



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

**A. Job Offer Information**

|   |                |   |            |                               |              |  |  |
|---|----------------|---|------------|-------------------------------|--------------|--|--|
| 1. Job Title * Field Workers  |                |   |            |                               |              |  |  |
| 2. Workers Needed *   |                | a. Total  | b. H-2A    | Period of Intended Employment |              |  |  |
|   |                | 30  | 25         | 3. Begin Date * 12/5/2022     |              | 4. End Date * 3/23/2023  |  |
| 5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? *<br>If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.                |                |   |            |                               |              |  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          |
| 6. Anticipated days and hours of work per week *  |                |   |            |                               |              |  | 7. Hourly work schedule *  |
| 40  | a. Total Hours | 7   | c. Monday  | 7                             | e. Wednesday | 7  | g. Friday  |
| 0   | b. Sunday      | 7   | d. Tuesday | 7                             | f. Thursday  | 5  | h. Saturday  |
|   |                |   |            |                               |              |  | a. 6 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM |
|   |                |   |            |                               |              |  | b. 1 : 30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM |
| <b>Temporary Agricultural Services and Wage Offer Information</b>   |                |   |            |                               |              |  |  |
| 8a. Job Duties - Description of the specific services or labor to be performed. *<br>(Please begin response on this form and use Addendum C if additional space is needed.)<br>See Addendum C |                |   |            |                               |              |  |  |
| 8b. Wage Offer *  |                | 8c. Per *   |            | 8d. Piece Rate Offer \$       |              | 8e. Piece Rate Units/Special Pay Information \$  |  |
| \$ 14.79  |                | <input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH |            | \$ 01.05                      |              | Broccoli Harvesting CAFB 6428 Random Bulk Group<br>incentive rate per pack style Dimensions: 23.62 x 15.75 x 11.26 |  |
| 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). *<br>(Please begin response on this form and use Addendum C if additional space is needed.)<br>See Addendum C               |                |   |            |                               |              |  |  |



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**B. Minimum Job Qualifications/Requirements**

|   |   |  |   |
|---|---|--|---|
| 1. Education: minimum U.S. diploma/degree required. *   |   |  |   |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.) |   |  |   |
| 2. Work Experience: number of <u>months</u> required. *   | 3   | 3. Training: number of <u>months</u> required. *                                     | 0 |
| 4. Basic Job Requirements (check all that apply) *  |   |  |   |
| <input type="checkbox"/> a. Certification/license requirements  |   | <input checked="" type="checkbox"/> g. Exposure to extreme temperatures              |   |
| <input type="checkbox"/> b. Driver requirements   |   | <input checked="" type="checkbox"/> h. Extensive pushing or pulling                  |   |
| <input type="checkbox"/> c. Criminal background check   |   | <input checked="" type="checkbox"/> i. Extensive sitting or walking                  |   |
| <input checked="" type="checkbox"/> d. Drug screen  |   | <input checked="" type="checkbox"/> j. Frequent stooping or bending over             |   |
| <input checked="" type="checkbox"/> e. Lifting requirement <u>90</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.<br>(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 *  |            |                  |   |
| AFL: W Country 14th St & South Ave G   |            |                  |   |
| 2. City *  | 3. State * | 4. Postal Code * | 5. County *   |
| Yuma   | Arizona    | 85365            | Yuma  |
| 6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *  |            |                  |   |
| Harvesting will take place in various fields in and around Yuma County, Arizona and Imperial County, California and which consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the harvesting will be completed at the following locations which are owned or operated by Ocean Mist Harvesting (Grower): |            |                  |   |
| <del>Ocean Mist Harvesting (Grower) contact information: Ocean Mist Harvesting, 894-870-5905</del>   |            |                  |   |
| 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 *   |            |   |   |
| Royal Motor Inn, 2941 S 4th Ave   |            |   |   |
| 2. City *   | 3. State * | 4. Postal Code *  | 5. County *   |
| Yuma  | Arizona    | 85364   | Yuma  |
| 6. Type of Housing *  |            | 7. Total Units *  | 8. Total Occupancy *  |
| Motel   |            | 5   | 25  |
| 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) *   |            |   |   |
| Royal Motor Inn will provide Premium Packing with accommodations for 25 workers during the contract period. 5 units will be provided, with 5 workers per room. Total capacity: 25 workers. Each worker will be provided with their own bed. Coin operated laundry facilities are onsite. Catering will be provided by Pan Comido, LLC to workers living at this location. |            |   |   |
| 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No |



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**E. Provision of Meals**

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. \* (Please begin response on this form and use Addendum C if additional space is needed.)  
Workers living in employer provided housing without kitchen facilities will receive three meals per day by Pan Comido, LLC catering (point of contact Dalila Beltran 831-9700-8491). A deduction of \$14.00 per day (or higher when the Department of Labor publishes the new maximum meal deduction rate, or the Department of Labor approves a higher meal charge) for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing. The employer will provide 3 meals per day. Mealtimes may vary by the needs of the employee's work schedules. This deduction applies to employees who are offered meals beginning on the first day the worker occupies the employer-provided housing. This deduction will be made for each day the worker is assigned to such housing.

See Addendum C.

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

**F. Transportation and Daily Subsistence**

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

See Addendum C

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

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

The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.

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 | \$ <u>14</u> . <u>00</u> | per day *             |
|   | b. no more than | \$ <u>59</u> . <u>00</u> | per day with receipts |

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**G. Referral and Hiring Instructions**

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

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

See Addendum C

2. Telephone Number to Apply \*

+1 (760) 848-7800

3. Email Address to Apply \*

h2a@premiumpacking.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 \$ |
| Alderete   | Ronnie                  |                      |
| 4. Title *   |                         |                      |
| General Manager  |                         |                      |
| 5. Signature (or digital signature) *                                |                         | 6. Date signed *     |
| Digital Signature Verified and Retained By <i>Certifying Officer</i> |                         | 10/19/2022           |

**Employment Service Statement**

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

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

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



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

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per        | Piece Rate Units/Special Pay Information   |
|---------|-------------------------------|------------|------------|--|
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 CAFB 6428 Random Bulk Group incentive rate per pack style Dimensions: 23.62 x 15.75 x 11.26       |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Dry Bunch 14ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?       |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Dry Bunch 18ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?       |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Dry Bunch 18ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?       |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Dry Asian Cut 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?        |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Dry Crowns 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?           |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Dry Crowns 20# PlacePack Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Dry Crowns 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?           |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Dry Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?          |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Dry Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?          |

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

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per        | Piece Rate Units/Special Pay Information  |
|---------|-------------------------------|------------|------------|---|
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Dry Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?           |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Dry Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?           |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Field Tote Bunch 14ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 20 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch Field Wrap 14ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 20 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch Field Wrap 18ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 20 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Field Wrap Dry 18ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?   |
|         | Broccoli Harvesting           | \$ 01 . 20 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 BunchFWrap 6428 18ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?  |
|         | Broccoli Harvesting           | \$ 01 . 20 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crown Field Wrap 20ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?     |
|         | Broccoli Harvesting           | \$ 01 . 20 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crown Field Wrap 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?     |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch 6425 16ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?       |

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

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per        | Piece Rate Units/Special Pay Information  |
|---------|-------------------------------|------------|------------|---|
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch 6425 20ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 6425 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?     |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch 6428 14ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch 6425 16ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch 6428 18ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch 6428 20ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch 6425 22ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch 6428 22ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 6423 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?     |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 6423 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?     |

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

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per        | Piece Rate Units/Special Pay Information  |
|---------|-------------------------------|------------|------------|---|
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Lined 14ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?            |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Lined Crowns AC 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?       |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Lined Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?         |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Lined Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?         |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch 14ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?            |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch Pallet 14ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?     |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch Export 14ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?     |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Naked 14ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?            |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch 14ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?            |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch Shower Cap 14ct 14s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |

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

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per        | Piece Rate Units/Special Pay Information   |
|---------|-------------------------------|------------|------------|--|
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch 18ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?             |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch Export 18ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?      |
|         | Broccoli Harvesting           | \$ 01 . 05 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Bunch Loblaw 18ct 18s Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?      |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?                 |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns Pallet 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?          |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?                 |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns Asian Cut 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?       |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 CrownsAsianCut Pallet 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?  |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns Asian Cut 20# Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?       |
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Naked Crowns 20# PlacePack Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |

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

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per        | Piece Rate Units/Special Pay Information  |
|---------|-------------------------------|------------|------------|---|
|         | Broccoli Harvesting           | \$ 01 . 15 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Naked Crowns 20# PP Spartan Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?                 |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?                 |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?                 |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?                 |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crown Leaves 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?           |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?                 |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?                 |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns Export 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?          |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crown Hang Tag 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?         |



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

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per        | Piece Rate Units/Special Pay Information  |
|---------|-------------------------------|------------|------------|---|
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crown Hang Tag 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?   |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 40ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?           |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 40ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?           |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 42ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?           |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 42ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?           |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns 42ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?           |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Crowns Export 42ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94?    |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Naked (Domestic) 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.84-\$19.14 Naked (Domestic) 38ct Group incentive rate per pack style Dimensions: 19.81? x 11.69? x 11.94? |
|         | Broccoli Harvesting           | \$ 14 . 79 | Hour       | Average Hourly Rate: 14.79 Hourly (NPT) - Arizona Hourly  |

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

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per        | Piece Rate Units/Special Pay Information   |
|---------|-------------------------------|------------|------------|--|
|         | Broccoli Harvesting           | \$ 17 . 51 | Hour       | Average Hourly Rate: 17.51 Hourly (NPT) - California Hourly  |
|         | Cauliflower Harvesting        | \$ 01 . 80 | Piece Rate | Average Hourly Rate: \$17.60-\$18.50 Conventional Cauliflower Regular Group incentive rate per pack style Dimensions: 23 x 06 x 19.06 x 6                                    |
|         | Cauliflower Harvesting        | \$ 09 . 50 | Piece Rate | Average Hourly Rate: \$17.60-\$18.50 Conventional Cauliflower Bin Leaves Group incentive rate per pack style Dimensions: 23 x 06 x 19.06 x 6                                 |
|         | Cauliflower Harvesting        | \$ 02 . 05 | Piece Rate | Average Hourly Rate: \$17.60-\$18.50 Conventional Cauliflower Cauliflower RPC Group incentive rate per pack style Dimensions: 23 x 06 x 19.06 x 6                            |
|         | Cauliflower Harvesting        | \$ 01 . 10 | Piece Rate | Average Hourly Rate: \$17.60-\$18.50 Conventional Cauliflower 6428 CAFB Random Size Blk (Food Service) Group incentive rate per pack style Dimensions: 23.25 x 15.25 x 10.43 |
|         | Cauliflower Harvesting        | \$ 01 . 80 | Piece Rate | Average Hourly Rate: \$17.60-\$18.50 Organic Cauliflower Regular Group incentive rate per pack style Dimensions: 23 x 06 x 19.06 x 6   |
|         | Cauliflower Harvesting        | \$ 01 . 02 | Piece Rate | Average Hourly Rate: \$17.60-\$18.50 Organic Cauliflower Wrap 64 18 8ct Group incentive rate per pack style Dimensions: 24 x 06 x 19.06 x 6                                  |
|         | Cauliflower Harvesting        | \$ 17 . 51 | Hour       | Average Hourly Rate: 14.79 Hourly (NPT) - Arizona Hourly   |
|         | Cauliflower Harvesting        | \$ 17 . 51 | Hour       | Average Hourly Rate: 17.51 Hourly (NPT) - California Hourly  |
|         |                               | \$ .       |            |  |



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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 § |
|------------------------------------|--|---|-----------------|---------------|--------------------|
| Ocean Mist Harvesting              | BIA #174: Ross Rr<br>Winterhaven, California 92238<br>IMPERIAL   |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | ALI: Ave D & Co. 13th St<br>Yuma, Arizona 85365<br>YUMA          |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Casa Blanca: A Avenue 27 E<br>Welton, Arizona 85356<br>YUMA      |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Circle K: E Mountain View Ave<br>Welton, Arizona 85356<br>YUMA   |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Dart: Ave D & Co. 13th St<br>Yuma, Arizona 85365<br>YUMA         |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | E Pendergast: DV D & Co. 15th St<br>Yuma, Arizona 85365<br>YUMA  |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Edwards Home: Ave D & Co. 13th St<br>Yuma, Arizona 85365<br>YUMA |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Gwynn: S Avenue D<br>Yuma, Arizona 85365<br>YUMA                 |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Haide: Co. 12th St & Ave D<br>Yuma, Arizona 85365<br>YUMA        |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Lorden: Ave D & Co. 13th St<br>Yuma, Arizona 85365<br>YUMA       |   | 12/5/2022       | 3/23/2023     | 25                 |

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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| Ocean Mist Harvesting              | Norma: Co. 13th St & Bridges Ave<br>Yuma, Arizona 85365<br>YUMA                       |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | N Fletcher: Somerton Ave & Co. 13th St<br>Yuma, Arizona 85365<br>YUMA                 |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Rio Norte: E Co. 8th St & Ave 29E<br>Welton, Arizona 85356<br>YUMA                    |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Robbie: S Ave 44 E & E Co. 3rd St<br>Yuma, Arizona 85365<br>YUMA                      |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | S Fletcher: Somerton Ave & Co. 14th St<br>Yuma, Arizona 85365<br>YUMA                 |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | South Wilson: Southwest corner of Co. 5th St & Ave 40E<br>Yuma, Arizona 85365<br>YUMA |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | State Lease: Co. 7th St & Ave 33E<br>Welton, Arizona 85356<br>YUMA                    |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Stefella: Co. 13th St & Ave D<br>Yuma, Arizona 85365<br>YUMA                          |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Consaul-Christine 2: W Co. 9th St<br>Yuma, Arizona 85365<br>YUMA                      |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Consaul -Donovan: S Fortuna Ave<br>Yuma, Arizona 85365<br>YUMA                        |   | 12/5/2022       | 3/23/2023     | 25                 |

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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| Ocean Mist Harvesting              | Consaul-Kelleman: S Ave G<br>Yuma, Arizona 85365<br>YUMA              |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Consaul-McIntyre: Co. 20th St S<br>Somerton, Arizona 85350<br>YUMA    |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Dinsmore-MJB Flint: Co. 13th<br>Somerton, Arizona 85350<br>YUMA       |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | L&R-Betty: US-95<br>Somerton, Arizona 85350<br>YUMA                   |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | L&R-Bill 1-6: S Somerton Ave<br>Somerton, Arizona 85350<br>YUMA       |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Bookley: W 8th St<br>Yuma, Arizona 85365<br>YUMA                      |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Cocopah: W Co 13th St<br>Yuma, Arizona 85365<br>YUMA                  |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Cocopah: Co. 19th St<br>Yuma, Arizona 85365<br>YUMA                   |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch 124: Nordahl Rd<br>Winterhaven, California 92238<br>IMPERIAL    |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch 141: East Imperial<br>Winterhaven, California 92238<br>IMPERIAL |   | 12/5/2022       | 3/23/2023     | 25                 |

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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| Ocean Mist Harvesting              | Ranch 50: Haugtelin Rd<br>Winterhaven, California 92238<br>IMPERIAL           |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch 152 Org: 3rd St<br>Winterhaven, California 92238<br>IMPERIAL            |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Top Flavor-Ranch 164: Picacho Rd<br>Winterhaven, California 92238<br>IMPERIAL |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch 169: Picacho Rd<br>Winterhaven, California 92238<br>IMPERIAL            |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Nunez 03: Imperial Cnty<br>Winterhaven, California 92238<br>IMPERIAL          |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Nunez 06: Ave E Imperial Cnty<br>Winterhaven, California 92238<br>IMPERIAL    |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch 169: Imperial Cnty<br>Winterhaven, California 92238<br>IMPERIAL         |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | E Gallaher: US-95<br>Somerton, Arizona 85350<br>YUMA                          |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Vel-2: W 22nd St<br>Yuma, Arizona 85365<br>YUMA                               |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch 98:US-95<br>Somerton, Arizona 85350<br>YUMA                             |   | 12/5/2022       | 3/23/2023     | 25                 |



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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| Ocean Mist Harvesting              | Ranch 129 W: Quick Rd<br>Winterhaven, California 92238<br>IMPERIAL        |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch 24 E: Arnold Rd<br>Winterhaven, California 92238<br>IMPERIAL        |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch 143-1 E: Imperial Cnty<br>Winterhaven, California 92238<br>IMPERIAL |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch 173: Co. Hwy S24<br>Winterhaven, California 92238<br>IMPERIAL       |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch 109: Co. Hwy S24<br>Winterhaven, California 92238<br>IMPERIAL       |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | R2 #42,43,44: S. Ave 39E & E Co.<br>5th St<br>Roll, Arizona 85346<br>YUMA |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch 101: Indian Rock Rd.<br>Somerton, Arizona 85350<br>YUMA             |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Beech: Somerton Ave & Co 10th St<br>Yuma, Arizona 85365<br>YUMA           |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Chapman: Co. 13th St & Hwy 95<br>Yuma, Arizona 85365<br>YUMA              |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Coley Ranch: Haughtelin Rd &<br>Cocopah Rd<br>Yuma, Arizona 85365<br>YUMA |   | 12/5/2022       | 3/23/2023     | 25                 |

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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 § |
|------------------------------------|---|---|-----------------|---------------|--------------------|
| Ocean Mist Harvesting              | Ranch R1-Roll: Co. 4th St & Ave 39E<br>Yuma, Arizona 85365<br>YUMA                |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch R6-Roll: Co 4th S & Co 5th St<br>S<br>Yuma, Arizona 85365<br>YUMA           |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Ranch C19-Bard: Hayeser Road &<br>Leathers Rd<br>Yuma, Arizona 85365<br>YUMA      |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Missionero: Wilkins Rd<br>Winterhaven, California 92283<br>IMPERIAL               |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | AFL: W Country 14th St & South Ave<br>G<br>Yuma, Arizona 85365<br>YUMA            |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | Duncan: S Ave G & Co. 19th St<br>Yuma, Arizona 85365<br>YUMA                      |   | 12/5/2022       | 3/23/2023     | 25                 |
| Ocean Mist Harvesting              | North Wilson: SW Corner of Co. 5th<br>St & Ave 40E<br>Yuma, Arizona 85365<br>YUMA |   | 12/5/2022       | 3/23/2023     | 25                 |
|                                    |   |   |                 |               |                    |
|                                    |   |   |                 |               |                    |
|                                    |   |   |                 |               |                    |



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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><br>Field Workers (Broccoli, Cauliflower and Florets) to perform the following duties:<br><br>All work is performed in the field and on a farm:<br><br>ALL COMMODITIES<br><br>In the field on the farm: Workers may cut, bag, and pack multiple pack styles simultaneously and load fresh product in the field. May operate, wash, maintain and inspect tractors and harvest machines in the field.<br><br>Workers will work receive specific instructions on required tasks and results expected. Work will be closely monitored by Forepersons, Field Supervisors, and/or Customers. Workers are expected and responsible to meet and complete production demands according to the company's quality, sanitation, and food safety standards.<br><br>Daily work and crew assignments are made by and at the discretion of the supervisor(s) based on Company need and/or production demand. Workers may be permanently or temporarily moved or assigned to another crew and/or positions within a crew as needed to complete the production demand, worker relief, assistance, or other justified reason with the guidelines of the program.<br><br>Workers are expected to perform and complete the assigned tasks in a professional and efficient manner while keeping up with the pace of the crew. Workers must be willing, able, qualified and available to complete the assigned job duties, and may be tailored with reasonable modifications if needed. Crew and position changes may not be changed without Foreman/Supervisor consent and/or reasonable cause.<br><br>Workers may occasionally harvest and/or pack product without harvesting machine assistance (on the ground). Such work will be performed during harvesting machine transfer from one end of a field or furrow to another and/or during non-scheduled maintenance on equipment. Workers may be required to lift products up to 60 lbs., and also be required to bend, lift, twist, push and pull to complete the task.<br><br>BROCCOLI<br><br>Cutting is done by walking on uneven furrows behind a harvesting machine. The cutter will determine size and quality of the product to be harvested according to quality and size specifications as provided by foreman. Then, using a small harvesting knife and bending at the waist, the worker cuts the broccoli at the specified length of the stalk into either bunches or crowns. Will cut broccoli in a safe manner where the worker doesn't self-inflict injury or that to other workers nearby. When machine is turning at the end of furrow cutters may move ahead to cut broccoli and place onto the packing table.<br><br>The packer further examines the product for any defect prior to either or combination of; cut into florets, sort, bag, seal and pack and place in a pack style or carton to the desired size and quality specifications. Selects the carton or box for the pack style required from the overhead compartment and marks the carton with a black crayon and marks the personal packer identification number. The finished product is then placed per specification into the carton up to the correct count, closes the box and then pushes the box onto a conveyor that transports the carton to the trailer to be loaded. Bagging, sealing and packing may involve multiple pack styles at once.<br><br>See Addendum C. |      |  |            |

b. Job Offer Information 2

|   |      |  |                     |
|---|------|--|---------------------|
| 1. Section/Item Number *  | A.11 | 2. Name of Section or Category of Material Term or Condition * | Deductions from Pay |
| <b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br>The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment/tools; housing or furnishings (beyond normal wear and tear) caused by the worker (if any)- the employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; and deductions expressly authorized by the worker in writing (if any).<br><br>See Addendum C. |      |  |                     |



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

c. Job Offer Information 3

|   |     |  |  |
|---|-----|--|--|
| 1. Section/Item Number *  | B.6 | 2. Name of Section or Category of Material Term or Condition * | Additional Information Regarding Job Qualifications/Requirements |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>3 months of agricultural experience in any of the commodities harvested in this job order. Written verification of experience is required. Specific requirements include lifting up to 60-95 pounds frequently. Must be able to carry an artichoke bag that weighs 80-90 pounds for up to 80% of the time; must be able to use hand tools, including cutting knives. Must be able to work under conditions where skin and clothing become heavily soiled with mud, water, grease, etc. Must be able to work outdoors in inclement weather conditions, including sun, rain, cold, high winds, etc. Work involves frequent kneeling, turning, reaching, squatting, bending and working in bent or stooped positions. Must be able to walk and stand up extensively. Must be able to operate handheld devices. No smoking, illegal drugs, alcohol, firearms in the field or residential housing.</p> <p>See Addendum C.</p> |     |  |  |

d. Job Offer Information 4

|  |     |  |                                  |
|--|-----|--|----------------------------------|
| 1. Section/Item Number *   | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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. 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 will be interviewed by telephone or in person. Telephone or in-person interviews will be at no cost to workers. The employer will explain the job description and if the applicant is interested in the job, an application will be provided. There is an orientation on the first day of the job which workers are required to attend.</p> <p>Walk-in applicants should bring with them documentation of identity and employment eligibility, so that if an offer of employment is made the required pre-employment paperwork can be completed.</p> <p>Walk-in applications will be accepted at:</p> <p>Address: 14230 S Avenue 3 E, Yuma, AZ 85365<br/>Phone: 760-848-7800</p> <p>Premium Packing Referral Contact is Ronnie Alderete, phone number 760-848-7800; fax number 831-443-6945; email h2a@premiumpacking.com. Contact hours are Monday through Friday, 8:00 a.m. to 1:00 p.m.; faxes are accepted after 1:00 p.m. up until end of business hours; emails are accepted at any time. If in person contact is not made, please fax or email contact referral information to the number herein. Telephone or in-person interviews will be at no cost to workers. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.</p> <p>Applicants and referrals, not applying in person, will be sent an employment application and the employment disclosures required by law. Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the Company indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) as required by law. The Company will interview non-local applicants by telephone and make hiring commitments to qualified, eligible applicants.</p> <p>Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p> <p>Telephone Number to Apply: +1 760-848-7800<br/>Email Address to Apply: h2a@premiumpacking.com<br/>Website address (URL) to Apply: N/A</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 |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company will also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick-up points to and from the daily work site. The use of this transportation is voluntary.</p> <p>See Addendum C.</p> |     |  |                      |

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 - Additional Inbound/Outbound Transport |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For workers who complete 50 percent of the work period, the Employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the Company which is the place of recruitment, which for the H-2A workers is either Guadalajara, Mexico or San Luis Rio Colorado, Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.</p> <p>Notwithstanding the language in the preceding paragraph (i.e., reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e., If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduce the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)</p> <p>Premium Packing's Inbound/Outbound Transportation Procedures: The Employer will purchase airplane tickets or reimburse mileage for the worker to travel from the area of recruitment to the border (Consulate), at no cost to the worker. Once the process is completed at the border, the Employer will transport the workers on Company buses to the area of employment/housing. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite.</p> <p>For Outbound, there are instances where the Employer will either buy the airplane tickets from local airports near the area of employment to the area of recruitment or the Employer will transport the workers to the nearest port of entry (Border) in company buses and from there the Employer will buy the workers airplane tickets (Ex: Tijuana Airport) towards the area of recruitment. Employer will pay, if needed, the most economical and reasonable common carrier transportation charges (bus fare) for the distance involved. All at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.</p> <p>The use of Employer-provided transportation is voluntary, and workers may choose to use their own transportation for inbound and outbound travel and may be reimbursed at the most economical rate unless the employer previously paid the bus company for an employee's travel expense.</p> <p>The subsistence rate during inbound and outbound transportation is \$14.00 per day without receipts and \$59.00 with receipts.</p> |     |  |   |



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

g. Job Offer Information 7

|  |     |  |   |
|--|-----|--|---|
| 1. Section/Item Number *   | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Arrival / Departure Records |
| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.<br>ARRIVAL/DEPARTURE RECORDS: Employees permit the employer and/or employer's agents to access electronically-issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections.<br><br>During the travel described above (inbound and outbound transportation), the employer will pay for or reimburse daily meals by providing each worker:<br>a. No less than \$14.00 per day<br>b. No more than \$59.00 per day with receipts |     |  |   |

h. Job Offer Information 8

|  |     |  |  |
|--|-----|--|--|
| 1. Section/Item Number *   | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - Additional Transportation Information |
| 3. Details of Material Term or Condition (up to 3,500 characters) *<br>No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such transportation will be in accordance with applicable laws and regulations. All transportation to and from the daily work site is offered solely for the convenience of the workers and is strictly voluntary. No worker is required to use such transportation. 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 - Additional Housing Information |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *  |     |  |   |
| <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. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards.</p> <p>Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor).</p> |     |  |   |

j. Job Offer Information 10

|   |     |  |                                 |
|---|-----|--|---------------------------------|
| 1. Section/Item Number *  | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - Family Housing |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *  |     |  |                                 |
| <p>As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Yuma County or Imperial County to provide family housing.</p> <p>Workers may be reached at the following address and phone number</p> <p>ADDRESS: 14230 S Avenue 3 E, Yuma, AZ 85365<br/>PHONE: 760-848-7800</p> <p>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 at the above number.</p> <p>Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered or provided transportation from their elected housing to pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working. Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.</p> <p>No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p> <p>Reasonable repair costs of damage other than that cause by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</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 Meal Information |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>No rebate will be made if a worker fails to take advantage of an employer-prepared meal. The employer will deduct for 3 meals a day, because it assures that such meals will be provided. Deductions will be made only for meals provided by the employer. The Employer will pay the caterer directly. Depending on the type of meal, meals are delivered in vehicles with refrigeration and warming units to maintain freshness. Lunches are delivered to the worksite where they are placed into a cooler or thermos to maintain freshness. |     |  |  |

l. Job Offer Information 12

|  |     |  |  |
|--|-----|--|--|
| 1. Section/Item Number *   | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Additional Job Qualifications |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Work is performed in open fields and may involve exposure to sun, mud, dust, wind, heat, cold, and other natural elements. Temperatures can range from 30 degrees Fahrenheit to over 100 degrees Fahrenheit during the period of employment. Workers should come prepared with appropriate clothing and footwear for the environmental and working conditions described.<br><br>The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and/or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.<br><br>Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the harvesting operation dictate. Workers must perform the assigned work, and work at the assigned crew/field site, and may not switch assignments or crew/field site without the specific authorization of a company supervisor.<br><br>Workers will be expected to comply with all provisions of this Clearance Order and the Company's work rules, policies and procedures, and to perform any and all assigned tasks in a work-person-like and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. Premium Packing endeavors to produce a premium product. This is a demanding, competitive business. A high-quality product is expected and demanded by our customers. Sloppy or improper work cannot and will not be tolerated.<br><br>All safety rules and instructions must be meticulously observed throughout the workday. All Premium Packing rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.<br><br>No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the worksite, or left in vehicles at or adjacent to the work site, or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.<br><br>Employees must not report for work, enter the worksite, or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a post-hire drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion.<br><br>Drug screening is post offer, post offer, can be random, and is at no cost to the employees. |     |  |  |

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

m. Job Offer Information 13

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|--|-----|--|--|
| 1. Section/Item Number *   | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Tools and Equipment |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include knives, hair nets, and gloves, raingear (rain jackets, pants, boots) 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. |     |  |  |

n. Job Offer Information 14

|   |     |  |  |
|---|-----|--|--|
| 1. Section/Item Number *  | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Replacement of Passport and Modified Work |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Replacement of Passport: In the event that a H-2A worker's passport is misplaced, stolen or destroyed for whatever reason, whether voluntary or involuntary, the worker is responsible for the associated costs involved for replacing the foreign passport.<br><br>Modified Work: Workers may perform temporary modified duty work that consists of some type of modification to the original duties, or several part-time tasks combined into one job to accommodate the worker's physical limitations as determined by the treating physician's work restrictions. If reasonable accommodation is not available, workers may be placed on an alternative accommodation. Temporary, modified duty work is available up to a maximum of 6 hours per day. |     |  |  |



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

o. Job Offer Information 15

|   |     |  |                              |
|---|-----|--|------------------------------|
| 1. Section/Item Number *  | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Itinerary |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *  |     |  |                              |
| <p>Itinerary: Harvesting is simultaneously conducted based on planting and weather pattern scheduling at all field sites (Imperial County and Yuma County) by all crews throughout the harvest season contract period: December 5, 2022 through March 23, 2023.</p> |     |  |                              |

p. Job Offer Information 16

|   |      |  |                             |
|---|------|--|-----------------------------|
| 1. Section/Item Number *  | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Wage Offer |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *  |      |  |                             |
| <p>Workers will be guaranteed not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will guarantee the required wage for work performed in California \$17.51 and \$14.79 for work performed in AZ per hour, unless the wage methodology changes by government or legal action. Higher or different wage rates may apply during contract period based on market conditions and/or crop/job activity, but no less than the required wage rate. Employer assures that the required wage rate will be paid during the entire period of the work contract and at the time that work is performed. Employer guarantees that if the piece rate results in an average hourly wage rate below the required wage, the employer will pay workers no less than the required hourly wage. If the OFLC publishes a lower AEWR during the H-2A period of employment, the employer may pay the lower rate as long as it remains the highest of the AEWR, state or federal minimum wage, prevailing hourly wage, or piece rate, or collective bargaining wage.</p> <p>If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease or is removed/no finding, Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.</p> <p>Piece Rates: The estimated average hourly piece rate earnings is not a guaranteed rate and varies by individual, crop conditions, commodity, and weather, among other factors.</p> <p>Overtime in Arizona: No overtime will be paid for work performed in Arizona in accordance with Arizona law pertaining to agricultural workers.</p> <p>Overtime in California: Workers will be paid overtime after 8 hours per day and or 40 hours per week for work performed in California. The employer will abide by the seventh (7) day of rest rules.</p> <p>Overtime wage rate: One and one-half times the required wage for work performed in California (\$17.51 per hour, unless rescinded by court order or other action) is \$26.26 per hour and \$35.02 for double time: i.e., double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) day of consecutive work in the workweek.</p> <p>Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates.</p> <p>Frequency of Pay: Weekly</p> <p>Workers will be paid on a weekly basis by check. Payday is Thursday of the week following the end of the payroll period.</p> |      |  |                             |

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

q. Job Offer Information 17

|   |      |  |  |
|---|------|--|--|
| 1. Section/Item Number *  | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Additional Deductions |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *  |      |  |  |
| <p>No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.</p> <p>A deduction of \$14.00 per day (or higher when the Department of Labor publishes the new maximum meal deduction rate, or the Department of Labor approves a higher meal charge) for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing.</p> |      |  |  |

r. Job Offer Information 18

|  |      |  |  |
|--|------|--|--|
| 1. Section/Item Number *   | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Worker's Compensation |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *   |      |  |  |
| <p>All employees are covered by workers' compensation insurance in accordance with California and Arizona law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period.</p> <p>Premium Packing's California insurance coverage is provided by DLL Insurance Agency. The policy number is: CPW1000679. The Policy is effective beginning 07/01/2022 and expires 07/01/2023 and is timely renewed annually.</p> <p>Premium Packing's Arizona insurance coverage is provided by DLL Insurance Agency. The policy number is: CPW1000767. The Policy is effective beginning 09/01/2022 and expires 09/01/2023 and is timely renewed annually.</p> <p>Employees may be placed on light/modified duty as a result of a work-related injury or illness. Such duties will be in accordance with state law and related advisories.</p> |      |  |  |

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

s. Job Offer Information 19

|  |      |  |                                      |
|--|------|--|--------------------------------------|
| 1. Section/Item Number *   | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Employer Obligation |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as term of employment, providing return transportation or paying return transportation expenses to the worker.<br><br>TERMS AND CONDITION CHANGES: The Employer will expeditiously notify the order holding office or State agency by telephone 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. |      |  |                                      |

t. Job Offer Information 20

|  |      |  |   |
|--|------|--|---|
| 1. Section/Item Number *   | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Employer Information and CA Tax ID |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Premium Packing, Inc.'s (also referred to herein as "Premium Packing" "Employer" or "Company") corporate headquarters is located in Salinas, California at 14230 S Avenue 3 E, Yuma, AZ 85365, phone (760) 848-7800; P.O. Box 4500, Salinas, CA 93907. The Employer has designated this office as the Application Site. CA Tax ID: 513-1426-8.<br><br>Premium Packing is a registered Farm Labor Contractor. |      |  |   |





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

u. Job Offer Information 21

|   |      |  |  |
|---|------|--|--|
| 1. Section/Item Number *  | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Number of Workers Requested |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>Premium Packing seeks certification for 25 H-2A workers and 30 total workers. Of the 30 total workers, 5 will be local domestic workers who do not require housing. |      |  |  |

v. Job Offer Information 22

|   |      |  |                                    |
|---|------|--|------------------------------------|
| 1. Section/Item Number *  | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Additional Job Duties |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *<br>The box maker constructs cartons and assembles plastic totes for product by unfolding and bending the material as designed to form a box while inspecting that packaging material is free of contaminants and undamaged. Ensures boxes are properly closed and places corresponding trace back labels on boxes. Carries carton bundles and transfers finished cartons or totes to the loader for palletization. The process is repeated. Ensures packers have adequate supply throughout the day and work area is clean. When needed, may assist loader with stacking boxes or securing loads.<br><br>The loader loads and stacks finished boxes onto pallets on the deck of the harvester or trailer. Ensures each pallet contains 48 boxes per pallet while ensuring the weight is properly distributed and the trace back sticker is facing outward. Ensures load is properly secured with V-boards, corner boards and/or straps once the load reaches the correct number of cartons required before transfer to the trailer for transport to the cooler. Cartons or totes with product can weigh up to 60 lbs. and pallets can weigh up to 75 lbs.<br><br>The machine operator safely drives the harvesting machine during course of the work day accordingly with the movements of the cutters through the fields remaining at the controls at all times and maintaining awareness of surroundings and identifying safety hazards. Will conduct a pre-inspection of machine at start of the shift and immediately report any observed mechanical problems to supervisor, and document on inspection form. At start of day the machine operator opens and moves the machine to the area of the block where harvesting will take place, prepares the necessary amount of materials and pallets needed for throughout the day. Enters pack style information into the PTI machine and correctly places trace back stickers on cartons. Walks the field to identify placement of left behind irrigation pipes and will move them if needed. At the end of day, the machine operator will clean and sanitize all contact surfaces of the machine and completely wash the machine frame on a weekly basis. Must be able to lift pallets that can weigh up to 40 lbs.<br><br>The tractor driver safely drives the tractor during the course of the work day maintaining awareness of surroundings and identifying safety hazards. Will conduct a pre-inspection at the start of the shift, or upon changing tractors throughout the day and will immediately report any observed mechanical problems to the Supervisor and document on the inspection form. In coordination with the machine operator will provide harvesting crews with trailers, loading and unloading packaging materials from machine to trailer. Ensures completed pallets are properly secured before transporting to the truck driver for distribution to the cooling facility. May cover load with a plastic liner to protect the finished cartons from inclement weather. Transports and replenishes harvester with pallets and/or packaging materials from the truck driver. If necessary, may assist with load transfers, moving toilet/handwashing stations and water trailers. |      |  |                                    |



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

w. Job Offer Information 23

|  |      |  |                                      |
|--|------|--|--------------------------------------|
| 1. Section/Item Number *   | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Additional Job Duties 2 |
| <b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br>BROCCOLI FLORET HARVEST OPERATIONS<br><p>Cutting is done by walking on uneven furrows behind a harvesting machine. The cutter will determine size and quality of the product to be harvested according to quality and size specifications as provided by foreman. Then, using a small harvesting knife and bending at the waist, the worker cuts the broccoli at the specified length of the stalk. The cutter places the product onto the packing table.</p> <p>The packer further examines the product for any defect prior to cutting the product into florets. Selects a plastic tote and places it on the table. Then, using a small specialized curved harvesting knife, the worker holds the broccoli at the stalk over the tote and with the other hand cuts at the crown allowing the florets to fall into the plastic tote. Once the plastic tote is filled at the specified quantity the packer then pushes the tote onto a conveyor that transports the tote to the trailer to be loaded.</p> <p>CAULIFLOWER HARVEST OPERATIONS</p> <p>Cutting is done by walking on uneven furrows behind a harvesting machine. The cutter may need to pull away the outer leaves to determine size and quality of the product to be harvested if not visible. If size and quality do not meet expectation or pack style being harvested leaves are closed to protect from damage. Then, holding gently the head with one hand, and using a harvesting knife with the other hand and bending at the waist, the cutter cuts at its base and cleans the head of excess, damaged, or quality compromising leaves shaping the crown to the required form. The head is then gently placed with the base down on the conveyor belt for washer to handle.</p> <p>The washer receives product and inspects the head once more for any defected or spoiled parts. Defective product is discarded. Rinses and spot checks the head using a pressurized hose to remove dirt and debris. If needed, removes excessive or missed leaves. Gently returns product on conveyor belt for bagger to handle.</p> <p>The bagger further examines the head for any defect prior to either or combination of; twisting the bag at the closure point then applying tape or other special means to complete the closure, or sort according to desired pack style. Returns product on conveyor belt for packer to handle.</p> <p>The packer selects the correct carton or box for the pack style required and marks the carton with a black crayon and marks the personal packer identification number. The finished product is then placed per specification into the carton or box up to the correct count and then pushes onto a conveyor belt that transports the carton to the trailer to be loaded. Bagging and packing may involve multiple pack styles at once.</p> <p>The box maker constructs cartons and assembles plastic totes for product by unfolding and bending the material as designed to form a box while inspecting that packaging material is free of contaminants and undamaged. Ensures boxes are properly closed and places corresponding tracking labels on boxes. Carries carton bundles and transfers finished cartons or totes to the loader for palletization. The process is repeated. Ensures packers have adequate supply throughout the day and work area is clean. When needed, may assist loader with stacking boxes or securing loads and/or cutting until enough product has been harvested.</p> |      |  |                                      |

x. Job Offer Information 24

|  |      |  |                                      |
|--|------|--|--------------------------------------|
| 1. Section/Item Number *   | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Additional Job Duties 3 |
| <b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br><p>The loader loads and stacks finished boxes onto pallets on the deck of the harvester or trailer, separating pallets by the corresponding box sizes while ensuring the weight is properly distributed and the trace back sticker is facing outward. Ensures load is properly secured with V-boards, corner boards and/or straps once the load reaches the correct number of cartons required before transfer to the trailer for transport to the cooler. Cartons or totes with product can weigh up to 60 lbs. and pallets can weigh up to 75 lbs.</p> <p>The machine operator safely drives the harvesting machine during course of the work day accordingly with the movements of the cutters through the fields remaining at the controls at all times and maintaining awareness of surroundings and identifying safety hazards. Will conduct a pre-inspection of machine at start of the shift and immediately report any observed mechanical problems to supervisor, and document on inspection form. At start of day the machine operator opens and moves the machine to the area of the block where harvesting will take place, prepares the necessary amount of materials and pallets needed for throughout the day. Ensures packaging material supplies for specific packs and pallets are available and restocks as needed throughout the day. Enters pack style information into the PTI machine and correctly places trace back stickers on cartons. Walks the field to identify placement of left behind irrigation pipes and will move them if needed. Must be able to lift pallets that can weigh up to 40 lbs.</p> <p>The tractor driver safely drives the tractor during the course of the work day maintaining awareness of surroundings and identifying safety hazards. Will conduct a pre-inspection at the start of the shift, or upon changing tractors throughout the day and will immediately report any observed mechanical problems to the Supervisor and document on the inspection form. In coordination with the machine operator will provide harvesting crews with trailers, loading and unloading packaging materials from machine to trailer. Ensures completed pallets are properly secured before transporting to the truck driver for distribution to the cooling facility. May cover load with a plastic liner to protect the finished cartons from inclement weather. Transports and replenishes harvester with pallets and/or packaging materials from the truck driver. If necessary, may assist with load transfers, moving toilet/handwashing stations and water trailers.</p> <p>CAULIFLOWER FLORET HARVEST OPERATIONS</p> <p>Cutting is done by walking on uneven furrows behind a harvesting machine. The cutter may need to pull away the outer leaves to determine size and quality of the product to be harvested if not visible. If size and quality do not meet expectation or pack style being harvested leaves are closed to protect from damage. Then, gently holding the head with one hand, and using a harvesting knife with the other hand and bending at the waist, the cutter cuts at its base and cleans the head of excess, damaged, or quality compromising leaves shaping the crown to the required form. The cutter using a harvesting knife cuts the outer core and gently places the floret head with the base down on the conveyor belt for washer to handle.</p> |      |  |                                      |



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

y. Job Offer Information 25

|   |      |  |                                      |
|---|------|--|--------------------------------------|
| 1. Section/Item Number *  | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Additional Job Duties 4 |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *  |      |  |                                      |
| <p>The washer receives product and gently inspects the floret head once more for any defected, spoiled or damaged parts. Defective product is discarded. Rinses and spot-checks the head using a pressurized hose to remove dirt and debris. If needed, removes excessive or missed core stalk. Gently returns product on conveyor belt for packer to handle.</p> <p>The packer selects a plastic tote for the pack style required. The finished product is then placed per specification into the plastic tote up to the correct count of either 16 or 24, places a sheet of bubble wrap in between layers and then pushes onto a conveyor belt that transports the container to the trailer to be loaded.</p> |      |  |                                      |

z. Job Offer Information 26

|   |      |  |                            |
|---|------|--|----------------------------|
| 1. Section/Item Number *  | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Work Schedule |
| 3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *  |      |  |                            |
| <p>The normal work week is 7 hours per day, Monday through Friday, and 5 hours on Saturday (40 hours per week). 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. However, Employer does not require work or overtime on Sundays or Federal Holidays. The Employer abides by California Wage Order 14. (i.e., Agricultural employees are generally entitled to time and one-half pay for the first eight hours worked on the seventh consecutive day of work in any given workweek, and double-time pay for all work performed in excess of eight hours on the seventh consecutive day of work in any given workweek.)</p> <p>The workday start times may vary from 6:00 a.m. to 7:00 a.m. and the work day end time is 1:30 p.m. to 2:30 p.m. (depending on the start time). Workers are notified of any change in the start time. An unpaid lunch break of 30 minutes and no less than two paid 10-minute work breaks are provided on workdays of less than 5 hours no lunch break will be provided. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer.</p> <p>The work described in this Clearance Order is regular, full-time work requiring all workers to be available for work on a daily basis. This is not "day work". Tardiness and/or unexcused absences will not be tolerated, and will result in disciplinary action as set forth in the employer's employment policies.</p> <p>All workers not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information will be used to notify the worker not to report to work due to inclement weather or when work is not available, to notify the worker of any change in the worker's daily work schedule, or for any other reason.</p> <p>Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.</p> |      |  |                            |

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

. Job Offer Information 27

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|--|------|--|--|
| 1. Section/Item Number *   | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Training and Production Standards |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>TRAINING: Training will be provided for 5 days from each worker's initial date of employment. Workers will be allowed 5 days from the initial date of employment to reach the production standards of the activity.</p> <p>PRODUCTION STANDARDS: Workers will be expected to meet the following production standards after completion of training or break-in period (5 days), if applicable. Workers must be able to perform the job and meet the job requirements as defined herein, after a reasonable period of on-the job training. Thus, the average pace of the crew is the standard. Because the average picking rate of a worker varies throughout the season based on weather, vegetable quantity, size, and variety, and other factors, there is no constant minimum number of bags that are required to be picked throughout the season.</p> <p>Commodity    Production Standard<br/>Cauliflower - Organic                      5.5 – 7.5 Cartons (24 x 06 x 19.06 x 6) per man hour<br/>Broccoli – Organic    8-10 Cartons (19.81" x 11.69" x 11.94") per man hour</p> <p>For products specified as organic only, conventional product can be harvested if needed.</p> <p>Therefore, workers will be expected to keep up with the pace of the crew 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 at the end of a given pay period and not on a daily basis. If workers fail to keep up with the average minimum standard as defined above, workers may be offered alternate work, if available, or, after notice, workers may be terminated for cause.</p> |      |  |  |

. Job Offer Information 28

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



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. Job Offer Information 29

|   |      |  |                                   |
|---|------|--|-----------------------------------|
| 1. Section/Item Number *  | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - COVID-19 Precautions |
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>All federal, state and local COVID 19 requirements and guidelines will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination.</p> <p>Housing: Isolation/self-quarantine housing will be available on or off-site. Alternative emergency housing may be coordinated through the county's emergency services at the time of need if on/off site isolation/quarantine housing is filled to capacity.</p> <p>There will be no charge for any alternative COVID 19 housing and meals will be brought to the self-quarantined employee three times per day, seven days per week.</p> <p>COVID-19 Testing and Vaccinations: The employer is mandating testing and vaccinations prior to crossing the U.S. border at the company's expense. In the United States, employees will be given an opportunity thru the company's approved providers for vaccinations free of charge.</p> <p>Please note: Time spent on vaccination appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency.</p> <p>COVID-19 Testing: Employer abides by California ETS effective May 6, 2022, including the following testing protocols:</p> <p>(b) COVID-19 testing.</p> <p>(1) The employer shall make COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except:</p> <p>(A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection (a).</p> <p>(B) For returned cases who did not develop COVID-19 symptoms after returning to work pursuant to subsection 3205(c)(10), no testing is required.</p> <p>(2) COVID-19 testing shall consist of the following:</p> <p>(A) Immediately upon being covered by this section, the employer shall make testing available to all employees in the exposed group, regardless of vaccination status, and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.</p> <p>(B) After the first two COVID-19 tests required by subsection (b)(2)(A), employers shall make COVID-19 testing available once a week at no cost, during paid time, to all employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until this section no longer applies pursuant to subsection (a)(2).</p> <p>(C) Employees who had close contacts shall have a negative COVID-19 test taken within three and five days after the close contact or shall be excluded and follow the return-to-work requirements of subsection 3205(c)(10) starting from the date of the last known close contact.</p> |      |  |                                   |

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