Rd & Interstate 8 Westbound El Centro , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Gila Monster Ranch	County 6th St & Ave 9E Yuma, Arizona YUMA		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Lotus 5a	Austin Rd & West Ross Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Maple B	Irving Rd & Jones Rd Brawley , California IMPERIAL		11/1/2022	4/15/2023	3
ORGANIC GIRL RANCHES (employer-member): Mesa 3-82	Verde School Rd & Miller Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Moss 2	Green Rd & Teacker Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Moxon	County 15th St & Avenue H Yuma , Arizona YUMA		11/1/2022	4/15/2023	2

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
ORGANIC GIRL RANCHES (employer-member): Mullen 1	Irving Road & Dickerman Rd Brawley , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): N-22	W Shrimpf Rd & Simpson Rd Calipatria , California IMPERIAL		11/1/2022	4/15/2023	2
ORGANIC GIRL RANCHES (employer-member): Organic Ranch	10th St Flanagan Yuma , Arizona YUMA		11/1/2022	4/15/2023	2
TAYLOR FARMS RETAIL (employer-member): Acacia 27	E McCabe Rd & Bowker Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Acacia 29 North	E Chick Rd & Bowker Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Acacia 29 South	E Chick Rd & Bowker Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Acacia 84	Meloland Road & Alamo Road El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Acacia 85	Meloland Road & Alamo Road El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Acacia 91 & 91A	Cruickshank Rd & Old Hwy 111 El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Alder 22 North	Pitzer Rd & Fawcett Rd Heber , California IMPERIAL		11/1/2022	4/15/2023	3





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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 RETAIL (employer-member): Alder 22 South	Pitzer Rd & Fawcett Rd Heber , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Alder 70 Ranch	E Gillete St & Hwy 111 El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Ash 173	Evan Hewes Hwy & Anderholt Holtville , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Ash 177	Evan Hewes Hwy & Anderholt Holtville , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Ash 182 East	Ross Avenue & Barbara Worth Holtville , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Ash 182 West	Ross Avenue & Barbara Worth Holtville , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Ash 211	Meloland Road & Alamo Road El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Ash 212 North	Meloland Road & Alamo Road El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Ash 212 South	Meloland Road & Alamo Road El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Broise 111-132	County 9th St & Ave 29E Yuma , Arizona YUMA		11/1/2022	4/15/2023	3

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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 RETAIL (employer-member): CM6	La Brucherie Road El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Curtis Ranch	Co. 15th St & Ave F Yuma , Arizona YUMA		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Dahlia 20A & 21	La Brucherie Road & McCabe Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Dahlia 25 South	S Labrucherie Rd & Nuffer Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Date 3	Wahl Rd & Clark Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Diwan 2	E Co. 2nd Street & Avenue 47E Yuma , Arizona YUMA		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Diwan 6	E. Co. 2nd Street & Avenue 47E Yuma , Arizona YUMA		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Diwan 7	E. Co. 2nd Street & Avenue 47E Yuma , Arizona YUMA		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Dogwood 34 North	Dogwood Rd & Hwy 86 El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Dogwood 34 South	Dogwood Rd & Hwy 86 El Centro , California IMPERIAL		11/1/2022	4/15/2023	3

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
TAYLOR FARMS RETAIL (employer-member): Dogwood 7	Heber Rd & Corfman Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Dogwood F1, F2, F3, F4	Pitzer Rd & Fawcett Rd Heber , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Elder 5A	Austin Rd & Interstate 8 El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Ever 14, 14A, 13B	Austin Rd & Interstate 8 El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Evergreen 14	West McCabe Rd & South Labrucherie El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Joe Heger-Elder Ranch 14 & 12	Forrester Rd& McCabe Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Joe Heger-Elder Ranch 27, 27A,	Broker Rd & Forrester Rd El Centro , California IMPERIAL	27C, 31, 26 West, 26 East, 8, 8A,	11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Linton	Co. 15th St & Ave E Yuma , Arizona YUMA		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Orchird 5	Hart Rd & Poore Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Pampas 28	Ferguson Rd & Holt Ave Holtville , California IMPERIAL		11/1/2022	4/15/2023	3

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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 RETAIL (employer-member): Pear 22	Hwy 115 & Snyder Rd Holtville , California IMPERIAL		11/2/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Rockwood 122	Hwy 111 & Hwy 78 Brawley , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): South Alamo 51	Mets Rd & King Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Triangle 17 -21	Avenue 46E & Co. 2nd Street Yuma , Arizona YUMA		11/1/2022	4/15/2023	3
TAYLOR FARMS RETAIL (employer-member): Wisteria 73	Wisteria 73 El Centro , California IMPERIAL		11/1/2022	4/15/2023	3
FRESH EXPRESS (employer-member): 100S Ranch	Ave 7E & County 2nd Yuma, Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): 12th St Harris	Fortuna & County 12th Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): 13th St harris Ranch	County 13th Hwy 95 Ave B Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): 200S & 300S Ranch	Ave 7E & County 2nd Yuma, Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): 20th St Yowell	County 20th, Ave I Gadsden , Arizona YUMA		11/1/2022	4/15/2023	10

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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 (employer-member): 4E Ranch	Ave 4E Yuma, Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): 500S Ranch	Ave 7E & County 6th St Yuma, Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): 600S West	County 6th & Ave 7E Yuma, Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): 600S/Dole/Ferguson/Thomas Ranch	County 6th & Ave 7E Yuma, Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): 800S Ranch	Ave 5E & HWY 95 Yuma, Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Acacia 84	James Rd & Meloland Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Acacia 85	James Rd & Meloland Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Alder 82	Chick Rd & Pitzer Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Ash 14 West, Ash 14 East, Ash 8-11	Hwy 98 & Anderholt Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Ash 211	James Rd & Meloland Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	10



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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 (employer-member): Ash 212 North	James Rd & Meloland Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Ash 212 South	James Rd & Meloland Rd El Centro , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Bard #1	Levee RD & Ross Rd Bard , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Bard #2	Indian Rd & Coley Rd Bard , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Blohm & Bar Diamond	Ave H & County 17th St Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Bob Garvin	Dome Valley-West of County 21E & South of County 8th St Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Boelts Ranch	County 9th St & Ave 29E Welton , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Bruce Church Loop Ranch	6315 East Bruce Church Loop Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Cates	Dome Valley, South of County 9th St & County Ave 21E Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Citrus	Dome Valley, North of County 9th St & West of Ave 20E Yuma , Arizona YUMA		11/1/2022	4/15/2023	10





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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 (employer-member): Conrey Ranch	County 17th St & Ave J & County 18th St Gadsden , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Cullison Ranch	Ave 29E & County 9th St Welton , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Darling Ranch	County 12 1/2 & Ave G Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Dole	County 9th St & Ave F Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Donley Ranch	Levee Rd and County 8th St Yuma, Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Dunn	Ave 9E & Hwy 95 Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): East Grout Senior	East Dome Valley, South of County 10th St & East of Ave 23E Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): East Moore	Dome Valley, North of County 9th St & East of Ave 22 1/2E Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Federal	Dome Valley, South of County 8 1/2 & West of Ave 21E Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Foreman Ranch	Ave H & Co. 13th St Yuma , Arizona YUMA		11/1/2022	4/15/2023	10

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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 (employer-member): Gila Valley	Pacific Ave Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Grout	Ave B & County 14th St Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Grover Ranch	Ave 32 E & County St Welton , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Hancock Home	Dome Valley, North of County 7 1/2 & East of Ave 20E Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Hemlock 58	Verde School Rd Calexico, California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Hulse Ranch	Ave 10E & Hwy 95 Yuma, Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Ikeda	Hwy 95 & County 5th St Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Lat 8-227	Interstae 8 & Miller Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Lat 11-275	Snyder Rd & Nelson Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Lat 12-282	Nelson Pit Road & Miller Road Holtville , California IMPERIAL		11/1/2022	4/15/2023	10



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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 (employer-member): Mesquite West	South of County 9th St & East County Ave 22E Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Meyer Ranch	Ave 33E Welton , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Morganson	NW Quadrant of County 9th St & County Ave 23E Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Pacific Ranch	Pacific Ave & Levee Rd Yuma, Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Pear 22	Hwy 115 & Snyder Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Peterson Ranch	County 6th 1/2 St & County 7th St Welton , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): R15 # 5,6,8,12,14,15	County 6th St & South Ave 37 1/2 E Roll , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): R18 #59 & #60	E. County 6th St & S Ave 34 E Roll , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): R31 #1- 4	S Ave 47E & E Co. 4th St Roll , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): R31 #3	S Ave 47E & E Co. 4th St Roll , Arizona YUMA		11/1/2022	4/15/2023	10

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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 (employer-member): R31 #45 & #46	S Ave 41E & E Co. 4th St Roll , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): R35 e & W	County 4th St & Ave 39E Roll , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): R6 #6 & #7	South Ave 41 E and E County 4th St Roll , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Sassman	Dome Valley, South of County 10 & East of County Ave 24E Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Shawver	County 15th St & Ave B Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Snyder Ranch	County 6th St & County 6th St Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): South Alamo 51	Mc Cabe Rd & Orchard Rd Holtville , California IMPERIAL		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Sun Valley Ranches (Cameron)	Hwy 95 & Ave 3E Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Thompson Ranch	Ave 5E & HWY 95 Yuma, Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Watt Ranch	Hwy 95 & County 20th St Yuma , Arizona YUMA		11/1/2022	4/15/2023	10



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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 (employer-member): West Grout Senior	East Dome Valley, South of County 10th St & West of Ave 23E Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Yowell Ranch	Hwy 95 & Ave I 1/4 mile Gadsden , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Yuma #1	W 8th St & Ave B & W County 15th St S Yuma , Arizona YUMA		11/1/2022	4/15/2023	10
FRESH EXPRESS (employer-member): Yuma #2	W. County 16th St. & S. Avenue D & W County 21st ST S Somerton , Arizona YUMA		11/1/2022	4/15/2023	10

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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	Torch Lite Lodge, 2501 S. 4th Ave. Yuma, Arizona 85364 YUMA	Directions to housing: via I-8 E: Get on I-8 E 3 min (1.2 mi); Continue on I-8 E to Yuma 6 min (3.3 mi); Follow S 4th Ave to your destination 4 min (1.2 mi)	2	8	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" 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
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> H-2A and corresponding domestic workers must be available to perform each of the following job activities in connection with the harvesting and farming operations:  Haulers/Truck Drivers, Vegetable/Harvest Workers, Thinning, Weeding, Crop cleaning, Transplanting, Row Boss, Machine Operator, Fork Lift Driver, Reyna (Bin Filler), Chalequero (Safety Vest Man), Tractor Driver, Citrus Work, Prepare freshly harvested crop for shipment, General Farm Labor / General Ranch Maintenance, Farm & Harvest Equipment Cleaner, Farm & Harvest Equipment Repairer/Maintenance, Irrigators, Field Safety/Food Safety activities, Housing Monitor, Sanitization activities, and Health/Wellness Monitor.  Crops / Leafy Crops / Leafy Greens: Romaine, Romaine Hearts, Salanova Lettuce, Green Leaf, Red Leaf , Butter, Spring Mix, Spinach, Iceberg Lettuce, Broccoli, Broccollette, Stalk and Crown Cauliflower, Cabbage, Celery, Frisee, Bok Choy, Nappa, Radicchio, Kale, Peas, Beets, Chard, Cilantro, Collards, Fennel, Leeks, Onion, Butternut, Green Acorn, Zucchini, Bell Peppers, Egg Plant, Brussel Sprouts, Melons, Artichoke, Tomato, Corn, Garlic, Dates, Citrus (Lemon, Orange, Mandarins, Tangerines), row crop (hay/straw/alfalfa)  HAULER/TRUCK DRIVER SPECIFICATIONS:  Haulers/truck drivers deliver harvested perishable crops packed and loaded in bins and cartons. The hauling/truck driving activities are performed directly in connection with and as an integral part of the harvest and farming operations. The hauling/truck driving activities are not a separate job. Truck driving activities constitute less than 10% of the total duties performed. Truck driving activities are regulated by the U.S. Department of Transportation Code of Federal Regulation, Title 49 sections 395.1-395.13, Hours of Service of Drivers, and are therefore exempt from overtime. Vegetable haulers/truck drivers must be available to perform each of the crop activities described in this job order and will perform various activities throughout the work week.  The essential work activity involves moving a highly perishable agricultural crop (vegetables) directly from the farmer's fields to the processing plant, the locations of which are all detailed in the attached schedule. The vegetable haulers/truck drivers are required to complete each step of the haul, as part of necessary field-to processing facility activities for the vegetable crop harvest. Vegetable haulers/truck drivers must be physically and mentally healthy. Each worker is expected to operate hauling vehicles efficiently and safely through all types of routes. Workers must be able to operate tractors, trailers, semi trailers, and have adequate knowledge to make minor adjustments or repairs to these vehicles. Must have a CDL or equivalent license, pass a required drivers license background check, and mandated drug and alcohol test. Drivers must have and maintain a suitable driving record, and be insured by the employer's insurance company.  1. Employee may drive Class 8 over the road Commercial trucks with a GVW (Gross Vehicle Weight) capacity of 80,000 GVW 2. In connection with the harvest and farming operations, employee picks up loaded trailers filled with bins in the fields and transports/hauls to the plant's refrigeration storage site -cooling facility (initial point of distribution). 3. In order to drive trucks, Employees must possess valid authorized commercial drivers' license (foreign or state issued) and must be able to pass DOT (Department of Transportation) -recognized medical exam.			

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
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); re-issue check policy: after the first loss, mutilation or expiration of a worker's check, the employer will charge \$25 dls of processing fee for every check that is lost, mutilated or expired, regardless of the amount of the check, for any reason other than the employer's responsibility; The employer will not deduct from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; and deductions expressly authorized by the worker in writing (if any).			



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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>2-months experience harvesting crops to avoid crop damage and personal injury. Written verification of experience is required. Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 50-80 pounds in the course of performing required activities. Workers must be able to listen, understand, and follow instructions of company supervisors and managers.</p> <p>The company's Employment Arbitration Agreement is set forth in this Clearance Order outlining the procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters.</p>			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to the employer.</p> <p>Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy employer-provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, the Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p> <p>Walk-in applications will be accepted at:</p> <p>Address: 17815 South Highway 95, Somerton, AZ 85352 Phone number: (760) 592-2256</p> <p>FLAG Referral Contact: Erika Chavez and Salome Ramirez Email address: flag@slcos.com</p> <p>Contact hours are Monday thru Friday between 8:30 a.m. and 12:30 p.m. and 2:00 p.m. to 4:30 p.m. (Regular Business Hours), except on federal holidays. The employer will interview applicants by phone and in-person by appointment. Gate or walk-in traffic during Regular Business Hours may request an application and schedule an appointment for a phone or in person interview. Telephone or in-person interviews will be at no cost to workers. Applicants, State Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may call for an interview during Regular Business Hours or call for an application and submit the completed application to FLAG, c/o Erika Chavez, 17815 South Highway 95, Somerton, AZ 85352, Phone number: (760) 592-2256. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. All referrals from State Workforce Agencies must be sent to the employer by telephone or email and must include referral contact name, phone number, and email address if an email address is available.</p> <p>Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) required by law.</p>			

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

e. Job Offer Information 5

1. Section/Item Number *	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> ) * Employer will offer transportation at no cost to workers occupying employer-provided housing to the work site and return on a daily basis. Employer may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the employer-provided housing from one or more pre-designated pick up points to and from the daily work site. The use of this transportation is voluntary.			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Throughout this contract, for purposes of inbound & outbound transportation & subsistence reimbursement, for H2A workers, the place from which the worker came to work for Employer is the designated place of recruitment: Mexicali, San Luis Rio Colorado, Zamora, Veracruz, Oaxaca, Guerrero, Guasave, San Quintin, Mexico & Guatemala. For U.S. workers who reside outside a reasonable commute distance, the place of recruitment is where the applicant applied for & interviewed for the H2A job opportunity.			

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

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The following provisions pertaining to provision or reimbursement for inbound and outbound transportation and subsistence apply only to persons recruited from outside normal commuting distance.  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.  If a sufficient number of able, willing qualified and eligible workers are available in a single facility at the same time to come to work for the employer from a location beyond normal commuting distance, the employer may arrange transportation and subsistence at the most economical rate attainable for such workers. Such transportation will be at the workers' expense. The cost of inbound transportation and subsistence will be reimbursed as set forth in this Clearance Order.  In the event of the death of a worker during the time the worker is employed under this Clearance order, the worker's remains will be returned to the worker's permanent home at no cost to the worker or the worker's family.			

h. Job Offer Information 8

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * 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. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the employer. Such voluntary transportation will include buses, vans, and carpooling using CalVans and will be in accordance with applicable laws and regulations. Workers are free to provide their own transportation to and from the daily work site.			



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

i. Job Offer Information 9

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Provision of meals (cont'd)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will offer all workers residing in the employer-provided housing (Torch Lite Lodge) with 3 meals a day, 7 days per week, at a reasonable cost not to exceed \$14.00 for three meals per day (or higher when/if the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request). Breakfast and a packed lunch are distributed to each worker at a designated area with tents, tables, and chairs. Dinner will be served at the same designated area when the workers return from work. The workers also have the option of eating in their room. The meals provided by Juan Bautista dba El Sandillon will meet the nutritional and dietary guidelines. The full \$14.00/day will be deducted for each day that the worker lives in the employer-provided housing; no rebate will be made if a worker fails to take advantage of an employer-provided meal, without providing written notice of their wish to opt out of meals on that day of the week. If any worker does not wish to receive meals on one or more day(s) of the week, but prefers to voluntarily opt out of receiving and paying for meals on that day or those days every week, and provides a signed written statement to that effect, then they will not be charged the daily meal charge for that day or those days. Workers can opt back in to meals on that day or those days with reasonable notice to the employer, at least two days prior to the next occurrence of that day of the week.</p>			

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information(1)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis.</p> <p>The employer has housing available for a total capacity of 15 workers.</p> <p>FLAG will provide bunk beds for all housing rented; beds per room are based on 50 square feet per person per room per code (bathroom and kitchen not included in square feet calculation). All rooms are provided with solid wood doors, screened windows and first aide kits.</p> <p>Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy, and will be maintained in compliance with applicable standards during the period of occupancy. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Rules", a copy of which will be provided to each worker on or before the first day of work. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor). The housing unit will be inspected at least once per week by a housing supervisor or a company representative to ensure it is kept clean and in good conditions.</p> <p>Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.</p> <p>The 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 or provided transportation from their elected housing to pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working.</p> <p>Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.</p> <p>No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p>			

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

k. Job Offer Information 11

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

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements(1)
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Cannot be color blind due to the need to distinguish colors of the product. Must be able to use shears, clippers and other agricultural tools (i.e., hand saw (can be powered by gas)); no smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work fields. Proficiency in English or Spanish is required for training and safety purposes. Work is performed outdoors in open fields and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal field environment. Temperatures can range from 20 degrees F to over 100 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.  This work may entail exposure to plant pollens, insects and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times.  General Specifications: Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictate. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations. Specifically, workers will be expected to perform any and all of the listed tasks assigned to the worker in a workmanlike and efficient manner while maintaining the work pace of the crew. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times.  Instructions and general supervision will be provided by a designated crew leader or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All workers will be evaluated by their supervisor(s) after seven days of actual harvesting with respect to factors such as ability to maintain sufficient pace, to correctly identify the crop for harvesting and similar factors. Workers whose job performance is sloppy, inconsistent, inefficient, or improper may be terminated for cause.			





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

m. Job Offer Information 13

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

n. Job Offer Information 14

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



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o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements(4)
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Training and Production Standards: Training will be provided in the field by foreman during the first week of an employee's work. Workers will be provided a 3-day training or break-in period after which they must demonstrate the ability to perform the job duties defined herein. Workers must reach production standards by the fifth day of work, including the 3-day training period. 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.</p> <p>However, the employer has determined to the best of its ability the following minimum production standard: each worker must keep up with 70% of the crew average for their crew for each work day. The daily output for a given crew may vary according to crop, field site, and time that work is performed, but in the past, the per-worker output has averages between:</p> <p>Commodity &amp; Production Standard Romaine Hearts - 6 - 8 Cartons per hour Romaine/Mix - 9 - 13.5 Cartons per hour Celery - 5 - 8.6 Cartons per hour Iceberg - 6 - 7.96 Cartons per hour Spring Mix, Green/Red Leaf, Butter, Spring Mix - 9-13.5 Cartons per hour Cabbage - 7-8 Cartons per hour Salanova lettuce - 10- 11 cartons per hour Spinach - 15 -16 cartons per hour Broccoli/Brocchetto - 7 - 8 cartons per hour Cauliflower - 9-10 cartons per hour Frissee - 10- 11 cartons per hour Bok Choy - 10 -11 cartons per hour Napa - 10-11 cartons per hour Radicchio - 7 - 8 cartons per hour</p> <p>Therefore, workers will be expected to pick a minimum number of cartons per hour which is determined by comparing a worker's hourly productivity to other workers assigned to the same commodity, crop variety, field site and location within a field site and at the time that work is performed. Employer will review workers' productivity on a daily basis. If workers fail to keep up with 70% of their crew's average for the day, workers may be offered alternative jobs involving other job duties included in this job order, if available, or, after notice, workers may be terminated for cause.</p>			

p. Job Offer Information 16

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements(5)
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow written housing rules (attached herewith); (b) commits serious acts of misconduct; or (c) maligners or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) other job-related reasons; and (f) reasons for termination as specified on Exhibit "A" - Company Regulations attached. Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers who become ill or injured for non-work related reasons and are unable to perform essential functions of the job will be released for cause.</p> <p>COMPANY REGULATIONS-Grounds for Discharge or Disciplinary Action</p> <p>General: The employer may terminate the worker with notifications to the State Workforce Agency (SWA) if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow written housing rules (attached herewith); (b) commits serious acts of misconduct; or (c) maligners or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) or other job-related reasons. Three unexcused absences by the worker will be considered a job-related reason for worker termination.</p> <ol style="list-style-type: none"><li>Excessive absenteeism or tardiness.</li><li>If you know that you will be absent from work the following day, inform your foreman and give him the reason why you will not be reporting for work. Any reasonable absence will be considered an excused absence. An employee with three unexcused absences will be subject to discharge.</li><li>If you know that you will be late the following day, inform your foreman in advance. If you have trouble getting to work in the morning, call the Company office and ask them to inform your foreman. Being late for work on more than three days without giving prior notice or calling in will be considered grounds for dismissal.</li><li>Failure to meet performance standards: Workers are expected to keep pace with their crew after the fifth day of employment (35 hours).</li><li>Unauthorized use of machinery or equipment.</li><li>Unsafe or careless use of machinery or equipment.</li><li>Repeat damage to machinery or equipment.</li><li>Being under the influence of alcohol or illegal drugs.</li><li>Gambling, horseplay, fighting or deliberately injuring another employee on the job.</li><li>Disregard of safety rules.</li><li>Stealing company or employee property.</li><li>Possessing firearms or illegal weapons.</li><li>Leaving the work site without informing the foreman.</li><li>Bringing unauthorized people into the work area.</li><li>Solicitation of money or merchandise at the worksite without the permission of management.</li><li>Taking product without permission of foreman.</li><li>Willfully damaging Company or employee property. Workers will be charged for willful damage or loss to such tools or equipment.</li></ol>			

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

q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements(6)
3. Details of Material Term or Condition (up to 3,500 characters) * 16. Providing false information on the employment application. 17. Sleeping on the job 18. Possession of pornography in company housing, transportation or job site 19. Possession of alcoholic beverages, cannabis (marihuana) or illegal substances in company housing, transportation or job site.  REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. 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.			

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Availability of COVID-19 Vaccine
3. Details of Material Term or Condition (up to 3,500 characters) * During the course of the contract period, COVID-19 vaccines may become available by government agencies such as the Department of Public Health and/or third party health clinics and will be offered to H-2A and corresponding domestic workers strictly on a voluntary basis. The employer is not responsible for obtaining the vaccine. All employees, H-2A as well as corresponding domestic workers, will be given the opportunity to get vaccinated when it becomes available and on a voluntary basis. No worker will be required, as a condition of employment, to get the COVID-19 vaccine; it is not a pre-hire job requirement. No job applicant will be denied an employment opportunity if they do not choose to get vaccinated during the application and/or hiring process. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to get vaccinated. There is no charge for the COVID-19 vaccine.			



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s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Anticipated days and hours of work per week
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The normal work week is 6 hours per day, Monday through Friday and 5 hours on Saturday (35 hours per week). Work on Saturday is required. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. The employer will abide by the required Federal or applicable State laws when paying overtime and benefits to employees performing the listed activities herein. However, Employer does not require overtime or work on Sunday and Federal Holidays.</p> <p>This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. This is not "day work". Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action, in accordance to FLAG's policies in its handbook.</p> <p>The normal work hours are 6:00 a.m. to 12:30 p.m., but workers may be requested to start earlier or later depending on the time of year, hours of daylight, weather, and production requirements. An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid 10-minute work breaks are provided. Workers are notified of any change in the start time.</p> <p>All employees not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information may be used to notify the worker not to report work due to inclement weather or when work is not available or to notify the workers of any change in the worker's daily schedule, or for any other reason.</p>			

t. Job Offer Information 20

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Pay Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will pay the hourly rate of \$14.79 per hour for work performed in Arizona and \$17.51 per hour for work performed in California. Higher or different wage rates may apply during contract period based on market conditions and/or crop/job activity, but no less than \$14.79 per hour for work performed in Arizona and \$17.51 per hour for work performed in California. Employer will pay \$13.85 per hour for romaine lettuce and iceberg lettuce and \$13.91 per hour for cauliflower harvesting in Yuma, Arizona. 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.</p> <p>If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease, 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>Bonus: A discretionary production bonus may apply.</p> <p>Overtime for Truck Drivers only: Truck drivers' hours are regulated by the U.S. Department of Transportation Code of Federal Regulation, Title 49 section 395.1 to 395.13, Hours of Service of Drivers, and are therefore exempt from the overtime provisions.</p> <p>Overtime and Benefits: The employer will abide by the required Federal or applicable State laws when paying overtime and benefits to employees performing the listed activities herein.</p> <p>First Work Week Guarantee: For the purposes of this guarantee, a workday shall mean 6 hours per day Monday through Friday and 5 hours on Saturday, and shall exclude Sunday and Federal holidays. The hourly rate applicable to the first work week guarantee is \$14.79/hr. (All workers begin work in Arizona.)</p> <p>3/4 Guarantee: The hourly rate for purposes of the ¾ guarantee is \$14.79/hr. (All workers begin work in Arizona.) If the workers are paid on a piece rate basis for a specific activity, the guarantee is based on the average hourly piece rate earning or the required hourly wage rate, whichever is higher.</p>			

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u. Job Offer Information 21

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Pay Information - Piece Rates(1)
3. Details of Material Term or Condition (up to 3,500 characters) * Fresh Express Conventional Romaine Hearts - 12x3 - \$1.65/Carton Organic Romaine Hearts - 12x3 - \$1.65/Carton Wrap - 30's - \$1.51/Carton Wrap - 24's - \$1.45/Carton Naked - 24's - \$1.19/Carton Naked - 30's - \$1.20/Carton Romaine 24 Liner - Per Pound - \$0.90/Pound Butter - Per Pound - \$0.05/Pound Green/Red Leaf - Per Pound - \$0.05/Pound Romaine Mini Bins - Per Pound - \$0.05/Pound Romaine RPC - Per Pound - \$0.05/Pound Romaine Tote - Per Pound - \$0.05/Pound			

v. Job Offer Information 22

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Pay Information - Piece Rates(2)
3. Details of Material Term or Condition (up to 3,500 characters) * Organic Girl Romaine Organic Premium - 14x3 - \$1.95/Carton Organic Romaine Hearts - 12x3 - \$1.65/Carton Organic Romaine Hearts Not Seal - 12x3 - \$1.65/Carton Organic Romaine Hearts 8oz Box - 12x3 - \$1.60/Carton Romaian Whole Leaf Processed Tote - 48 ct - \$0.93/Carton Romaian Whole Leaf Processed Tote - 60 ct - \$1.60/Carton Liner Green Leaf - 30ct - \$0.78/Carton Green Leaf Tote - 30ct - \$0.73/Carton Green/Red Butter - Per Pound - \$0.09/Pound Romaine Process 48 - Per Pound - \$0.05/Pound Romaine Process 60 - Per Pound - \$0.05/Pound			



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w. Job Offer Information 23

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Pay Information - Piece Rates(3)
3. Details of Material Term or Condition (up to 3,500 characters) * Taylor Farms Retail Organic Romaine Hearts - 12x3 - \$1.65/Carton Organic Romaine Hearts - 15x3 - \$1.80/Carton Organic Romaine Hearts - 6x6 - \$1.65/Carton Organic Romaine Hearts - 7x6 - \$1.75/Carton Organic Romaine Hearts - 20x3 - \$2.23/Carton Organic Romaine Hearts - 36 Totes - \$1.15/Totes Organic Romaine Hearts - 36 Liner - \$1.20/Carton Organic Romaine Hearts - 36 Loose - \$1.24/Carton Organic Romaine Hearts - 48 Liner - \$1.65/Carton			

x. Job Offer Information 24

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Pay Information - Piece Rates(4)
3. Details of Material Term or Condition (up to 3,500 characters) * Taylor Farms Retail (cont'd) Organic Romaine Hearts - 48 Loose - \$1.65/Carton Organic Romaine Process - Per Pound - \$0.05/Pound Butter - Per Pound - \$0.04/Pound Broccoli Spears - Per Pound - \$0.038/Pound Florete per Lb - Per Pound - \$0.080/Pound Stalks per Lb - Per Pound - \$0.025/Pound Organic Romaine Hearts - 12x3 - \$1.65/Carton Organic Romaine Hearts - 15x3 - \$1.80/Carton Organic Romaine Hearts - 6x6 - \$1.65/Carton Organic Romaine Hearts - 7x6 - \$1.75/Carton Organic Romaine Hearts - 20x3 - \$2.23/Carton Organic Romaine Hearts - 36's - \$1.24/Carton Organic Romaine Hearts - 48 Liner - \$1.65/Carton Organic Romaine Hearts - 48 Loose - \$1.65/Carton Organic Romaine Process - 24 Ct - \$0.90/Carton Organic Romaine Process - Per Pound - \$0.05/Pound			

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y. Job Offer Information 25

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Pay Information - Piece Rates(5)
3. Details of Material Term or Condition (up to 3,500 characters) * Cauliflower GC No Jacket - Per Pound - \$0.06/Per Pound GE Process Bins - Per Pound - \$0.05/Per Pound GE Process Box - Per Pound - \$0.05/Per Pound GE Process Totes - Per Pound - \$0.05/Per Pound TF Process Totes - Per Pound - \$0.05/Per Pound Wrap 6's & 8's - Per Carton - \$1.25/Per Carton Wrap 9's, 12's & 16's - Per Carton - \$1.60/Per Carton			

z. Job Offer Information 26

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Pay Information - Piece Rates(6)
3. Details of Material Term or Condition (up to 3,500 characters) * Vessey & CO. Cabbage 8's Wrapped per Cholo Jack - Per Carton - \$0.87/Carton 12's Naked - Per Carton - \$0.87/Carton 12Ct Ctn-Wrapped - Per Carton - \$0.98/Carton 15Ct, 18Ct, 24Ct Carton Wrapped - Per Carton - \$1.45/Carton 18's Ctn-Super Jumbos - Per Carton - \$0.90/Carton 24Ct Ctn/RPC/Jumbo/Reg 16's - Per Carton - \$0.95/Carton Bulk Bins-Green Clean & Core - Per Carton - \$13.50/Carton Bulk Bins-Green Reg Cut - Per Carton - \$6.75/Carton Bulk Bins-Red Clean & Core - Per Carton - \$18.00/Carton Bulk Bins-Red Reg Cut - Per Carton - \$8.75/Carton			



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

. Job Offer Information 27

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Pay Information - Piece Rates(7)
3. Details of Material Term or Condition (up to 3,500 characters) * Vessey & CO. Cabbage(cont'd) Mini Bins Clean & Core - Per Carton - \$10.00/Carton Mini Bins Green - Per Carton - \$5.00/Carton Mini Bins Red - Per Carton - \$6.50/Carton RPC Wrapped - Per Carton - \$1.40/Carton 8 Ctn Naked - Per Carton - \$0.77/Carton 6 Ctn Naked - Per Carton - \$0.68/Carton 6 Ctn Wrap - Per Carton - \$0.77/Carton			

. Job Offer Information 28

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Family Housing
3. Details of Material Term or Condition (up to 3,500 characters) * Family housing: As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Yuma County, Arizona and Imperial County, California to provide family housing.  Workers may be reached at the following address and phone number:  ADDRESS: 17815 South Highway 95, Somerton, AZ 85352 PHONE: (760) 592-2256  Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above.			



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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 - Employer Information
3. Details of Material Term or Condition (up to 3,500 characters) * Farm Labor Association for Growers, Inc. (also referred to herein as "FLAG" "Employer" or "Company") is headquartered in Heber, California (101 East Main Street, P.O. Box 104, Heber, CA 92249), Phone: (760) 592-2256. The employer's local Arizona office is located at 17815 South Highway 95, Somerton, AZ 85352, Phone: (760) 592-2256. The employer has designated the office in Somerton, Arizona as the Application site.  FLAG is an association filing as a joint employer with the following employer-members: Organic Girl; Fresh Express Inc.; Taylor Farms Retail			

. Job Offer Information 30

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - EMPLOYMENT ARBITRATION AGREEMENT(1)
3. Details of Material Term or Condition (up to 3,500 characters) * OPTIONAL ARBITRATION AGREEMENT  Any and all disputes, controversies or claims not settled in accordance with the foregoing procedures and arising out of or relating to this employment handbook, your employment or the termination of your employment may be settled by binding arbitration before an impartial arbitrator, unless otherwise prohibited by applicable law. This provision may apply to any and all such disputes, controversies or claims whether asserted individually by the employee against the Company and/or against any employee, officer, alleged agent, director or affiliate of the Company with regard to any matter arising out of your employment or the termination of your employment (pre-hire through post-termination), including, but not limited to, any enforceability or breach of this employment handbook or any purported employment agreement, and/or any claim or controversy arising out of the relationship (or the nature of the relationship) or the commencement or termination of that relationship, including but not limited to, claims for violation of a state or federal statute and/or for breach of covenant, breach of an implied covenant of good faith and fair dealing, wrongful termination, breach of contract, or intentional infliction of emotional distress, defamation, breach of right of privacy, interference with advantageous or contractual relations, conspiracy or other tort claims of any kind. Claims for discrimination, harassment, and/or retaliation arising under Title VII of the Federal Civil Rights Act of 1964, as amended Section 42 U.S.C. sections 2000(e) et. seq. and the California Fair Employment and Housing Act, California Government Code sections 12940-12950, inclusive, California Labor Code, and the Age Discrimination in Employment Act, 29 U.S.C. section 623, are subject to the provisions of this arbitration procedure. Notwithstanding the foregoing, nothing in this Agreement shall prohibit an Employee alleging conduct constituting a sexual harassment dispute or a sexual assault dispute, or the named representative of a class or in a collective action alleging such conduct, from electing to engage in arbitration or electing to file a case under Federal, Tribal or State law that relates to the sexual assault and sexual harassment claims. This Agreement to arbitrate applies to applicable claims that pre-exist or may pre-exist the date of this Agreement or amendment to this Agreement. The arbitration provisions of this Agreement shall provide the exclusive remedy and, by reading and signing this Agreement, each party expressly waives any they might have to seek redress in any other forum, including a trial by jury. Claims for workers' compensation insurance or unemployment compensation benefits are not covered by this procedure. Employee shall not be precluded from filing an administrative charge with an appropriate State or Federal administrative agency for the purpose, among others, satisfying any requirement of exhaustion of administrative remedies prior to invoking this mandatory process; to seek remedies that are not victim-specific; to otherwise permit an administrative agency to file its own lawsuit seeking statutory remedies not otherwise available in the arbitration proceeding or as otherwise required by law.			



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1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - EMPLOYMENT ARBITRATION AGREEMENT(2)
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Employees are expressly precluded from filing or participating in any joint, class, representative or collective claims addressing their wages, hours or other terms or conditions of their employment against the employer in any forum, whether arbitral or judicial. This waiver includes PAGA claims to the extent permitted by law.</p> <p>Such arbitration shall be conducted in accordance with the rules of the arbitration association or service from which the arbitrator is selected (e.g., American Arbitration Association, JAMS, ARS, etc.) and will be governed by the Federal Arbitration Act [9 U.S.C. Section 2, et seq.] If the employment exists in California, California Code of Civil procedure Sections 1280, et seq. will also govern such arbitration to the extent that California law is not contradictory to or pre-empted by applicable Federal law.</p> <p>The arbitration shall be held in a location to be mutually agreed upon by the parties. In the absence of agreement, the arbitrator shall determine the location.</p> <p>The arbitrator shall provide either party with sufficient time and access to witnesses, documentation, and records of the parties in order to conduct adequate discovery prior to initiation of the proceeding.</p> <p>Any claim which either party has against the other party which could be submitted for resolution pursuant to this paragraph must be presented in writing by the claiming party to the other in accordance with applicable State or Federal statutes of limitation.</p> <p>In the event either party contends that the other party's actions are causing injury for which monetary damages would be inadequate, it may seek an injunctive order by submitting to the Office of the Federal Mediation and Conciliation Service in San Francisco a declaration under penalty of perjury setting forth the facts giving rise to its claim. Said declaration shall be served upon the other party personally or by Express Mail, Federal Express, or other comparable service, return receipt requested. If the parties are not able to agree upon a neutral arbitrator within 10 days, the Federal Mediation and Conciliation Service is authorized to select a neutral arbitrator who shall hold a hearing within 10 days of his/her selection.</p> <p>The burden of proof shall at all times be upon the party seeking relief. In determining any matter, the arbitrator shall apply all applicable federal, state and local statutory and common law, which is applicable to the dispute. The arbitration shall be conducted pursuant to the California Code of Civil Procedure's arbitration rules, commencing at Section 1280, and the California Rules of Evidence shall apply. The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability enforceability or formation of the Employee Handbook and this provision.</p> <p>The parties shall not be precluded from seeking all available remedies that would otherwise be available had the matter been litigated in court, including punitive damages and reasonable attorney's fees.</p>			

. Job Offer Information 32

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - EMPLOYMENT ARBITRATION AGREEMENT(3)
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> The parties shall not be precluded from seeking all available remedies that would otherwise be available had the matter been litigated in court, including punitive damages and reasonable attorney's fees.</p> <p>The Company shall pay the cost of the neutral arbitrator and of a transcript of any arbitration proceeding. Upon Employee's completion of all filing requirements necessary to initiate an arbitration, the arbitrator shall provide an invoice due no less than thirty (30) days for any fees and costs. Each party shall bear the expense of any witnesses it calls.</p> <p>Any decision and award or order of the arbitrator shall be in writing and shall be final and binding between the parties as to all claims, which were or could have been raised in connection with the dispute to the fullest extent permitted by law. The arbitrator's decision shall be final and subject to judicial review only as provided by the California Arbitration Act (Code of Civil Procedure Section 1285, et. seq.).</p> <p>If any litigation is necessary to enforce the terms of this Arbitration Agreement, or if any legal action, even though prohibited, is brought with regard to this Employment Handbook, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.</p> <p>In the event that one or more of the provisions contained herein should for any reason be held to be unlawful or unenforceable, such unlawfulness or unenforceability shall not affect any other provision, and the procedures set forth herein shall be construed as if such unenforceable or unlawful provision had not been contained herein.</p> <p>I have read, understand and agree to the terms of this Agreement.</p> <p>Dated: _____ By: _____ Employer Representative Employer Printed Name, Title</p> <p>Dated: _____ By: _____ Signature Employee</p> <p>Employee Printed Name _____</p> <p>Location of Employee at time of signing _____</p>			



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

. Job Offer Information 33

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - POLICY ON COMPANY ARBITRATION AGREEMENT
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> POLICY ON COMPANY ARBITRATION AGREEMENT			
<p>In General: The Company's Arbitration Agreement is fully set forth within the Company Handbook and it is also attached to the back of your handbook, as a separate document, acknowledging that you understand and agree to the terms of the Arbitration Agreement. This document explains a number of provisions in the Arbitration Agreement which is required as a condition of employment for all employees.</p> <p>The policies behind the Arbitration Agreement are to:</p> <ul style="list-style-type: none"><li>• Encourage employees to discuss, report, and promptly report to the Company any concerns, issues, controversies, and/or claims which arise from the employment relationship, so that they may be immediately addressed;</li><li>• Establish open communication and informal problem resolution;</li><li>• Support an engaged, informed workforce that embraces diversity and discourages adversity;</li><li>• To protect individual rights and create an open forum for hearing and addressing complaints and concerns;</li><li>• To eliminate any reluctance to report issues, hazards, and/or conduct or behavior concerns,</li><li>• To promote prompt arbitration and mediation, as opposed to litigation, of employee claims arising out of their employment relationship or termination of employment.</li></ul> <p>The Arbitration Agreement will:</p> <ul style="list-style-type: none"><li>• Provide a quicker resolution of employee claims such as, employment discrimination, harassment or retaliation; any claims brought by the Employee related to wages and working conditions; breach of employment contract or the implied covenant of good faith and fair dealing; wrongful discharge; or misconduct (whether intentional or negligent) including defamation, misrepresentation, fraud, and infliction of emotional stress.</li><li>• To verify that the Employee and the Company understand and agree that they are waiving their right to bring such claims in a court, including the right to a trial by jury, and to file class action claims;</li><li>• Agree that the arbitration proceeding shall be conducted by a neutral arbitrator in accordance with the National Rules for the Resolution of Employment Disputes issued by the American Arbitration Association. The Company will pay the arbitrator's fee for the proceeding, as well as charges for a transcript of the hearing.</li><li>• The neutral arbitrator shall have the authority to award back wages, interest and applicable damages and attorney's fees, the same as if the case were litigated in court.</li><li>• The employee continues to have the right to be represented by an attorney of his/her own choice, and at their own cost;</li><li>• The arbitrator will issue a written decision and his/her decision can only be appealed in accordance with applicable law.</li></ul>			

. Job Offer Information 34

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - POLICY ON COMPANY ARBITRATION AGREEMENT
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Each party to the Arbitration Agreement understands that the Arbitration Agreement in no way does not change the "at-will" employment relationship between the parties nor should it be interpreted to imply the existence of a contract of employment. The "at-will" employment remains in full force and effect. It dictates that at any time, for any reason, with or without cause, or with or without notice, either the employee or employer may terminate the employment at their own discretion. I acknowledge receipt of this document on the date below written.			
<hr/> Employee Name    Employee ID			
<hr/> Employee Signature    Date			
<hr/> Location at time of signing			



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

. Job Offer Information 35

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

. Job Offer Information 36

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(1)
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a commercial driver's license (CDL) on a voluntary basis. The CDL is not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a CDL at the time of application and/or hiring. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to obtain a CDL.  Clean and Core Head Lettuce: Lettuce harvest workers will work as a member of a harvest crew and perform the following tasks: thinning, cleaning, general labor, and lettuce harvesting 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. Bends and grasps selected lettuce and cuts it from the roots using a harvesting knife. Trims outer leaves from the head and cores it with the coring knife. Employee inspects the head lettuce for defects. Employee places head lettuce onto the belt. The process is repeated. The cored lettuce is then carried down the belt to be dropped in a bin where employees inspect quality, core, remove loose leaves, and sort bin to capacity. Bins are constructed and sorted directly in the trailer on a pallet. Bins may weight up to 50 lbs empty. Pallets may weight up to 95 lbs empty, but are carried by two people. Employee discards lettuce that does not meet specified quality standards. Place trimmed lettuce meeting quality standards as directed by supervisor. Prepare freshly harvested crop for shipment. Deliver harvest / packed head lettuce to point of 1st distribution.  CFR) Romaine Carton, Romaine Top and Tail and Mixed Leaf Carton: Field worker harvests romaine, mixed leaf, and head lettuce, thinning, cleaning and general labor. Employee cuts, bags, packs, and loads fresh romaine, head, and mixed leaf in the field. Cutting is done by walking in uneven furrows behind a harvesting platform machine or belt. Under the direction of the field supervisor, employee determines size and quality of the product to be harvested. Then, using a harvesting hand knife and bending at the waist, the employee cuts the head from the roots and trims the outer leaves from the head to prepare it to be placed into a carton or tote. Cutter places the product on a table for the packer to either or combination of tie, spot wash, wrap, seal, and place into a carton/tote, or top and place in wash bucket then dump into belt. The cartons or totes for the product are constructed by unfolding and bending the material as designed to form a box. Carton is labeled and marked as required. The process is repeated. The cartons, totes, or bins are then stacked onto pallets on the deck of the harvester or trailer. Cartons or totes with product can weight up to 50 lbs. Empty pallets can weight up to 95 lbs but are carried by two persons. Prepare freshly harvested crop for shipment. Deliver harvest / packed head lettuce to point of 1st distribution.  Wrap and Naked Iceberg Lettuce Specifications: Cutter and Bagger, Taper and Packer, Boxer/Closer/Tagger, Loader, thinning, cleaning, general labor. Prepare freshly harvested crop for shipment. Deliver harvest / packed head lettuce to point of 1st distribution.			



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

. Job Offer Information 37

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(2)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Wrap and Naked Iceberg Lettuce: Field worker to harvest iceberg lettuce and process it for wrap or naked orders. Manual cutting is done by walking in uneven furrows behind a harvest machine with tables. Under the direction of the field supervisors, the worker then determines the size and quality of the iceberg lettuce to be harvested and using a harvesting knife, the employee bends at the waist and cuts the head from its roots. Employee then trims the outer leaves from the head. Employee inspects the head lettuce for defects and, if it is a wrap order, wraps it by placing it in a bag, or if it is a naked order, leaves it naked. If it is a wrap order, the employee carries a packet of bags around the waist to wrap the heads. Deliver harvest / packed Head lettuce to point of 1st distribution.  Wrap: If is a wrap order, the employee places the wrapped head onto a table. Then a second worker, taper/packer, picks up the bag, spins it, tapes it, and then proceeds to pack it by size.  Naked: If it is a naked order, the employee places the naked head onto a table. The packer will pack the heads, placing a large bag inside the box to protect the 24 heads. The process is repeated. Once the box is full, the closer/box maker will close the boxes and place them either on a machine or a trailer. Boxes may weight from 30-60 lbs and the box will be loaded by a loader onto a pallet that may weight up to 95 lbs empty, but is carried by two persons. Prepare freshly harvested crop for shipment. Deliver harvest / packed head lettuce to point of 1st distribution.  Romaine Lettuce Hearts Specifications: Cutter, Bagger/Water Sprayer, Sealer, Packer, Boxer/Closer/Tagger, Loader, thinning, cleaning, general labor. Prepare freshly harvested crop for shipment. Deliver harvest / packed head lettuce to point of 1st distribution.  Romaine Hearts Lettuce: Field worker to harvest romaine heart lettuce. Manual cutting is done by walking in uneven furrows behind a harvesting machine. Under the direction of the field supervisors, the worker then determines the size and weight of the Romaine Heart lettuce to be harvested and using a harvesting knife, the employee bends at the waist and cuts the head from its roots. Employee then trims the outer leaves from the head and cores it until desired size or weight is reached depending on the label. Employee inspects the head lettuce for defects. Employee places romaine heart lettuce onto table. A second worker water sprays it and packs it into a cone by size. The cone has a bag where the romaine lettuce is packed by size. Cone size ranges from 1 to 6 heads. Prepare freshly harvested crop for shipment. Deliver harvest / packed head lettuce to point of 1st distribution.			

. Job Offer Information 38

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(3)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Bagged: If is a bagged order then the employee places the bagged head onto a second table where a third worker, sealer/packer grabs the bag and seals it using a sealing machine for approximately 3 seconds. Once the bag is sealed, it is packed into a box. The quantity of bags in the box varies depending on the label. A fourth worker receives the box and puts a sticker per bag before closing it. After that it is placed in a belt/roll and is transported onto a trailer. There is a fifth worker, a box maker, who only makes boxes, puts a sticker on each box, and runs it through the roll. Prepare freshly harvested crop for shipment. Deliver harvest / packed Head lettuce to point of 1st distribution  Naked: If it is a naked order then the employee places the naked head onto a table where a second worker places the naked product inside a box or tote. Sometimes the box/tote has a liner where all the heads fit (24-60 count). After that it is placed in a belt/roll and it is transported on to a trailer. The process is repeated. Boxes may weight from 20-60 lbs and the box will be loaded by a loader onto a pallet that may weight up to 95 lbs empty, but is carried by two persons. Prepare freshly harvested crop for shipment. Deliver harvest / packed head lettuce to point of 1st distribution.  Celery, Bok Choi, Baby Bok Choi, Fennel, Brussel Sprouts: Specifications:  Cutter, Bagger/Water Sprayer, Packer, Boxer/Closer/Tagger, Loader, thinning, cleaning, general labor  Celery, Bok Choi, Baby Bok Choi, Fennel, Brussel Sprouts: Field worker to harvest celery, bok choi and fennel. Manual cutting is done by walking in uneven furrows behind a harvesting machine. Under the direction of the field supervisors, the worker then determines the size and weight of the crop to be harvested and, using a harvesting knife with an attachment, bends at the waist, cuts the head from its roots, and cuts the tip off to the required size and weight, depending on the label. Employee inspects the crop for defects. Employee places crop onto table. A second worker water sprays it, re-trims it (cuts top or bottom off) if necessary, and packs it in a bag, depending on the label. The process is repeated. Boxes may weight from 20-60 lbs and the box will be loaded by a loader onto a pallet that may weight up to 95 lbs empty, but is carried by two persons. Prepare freshly harvested crop for shipment. Deliver harvest / packed crop to point of 1st distribution.  Green/Red/Lacinato Kale, Gold/Red Beets, Green/Red/Rainbow Chard, Collards, Leeks, Curley/Italian Parsley: Specifications: Cutter, Bagger/Water Sprayer, Packer, Boxer/Closer/Tagger, Loader, thinning, cleaning, general labor Worker grasps product with both arms and ties it up in bunches. A second worker picks up product and packs it in boxes and bins of different sizes. Machine or ground. Prepare freshly harvested crop for shipment. Deliver harvest / packed crop to point of 1st distribution.			



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

. Job Offer Information 39

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(4)
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Cilantro: Specifications: Cutter, Bagger/Water Sprayer, Packer, Boxer/Closer/Tagger, Loader, thinning, cleaning, general labor Field worker to perform the following duties: Worker cuts product with a knife and ties it in bunches. A second worker picks the bunch up and packs it in boxes and bins of different sizes. Prepare freshly harvested crop for shipment. Deliver harvest / packed crop to point of 1st distribution.</p> <p>Artichoke: Under the direction of the Field Supervisor, workers enter the field to be harvested. They carry a bag on their back and and harvesting knife on their hand. They use this knife to harvest product by size as they walk through the furrows on an uneven field. The workers repeatedly bend at their waist and cut the product by cutting it at the bottom. Then using their other hand they place the product inside the bag. Once the bag fills up (approximately 20 lbs), the worker walks out the field and dumps the product on an table. A second worker sorts the product and places into a bin or a box depending the order. The box then is transported on to a trailer where it is palatalized by type. Cycle repeats. Prepare freshly harvested crop for shipment. Deliver harvest / packed crop to point of 1st distribution.</p> <p>Bell pepper: This job requires the employee to work in an open field, following behind the bell pepper harvesting belt and picking matured, ripened bell peppers by placing them in a bucket and then dumping the peppers onto the harvesting belt. Harvesting bell peppers is a process in which the bell pepper is picked from the vine, leaving the stem attached. Employee must ensure that the picked bell peppers are fully matured and ripened. Employee must be able to pick bell peppers; lift a plastic bucket; separate, lift and grasp; safely walk on uneven ground in different parts of the field to perform the work. Prepare freshly harvested crop for shipment. Deliver harvest / packed crop to point of 1st distribution.</p> <p>Yellow/ White / Green Onion This job requires the employee to top onion in an open field on hands and knees with company-provided shears. Topping onion is a process by which the onion bulb roots and stems are cut off with shears, and the bulbs are placed in a bucket and then dumped into a bin for processing. Employee must handle onion bulbs with caution to avoid damage. Employee will need to ensure minimal amount of dirt; roots and trash is placed in bucket. Employee must be able to handle pulled onion on hands and knees; separate, pull, grasp, cut, clip, and lift buckets to the bin; safely walk on uneven ground in different part of the field to perform the work. Prepare freshly harvested crop for shipment. Deliver harvest / packed crop to point of 1st distribution.</p>			

. Job Offer Information 40

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(5)
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Butternut Squash, Spaghetti Squash, Zucchini, Eggplant: Specifications: Cutter, Bagger/Water Sprayer, Packer, Boxer/Closer/Tagger, Loader, thinning, cleaning, general labor Field worker to perform the following duties: Worker cuts product with a harvesting knife and packs product in different assigned sizes cartons and bins. Manual cutting is done by walking in uneven furrows. Under the direction of the field supervisors, the worker then determines the size and weight of the crop to be harvested. Prepare freshly harvested crop for shipment. Deliver harvest / packed crop to point of 1st distribution.</p> <p>Pumpkin Ground Harvest: Field worker to harvest pumpkins. Under the direction of the field supervisor, the worker walks in uneven furrows. Using a harvesting knife and bending at the waist, the employee cuts the pumpkin from the stem and places it in a different furrow on the ground where it will be left sitting for about 3 to 4 days until it is ready to be harvested. Once pumpkin is ready, the employee, under the direction of the field supervisor, walks in uneven furrows, determines size and quality of the pumpkin, picks the pumpkin using his hands, and places it into a bin. Cycle repeats. Prepare freshly harvested crop for shipment. Deliver harvest / packed crop to point of 1st distribution.</p> <p>Pumpkin Machine Harvest: Field worker to harvest pumpkins. Under the direction of the field supervisor, the worker walks in uneven furrows. Using a harvesting knife and bending at the waist, the employee cuts the pumpkin from the stem and places it in a different furrow on the ground where it will be left sitting for about 3 to 4 days until it is ready to be harvested. Once pumpkin is ready, the employee, under the direction of the field supervisor, walks behind a harvest machine in uneven furrows, selects the pumpkins of the right size and quality, picks the pumpkin using his hands, and places it on top of the machine's platform where a second worker packs it into a box. Box weight range is from 20 to 50 lbs. Once a box is complete, it is transferred to a trailer where it is stacked by a loader. It is then is taken out of the field once the load is ready. Cycle repeats. Prepare freshly harvested crop for shipment. Deliver harvest / packed crop to point of 1st distribution.</p> <p>Pea harvest: Workers will perform pea harvest. To avoid damaging the stem, workers use one hand to hold the pea vine and the other hand to pull off the pea pods. Vines can be brittle, so workers steady the vines with one hand while picking with the other. Prepare freshly harvested crop for shipment.</p> <p>Transplant: Field workers to perform the following duties: Field workers work on the transplanting machine platform and/or walk in uneven furrows behind a transplanting machine. As the machine moves, the workers working on the machine platform manually load trays of product into the transplanting machine to be inserted automatically by the machine into the soil. As the machine moves forward, under the direction of the field supervisor, the workers walking behind the machine in uneven furrows carry trays of product. As the field workers walk, they look for gaps not filled in by the transplanting machine. If there are gaps or if the product is not transplanted correctly by the machine, the field worker manually grabs the product from the tray, bends at the waist, and inserts it (plants it) in the bed (on soil).</p>			





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

. Job Offer Information 41

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(6)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Crop cleaning: Workers walk in uneven furrows. Under the direction of the field supervisor, field workers look for weeds around crops and in between lines of product seeds and uses a hoe to clean out unwanted weeds. 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 seeds, and using a long-handled hoe thins out any excess crop/seeds and/or weed on the seedline 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 takes it out of the field as instructed by field supervisor.  Crop cleaning by hand: Workers walk in uneven furrows. Under the direction of the field supervisor, field workers look for weeds around crop and in between product seedlings and have to bend and/or be on their knees to manually clean out unwanted weeds. The worker manually cleans the lot for any unwanted weed on the beds and seedlings and takes it out of the field as instructed by field supervisor.  Conveyor Belt Machine for Cabbage/ Automated Coring, Picking and cleaning of Cabbage, thinning, cleaning, general labor Field worker to harvest Cabbage without core in preparation for value added processing. Cutting is done by walking in uneven furrows behind a Belt Machine. Under the direction of the field supervisors, employees determine size and quality of cabbage to be harvested. Using a harvesting knife and bending at the waist, the employee cuts the head from the roots and trims the outer leaves from the cabbage head, places it on a table where a second employee removes the core with an automated core extraction machine. Holds it with both hands and places the core part of the cabbage towards the core extraction machine and by pushing the cabbage against the machine, the core will be removed, this is done repeatedly until the core is completely removed. Employee inspects the cabbage for defects. Employee places cabbage head on belt. The process is repeated. The cabbage, with no core, is then carried down the belt to be dropped in bins where employees inspect for quality, remove loose leaves and sorts bins to capacity. Bins are constructed and ordered directly over pallets on the trailers. The bins may weight up to 50 lbs. The pallets may weight up to 95 lbs empty, but are carried between two persons. Prepare freshly harvested crop for shipment.			

. Job Offer Information 42

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(7)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Specific to Naked Cabbage: Field worker to harvest cabbage. Manual cutting is done by walking in uneven furrows behind a harvest machine with tables. Under the direction of the field supervisors, the worker then determines the size and quality of the cabbage to be harvested and using a harvesting knife, the employee bends at the waist and cuts the head from its roots. Employee then trims the outer leaves from the head. Employee inspects the cabbage head for defects if naked then the employee places the naked head onto a table. The packer will place head inside the box. Pack size varies depending on the order. A large bag called a liner may be used inside the box, as requested by customer. The process is repeated. Once the box is full, the closer/box maker will close the boxes and place them either on a machine or a trailer. Boxes may weight from 30-60 lbs and the box will be loaded by a loader onto a pallet that may weight up to 95 lbs empty, but is carried by two persons.  Salanova Whole Head and Cored Specifications: Cutter, Packer, Boxer/Closer/Tagger, Loader, thinning, cleaning, general labor.  Ground Crew Naked Salanova: Field worker to harvest Salanova. Manual cutting is done by walking in uneven furrows pulling a ski, made of PVC tube, which transports one or two totes each time (plastic container) with an approximate weight of 25 lbs (including ski and tote). Under the direction of the supervisors, the workers determine the size and quality of the product. Can be harvested as a whole or without core. Using a harvesting knife, the employee bends at the waist and cuts the Salanova head from the roots. The employee then cuts the excess leaves off the head and places product inside a tote, which has been pre-assembled with a plastic bag in the inside, making sure the product is free of defects and has no core, when necessary. This is done repeatedly until tote is full. It is then loaded and transported by hand to the trailer where water is added, the bag is then closed and loaded on top of a wooden or plastic stage. The washing process on the closed and loaded trailer is carried out by one or two persons on top of the trailer. Once it is loaded in pallets, it is tagged indicating: product and type of cut. This product is worked the same way at all times in different bins such as solid totes, pre-assembled totes, or cartons which are called mini bins. The weight of these containers when full varies from 18 lbs to a maximum of 35 lbs. Prepare freshly harvested crop for shipment.  Green / Red Leaf & Butter Cutter, Bagger/Water Sprayer, Sealer, Packer, Boxer/Closer/Tagger, Loader, Safety Vest Man.  Green/Red Leaf & Butter: Field worker to harvest G/R Leaf & Butter. Manual cutting is done by walking in uneven furrows behind a harvesting machine. Under the direction of the field supervisors, the worker then determines the size and weight of the G/R Leaf to be harvested and using a harvesting knife, the employee bends at the waist and cuts the head from its roots. Employee then trims the outer leaves from the head and cores it until desired size or weight is reached depending on the label. Employee inspects the G/R Leaf for defects. Employee places G/R Leaf onto table. A second worker sprays it with water and packs it into a cone depending on the size. The cone has a bag where the G/R Leaf is packed depending its size. Prepare freshly harvested crop for shipment.			



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H. Additional Material Terms and Conditions of the Job Offer

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1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(8)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> <b>Naked:</b> If it is a naked order then the employee places the G/R Leaf onto a table where a second worker places the naked product inside a box or tote, sometimes the box/tote has a liner where all the heads fit from 24-60 count. After that it is placed in a belt/roll and it is transported onto a trailer. The process is repeated. Boxes may weight from 20-60 lbs and the box will be loaded by a loader onto a pallet that may weight up to 95 lbs empty, but is carried by two persons.  <b>Spinach, Frisee &amp; Spring Mix Specifications:</b> Machine Harvest Positions: Sprinklers, Quality/Checker, Machine Operator, Box Maker, Tractor Driver, Loader, Packers, thinning, cleaning, general labor  Under the direction of the supervisors, a field worker walks in uneven furrows in front of the machine cleaning (cleaning out) beds to ensure quality of product. Field workers (Packers) fill up totes with product on top of a harvesting machine, product is moved to a trailer and it is then transported out the field. Process is repeated. Prepare freshly harvested crop for shipment.  <b>Cauliflower Specifications:</b> Cleaning, Thinning, General Labor, Cutter, Tying, Taper/Bagger, Packer, Box Maker, Loader, Tractor Driver, Machine Driver  Cauliflower: Field worker to harvest cauliflower. Manual cutting is done by walking in uneven furrows behind a harvesting machine. Under the direction of the field supervisors, the worker then determines the size and weight of the cauliflower head to be harvested and using a harvesting knife, the employee bends at the waist, cuts the head from its roots and cuts the sides of the cauliflower head into a crown shape. Product is placed on a table where it is sprayed with a chlorine solution. Employee inspects the cauliflower for defects. A second worker packs it in a bag and then into a box depending on the label. It can also be packed naked in totes for processing. Prepare freshly harvested crop for shipment. Product is then moved loaded into a trailer by a loader. Cycle repeats.  Cauliflower Tying: Field worker to tie cauliflower crop. Manual tying is done by walking in uneven furrows. Under the direction of the field supervisor, the worker places rubber bands in a piece of wire. Once wire has enough rubber bands, worker ties it around his waist. The worker uses special rubber bands and ties the cauliflower leaves to cover the cauliflower head one by one until they are all covered. Cycle repeats.  <b>Broccoli /Broccollette Specifications:</b> Breaking broccollette, cleaning, thinning, cutter, packer, box maker, loader  Broccoli: Field worker to harvest broccoli. Manual cutting is done by walking in uneven furrows behind a harvesting machine. Under the direction of the field supervisors, the worker then determines the size and weight of the broccoli head to be harvested and using a harvesting knife, the employee bends at the waist, cuts the head from its roots and cuts the sides of the broccoli head into a crown shape. Product is placed on a table where an employee inspects the broccoli for defects. A second worker packs it into a box. Depending on the label, sometimes it is bunched and packed with a rubber band. It may also be packed naked in totes for processing. Prepare freshly harvested crop for shipment. Product is then moved and loaded into a trailer. Cycle repeats.			

. Job Offer Information 44

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(9)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> <b>Citrus:</b> Under the direction of the field supervisor, the worker picks up a ladder using his arms and leans it against the citrus tree. The worker carries with him an empty sack around his neck and upper body to place the product he/she is harvesting. The worker also holds a pair of clippers in his/her hand to clip fruit (there is no manual handling / pulling of the citrus fruit as this will severely damage the crop). Climbing up the ladder, the worker grabs the product, clips it and places it in the sack. Full sacks weigh between 50 and 80 lbs. Once the sack is full, the workers descend the ladder and walk for approximately 5-30 feet and dump the sack into a bin. The bins are loaded by forklift on a truck and delivered to the packing facility. Prepare freshly harvested crop for shipment. The cycle is repeated until the end of the shift.  Workers will perform a variety of duties related to the production of row crops (hay/straw, alfalfa):  <b>Hay/straw</b> •Clip and mow hay fields. •Use equipment to rake and bale hay. •Pick up bales and place on wagons or trucks. •Place bales in on-farm sheds and barns for storage. •Clean and prepare fields for next crop. •Cultivate and seed fields for next crop. •Move rolled hay with equipment to storage or shipping locations.  <b>Alfalfa</b> •Fill planters with seed from bags by hand. •Use equipment to plant seeds. •Load and unload seed bags from trucks. •Transport harvested crops to other on-farm locations for storage. •Clean and prepare equipment and tools. •Prepare fields for next crop.  Alternative Work: This could include workers preparing barns, preparing land for planting, draining fields, maintenance of tools and equipment, and other work that is directly related to growing crops and activities for which the worker was hired. Such work will be offered when climate or crop conditions preclude working in the primary activities listed above.  The job may entail riding ATVs or UTVs periodically for 1) crop hauling/transporting purposes and rapid means of on-farm transportation between repair/maintenance shop and ranch/worksites; 2) The close proximity of worksites to housing allows for workers to quickly arrive at requested worksite without the need to travel on public roads; and, 3) Some portions of ranch for irrigation purposes are inaccessible with a conventional motor vehicle and only an ATV or UTV is suitable to access to tight confined or muddy areas.			



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

. Job Offer Information 45

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(10)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Irrigation: Field worker to perform the following duties:  Irrigation Flood: Workers walk on uneven furrows. Using a shovel, workers shape and/or remove soil gates within the furrow to give access or obstruct water flow in field. Workers have to manually connect plastic pipes that connect the water source line into the field. These pipes weigh approximately 5lb, are 5ft in length, and 2" in width.  Pre-Irrigation: Workers walk on wet uneven furrows and across beds. Field workers move within the field looking for any non-working or clogged sprinklers. Under the direction of the field supervisor, workers make sure sprinklers aren't clogged or have any pipe disconnected. Pre-irrigation is used to water down soil and prepare the field prior to farming.  Irrigation: Workers walk on uneven furrows. Field workers pick and/or lay sprinklers and irrigation pipes. Employees are grouped in groups of 3 workers. One worker drives the tractor, and the other two workers walk behind a tractor and a trailer that carries aluminum pipes. Under the direction of the field supervisor, the worker grabs the pipes and sprinklers and by bending at the waist they have to manually unload and/or load pipes into the furrow to set the field up for irrigation following transplanting.  Break/move pipes: Workers walk on uneven furrows. Field workers pick and/or lay sprinklers and irrigation pipes. After a transplanted field is watered down, workers have to move and/or break irrigation pipe lines. Under the direction of the field supervisor, field workers have to move and carry the aluminum pipes and sprinklers from one furrow into the next as needed to water down the field evenly. Aluminum pipes and sprinklers weigh approximately 50 lbs, 30ft in length, 2 ½ in width.  Farm and Harvest Equipment Repair/Maintenance - Inspection of parts of tractors and other farm and harvest equipment. Removal of parts. Lubrication, reconditioning, coating ,or replacement of parts on tractor and other farm and harvest equipment. Use of basic hand tools. Clean and polish of equipment. Adjustment or replacement of components. Work performed solely on agriculture property parcels.  Farm and Harvest Equipment Cleaner - Washing of farm and harvest equipment with water. Removal of dirt and debris from farm and harvest equipment. Application of soap and chlorine to farm and harvest equipment for proper disinfection and removal of potentially harmful microbes. Filling of fuel of for harvest and farm equipment. Work performed solely on agriculture property parcels.  Row Boss: Assist crew foreman with pre-harvest process and audits. Checks product quality. Serves as quality control person. Helps coordinate daily production.			

. Job Offer Information 46

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(11)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> General Ranch Maintenance / General Farm Labor includes, but is not limited to, on the farm road maintenance and dust control to farm roadways by means of farm equipment.  Housing monitor: Workers will perform work on the farm at the growing and housing locations – lives in company-provided housing; assists with maintenance and upkeep/repairs of worker housing facilities, including housing cleaning detail to provide a high standard for safe and secure living conditions and food service; help set up housing prior to occupancy and move furniture (mainly bunk beds and mattresses) from the housing sites to storage containers after the end of the period of need; monitors food is served accordingly to all workers; reports incidents or complaints; monitor and prepare reports on attendance; must be able to drive and will occasionally drive to other housing sites / fields to check on employees.  Field Safety / Food Safety activities: Worker works closely with Row Boss and fills out documentation for Field Safety / Food Safety compliance, including but not limited to, crew training attendance, crew safety tailgates, internal crew audits, updates training packages, maintains roster of crew certifications, weekly review of field safety / food safety compliance.  Sanitization Activities: workers will perform sanitization activities at housing facilities to ensure workers' wellness and safety.  FORKLIFT DRIVER SPECIFICATIONS: Sits down on the forklift and performs the following:  1. Moves knobs on the machine to move loads (bins or pallets) from one trailer to another in fields 2. Loads and unloads from trailer empty containers and containers full of product in fields 3. Required basic knowledge of driving a forklift, must pass a forklift safety training (provided by the employer) and demonstrate ability to operate forklift in a safe manner.  CHALEQUERO (SAFETY VEST MAN): 75% of the time performs the duties of the jobs mentioned above. Replaces workers on bathroom breaks and supervises safety during machine and tractor turns getting off the field or coming back to start new row/furrow			



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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 47

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(12)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> CIF/CFR:  TRACTOR DRIVER SPECIFICATIONS: 1. Transfers water from Reefer to tractor and from tractor to Machine. Mixes chlorine with water. 2. Builds bins on top of a platform, transports trailer from the lot the yard and tarp loads. 3. Drives tractor as bins are filled up.  MACHINE DRIVERS: 1. Rinses Machine before, during, and after shift. 2. Inspects the Machine before, during, and after shift. 3. Drives the Machine. 4. Opens and Closes the Machine 5. Takes extension in and out and loads the machine on transporting dolly.  REYNA (BIN FILLER): Builds bins on top of a platform, places liner in quality assurance. Makes sure bins are filled correctly. Closes the liner and tarps loads.  WRAP/HEARTS/MIXED:  TRACTOR DRIVER SPECIFICATIONS: 1. Places pallets on platform and loads boxes. 2. Transports trailer from the lot the yard and tarp loads. 3. Places V-boards and ties loads.  MACHINE DRIVERS: 1. Rinses Machine before, during, and after shift. 2. Inspects the Machine before, during, and after shift. 3. Drives the Machine. 4. Opens and Closes the Machine 5. Takes extension in and out and loads the machine on transporting dolly. 6. Loader			

. Job Offer Information 48

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties(13)
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Health/Wellness Monitor  Provide basic health/wellness monitoring for farmworkers, by recording vital signs, such as temperature checks; Observe or examine workers to detect virus symptoms that may require medical attention; Document or otherwise report observations of worker complaints or physical symptoms to supervisors and management; Record vital statistics or other health information; Monitor farmworkers to detect health problems; May focus on health/wellness goals to avoid virus spread/contamination; Provide farmworkers with information needed to promote health and wellness, reduce risk factors or prevent virus infection (social distancing, water breaks and heat safety measures, proper diet and general health practices). Healthcare will be provided to farmworkers at employer-provided farmworker housing and at field sites, before, during, and after workday, in conjunction with farmworkers' on-farm agricultural activities.  Work Activities •Identifying Objects, Actions, and Events — Identify information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events; contact tracing. •Communicating with Supervisors/Management — Provide information to supervisors and management by telephone, in written form, e-mail, or in person. •Interacting with Computers — Using computers and computer systems to enter data or process information. •Interpreting the Meaning of Information for Others — Translate or explain what information means and how it can be used. •Organizing, Planning, and Prioritizing Work — Develop specific goals and plans to prioritize, organize, and accomplish work. •Processing Information — Compile, categorize, or verify information or data. •Performing Administrative Activities — Perform day-to-day administrative tasks such as maintaining information of temperature/wellness checks.  PHYSICAL DEMANDS: •The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. •While performing the duties of this Job, the employee is regularly required to sit; use hands to handle or feel and talk or hear. •The employee is frequently required to reach with hands and arms. •The employee is occasionally required to stand; walk and stoop, kneel, crouch, or crawl. •The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 80 pounds. •Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.  Reasonable Accommodations Statement: To accomplish this job successfully, an individual must be able to perform, with or without reasonable accommodation, each essential function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.  Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.			