



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

A. Job Offer Information

1. Job Title * Citrus Harvesters							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	40	40	3. Begin Date * 1/1/2023	4. End Date * 5/31/2023			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week *						7. Hourly work schedule *	
35	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	0	h. Saturday
a. 9 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM							
b. 4 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM							
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer \$	8e. Piece Rate Units/Special Pay Information \$				
\$ 17.51	<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$ 23.00	Crop: Oranges Additional Information: \$23.00 per bin strip pick 45" long x 48" wide x 30" high				
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): N/A							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	1	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) *			
See Addendum C			

C. Place of Employment Information

1. Address/Location *			
Alexjos Bee Sweet 12155 E. Belmont			
2. City *	3. State *	4. Postal Code *	5. County *
Sanger	California	93657	Fresno
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
Harvesting work will be performed in the fields in and around Fresno County, Madera County, Tulare County, Kern County, California and 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 Bee Sweet Citrus (Grower):			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
570 S. Mirage Ave			
2. City *	3. State *	4. Postal Code *	5. County *
Lindsay	California	93247	Tulare
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Apartments		14	40
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
The complex will provide accommodations for 40 workers during the period of this Job Order. 14 rooms with capacity for 3 workers per room. Total capacity: 40. Each worker will be provided with their own bed. Kitchen facilities, and room/washroom are provided on site for employee use. Coin operated laundry is provided on site. Workers are provided a \$5 weekly stipend for laundry.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

E. Provision of Meals

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

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *</p> <p><i>(Please begin response on this form and use Addendum C if additional space is needed.)</i></p> <p>See Addendum C</p>							
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *</p> <p><i>(Please begin response on this form and use Addendum C if additional space is needed.)</i></p> <p>The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.</p> <p>See Addendum C.</p>							
<p>3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">a. no less than</td> <td style="width: 20%; text-align: center;">\$ <u> 14 </u> . <u> 00 </u></td> <td style="width: 50%;">per day *</td> </tr> <tr> <td>b. no more than</td> <td style="text-align: center;">\$ <u> 59 </u> . <u> 00 </u></td> <td>per day with receipts</td> </tr> </table>	a. no less than	\$ <u> 14 </u> . <u> 00 </u>	per day *	b. no more than	\$ <u> 59 </u> . <u> 00 </u>	per day with receipts
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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 (805) 931-1585

3. Email Address to Apply *

sarc.christina@gmail.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 * Shallanberger	2. First (given) name * Christina	3. Middle initial \$
4. Title * Director of H-2A		
5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>		6. Date signed * 11/16/2022

Employment Service Statement

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

Public Burden Statement (1205-0466)

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

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Oranges	\$ 26 . 00	Piece Rate	\$26.00 per bin size or color pick 45" long x 48" wide x 30" high
	Mandarins	\$ 45 . 00	Piece Rate	\$45.00 per bin strip pick 45" long x 48" wide x 30" high
	Mandarins	\$ 50 . 00	Piece Rate	\$50.00 per bin size or color pick 45" long x 48" wide x 30" high
	Lemons	\$ 40 . 00	Piece Rate	\$40.00 per bin strip pick 45" long x 48" wide x 30" high
	Lemons	\$ 45 . 00	Piece Rate	\$45.00 per bin size or color pick 45" long x 48" wide x 30" high
	Grapefruit	\$ 16 . 00	Piece Rate	\$16.00 per bin strip pick 45" long x 48" wide x 30" high
	Grapefruit	\$ 18 . 00	Piece Rate	\$18.00 per bin size or color pick 45" long x 48" wide x 30" high
	Minneola	\$ 35 . 00	Piece Rate	\$35.00 per bin strip pick 45" long x 48" wide x 30" high
	Minneola	\$ 40 . 00	Piece Rate	\$40.00 per bin size or color pick 45" long x 48" wide x 30" high
		\$.		

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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 §
Bee Sweet	Alexjos: 12155 E. Belomont Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Arabjoh: N/E Corner McCall Ave. King Canyon Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Arejray: Linconln Ave 1/4 Mile East of Crawford Reedley, California 93654 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Beesc60: SW Corner Clovis Ave & Jefferson, Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Beespac: 416 E. South Ave Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #10: N/W Corner Sunnyside & Central Ave Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #20: S/W Corner Fowler Ave., Central Ave Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #25: S/W Corner Fowler Ave. and Bourbon St Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #30: DeWolf Ave 1/3 Mile North of American Ave Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #40: S/W Corner North Ave. & Leonard Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40



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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bee Sweet	Berbran #45: S/W & S/W Corners Locan & Muscat Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #46: N/W Corner Locan & Central Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #47: S/E Corner Locan & Muscat, Fowler Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #50: N/E Corner North Ave. & Temperance Ave Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #51: N/W Corner North & DeWolf Ave Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #60: N/E Corner Jensen & Armstrong Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #70: S/W Corner Jensen & Clovis Ave Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #90: N/E Corner Shields & Zediker Ave Sanger, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #91: S/E Corner Shields & Zediker Ave, Sanger, California 93647 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berbran #92: Off of Zediker 1/2 Mile North of Shields Sanger, California 93647 FRESNO		1/1/2023	5/31/2023	40



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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 §
Bee Sweet	Berecor Scenic Cove: NW Hwy. 180 & Cove Rd Sanger, California 93647 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berecor Kings Cove : South of Hwy. 180, 1 Mile West of Cove Rd Sanger, California 93647 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Berecor Crown Butte: On East Side of Rd. 172, 1/4 Mile North of Ave. 362 Seville, California 93292 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Bomapub #23300 & 23301 : S/E Corner California & Cornella Fresno, California 93721 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Bomapub # 23302 : N/E Corner McKinley & Greenwood Ave. Sanger, California 93647 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Broosta: NW corner of Clayton Ave. and Crawford Ave Reedley, California 93654 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Brotrim: 17020 E. Trimmer Springs Rd Sanger, California 93647 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Brucdan: SW corner of E. California Ave. & Quality Ave Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Clanco: 2754 S. Cove Ave Reedley, California 93654 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	Collapr: 10215 S. Pederson Reedley, California 93654 FRESNO		1/1/2023	5/31/2023	40

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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 §
Bee Sweet	DERDALA : 5306 S. Armstrong Flowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	EMERJER : NE Corner Orange Ave. Jefferson Easton, California 93706 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	ESPIALF : 8126 S.Hughes Fresno, California 93706 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	FEARJAM: S/W Corner of Jefferson Ave. and Fowler Ave Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	FLAGWAY : 3560 N. Bethel Ave Sanger, California 93967 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	FOLMM&C : E. of Bethel, 1/4 mile South of Belmont sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	GALLDAV: 13255 E. Huntsman Selma, California 93662 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	GARAMOO : Minnewawa 1/3 Mile N. or American Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	GARZROM : 108 S. Rainbow Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	GONZERN : Frankwood Ave. & River Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40



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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 §
Bee Sweet	GUZMRC4: SE Corner Jefferson Ave & Crawford Orange Cove, California 93646 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	HARLMEL: 5528 E. Dinuba Ave Reedley, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	HARMSID : 18137 E. Vino Ave Reedley, California 93654 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	JONERAN: Clinton Ave 1/4 Mile East of Riverbend Avenue Reedley, California 93654 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	KANDEUG : 116 W. Adams Ave Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	KANDSON : 116 W. Adams Ave Fowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	LANGAND: South & Hansen Orange Cove , California 93654 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	LANGCHR : SW Corner Central & Alta Ave Reedley, California 93654 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	LANGD&T: NW of Cove Ave. & Clayton Ave Orange Cove, California 93646 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	LYNNFAR : 16720 E. Clinton Ave Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bee Sweet	MARDA15 : 5306 S. Armstrong Flowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	MARDAJEF : N of Jefferson, 1/4 mile E of Crawford Orange Cove, California 93646 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	MARDAMER: SE Corner of American & Hill Reedley, California 93654 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	MARDASPR: North of Springfield, 1/2 Mile E of Clovis Ave Flowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	MATOMAT Matoian #1 : N of Jensen Ave, 1/3 Mile E of Temperance Ave Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	MATOMAT Matoian #2 : SE Corner of Jensen Ave and Temperance Ave Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	PETEDAV: 5445 Benicia Ave Kingsburg, California 93631 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	PETERAN : 4340 S. Fowler Ave Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	PILIBRO: 3580 S. Newcomb Mendota, California 93640 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	RAINGRE Rainwater #1: E of Jacob Ave, 1/4 Mile N of Adams Ave Orange Cove, California 93646 FRESNO		1/1/2023	5/31/2023	40

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1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Bee Sweet	RAINGRE Rainwater #2 : N of Tulare Ave, 1/4 Mile W of Del Rey Ave Clovis, California 93613		1/1/2023	5/31/2023	40
Bee Sweet	RUIZSPR: North of Springfield, 1/2 Mile E of Clovis Ave Flowler, California 93625 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	SCHMERI: 3109 S. DeWolf Ave Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	SCHMHIG: 3109 S. DeWolf Ave Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	SHAHGAR : S/W Corner American & Maple Ave Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	SHERGOO : NW Cor Buttonwillow & Goodfellow Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	SHERJ40: 4053 S. Locan Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	SHEROC18 : N/W of Adams S. of Anchor Orange Cove, California 93646 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	SHOFEAR : 11132 E. Jensen Ave Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	SOBAJOH : 1 Mile N of Bullard, 1/4 Mile W of Del Rey Ave Clovis, California 93613 FRESNO		1/1/2023	5/31/2023	40

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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 §
Bee Sweet	VANWDEL: Tulare St. & Del Rey Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	VANWKIR Kirkman Hill : On Clinton, 1 mile E of Riverbend Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	VANWKIR Kirkman Hill Ivanhoe : NE Corner of Rd 156 & Ave 360 Visalia, California 93292 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #6 : SE Corner of Ave 420 & Rd 152 Orosi, California 93647 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #8 : NE Corner of Ave 422 & Rd 136 Orosi, California 93647 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #9 : NW Corner of Ave 384 & Rd 184 Woodlake, California 93286 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	VIAULAR : 6679 Del Rey Ave Del Rey, California 93616 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	WEBEJEA: SE corner Tulare Ave and McCall Ave Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	YOUNAGR : NW Corner American & Englehart Reedley, California 93654 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	ZAILGLA: W of Quality Ave, 1/8 Mile N of Church Ave Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40

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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 §
Bee Sweet	Beeshcr: SW Cor Hanawalt & Zerker McFarland, California 93250 KERN		1/1/2023	5/31/2023	40
Bee Sweet	Beesns: S/E Corner Hanawalt Ave & Quality Rd McFarland, California 93250 KERN		1/1/2023	5/31/2023	40
Bee Sweet	Beesr65: N/W corner Hwy 65 & Sherwood Ave McFarland, California 93250 KERN		1/1/2023	5/31/2023	40
Bee Sweet	Bendrob: Muller Rd., 1/4 Mile E. of Vineland Rd Edison, California 93307 KERN		1/1/2023	5/31/2023	40
Bee Sweet	HOLMAGM: Hanawalt Ave. & Kyle Road McFarland, California 93250 KERN		1/1/2023	5/31/2023	40
Bee Sweet	MARDC80: S20 & 29 TWP 155 RGE 25E, Bakersfield, California 93302 KERN		1/1/2023	5/31/2023	40
Bee Sweet	MINDCOR: 13655 Redbank Rd Bakersfield, California 93307 KERN		1/1/2023	5/31/2023	40
Bee Sweet	REDBCOR: 1.5 Mile S. of 166 W. of Sabodan St Bakersfield, California 93307 KERN		1/1/2023	5/31/2023	40
Bee Sweet	SUNSSAN : Maricopa Hwy Bakersfield, California 93311 KERN		1/1/2023	5/31/2023	40
Bee Sweet	VANWMIN: NE Cor Fay Ridge Rd & Nevis Ave Fresno, California 93250 KERN		1/1/2023	5/31/2023	40



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Bee Sweet	VANWSHE: NE Cor Quality Road and Burns Ave McFarland, California 93250 KERN		1/1/2023	5/31/2023	40
Bee Sweet	Austmad: Rd.39 1/2 1 Mille North of Ave.12 Madera, California 93638 MADERA		1/1/2023	5/31/2023	40
Bee Sweet	E&GFARM : Ave. 10 1/4 Mile East of Rd. 38 Madera, California 93637 MADERA		1/1/2023	5/31/2023	40
Bee Sweet	JENSRRR: Ave. 10 & Road 38 Madera, California 93636 MADERA		1/1/2023	5/31/2023	40
Bee Sweet	ROSETHR: 39477 Ave. 12 Madera, California 93636 MADERA		1/1/2023	5/31/2023	40
Bee Sweet	Avedfar #31600: Rd.39 1/2 1 Mille South of Ave.352 Ivanhoe, California 93235 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Avedfar #31601 & 31602: Aster Ave,1/4 Mile North of Ave .220 Lindsay, California 93247 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Beeslwh: S/E Corner Ave 184 & Rd 248 Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Berecor Ant. Hill: NE Corner Hwy 245 & Cajon Ave Woodlake, California 93286 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Bogdsam Bog #2: NW Corner Ave 416 & Rd. 100 Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40

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Bee Sweet	Bogdsam Bog #3: West of Rd. 136, 1/4 mile N of Ave. 392 Cutler, California 93615 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Bogdsam Bog #4: SW Corner of Hunstman & S. Englehar Reedley, California 93654 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Bogdsam Bog #5: N. of Ave 422, 1/4 E of Rd. 56 Reedley, California 93654 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Bogdsam Bog #6: N. of Ave 406, 1/16 W. of Crawford Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Bogdsam Bog #7: SE Corner of American Ave. & Hill Ave Orange Cove, California 93646 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Bomainv: Ave. 480 1/10 Mile West of Rd. 80 Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Borgcor #7905-7915 : Hwy. 198 (West Side) 1/4 Mile South of Hwy 216 Lemoore, California 93244 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Borgcor #7917-7921 : S/W. Corner Ave 128, Rd. 264 Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Borgcor #7922 & 7923 : N/E Corner Ave 448 & Rd. 128 Orange Cove, California 93646 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Broollic: W of Rd. 142, 1/4 mile N. of Ave. 424 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40

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Bee Sweet	Corddav: 5906 W. Beech Ct Visalia, California 93277 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	Cutlwic: Hwy 216 & Naranjo Blvd Woodlake, California 93286 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	D&VFARM : Rd. 152 1/10 Mile South of Ave. 340 Ivanhoe, California 93286 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	DEAVDUO Duo: E. of Reid, 1/8 mile W. of Lime Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	DEAVDUO Duo Red: E. of Rd. 128. 1/4 mile N. of Ave 422 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	: N of Ave 422, 1/2 mile E. of Rd. 128 orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	DEAVROD : SW corner of Ave. 184 and Rd. 248 Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	DEPATRU: 22714 Ave. 184, Strathmore Strathmore, California 93267 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	ENNIFAM SP#1: NE corner Ave. 86 & Rd. 240 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	ENNIFAM SP#2: W. of Ave. 264, 1/8 mile N. of Ave. 96 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40

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Bee Sweet	ENNIFAM SP#4: South of Ave. 432, 1/4 mile E. of Rd. 144 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	ENNIFAM SV#1: 33102 Success Valley Drive Porterville, California 93218 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	ENNITRU : North of Morton Ave. and Corner St Porterville, California 93657 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	EUFRREY : SW corner of Ave. 204 & Rd. 240 Strathmore, California 93267 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	EVERROG : On Ave.100 1/3 Mile East of Rd. 272 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	GALLSER: 400 Ana Ave Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	GORDCOP: Sa. 320, 1/4 Wr. 228 Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	GORDOLE : Sa. 212, Wr. 248 Lindsay, California 93247 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	GUZMMEG : NE Cor Ave 400 & Rd 40 Kingsburg, California 93631 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	GUZMRC1 : Rd 248 & Ave 202 Strathmore, California 93267 TULARE		1/1/2023	5/31/2023	40



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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 §
Bee Sweet	GUZMRC2: Ave 204 and Ave 202 Strathmore, California 93267 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	GUZMRC3 : 39894 Road 40 Kingsburg, California 93631 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	HEURCHU : Nel Ave. 416 & Rd. 92 Reedley, California 93654 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	KANDYVO : 116 W. Adams Ave Fowler, California 93625 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	KAUSFAR: S. Ave. 208, E. Rd. 208 Lindsay, California 93247 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	LANGNAN: Rd. 224 (West Side) .10 Mile North of Ave. 300 Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	LARSKEN : 31072 Success Valley Dr Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	LARSPH1: 33108 Success Valley Dr Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	LARSRAN: 31166 Success Valley Dr Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MALLFAR : 6380 Ave. 64 N. of Ave. 72 Ducor, California 93218 TULARE		1/1/2023	5/31/2023	40

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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 §
Bee Sweet	MARD104: E of Rd 240 between Ave 96 & Ave 100 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MARD60: E of Rd 240 between Ave 74 & Ave 76 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MARDRIV : 1 Mile S of Ave 56 on Road 236 Ducor, California 93218 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MARDSAN: S/W Corner Ave. 428 & Rd. 132 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MARQADR : 10390 Ave. 404 Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MARTLAK : 31300 Success Valley DrH1C125:H178 Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MBLENDI #1: S/W Rd. 184 & Myer Ave Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MBLENDI #2: Ave. 256, .25 Mile W/ of Rd Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MBLENDI #3: S/E Rd. 220 & Ave. 304 Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MEFFM&K : 39283 Rd. 74 Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40

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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 §
Bee Sweet	MICMARK : 2618 Ave. 124 Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MORARSR : N of Ave 408, 1/2 mile of Rd 144 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	MOYAERA: Alta & Lincoln Reedley, California 93654 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	NATIRAI: 26783 Rd. 176 Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	OWENSIE : 24211 Johns Dr Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	PELCSAL : Rd. 176 N. Ave. 264 Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	PEREA&R : 38826 Road 36 Kingsburg, California 93631 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	R&TFARM : 40556 Rd. 40 Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	RICHM&J : 1/16 Na. 96, 1/16 Emt. 109 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	SECT32P : N/S Ave 66 - 68 - 70, E. Rd. 240 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40

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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 §
Bee Sweet	SHERG&S : S of Ave 448, 1/4 mile E of Rd 128 Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	SHERO52: NW Cor Ave 420 & Rd 140 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	SIERVIS: 34066 Rd. 228 Woodlake, California 93286 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	SKOOGLE : N/E Ave. 92 / Rd. 270 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	TURNRON: 1/8 N. Ave. 296 W. Rd. 192 Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWCOL Collin: 39617 Road 136 Cutler, California 93615 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWCOL Trinity: SE Corner Ave 128 and Road 268 Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWIND Indian Belle North : 27970 E. Worth Ave (Ave 146) Porterville, California 93657 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWIND Indian Belle South : S & N of Ave 138, W. of Rd. 284 Porterville, California 93657 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWLOSO: N. S/E Ave. 337 & Rd. 222 Woodlake, California 93286 TULARE		1/1/2023	5/31/2023	40

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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 §
Bee Sweet	VANWMON Deer Creek : Old Stage Road & Ave 104 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMON Woodlake: SE Corner Woodlake, California 93286 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMON Cottonwood: NW Corner Rd 364 & Ave 362 Visalia, California 93292 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMON Dir116 : N of Ave 384, E & W of Rd 180 Woodlake, California 93286 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMON Dir80 : S of Ave 384, 1/4 Mile of 156 Visalia, California 93292 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMON Weber : N of Ave 420, 1/4 Mile E of 136 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMON Wang : E of Rd 74, 1/4 Mile N of Ave 392 Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #1 : SE Cor Ave 432 & Road 136 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #10 : NE Corner of Ave 384 & Rd 184 Woodlake, California 93286 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #11 : South of Ave 390, 1/4 Mile W of Rd 172 Yettem, California 93670 TULARE		1/1/2023	5/31/2023	40

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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 §
Bee Sweet	VANWMTV Mtv View #13 : NE Corner of Ave 436 & Rd 132 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #17 : SW Corner of Ave 432 & Rd 140 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #18 : East of Rd 152, 1/4 Mile N of Ave 420 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #19 : NW Corner of Ave 432 & Rd 140 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #2 : NE Corner of Ave 432 & Rd 136 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #3 : SW Corner of Ave 436 & Rd 136 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWMTV Mtv View #5 : W of Hills Valley Rd, 1/2 Mile N of American Orange Cove, California 93646 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWSTE: S29 TWP 245 RGE 27E Richgrove, California 93218 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWSTJ: Ave. 337 & St. Johns Rd. Woodlake, California 93286 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VANWSUN : S/E Corner Ave. 128 & Rd. 264, Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40

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C. Additional Place of Employment Information

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Bee Sweet	VANWTWI : N/W Ave. 376 & Rd. 164 Visalia, California 93292 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VILLROB: 182 E. Citrus St Lindsay, California 93247 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VITAPAK : E. Side Rd. 180 & 1/2 Mile N. Ave. 352 Ivanhoe, California 93235 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	VUKSJAM : 42234 Rd. 140 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WALLGRO: Ave. 2 & Mtn. 33 Richgrove, California 93261 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WATKBEL : N/E Corner Marinete # Rd. 88 (Belmont) Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WATKMAT : S/W Corner Welcome Ave. & Rd. 228 Strathmore, California 93267 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WATKMEF : 7701 Ave 384 Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WATKMEF Ranch #2 : S of Ave 384 at Road 74 Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WATKMOR SV #1 : 33102 Success Valley Drive Porterville, California 93257 TULARE		1/1/2023	5/31/2023	40



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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 §
Bee Sweet	WATKMOR SV #2: SW corner of Ave 88 and Road 272 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WATKMOR Six Palms #3: NE Corner Hwy 63 & Ave 392 Cutler, California 93615 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WATKMOR SV #3: Ave. 416 & Rd. 103 Dinuba, California 93618 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WATKSIX Six Palms #1 : NE Cor Ave 86 & Rd 240 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WATKSIX Six Palms #2: W of Ave 264, 1/8 mile N or Ave 96 Terra Bella, California 93270 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WATKSIX Six Palms #4: South of Ave 432, 1/4 Mile E of Rd 144 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WONGINC: S. Hwy. 198 Er. 192 Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WOOD17: N of Ave 420, 1/8 Mile W of 140 Orosi, California 93647 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WOODLC15 : W of Road 244, 1/2 Mile S of Ave 324 Lemon Cove, California 93244 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	AAROFAR: E of Del Rey Ave., N&S of Tulare Ave Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40

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C. Additional Place of Employment Information

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Bee Sweet	ALCHIDAR : 4867 East North Ave Fresno, California 93725 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	CAMPLUK : 16068 E. Clinton Ave Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	CAMPT&J: 16352 E Clinton Ave Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	CAMPTHO : SE corner of Ave 360 & Rd 156 Ivanhoe, California 93657 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	DALESAM : SE corner of Ave 360 & Rd 156 Ivanhoe, California 93235 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	GLESSRAN p13: North side Hwy 166 3.3 miles west of Old River Rd Maricopa, California 93252 KERN		1/1/2023	5/31/2023	40
Bee Sweet	GLESSRAN p37: tango South side Hwy 16 Maricopa, California 93252 KERN		1/1/2023	5/31/2023	40
Bee Sweet	GLESSRAN c40: N/W corner of Panama Rd & Rock Pile Road Arvin Selma, California 93662 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	GURPBAL : N/E corner Kamm Ave and Dockery Ave Selma Selma, California 93662 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	MARKHIG : East side of Leonard Ave .25 miles south of Central Ave Flowler, California 93625 FRESNO		1/1/2023	5/31/2023	40

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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 §
Bee Sweet	PELLP&S: N/E corner Ave 258 & Rd 200 Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	WOOLJOH : North side of Jensen Ave ¾ miles west of Russel Ave Mendota, California 93640 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	CARSR&M: AVE 392 .25 MILES WEST OF RD 20 Kingsburg, California 93631 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	GIANKEV: Fisher Rd..25 mile East of Rd 180 Ivanhoe, California 93235 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	HARLGRE: Southeast corner Hwy 168 & Thompson Ave. Clovis, California 93613 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	HARLLAV: Southeast corner Hwy 168 & Thompson Ave Clovis, California 93613 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	HUTCTRU: Northwest corner Oakdale Ave & Rd 164 Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	LADDBEN: Ashland Ave .33 miles East of McCall Ave Sanger, California 93657 FRESNO		1/1/2023	5/31/2023	40
Bee Sweet	MENEDDD: Rd 180 .5 mile north of Ave 256 Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	PONYLLC: South west corner of Ave 256 & Rd 188 Exeter, California 93221 TULARE		1/1/2023	5/31/2023	40

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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 §
Bee Sweet	SADOCH: Chestnut Ave .1 mile south of Adams Ave Fowler, California 93625 FRESONO		1/1/2023	5/31/2023	40
Bee Sweet	GROPDON: Navelencia, .33 miles south of Adamas Reedley, California 93654 FRESONO		1/1/2023	5/31/2023	40
Bee Sweet	DOUMDAV: Prosperity ave., .6 miles west of Farmersville Blvd. Farmersville, California 93397 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	FREILAW: Ave. 384, .1 miles east of Rd. 132 Cutler, California 93387 TULARE		1/1/2023	5/31/2023	40
Bee Sweet	STULZAC: Rd. 208, .1 miles north of ave. 184 Strathmore, California 93378 TULARE		1/1/2023	5/31/2023	40



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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
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Lemon, Minneola, Mandarin, Oranges, and Grapefruit harvesters to perform the following duties:</p> <p>Workers will harvest citrus (lemons, minneola, oranges, mandarin oranges, and grapefruit) by hand and by mechanical aid. Workers will also prune, irrigate, and perform grove maintenance.</p> <p>Agricultural equipment operator (forklift) loading and unloading citrus bins from trailer and place bins throughout orchard for harvest. Employee must conduct daily maintenance check prior to operating tractor/machine. Required to have basic knowledge of driving a forklift, must pass forklift safety training and demonstrate ability to operate tractor/machine/forklift in a safe manner.</p> <p>The employer will provide training, the forklift driver certification, and all costs will be responsibility of the employer. Training will be provided by the area supervisor who holds a forklift trainer certificate. The supervisor will conduct training at the worksites on the first day of work. Once the training is completed, the employer will issue the certificate to the employees.</p> <p>Workers may occasionally and/or sporadically perform duties associated with and directly related to the primary duties. Such work will be temporary and unsubstantial agricultural labor.</p> <p>Bus Driver Specifications:</p> <ol style="list-style-type: none">1. Driver may drive over the road in passenger vans or buses with a GVW (Gross Vehicle Weight) capacity of more than 26,000 pounds.2. Driver will drive designated vans or buses to transport harvest crew workers to and from housing and worksite locations.3. Driver will be responsible for filling bus or van with fuel and keeping vehicle clean.4. Driver will be required to complete and process periodic driving reports as required by state laws.5. Driver will be required to follow all California traffic laws and if applicable, vanpool rules.6. Drivers must possess a valid authorized driver's license and must be able to pass DOT (Department of Transportation) recognized medical exam and fulfill all other DOT requirements.7. The employer will pay for all required licensing and training. <p>Drivers are compensated for these activities.</p> <p>All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a driver's license or commercial driver's license (DL or CDL) and register as an FLCE driver on a voluntary basis. The DL or CDL and FLCE Certificate are not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a DL, CDL or FLCE Certificate at the time of application and/or hiring. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to obtain a DL, CDL or FLCE Certificate.</p>			

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
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment; housing or furnishings (beyond normal wear and tear) caused by the worker as resulting of willful, dishonest, or grossly negligent action (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 such shortage, breakage or loss is caused by 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).</p> <p>See Addendum C.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Requirements: 1 month of citrus harvest experience. Cannot be color blind due to the need to distinguish colors of crops for proper ripeness and maturity, able to use shears, clippers and other agricultural tools, no smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work fields. Ability to communicate in English or Spanish is required for training and safety purposes. Work is performed outdoors in open fields and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal field environment. Temperatures can range from 20 degrees F to over 100 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.</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 are available at the time and place needed should be referred to the employer.</p> <p>Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. The employment application is completed on the first day of work and on that day the crews will receive an orientation/training session.</p> <p>Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, the Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p> <p>Walk-in applications will be accepted at:</p> <p>La Alianza: 440 W. Tefft Street, Nipomo, CA 93444</p> <p>La Alianza Referral Contact is Christina Shallenberger, email address: sarc.christina@gmail.com, phone number (805) 931-1585. Contact hours are Monday through Friday between 8:00 a.m. and 12:00 p.m. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.</p> <p>All referrals from State Workforce Agencies must be sent to the employer by email or telephone and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.</p> <p>Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) required by law.</p> <p>Telephone Number to Apply: +1 (805) 931-1585 Email Address to Apply: sarc.christina@gmail.com 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 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 Nayarit and Veracruz, Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.</p> <p>Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e. If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)</p> <p>Inbound: La Alianza provides a bus from the place of recruitment to the consulate at no charge. La Alianza provides a bus from the border to the place of destination at no cost. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite.</p> <p>Outbound transportation: La Alianza provides a bus to take employees back to the border and provides employees with outbound transportation money in order for employees to return to the recruitment area. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.</p> <p>The use of Employer-provided transportation is voluntary, and workers may choose to use their own transportation for inbound and outbound travel and may be reimbursed at the most economical rate unless the employer previously paid the bus company for an employee's travel expense.</p> <p>The subsistence rate during inbound and outbound transportation is \$14 per day without receipts and \$59 with receipts.</p> <p>REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.</p> <p>ARRIVAL/DEPARTURE RECORDS: Employees permit the employer and/or employer's agents to access electronically-issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections.</p> <p>During the travel described above (inbound and outbound transportation), the employer will pay for or reimburse daily meals by providing each worker:</p> <p>a. No less than \$14 per day</p> <p>b. No more than \$59 per day 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.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Transportation Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Workers are free to provide their own transportation to and from the daily work site.			

h. Job Offer Information 8

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>) * 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 provides free dormitory-style housing which meets local, state, and federal standards. A copy of the housing contract is provided. Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor). Failure to comply with these rules may result in action, up to and including removal from the housing and termination of employment.			



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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 - Family Housing
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Fresno County, Madera County, Tulare County, or Kern County, California to provide family housing.</p> <p>Workers may be reached at the following address and phone number:</p> <p>ADDRESS: 440 W. Tefft Street, Nipomo, CA 93444 PHONE: (805) 931-1595</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 by calling the telephone number above.</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 daily transportation to and from the work site, the pre-designated pick-up points, and/or from their housing location. Workers who elect to provide their own housing will also 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 work site. They may also decide to provide their own transportation to and from the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working.</p> <p>Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.</p> <p>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>			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>This work may entail exposure to plant pollens, insects and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times.</p> <p>Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 50 pounds in the course of performing required activities. Workers must be able to listen, understand, and follow instructions of company supervisors and managers.</p> <p>General Specifications:</p> <p>Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictate. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations. Specifically, workers will be expected to perform any and all of the listed tasks assigned to the worker in a professional and efficient manner while maintaining the work pace of the crew. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times.</p> <p>Instructions and general supervision will be provided by a designated crew leader or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times. All workers will be evaluated by their supervisor(s) after seven days of actual harvesting with respect to factors such as ability to maintain sufficient pace, to correctly identify the product for harvesting and similar factors. Workers whose job performance is sloppy, inconsistent, inefficient, or improper may be terminated for cause.</p> <p>All safety rules and instructions must be meticulously observed throughout the workday. All rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. All Food Safety rules must be adhered to, including the wearing of, but not limited to, hairnets, beard nets, plastic gloves, aprons, sleeves. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the work site or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.</p> <p>Workers may not report for work, enter the work site, or perform services while under the influence of or having used alcohol or any illegal controlled substance. The possession or use of illegal drugs or any alcohol on any work site, housing site or property of the employer is prohibited and will be cause for termination and/or suspension. Workers must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers).</p> <p>Drug Screening is post offer, post hire, can be random, and is at no cost to the employees.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Offered Wage
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The estimated hourly rate for all piece rates is \$20.50. This rate is just an estimate and is not guaranteed.</p> <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 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 if a prevailing wage/piece rate is removed/No Finding, the Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.</p> <p>Overtime: 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) consecutive day of 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

m. Job Offer Information 13

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Authorized Deductions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.			

n. Job Offer Information 14

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>) * All employees are covered by workers compensation insurance in accordance with California law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period. A workers' compensation and employers liability insurance policy is held by La Alianza. Insurance coverage is provided by Barkley. The policy number is FOR-WC-000000200-0. The policy is effective beginning 1/1/2022 and expires 1/1/2023 and is timely renewed each year. Employees may be put on modified/light work duty as a result of a work-related injury or illness. Modified/light duty activities will be in accordance with state law and related advisories.			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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>) *			
<p>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.</p> <p>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.</p>			

p. Job Offer Information 16

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>) *			
<p>La Alianza, LP (also referred to herein as "La Alianza" "Employer" or "Company") is headquartered in Nipomo, California (440 W. Tefft Street. Nipomo, CA 93444), mailing address: P.O. Box 1402, Nipomo, CA 93444, Phone: (805) 931-1585</p> <p>CA Tax ID: 103-3573-5</p> <p>La Alianza is a registered Farm Labor Contractor</p>			



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q. Job Offer Information 17

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>) * La Alianza is requesting certification for 40 workers, and a total of 40 workers.			

r. Job Offer Information 18

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>) * The normal work week is 7 hours per day (35 hours per week), Monday through Friday. The employer may offer extra hours on Saturday but is not a requirement to work. 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 overtime or work on Sundays and 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.) The employer abides by the seventh (7) day of rest rules. This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. This is not "day work". Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action in accordance to company policies. The normal work hours are 9 a.m. – 4:30 p.m. but may start earlier or later depending on the time of year, hours of daylight, weather, and production requirements. An unpaid lunch break of 30 minutes and two paid 10-minute work breaks are provided. On workdays of less than 5 hours no lunch break will be provided. Workers are notified of any change in the start time. All employees not occupying employer-provided housing must provide the Company with contact information before the worker commences employment. This contact information may be used to notify the worker not to report work due to inclement weather or when work is not available or to notify the workers of any change in the worker's daily schedule, or for any other reason.			

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Training and Production Standards
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Training 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. PRODUCTION STANDARDS: There is no individual piece rate, thus the average pace of the crew is the standard. Because the average-picking rate of a worker varies throughout the season based on weather, fruit/vegetable quantity, size, and variety, and other factors, there is no constant minimum number of bins that are required to be picked throughout the season. However, the employer has determined to the best of its ability the following minimum production standard: Commodity Production Standard Mandarin 1.5 mandarin bins (45" long x 48" wide x 30" high) per 8 hours Oranges 3 orange bins (45" long x 48" wide x 30" high) per 8 hours Lemons 2 on size pick, 3 on strip pick Grapefruit 6 bins (45" long x 48" wide x 30" high) per 8 hours 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.			



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u. Job Offer Information 21

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>The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) maligners or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; and, (e) other job-related reasons. Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers who become ill or injured for non-work-related reasons and are unable to perform essential functions of the job will be released for cause.</p>			

v. Job Offer Information 22

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - COVID-19 Precautions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</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>			