



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

A. Job Offer Information

1. Job Title * Farm Worker								
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment					
	18	18	3. Begin Date * 2/1/2023	4. End Date * 11/30/2023				
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week *							7. Hourly work schedule *	
40	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday	a. 5 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
0	b. Sunday	8	d. Tuesday	8	f. Thursday	0	h. Saturday	b. 1 : 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 \$ Bin (see Addendum A)					
\$ 17.51	<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$ 65.00						
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>85</u> lbs.		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures <input checked="" type="checkbox"/> h. Extensive pushing or pulling <input checked="" type="checkbox"/> i. Extensive sitting or walking <input checked="" type="checkbox"/> j. Frequent stooping or bending over <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. <i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below) *</i> See Addendum C			

C. Place of Employment Information

1. Address/Location *			
McMillan Farm Management MENDEZ #35 45400 CALLE JARDIN			
2. City *	3. State *	4. Postal Code *	5. County *
Temecula	California	92590	Riverside
6. Additional Place of Employment Information <i>(If no additional information, enter "NONE" below) *</i> 45400 CALLE JARDIN TEMECULA 92590			
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 *			
950 E Main St			
2. City *	3. State *	4. Postal Code *	5. County *
San Jacinto	California	92583	Riverside
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Employer-Owned Apartments		15	67
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. <i>(If no additional information, enter "NONE" below) *</i> See Addendum C			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)
 Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Workers residing in employer-provided housing will be provided free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

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

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 Employer will provide transportation at no cost to workers occupying employer-provided housing to the worksite and back on a daily basis. Use of employer-provided transportation is voluntary. Local workers and workers who decline employer-provided housing are responsible for own daily transportation. Employer provides, at no cost, incidental transportation between worksites.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 Employer pays/reimburses foreign workers all visa-related costs (excluding passport fees) in the first workweek.

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



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G. Referral and Hiring Instructions

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

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

See Addendum C

2. Telephone Number to Apply *

+1 (619) 742-9194

3. Email Address to Apply *

Sebastianponce@vpharvesting.com

4. Website address (URL) to Apply *

N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

Yes No



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I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



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If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).



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11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.
- If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).
- For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).
12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).
- The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).
15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
 If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Ponce	Sebastian	
4. Title *		
H-2A Coordinator		
5. Signature (or digital signature) *	6. Date signed *	
Digital Signature Verified and Retained By	<i>Certifying Officer</i>	12/16/2022

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
	Avocado	\$ 65 . 00	Piece Rate	Avocado Piece Rates: Employees will be paid \$65 to \$150 per 1000-pound bin (depending on the work activity), when performing avocado harvesting work. Piece rate will vary depending on crop density Harvesting Low density \$65 per bin Harvesting High Density \$150 per bin. We anticipate the average worker picking 2.25 bins per day. Employer guarantees that workers will be paid at least \$17.51 per hour.
	Citrus	\$ 24 . 00	Piece Rate	Citrus Piece Rates: Employees will be paid \$24 to \$40 per 1000-pound bin (depending on the work activity), when performing citrus harvesting work. Piece rate will vary depending on crop density Harvesting Low density \$24 per bin Harvesting High Density \$40 per bin We anticipate the average worker picking 6 citrus bins per day. Employer guarantees that workers will be paid at least \$17.51 per hour.
	Grapefruit	\$ 20 . 00	Piece Rate	Grapefruit Piece Rates: Employees will be paid \$20 per 1000-pound bin (depending on the work activity), when performing citrus harvesting work. Piece rate will vary depending on crop density Harvesting Low density \$20 per bin Harvesting High Density \$20+ per bin We anticipate the average worker picking 8 grapefruit bins per day. Employer guarantees that workers will be paid at least \$17.51 per hour.
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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
McMillan Farm Management	LEONARD, BRUCE Temecula, California 92590 RIVERSIDE	45955 TIERRA RICA RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	SALINE, AL CALLE PINTOYESCA 2 Temecula, California 92590 RIVERSIDE	3328'01.83"N 11710'48.62"W	2/1/2023	11/30/2023	18
McMillan Farm Management	GOLDMAN, STEVE Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
McMillan Farm Management	TRAN, CUC Temecula, California 92590 RIVERSIDE	3329'05.32N 11710'32.09"W	2/1/2023	11/30/2023	18
McMillan Farm Management	RANCHO 3 FARMS Temecula, California 92590 RIVERSIDE	3327'48.03"N 11711'35.53"W	2/1/2023	11/30/2023	18
McMillan Farm Management	GIORGI #24 Temecula, California 92590 RIVERSIDE	3327'48.03"N 11711'35.53"W	2/1/2023	11/30/2023	18
McMillan Farm Management	GIORGI #25 Temecula, California 92590 RIVERSIDE	3327'48.03"N 11711'35.53"W	2/1/2023	11/30/2023	18
McMillan Farm Management	SOUTHERN DEVELOPMENT GP Temecula, California 92590 RIVERSIDE	3329'05.32N 11710'32.09"W	2/1/2023	11/30/2023	18
McMillan Farm Management	DEARDOFF, TOM Temecula, California 92590 RIVERSIDE	27257 AVENIDA DEL DIABLO TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	KOTAKE, JOHN Temecula, California 92590 RIVERSIDE	3329'00.39"N 11713'46.69"W	2/1/2023	11/30/2023	18



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McMillan Farm Management	DEARDOFF, DON Temecula, California 92590 RIVERSIDE	44930 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	DANIELS, JUERGEN Temecula, California 92590 RIVERSIDE	44220 SANDIA CREEK RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	IRISH, JOHN Temecula, California 92590 RIVERSIDE	25355 VIA OESTE TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	BARNHARDT, BOB Temecula, California 92590 RIVERSIDE	44295 EL CALAMAR RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	SALINE, JERRY Temecula, California 92590 RIVERSIDE	3329°00.39"N 11713'46.69"W	2/1/2023	11/30/2023	18
McMillan Farm Management	RIEGER, KEN Temecula, California 92590 RIVERSIDE	23321 LA VELLA RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	Worksite - KRZM Temecula, California 92590 RIVERSIDE	45400 CALLE JARDIN TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	DUONG, DU Temecula, California 92590 RIVERSIDE	45400 CALLE JARDIN TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	RANCHO 3 FARMS Temecula, California 92590 RIVERSIDE	3328°15.62"N 11711'31.00"W	2/1/2023	11/30/2023	18
McMillan Farm Management	BEAL, JOHN Temecula, California 92590 RIVERSIDE	3328°32.20"N 11712'16.20"W	2/1/2023	11/30/2023	18



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McMillan Farm Management	MCM CAV #1 Temecula, California 92590 RIVERSIDE	3328'15.62"N 11711'31.00"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MCM CAV #2 Temecula, California 92590 RIVERSIDE	3328'15.62"N 11711'31.00"W	2/1/2023	11/30/2023	18
McMillan Farm Management	STEENLAKE Temecula, California 92590 RIVERSIDE	3328'40.57"N 11713'00.90"W	2/1/2023	11/30/2023	18
McMillan Farm Management	WORTHINGTON, MARK Temecula, California 92590 RIVERSIDE	45405 CALLE LA PAZ TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	WIBBENMEYER, SCOTT Temecula, California 92590 RIVERSIDE	45405 CALLE LA PAZ TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	LOK, GEORGE #2 Temecula, California 92590 RIVERSIDE	3326'56.87"N 11713'31.56"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MENDEZ #35 Temecula, California 92590 RIVERSIDE	3326'56.87"N 11713'31.56"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MENDEZ #36 Temecula, California 92590 RIVERSIDE	3326'56.87"N 11713'31.56"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MENDEZ #37 Temecula, California 92590 RIVERSIDE	3326'56.87"N 11713'31.56"W	2/1/2023	11/30/2023	18
McMillan Farm Management	SCIORTINO #1 Temecula, California 92590 RIVERSIDE	44780 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18



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McMillan Farm Management	WAKS, RICK Temecula, California 92590 RIVERSIDE	27970 VIA SANTA ROSA TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	SCIORTINO #2 Temecula, California 92590 RIVERSIDE	44780 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	TAYLOR, MATTHEW Temecula, California 92590 RIVERSIDE	3328'15.62"N 11711'31.00"W	2/1/2023	11/30/2023	18
McMillan Farm Management	DEARDOFF, DON Temecula, California 92590 RIVERSIDE	44930 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	APOSTLE, JIM & MILLET Temecula, California 92590 RIVERSIDE	3326'56.87"N 11713'31.56"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MCM CAV #3 Temecula, California 92590 RIVERSIDE	3329'05.32"N 11710'32.09"W	2/1/2023	11/30/2023	18
McMillan Farm Management	GISLASON, LEE Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
McMillan Farm Management	GISLASON, LEE Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MCM CAV #4 Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MCM CAV #4 Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18

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McMillan Farm Management	VANDENBERG Temecula, California 92590 RIVERSIDE	3326'56.87"N 11713'31.56"W	2/1/2023	11/30/2023	18
McMillan Farm Management	DEARDOFF, DON #1A Temecula, California 92590 RIVERSIDE	44930 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	DEARDOFF, DON #1B Temecula, California 92590 RIVERSIDE	44930 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	SHOUP, RANDY #110 Temecula, California 92590 RIVERSIDE	44290 VIA HORCA TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	SCIORTINO #3 Temecula, California 92590 RIVERSIDE	44780 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	KANALEY, BOB Temecula, California 92590 RIVERSIDE	47111 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	LAFAILLE, SALINA-LOK Temecula, California 92590 RIVERSIDE	3328'14.91"N 11713'44.13"W	2/1/2023	11/30/2023	18
McMillan Farm Management	SALINE, AL Temecula, California 92590 RIVERSIDE	44290 VIA HORCA TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	LEE, DAVID Temecula, California 92590 RIVERSIDE	26179 VIA DE LOS ROBLES TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	SACCO, RON Temecula, California 92590 RIVERSIDE	3328'14.91"N 11713'44.13"W	2/1/2023	11/30/2023	18



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McMillan Farm Management	WOOD, ROGER Temecula, California 92590 RIVERSIDE	44760 VIA GORRION TEMECULA CA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	NEWHOUSE Temecula, California 92590 RIVERSIDE	3328'32.20"N 11712'16.20"W	2/1/2023	11/30/2023	18
McMillan Farm Management	STARR, NICK Temecula, California 92590 RIVERSIDE	3328'32.20"N 11712'16.20"W	2/1/2023	11/30/2023	18
McMillan Farm Management	THACKER, TOM Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
McMillan Farm Management	ALEXANDER Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
McMillan Farm Management	ALEXANDER Temecula, California 92590 RIVERSIDE	24405 FUERTE RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	ALEXANDER Temecula, California 92590 RIVERSIDE	24385 FUERTE RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	ALEXANDER Temecula, California 92590 RIVERSIDE	24325 FUERTE RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	SO. DEVELOPMENT GP.- CALIXTO Temecula, California 92590 RIVERSIDE	3329'05.32"N 11710'32.09"W	2/1/2023	11/30/2023	18
McMillan Farm Management	SIMONOFF, BILL Temecula, California 92590 RIVERSIDE	3328'18.19"N 11714'09.32"W	2/1/2023	11/30/2023	18



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McMillan Farm Management	NEFF, RANDY Temecula, California 92590 RIVERSIDE	45700 AVENIDA TIERRA TEMECULA, CA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	ALKEMA Temecula, California 92590 RIVERSIDE	28975 VIA SANTA ROSA TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	LA CRUZ LLC Temecula, California 92590 RIVERSIDE	3328'47.67"N 11712'32.20"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MAUL, FRED Temecula, California 92590 RIVERSIDE	48725 VIA VAQUERO TEMECULA CA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	FLAGGRICULTURE Temecula, California 92590 RIVERSIDE	3328'01.83"N 11710'48.62"W	2/1/2023	11/30/2023	18
McMillan Farm Management	SALINE, AL VIA DE LOS ROBLES Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
McMillan Farm Management	SALINE, AL CALLE ROCA Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
McMillan Farm Management	ALBIN, GREG Temecula, California 92590 RIVERSIDE	44220 SANDIA CREEK RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	SAVEH PARTNERS Temecula, California 92590 RIVERSIDE	3329'00.39"N 11713'46.69"W	2/1/2023	11/30/2023	18
McMillan Farm Management	DEARDOFF, CHUCK Temecula, California 92590 RIVERSIDE	3328'14.91"N 11713'44.13"W	2/1/2023	11/30/2023	18



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McMillan Farm Management	DEARDOFF, DON #2 Temecula, California 92590 RIVERSIDE	44930 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	LEONARD, BRUCE Temecula, California 92590 RIVERSIDE	45955 TIERRA RICA RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	ODER, ROBERT Temecula, California 92590 RIVERSIDE	44650 VIA GORRION TEMECULA 92590/ 27475 YNEZ RD NO 345 TEMECULA, CA 92591	2/1/2023	11/30/2023	18
McMillan Farm Management	Worksite - LOWY Temecula, California 92590 RIVERSIDE	3328'47.67"N 11712'32.20"W	2/1/2023	11/30/2023	18
McMillan Farm Management	GEE, JOHN Temecula, California 92590 RIVERSIDE	29190 RIDGELINE CT TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	CORNELL, JOHN Temecula, California 92590 RIVERSIDE	3329'00.39"N 11713'46.69"W	2/1/2023	11/30/2023	18
McMillan Farm Management	CORNELL, JOHN Temecula, California 92590 RIVERSIDE	3326'56.87"N 11713'31.56"W	2/1/2023	11/30/2023	18
McMillan Farm Management	CORNELL, JOHN Temecula, California 92590 RIVERSIDE	29190 RIDGELINE CT TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	MCGUIRE, LEO Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MCGUIRE, LEO Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18



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McMillan Farm Management	BARNES- MONTE RANCHO Temecula, California 92590 RIVERSIDE	3327'41.34"N 11716'25.45"W	2/1/2023	11/30/2023	18
McMillan Farm Management	BARNES- VIA HORCA Temecula, California 92590 RIVERSIDE	3328'22.89"N 11709'40.87"W	2/1/2023	11/30/2023	18
McMillan Farm Management	BARNES- VIA HORCA Temecula, California 92590 RIVERSIDE	3328'22.89"N 11709'40.87"W	2/1/2023	11/30/2023	18
McMillan Farm Management	KIDD, DENIS Temecula, California 92590 RIVERSIDE	3326'56.87"N 11713'31.56"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MCM LOS GATOS Temecula, California 92590 RIVERSIDE	44120 CALLE CORONA RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	CHAIM, ARIK Temecula, California 92590 RIVERSIDE	3330'57.40"N 11712'41.45"W	2/1/2023	11/30/2023	18
McMillan Farm Management	NORDSTROM, VERONICA Temecula, California 92590 RIVERSIDE	3328'04.44"N 11714'42.41"W	2/1/2023	11/30/2023	18
McMillan Farm Management	BLACHARSKI, PAUL Temecula, California 92590 RIVERSIDE	46856 EL PRADO RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	ZIVELONGHI, MARGARET Temecula, California 92590 RIVERSIDE	44120 CALLE CORONA RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	MCMILLAN, MIKE Temecula, California 92590 RIVERSIDE	45955 TIERRA RICA RD TEMECULA 92590	2/1/2023	11/30/2023	18

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McMillan Farm Management	Worksite - LOWY Temecula, California 92590 RIVERSIDE	3328'04.44"N 11714'42.41"W	2/1/2023	11/30/2023	18
McMillan Farm Management	CALLE CUERO Temecula, California 92590 RIVERSIDE	45400 CALLE JARDIN TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	BUENOS CAMPOS Temecula, California 92590 RIVERSIDE	45955 TIERRA RICA RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	TRAN, CHARLY Temecula, California 92590 RIVERSIDE	3330'58.20"N 11712'03.18"W	2/1/2023	11/30/2023	18
McMillan Farm Management	GATTA, ED Temecula, California 92590 RIVERSIDE	3328'12.59"N 11717'39.96"W	2/1/2023	11/30/2023	18
McMillan Farm Management	GATTA, ED Temecula, California 92590 RIVERSIDE	3328'12.59"N 11717'39.96"W	2/1/2023	11/30/2023	18
McMillan Farm Management	TWO LITTLE GIRLS LLC Temecula, California 92590 RIVERSIDE	3329'50.91"N 11714'32.88"W	2/1/2023	11/30/2023	18
McMillan Farm Management	CRUMLEY, JANET Temecula, California 92590 RIVERSIDE	3328'01.83"N 11710'48.62"W	2/1/2023	11/30/2023	18
McMillan Farm Management	RAZO, MERCEDES Temecula, California 92590 RIVERSIDE	3328'04.44"N 11714'42.41"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MCMILLAN, GARY Temecula, California 92590 RIVERSIDE	45124 SANDIA CREEK DR TEMECULA CA 92591	2/1/2023	11/30/2023	18



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McMillan Farm Management	DEARDOFF, CHUCK Temecula, California 92590 RIVERSIDE	44930 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	JENTZSCH, JANE Temecula, California 92590 RIVERSIDE	3328'04.44"N 11714'42.41"W	2/1/2023	11/30/2023	18
McMillan Farm Management	FILIPIAN, VAHAN Temecula, California 92590 RIVERSIDE	3328'48.40"N 11717'18.41"W	2/1/2023	11/30/2023	18
McMillan Farm Management	SIMPATICA- CANDEE Temecula, California 92590 RIVERSIDE	3328'04.44"N 11714'42.41"W	2/1/2023	11/30/2023	18
McMillan Farm Management	SIMPATICA- DIAMOND Temecula, California 92590 RIVERSIDE	3328'04.44"N 11714'42.41"W	2/1/2023	11/30/2023	18
McMillan Farm Management	SIMPATICA- SIMPLE AVO Temecula, California 92590 RIVERSIDE	3328'04.44"N 11714'42.41"W	2/1/2023	11/30/2023	18
McMillan Farm Management	SIMPATICA- KAFFER Temecula, California 92590 RIVERSIDE	3328'04.44"N 11714'42.41"W	2/1/2023	11/30/2023	18
McMillan Farm Management	LENIHAN, JOE Temecula, California 92590 RIVERSIDE	3329'50.69"N 11715'04.97"W	2/1/2023	11/30/2023	18
McMillan Farm Management	JAMBO FRUIT FARM Temecula, California 92590 RIVERSIDE	3330'50.81"N 11712'19.35"W	2/1/2023	11/30/2023	18
McMillan Farm Management	CPF GROVES- HOME Temecula, California 92590 RIVERSIDE	3328'04.44"N 11714'42.41"W	2/1/2023	11/30/2023	18



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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 §
McMillan Farm Management	ARMSTRONG, EDWARD Temecula, California 92590 RIVERSIDE	3328'14.91"N 11713'44.13"W	2/1/2023	11/30/2023	18
McMillan Farm Management	HARNS, KIRK Temecula, California 92590 RIVERSIDE	44930 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	WHITE, SCOTT Temecula, California 92590 RIVERSIDE	3328'22.66"N 11712'48.80"W	2/1/2023	11/30/2023	18
McMillan Farm Management	CASEY, PAT Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
McMillan Farm Management	MEJIA, BACILIO Temecula, California 92590 RIVERSIDE	44063 DE LUZ RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	MEJIA, BACILIO Temecula, California 92590 RIVERSIDE	44063 DE LUZ RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	LE FAMILY Temecula, California 92590 RIVERSIDE	45601 VIA TORNADO TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	STEPHENSON, GIL Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
McMillan Farm Management	LONG, MIKE Temecula, California 92590 RIVERSIDE	27355 VIA SANTA ROSA TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	HSIAO, WARREN Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18



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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 §
McMillan Farm Management	JOHNS, STEPHEN Temecula, California 92590 RIVERSIDE	44644 SANDIA CREEK DR TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	CHANG, JIM Temecula, California 92590 RIVERSIDE	44295 EL CALAMAR RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	MARTINEZ, JEFF Temecula, California 92590 RIVERSIDE	23987 CARANCHO RD TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	CHAIM, ARIK Temecula, California 92590 RIVERSIDE	3331'01.81"N 11712'17.25"W	2/1/2023	11/30/2023	18
McMillan Farm Management	BONNAR, BILL Temecula, California 92590 RIVERSIDE	28282 SYCAMORE MESA RD TEMECULA 92590 ?????	2/1/2023	11/30/2023	18
McMillan Farm Management	PAUMA VALLEY Temecula, California 92590 RIVERSIDE	15151 PAUMA VALLEY DR PAUMA VALLEY CA 92061	2/1/2023	11/30/2023	18
McMillan Farm Management	LAZY H Temecula, California 92590 RIVERSIDE	15969 LAZY H DRIVE PAUMA VALLEY CA 92061	2/1/2023	11/30/2023	18
McMillan Farm Management	LAZY H Temecula, California 92590 RIVERSIDE	15969 LAZY H DRIVE PAUMA VALLEY CA 92061	2/1/2023	11/30/2023	18
McMillan Farm Management	LAZY H Temecula, California 92590 RIVERSIDE	15969 LAZY H DRIVE PAUMA VALLEY CA 92061	2/1/2023	11/30/2023	18
McMillan Farm Management	HSIAO, WARREN Temecula, California 92590 RIVERSIDE	3327'38.11"N 11713'14.31"W	2/1/2023	11/30/2023	18



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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 §
McMillan Farm Management	SALINE, AL CALLE PINTORESCA 1 Temecula, California 92590 RIVERSIDE	3328'01.83"N 11710'48.62"W	2/1/2023	11/30/2023	18
McMillan Farm Management	SALINE, AL Temecula, California 92590 RIVERSIDE	45400 CALLE JARDIN TEMECULA 92590	2/1/2023	11/30/2023	18
McMillan Farm Management	SHOUP, RANDY #29 ORGANIC Temecula, California 92590 RIVERSIDE	3327'45.64"N 11711'35.76"W	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	2010 Perricone Limited Parnership- 33.303117 -117.131856 Valley Center, California 92082 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Adelaide G. McCormick Trust- 33.289055 -116.966140 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Agua Tibia Ranch- 13850 Hwy 76 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Arlington Vet Labs- 33.737590 - 116.898222 Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Bautista Creek Ranches- 33.713308 - 116.884996 Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Broomell Properties- 33.318796 - 116.994869 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Brown- 33.290075 -116.960379 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18



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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 §
Villa Park Orchards Assn	BSTCO- 33.303407 -117.132680 Valley Center, California 92082 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Carol A Sanden- 33.732287 - 116.881421 Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Cliff Olsen- 26208 Olsen View Ct Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Darren House- 33.310692 - 116.945397 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Donald Marabella- 26810 Lake St. Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Easton-Rutz Family Trust- 33.337902 -116.983161 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Fred R Wolff- 33.382893 - 117.046122 Pala, California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	FRP Properties LLC Pala- 33.382428 -117.043740 Pala, California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	FRP Properties LLC Pauma- 33.332432 -116998475 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Gary and Sheila Broomell- 15402 Vesper Rd. Valley Center, California 92082 SAN DIEGO	None.	2/1/2023	11/30/2023	18



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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 §
Villa Park Orchards Assn	Jack Delman- 43320 Johnston Ave. Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Jack Zanchi- 33.235059 -117.003820 Valley Center, California 92082 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	JD Farms Circle R- 33.273586 - 117.127619 Valley Center, California 92082 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	JDP & MRP Maciel- 33.291830 - 162840 Bonsall, California 92003 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Jiles Ranch- 33.302947 -116.922696 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Kelley Citrus- 44381 Bautista Canyon Rd Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Kelley Groves- 33.733325 - 116.890239 Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Lena Marabella- 33.733876 - 116.908020 Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Lorna H Ross- 33.333735 - 116.992448 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Lyll Enterprises- 15524 Hwy 76 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18



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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 §
Villa Park Orchards Assn	M. Kariya- 15725 Hwy 76 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Mary C Bishop- 33.345939 - 117.025339 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	McCormick Ranch LLC- 33.287889 - 116.965217 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	P&R Almond Hankey- 33.311741 - 116.988289 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Paul Blacharski- 46856 Prado Rd Temecula, California 92590 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Pauma Ranch Upper 40- 33.313754 - 116.986798 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Pauma Ranches Adams- 33.304027 - 116.946271 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Pauma Ranches Chitty- 33.320655 - 116.991807 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Pauma Ranches Hutchings- 33.294422 -116.939733 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Pauma Ranches Main/House/School- 33.316821 -116.993565 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18



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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 §
Villa Park Orchards Assn	Pauma Ranches Mirador- 33.335349 -116.981768 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Pauma Ranches Stephens- 33.310846 -116.943977 Pauma Valley , California 92509 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Perricone Calif. Properties (Sam's Mtn)- 33.296821 -116.967749 Pauma Valley , California 92509 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Perricone Calif. Properties (Sendero)- 33.337180 -117.003480 Pauma Valley , California 92509 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	PKB Keys Creek- 33.288383 - 117.058124 Valley Center, California 92082 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	PKB McNally- 33.324884 - 117.143880 Valley Center, California 92082 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Richard R Walworth- 34815 Valley Center Rd Valley Center, California 92082 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Roy A Ellison- 33.235426 - 117.008228 Valley Center, California 92082 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Sun Pacific Well- 33.287199 - 116.956326 Pauma Valley , California 92059 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	Wasburn Ranch- 33.716036 - 116.885768 Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18



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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 §
Villa Park Orchards Assn	XO Properties LTD (Mike McMillan)- 33.539728 -117.046560 Temecula, California 92592 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	JD Farms Bonsall- 33.285123 - 117.240016 Bonsall, California 92003 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	W. Lilac 2 Farms West Lilac 2- 33.293032 -117.160361 Bonsall, California 92003 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	W. Lilac 2 Farms Doi- 33.295095 - 117.157786 Bonsall, California 92003 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	West Lilac West Lilac- 33.291041 - 117.167592 Bonsall, California 92003 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	JD/MR Pardee Wilson- 33.289553 - 117.170489 Bonsall, California 92003 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	West Lilac 2 Farms Kline- 33.290629 -117182698 Bonsall, California 92003 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Villa Park Orchards Assn	JD/MR Pardee Pringle- 33.267770 - 117.117180 Valley Center, California 92509 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Bautista Creek Ranches	44381 Bautista Road Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Bautista Creek Ranches	44996 Bautista Road Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18



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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 §
Bautista Creek Ranches	45200 Bautista Road Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Bautista Creek Ranches	39093 Harris Truck Trail Fallbrook, California 92028 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Bautista Creek Ranches	2562 Donnil Lane Fallbrook, California 92028 SAN DIEGO	None.	2/1/2023	11/30/2023	18
Bautista Creek Ranches	GPS: 33.715051, -116.879060 Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18
Bautista Creek Ranches	GPS: 33.708900,-116.875022 Hemet, California 92544 RIVERSIDE	None.	2/1/2023	11/30/2023	18



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D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Employer-Owned Housing	14970 Hwy 76 Pauma Valley, California 92061 SAN DIEGO		8	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Avocado Harvesting:</p> <p>Under the direction of the crew foreman, heavy labor of picking avocados as per size requirement if requested or for tree stripping. Employees will be using telescopic ladders ranging from 32' to 40' ladders depending on tree size. Each employee will also be given a 14' picking pole to get the harder to reach areas. The weight of the ladders range between 50 and 85 pounds depending on height. Employee will be given the necessary clipper for avocados and be given the training and necessary items to keep clean and in working order for picking. All avocados will be cut with the assigned clippers not pulled and placed into picking bags, which is carried on the front of the body, with straps around the shoulder and back for support. The bag full of fruit can weigh up to 80 lbs. Once full, the sack is emptied into bin, this process is repeated until bin is full.</p> <p>Employee will need to walk around the tree, under the tree, and inside the tree and from a ladder to pick the appropriate fruit. The ladder will also have to be moved around the tree by employee and placed in safe positions to ensure entire tree is picked. Crew foreman will then assign a new tree or line of trees depending on grove and employee will need to be able move ladder to new tree. Employees will be wearing cotton picking gloves that will be replaced weekly, or as needed, protective sleeves, and eye protection if requested.</p> <p>Employees will also be pruning avocado trees, using both pruning loppers and hand saws. If employee completes proper training, may be tasked to use chainsaw for tree removal. Employees will be expected to follow the direction and techniques specific to avocado trees from the crew foreman. Employees will be skirting trees using sheers to trim bottom branches (trimming on branches at the bottom of the tree so as not to touch the ground) and suckering (removing lateral shoots, or suckers), from the trees. Employees will be planting trees and weeding around trees using a long-handled hoe, shovels. Start times vary depending on the weather (fog or heavy dew). Fruit cannot be picked until it is dry on the outside.</p> <p>We will be picking on numerous orchards for many different owners and all employees will be required to respect all property, keep clean worksites and only go in designated areas assigned by crew foreman. Terrain and tree size will vary from small trees that don't require ladders to hilly terrain that require the taller ladders.</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 (<i>up to 3,500 characters</i>) *</p> <p>Worker must authorize in writing all voluntary deductions, such as cash advances\loans, health insurance payments, cell phones and other services to benefit the worker.</p> <p>Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions.</p> <p>The Company has purchased the required surety bond in the amount of \$5,000 made payable to the Administrator, WHD, United States Department of Labor and remains in effect for 2 years from the last date of the H-2A contract period.</p> <p>CA State Tax ID: 002-7982-8</p> <p>Employer maintains a workers' compensation policy with Care West Insurance Co., Policy # W12204001851, active 04/01/2022 - 04/01/2023. Contact Roxanne Myers at 800-827-7722 within 24 hours or as soon as possible.</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 (up to 3,500 characters) *</p> <p>Must have 3-month working with citrus or avocados as defined in this application including harvest work. Workers must be able to lift 85 lbs. repetitively in the course of this work and work with hand tools. Cannot be color blind due to the need to distinguish colors of crops, able to use shears and other agricultural tools. Must be able to climb ladders and not be afraid of heights. Must be able to work outdoors in inclement weather conditions, including rain, cold, high winds, etc. Work involves frequent bending and working in bent or stooped positions. Must be able to walk and stand up extensively. No smoking, alcohol, firearms in field or housing.</p>			

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The Employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards. Additionally, onsite laundry access will be available to workers at no cost.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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 (up to 3,500 characters) * Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment 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. All referrals from State Workforce Agencies must be sent to the employer by email and must include referral contact name, phone number, and email address if an email address is available.</p> <p>Walk-in applications will be accepted at: Address: 15072 CA-76 Pauma Valley, CA 92061 Telephone: (619) 742 - 9194 Valley Produce Harvesting, Inc. Referral Contact is Sebastian Ponce, email address: Sebastianponce@vpharvesting.com phone number (619) 742 - 9194. Contact hours are Monday through Friday, 10:00 a.m. to 5:00 p.m., ("Regular Business Hours"), except on federal holidays.</p> <p>Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment. The employer will interview applicants by phone and in-person by appointment and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. Applicants, State Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may call for an interview during Regular Business Hours. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews.</p> <p>Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker at the time the worker reports for work and will be examined by the Company as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Farm Laborers (Fruits, Lettuce, Melons, Onions, Peas, Romain
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Fruit Grove: Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time. Following the Supervisors instructions, the worker will place a picking sack over their shoulder and carry a 18' to 20' ladder from the field truck to the particular area of the grove to be harvested. The picking sack is a canvas bag equipped with a shoulder strap for support, an opening for the insertion of fruit, and an opening to remove fruit. A fully loaded sack weighs approximately 80 pounds, depending on the size, condition, and variety of fruit. A ladder is placed against a tree within reach of the fruit in a leaning position. While taking care not to break limbs, damage the tree, knock off fruit, or interfere with other workers, in a secure position to prevent slipping or falling and possible injury to themselves or other workers. Workers will remove fruit from the tree and place into a pick sack. When the pick sack is full, take the full sack to the fruit tub located in the grove. Drop fruit from pick sack into the tub. In order to perform this kind of work, the worker must be able to work outside for at least 7 hours a day in all kinds of weather and be in possession of the requisite physical strength and endurance to repeat the picking process rapidly, working quickly and skillfully with their hands, and carrying a large number of sacks of fruit from the area in which the fruit is being harvested to the location of the tub.</p> <p>Grove Cleanup and Maintenance: Grove work also includes irrigation, installation, digging trenches, backfilling trenches, stringing hoses, collecting old hoses, crawling under trees to install new sprinklers, removing old sprinklers, skirting trees, piling up brush, grove cleanup and maintenance. Maintenance of trees; debris, weed, and vine removal; irrigation repair; and general grove clean-up as required. It is estimated that 50% of the time will be spent growing and maintaining, and 50% harvesting the products.</p> <p>Row Crops (lettuce, melons, onions, peas, tomatoes, watermelons, broccoli, and bell peppers): Workers will perform assigned duties as assigned by their Supervisor. Duties may include ground prep, weeding, planting, harvesting, old plant removal, cleaning field of plastic, mulch, and hoses, cleanup activities, work involving heavy lifting (up to 80lbs). The work is done in inclement weather at times including hot temperatures, cold temperatures, and rain.</p> <p>Weeding: The employer specifies that the workers will be using a long-handled hoe (longer than 4 feet) for all weeding activities.</p> <p>Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, prevailing hourly wage or piece rate, agreed upon collective bargaining wage, or the federal or state minimum wage for all hours worked.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Citrus Harvesting
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Citrus Harvesting (Oranges, Grapefruit, and Lemons):</p> <p>Under the direction of the crew foreman, heavy labor of picking oranges, grapefruit, or lemons as per color and size requirements. Employees will be climbing super duty straight ladders ranging from 14" to 22' ladders depending on tree size. The weight of the ladders range between 25 and 36 pounds depending on height. Employee will be given the necessary clipper style for each above named commodity and be given the training and necessary items to keep clean and in working order for picking of all citrus. All citrus will be cut with the assigned clippers not pulled and placed into picking bags, which is carried on the front of the body, with straps around the shoulder and back for support. The bag full of fruit can weigh up to 80 lbs. Once full, the sack is emptied into bin, this process is repeated until bin is full.</p> <p>Employee will need to walk around the tree, under the tree, and inside the tree and from a ladder to pick the appropriate fruit. The ladder will also have to be moved around the tree by employee and placed in safe positions to ensure entire tree is picked. Crew foreman will then assign a new tree or line of trees depending on grove and employee will need to be able move ladder to new tree. Employees will be wearing cotton picking gloves that will be replaced weekly, or as needed, protective sleeves, and eye protection if requested.</p> <p>Employees will also be pruning avocado and citrus trees, using both pruning loppers and hand saws. If workers complete proper training, some might be tasked to use chainsaw for tree removal. Employees will be expected to follow the direction and techniques specific to avocado trees and citrus trees from the crew foreman. Employees will be skirting citrus trees using sheers to trim bottom branches (trimming on branches at the bottom of the tree so as not to touch the ground) and suckering (removing lateral shoots, or suckers), from the trees. Employees will be planting trees and weeding around trees using a long-handled hoe and shovels. Start times vary depending on the weather (fog or heavy dew). Fruit cannot be picked until it is dry on the outside. Employees will be expected to follow the direction and techniques specific to citrus trees from the crew foreman.</p> <p>We will be picking on numerous orchards for many different owners and all employees will be required to respect all property, keep clean worksites and only go in designated areas assigned by crew foreman. Terrain and tree size will vary from small trees that don't require ladders to hilly terrain that require the taller ladders. Piece rate will increase on the more difficult ranches.</p> <p>Grove Maintenance Duties: Workers may be required to perform regular cultural maintenance and or new plantings for groves. This could include, but not limited to, brush clearing, weed abatement, irrigation installation and repair, road maintenance, digging holes and planting trees upon supervision.</p>			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Schedule
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Saturday shifts may be offered but is not required. Workers are notified of any change in the start time. An unpaid lunch break of 30 minutes and two paid 10-minute work breaks are provided. On work days of less than 5 hours, no lunch break will be provided. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Working Conditions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work is performed in open fields and may involve exposure to sun, mud, dust, wind, heat, cold, wet, humid, warm, and dry and other natural elements of the normal field environment. Temperatures can range from 40 degrees Fahrenheit to over 100 degrees Fahrenheit during the period of employment. Workers should come prepared with appropriate clothing and footwear for the environmental and working conditions described.</p> <p>This work may entail exposure to plant pollens, insects and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times. Workers must listen to, understand and follow instructions of company supervisors and managers.</p> <p>Daily individual work assignments will be made by, and at the sole discretion of, VPH as the needs of the harvesting operation dictate. Workers will be assigned to specific worksites by the VPH supervisor.</p> <p>Workers are expected to assist in maintaining work areas and company property in a neat and clean condition by not littering. Lunch must be eaten in the assigned area(s) away from the employee's work site and accordance to company Food Safety policies.</p> <p>Workers will be expected to comply with all provisions of this Clearance Order and the Company's work rules, policies and procedures, and to perform all assigned tasks in a professional and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures.</p> <p>All safety rules and instructions must be meticulously observed throughout the workday. All Valley Produce Harvesting's 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.</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 - Wage Guarantee
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will be paid 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 pay the hourly rate of \$17.51 per hour for work performed in California (unless rescinded by court order or other action). Higher or different wage rates may apply during contract period based on market conditions, but no less than the required wage rate. Employer assures that the required wage rate will be paid at the time that the work is performed.</p> <p>Hourly Wage Guarantees: Workers will be guaranteed \$17.51 per hour for work performed in California (unless rescinded by court order or other action).</p> <p>The Employer abides by California Wage Order 14. The employer abides by the seventh (7) day of rest rules. Unpaid lunch breaks are 30 minutes with two (2) paid 10-minute breaks a day.</p> <p>Overtime pay applicable at 1.5 times the regular rate of pay for all hours worked in excess of 8 per day, or 40 during any workweek. All hours worked on the seventh day in excess of 8 will be paid double time.</p> <p>Sick leave: Workers employed for 30 days shall accrue 1 hour of paid sick time for every 30 hours worked (to a max of 48 hours). Workers are entitled to use paid sick time beginning on the 90th calendar day after employment start date. Workers can use up to 24 hours of accrued paid sick time in each 12-month period. Unused time will carry over to the following year. Workers terminated for cause or voluntarily resign forfeit all unused paid sick time.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Pay Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers must obtain employer's permission to make personal long-distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. Worker must promptly confirm such authorization in writing.</p> <p>Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, unless otherwise noted.</p> <p>If the prevailing wage or AEWB increases during the contract period, the employer will pay the higher rate upon notification from the Department of Labor.</p> <p>Raises and/or bonuses may be offered to any seasonal worker employed under this job order, at the company's sole discretion, based on individual factors including but not limited to work performance, skill, and tenure.</p> <p>Employer expressly prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. The employer attests they will not seek or receive payment of any kind from workers for anything related to obtaining the H-2A labor certification, including the employer's attorney or agent fees, application fees, or recruitment costs.</p>			

l. Job Offer Information 12

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