



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

**A. Job Offer Information**

1. Job Title * General Farm Workers							
2. Workers Needed *		a. Total	b. H-2A	Period of Intended Employment			
		230	200	3. Begin Date * 2/1/2023		4. End Date * 7/31/2023	
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. 5 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. 12 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ 17.51		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 02.10		Strawberry Conventional Fresh Ground/per box 20x16x4 (inches)	
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify):						N/A	
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



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**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>25</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
See Addendum C			

**C. Place of Employment Information**

1. Address/Location *			
WEST VIEW BERRY FARMS: 4705 E Telegraph Road			
2. City *	3. State *	4. Postal Code *	5. County *
Piru	California	93040	Ventura
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
See Addendum C			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
Playa Inn 711 West Hueneme Road			
2. City *	3. State *	4. Postal Code *	5. County *
Oxnard	California	93033	Ventura
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Motel-Style		33	100
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
Playa Inn will provide 33 rooms and housing for 100 workers. Each housing unit has an individual storage for personal belongings per employee. Each worker will receive their own bed. They will also receive one blanket, sheets, pillow and pillowcase. Laundry (washer and dryer) on site and free of charge to workers. Catering will be provided by Carniceria Los Corrales. Total Capacity: 100 Workers.			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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**E. Provision of Meals**

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. \* (Please begin response on this form and use Addendum C if additional space is needed.)  
Meals will be provided by Carniceria Los Corrales for workers living at Del Playa Inn. Contact: Martin Balderas (805) 290-3468. The employer will pay the catering company directly for the meals. Workers will be provided with 3 meals a day. Mealtimes may vary depending on the work schedule. A hot lunch and snack will be provided to the workers at the worksite, or at the housing location in a proper insulated storage container. Breakfast and dinner will be provided at the housing site. A deduction of \$14 per day (or a different rate if/when the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request) for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing. This deduction applies to employees who are offered meals beginning on the first day the worker occupies the employer-provided housing.

See Addendum C.

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

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

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

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. \*  
(Please begin response on this form and use Addendum C if additional space is needed.)  
Workers who commute daily have the option to drive their own vehicles to the work site or come to pre-designated pickup points to ride free bus transportation to and from the work site. The pre-designated pickup points are located at Del Playa Inn 711 West Hueneme Road, Oxnard, CA. 93033 and Ocean Gateway Inn 350 S. Peck Road, Santa Paula, CA. 93060.

See Addendum C.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). \*  
(Please begin response on this form and use Addendum C if additional space is needed.)  
The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.

See Addendum C.

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

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

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**G. Referral and Hiring Instructions**

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

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

See Addendum C

2. Telephone Number to Apply \*

+1 (805) 862-2102

3. Email Address to Apply \*

esperanza@royaloakag.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 \$
Prandini	Steve	
4. Title *		
President		
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
	Strawberry Organic Fresh Ground	\$ 02 . 15	Piece Rate	per box 20x16x4 (inches) Estimated Hourly rate: \$18 per hour
	Strawberry Organic Fresh Machine	\$ 02 . 10	Piece Rate	per box 20x16x4 (inches) Estimated Hourly rate: \$18 per hour
	Strawberry Export	\$ 04 . 50	Piece Rate	per box 20x16x4 (inches) Estimated Hourly rate: \$18 per hour
	Strawberry Conventional Fresh Machine	\$ 02 . 00	Piece Rate	per box 20x16x4 (inches) Estimated Hourly rate: \$18 per hour
	Raspberry Harvest - Hourly plus incentive	\$ 09 . 00	Piece Rate	plus 2.65 piece rate per box 20x16x4 inches Estimated Hourly rate: \$19 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 §
WEST VIEW BERRY FARMS	4705 E Telegraph Road Piru, California 93040 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	4116 Laguna Road Oxnard, California 93033 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	4100 Etting Road Oxnard, California 93033 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	4630 Etting Road Oxnard, California 93033 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	4020 Wood Road Oxnard, California 93033 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	4645 Laguna Road Oxnard, California 93033 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	3478 East Hueneme Road Oxnard, California 93033 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	5011 West Gonzales Road Oxnard, California 93036 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	4535 Hueneme Road Oxnard, California 93033 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	11832 Darling Road Ventura, California 93004 VENTURA		2/1/2023	7/31/2023	200

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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 §
WEST VIEW BERRY FARMS	11436 Telegraph Road Santa Paula, California 93060 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	5550 North Rose Avenue Oxnard, California 93036 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	4526 East Hueneme Road Oxnard, California 93033 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	4000 East Pleasant Valley Road Oxnard, California 93033 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	4043 Laguna Road Oxnard, California 93033 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	1200 West Main Street Ventura, California 93001 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	3800 West Fifth Street Oxnard, California 93030 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	3919 West Teal Club Road Oxnard, California 93030 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	6100 N Casper Road Oxnard, California 93033 VENTURA		2/1/2023	7/31/2023	200
WEST VIEW BERRY FARMS	2190 N Rice Avenue Oxnard, California 93030 VENTURA		2/1/2023	7/31/2023	200

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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 *
Motel Style	Ocean Gateway Inn 350 S. Peck Road Santa Paula, California 93060 VENTURA	Ocean Gateway Inn will provide 25 rooms and housing for 100 workers. Each worker will be provided with their own bed. Laundry (washer and dryer) is on site and free of charge to workers. Catering will be provided Carniceria Los Corrales. Total capacity: 100 workers.	25	100	<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
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**H. Additional Material Terms and Conditions of the Job Offer**

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> General Farm Workers to perform the following duties: Commodities to harvest and pack: Strawberries, and raspberries Strawberry Harvester (GroundHarvest Pro Machine): This position works under close supervision of the harvest crew foreperson. This position safely and efficiently harvests strawberry crop either by ground or with the assistance of a Harvest Pro machine. This position may perform other general labor work (see Weeding job description) Essential Job Duties: <ul style="list-style-type: none"><li>• Harvests fresh, juice and/or freezer depending on grower requests</li><li>• Properly grades and sorts strawberries according to size and quality</li><li>• Packages suitable fruit in required packaging container and box</li><li>• Inspects strawberry fruit for signs of disease and insect manifestation</li><li>• Discards inferior strawberries onto row floor</li><li>• Manually plants, transplants, cultivates, weeds (see weeding job description), and thins crop</li><li>• Reports all safety problems, incidents, and injuries to foreman immediately.</li><li>• Complies with all Company Policies, including observing appropriate lunch and rest periods.</li></ul> Qualifications: <ul style="list-style-type: none"><li>• Overtime Work as needed.</li><li>• Able to keep up at a reasonable pace with the rest of the crew</li><li>• Able to read safety signs</li><li>• Able to perform work up to company standards</li></ul> Physical Requirements: <ul style="list-style-type: none"><li>• The employee is constantly required to stand, walk, reach, use hands/fingers to handle or feel, hear and see.</li><li>• The employee is constantly required to push, pull, lift and carry from 1 lb up to 25 lbs., with occasional lifting and carrying up to 50 lbs.</li><li>• Occasional reaching above shoulder with frequent reaching below shoulder level.</li><li>• The employee is in constant bending and twisting of the waist, with frequent squatting.</li></ul> Working environment: <ul style="list-style-type: none"><li>• The employee is constantly required to work in outside atmospheric weather conditions, uneven ground, and noise, vibration, around hazards such as moving machine parts, equipment, wet rows, wind and dust.</li><li>• The employee is occasionally required to work under cold temperatures just above freezing and heat.</li></ul> Seasonal Cutter/Packer: Cut or pick product of the correct quality, size and weight for the correct packs. Pack or package by hand a wide variety of produce in the correct packs. This is a non-managerial position and works under the general supervision of the Harvest Foreperson.			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment/tools; housing or furnishings (beyond normal wear and tear) caused by the worker 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).  See Addendum C.			

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

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Three months experience in berry or vegetable harvest is required. Work is performed in open fields and may involve exposure to mud, dust, wind, heat, cold, and other natural elements. Temperatures can range from 30 degrees Fahrenheit to over 100 degrees Fahrenheit during the period of employment. Workers should come prepared with appropriate clothing and footwear for the environmental and working conditions described. No smoking, alcohol, firearms in the field or residential housing. Ability to communicate in English or Spanish is required for training and safety purposes. (i.e. Workers must listen to, understand and follow instructions of Employer supervisors and managers.)  See Addendum C.			

d. Job Offer Information 4

1. Section/Item Number *	C.6	2. Name of Section or Category of Material Term or Condition *	Additional Place of Employment Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Work will be performed in the fields in and around Ventura County, California, and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, work will be completed at the following locations which are owned or operated by West View Berry Farms (Grower):  The Grower is West View Berry Farms. Contact: Steve McGuire Phone Number: (805) 278-4400			





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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><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to the employer. All referrals screened and sent from State Workforce Agencies must be sent to the employer in writing by email and must include referral contact name, phone number, and email address if an email address is available.</p> <p>Applicants may contact the employer by phone, in person, or by email. Contact hours are Monday through Friday, between the hours of 10:00 a.m. to 2:00 p.m. (Regular Business Hours). Directions to our facilities are provided. 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. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment. Telephone or in-person interviews will be at no cost to workers.</p> <p>Applicants who contact the employer by telephone or in person will complete an applicant screening process. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. The employment contract is made available to the applicant in person, by fax, or email once the screening process is completed and an offer of employment has been made.</p> <p>Royal Oak Ag Contact: Esperanza Miramontes Address: 2370 Skyway Dr, Suite 102, Santa Maria, CA 93455 Telephone: (805) 862-2102 (office) Email: <a href="mailto:esperanza@royaloakag.com">esperanza@royaloakag.com</a></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, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p> <p>Telephone Number to Apply: (805) 862-2102 Email Address to Apply: <a href="mailto:esperanza@royaloakag.com">esperanza@royaloakag.com</a> Website address (URL) to Apply: N/A</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 - Number of Workers Information
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Royal Oak Ag seeks certification for 200 H-2A workers. The total number of workers requested is 230 workers. Of the 230 total workers, it is expected that 30 will be U.S. domestic workers who do not require housing. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.</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 - Employer Information and CA Tax ID
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Royal Oak Ag Services, Inc. (also referred to herein as “Royal Oak Ag” “Employer” or “Company”) is headquartered in Santa Maria, California (2370 Skyway Dr, Suite 102, Santa Maria, CA 93455), Phone: (805) 862-2102. The employer has designated this as the Application site.</p> <p>California TAX ID: 092-7374-9</p> <p>Royal Oak Ag is a registered Farm Labor Contractor.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Description Part 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p><small>Crop Maintenance/Weeder. The Weeder is responsible for manually removing weeds, cultivating, planting, transplanting, deflowering, crop removal, shoveler, bed up labor and all other duties as assigned with strawberry and blueberry crops. This is a non-managerial position and works under the close supervision of the crew foreperson.</small></p> <p><small>Plant cleaning: weeding using long-handled hoes and by hand, pulling plastic, pulling of drip tape, plant/field maintenance, cleaning of old and new vegetative growth on plant bed. Plant bed will be classified as Medium or High according to the number of runners and new/old vegetative growth present during performing work tasks. Weeding of hand is occasional/intermittent (less than 20% of weekly work time). Employer complies with the California health and safety rules applicable to hand weeding.</small></p> <p><small>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.</small></p> <p><small>Essential Job Duties:</small></p> <ul style="list-style-type: none"><li>• Weeds and cultivates crop using both hands.</li><li>• Removes dry leaf debris from crop using both hands</li><li>• Removes by hand the plastic layering from the crop.</li><li>• Applies Persimilis to crop</li><li>• Performs general ranch/field clean up</li><li>• Complies with all Company Policies, including observing appropriate lunch and rest periods.</li><li>• Use of hand tools such as blade or knife to cut weeds</li></ul> <p><small>Qualifications:</small></p> <ul style="list-style-type: none"><li>• Able to follow verbal direction</li><li>• Able to follow safety and conduct rules</li></ul> <p><small>Physical Requirements:</small></p> <ul style="list-style-type: none"><li>• The employee is constantly required to walk, push and pull with both hands, required to bend at waist. Constantly bending and twisting neck, repetitive grasping and fine manipulation with both hands, and reaching below shoulder level.</li><li>• The employee is frequently required to stand and power grasp with both hands with frequent squatting and kneeling.</li><li>• The employee is occasionally required to lift and carry up to 25 lbs.</li></ul> <p><small>Working Environment:</small></p> <ul style="list-style-type: none"><li>• The employee is constantly required to work in outside weather conditions, uneven ground, wet rows, and dust.</li></ul>			



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

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Description Part 2
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Checker/Puncher: This position is responsible for strawberry quality and tracking harvest boxes picked by crew members. This is a non-managerial position and works under the general supervision of the crew foreperson.  Essential Job Duties: <ul style="list-style-type: none"><li>• Tracks boxes picked by using an electronic system scanner.</li><li>• Visually observes the quality of product picked and the pack style.</li><li>• Works with the stacker to keep pallets moving and ready for pick up by forklift driver.</li><li>• Checks fellow coworkers in and out of work period using an electronic time system scanner.</li><li>• Must not accept product from harvest until the required quality is meet.</li><li>• Assist in repacking product rejected by cooler.</li><li>• Records daily harvest totals.</li><li>• Performs all other duties as assigned, i.e.; stacking boxes, weeding (see Weeder description), cutting runners, cultivating, cleaning field, land prep.</li><li>• Reports all safety problems, incidents, and injuries to foreman immediately.</li><li>• Complies with all Company Policies, including observing appropriate lunch and rest periods.</li><li>• May assist foreperson with office documents, i.e.: filling out new hire packets and daily field report. All such work is performed on a farm and is performed in conjunction with and incidental to the farming operations.</li></ul> Qualifications: <ul style="list-style-type: none"><li>• Familiar with quality standards.</li><li>• Knowledgeable of electronic scanning systems to keep track of boxes and employee time.</li></ul> Physical Requirements: <ul style="list-style-type: none"><li>• The employee is frequently required to walk, bend neck and waist, twist neck, repetitive grasping and fine manipulation with both hands, and reaching above shoulder level.</li><li>• The employee is constantly required to stand, push and pull with both hands while reaching below shoulder level.</li><li>• The employee is constantly required to lift and carry from 1 lb. up to 25 lbs. and occasionally required to lift and carry up to 50 lbs.</li></ul> Working Environment: <ul style="list-style-type: none"><li>• The employee is constantly required to work in outside weather conditions, uneven ground, wet rows, and dust.</li><li>• When working in a Harvest Pro machine, employee is frequently required to work near noise, vibration, around hazards such as moving machine parts, and moving equipment.</li></ul>			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Description Part 3
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Stacker: Under close supervision from the Harvest Crew Foreperson, this position is responsible for managing the organization of the harvest crew's boxes.  Essential Job Duties: <ul style="list-style-type: none"><li>• Stacks strawberry boxes/crates on pallets on trailer.</li><li>• Transfers strawberry boxes/crates from HP band to inspection table</li><li>• Prepares empty harvest boxes for harvester by placing empty baskets.</li><li>• Stamp grower seal on all harvested boxes prior to transporting into the cooler.</li><li>• Reports all safety problems, incidents, and injuries to supervisor and Safety Manager immediately.</li><li>• Performs all other duties as assigned, i.e.; stacking boxes, weeding (see Weeder description), cutting runners, cultivating, cleaning field, land prep</li></ul> Qualifications <ul style="list-style-type: none"><li>• Over time as needed</li><li>• Able to read and write safety signs</li><li>• Able to follow safety and conduct rules</li></ul> Physical Demands: <ul style="list-style-type: none"><li>• The employee is constantly required to stand, walk, reach, use hands/fingers to handle or feel, hear and see.</li><li>• Frequent climbing up and down, constant move/walk above and around Harvest Pro machine used to harvest product.</li><li>• The employee is constantly required to push, pull, lift and carry up to 25 lbs., with occasional lifting and carrying up to 50 lbs.</li><li>• The employee is in constant bending and twisting of the neck and waist, with frequent squatting.</li></ul> Working environment: <ul style="list-style-type: none"><li>• The employee is constantly required to work in outside atmospheric weather conditions, uneven ground, and noise, vibration, around hazards such as moving machine parts, equipment, wet rows, wind and dust.</li><li>• The employee is occasionally required to work under cold temperatures just above freezing and heat.</li><li>• Occasional handling of lubricating agents.</li></ul>			



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

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Description Part 4
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Hoop House Worker: Under close supervision, this position safely and accurately transports, installs, observes, maintains and removes the hoop houses for crops.  Essential Job Duties: <ul style="list-style-type: none"><li>• Operates a truck and power or hand equipment such as, but not limited to: tractors, forklifts, hydraulic pump and trailers; for the installation of the hoop house.</li><li>• Measures field footage to determine proper markings for post installation.</li><li>• Drills platforms in the ground with the usage of the post digger.</li><li>• Positions metal "U" shaped arches onto the platforms, to set the brace and supports for the arch.</li><li>• Sets plastic onto arch and secures with rope.</li><li>• Conducts daily inspections of machinery and materials to evaluate quality and performance.</li><li>• Repairs hoop house materials such as, but not limited to: plastic and rope, as needed.</li><li>• Receives materials needed to install hoop house, such as but not limited to: rope, plastic and platforms.</li><li>• Performs all other duties as assigned, i.e.: weeding (see Weeder description), cutting runners, cultivating, cleaning field, land prep</li><li>• Reports all safety problems, incidents, and injuries to supervisor immediately.</li><li>• Complies with all Company Policies, including observing appropriate lunch and rest periods</li></ul> Qualifications: <ul style="list-style-type: none"><li>• Over time as needed</li><li>• Able to read and write safety signs</li><li>• Able to follow safety and conduct rules</li><li>• Able to perform basic math</li></ul> Physical Requirements: <ul style="list-style-type: none"><li>• The employee is constantly required to stand, walk, reach, use hands/fingers to handle or feel, hear and see.</li><li>• The employee is constantly required to push, pull, lift and carry up to 25 lbs., with occasional lifting and carrying up to 50 lbs.</li><li>• The employee is in constant bending and twisting of the neck and waist, with frequent squatting.</li></ul> Working environment: <ul style="list-style-type: none"><li>• The employee is constantly required to work in outside atmospheric weather conditions, uneven ground, and noise, vibration, around hazards such as moving machine parts, equipment, wet rows, wind and dust.</li><li>• The employee is occasionally required to work under cold temperatures just above freezing and heat. Occasional handling of lubricating agents</li></ul>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Description Part 5
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> CalVan Driver: 1. Employee may drive Cal Van over the road. 2. Employee picks up workers from different housing sites/pick up points and takes them to an assigned work site and at the end of the workday takes them back to the housing site/pick up point. 3. In order to drive a Cal Van, Employees must possess valid drivers' license (state issued) and must be able to pass Class B Physical exam and register as an FLCE driver. The employer will be responsible for the cost of obtaining a driver's license and FLCE driver registration.  All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a driver's license (DL) and register as an FLCE driver on a voluntary basis. The DL 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 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 or FLCE Certificate.  CalVans drivers may be H-2A or corresponding domestic workers. The employer assures that employees who drive the CalVans are compensated for their time driving. CalVan drivers perform MSPA and related paperwork (i.e., logging) as required by law which they are compensated for. The CalVan driving job duty is not a different job and the drivers perform agricultural job duties when not driving. Drivers pick up workers from the housing sites/pick up points and drop them off at the worksite. At the end of the workday, the CalVan driver takes the workers back to the housing sites/pick up points. Drivers are also responsible, during the workday, for filling the vehicle with gasoline and keeping it clean. The employer assures that drivers are paid the AEWR for actual driving time, processing CalVans paperwork, trips to the gas station, and cleaning the vehicle.			



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

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Hours of Work
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The normal work week is 7 hours per day, Monday through Friday (35 hours per week). Saturday work may be required. The workday start times may vary from 5:00 a.m. to 8:00 a.m. and the workday end time is 12:30 p.m. to 3:30 p.m. (depending on the start time). Workers are notified of any change in the start time. Overtime work is expected and is available frequently. Workers may be requested to work Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. 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.</p> <p>An unpaid lunch break of 30 minutes and no less than two paid 10-minute work breaks are provided. On workdays of less than 5 hours no lunch break will be provided. The second ten-minute break is only provided on workdays of 6 hours or more. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer.</p> <p>The work described in this Clearance Order is regular, full time work requiring all workers to be available for work on a daily basis. This is not "day work". Tardiness and/or unexcused absences will not be tolerated, and will result in disciplinary action as set forth in the employer's employment policies.</p> <p>All workers not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information will be used to notify the worker not to report to work due to inclement weather or when work is not available or to notify the worker of any change in the worker's daily work schedule, or for any other reason.</p> <p>Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.</p>			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Training and Production Standards
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Training will be provided for 10 days from each worker's initial date of employment. Workers will be allowed 10 days from the initial date of employment to reach the production standards of the activity.</p> <p><b>PRODUCTION STANDARDS:</b> Workers must be able to perform the job and its requirements as defined in this clearance order after a reasonable period of on-the job training. We consider 10 days from a worker's initial date of employment as a reasonable period of on-the-job training. The average picking rate of a worker varies throughout the season based on weather, fruit/vegetable quantity, size, and variety, and other factors. There is no constant minimum number of cartons or totes that are required to be picked throughout the season, however, the employer has determined to the best of its ability the following minimum production standard:</p> <p>Commodity Production Standard (per person per hour) Conventional Strawberries – Fresh Market 3-4 boxes at slow season 5-7 boxes at peak season Conventional Strawberries – Juice 3-4 boxes at slow season 5-6 boxes at peak season</p> <p>*All box dimensions on production standards are: 20x16x4 (inches)</p>			



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

o. Job Offer Information 15

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 if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; or (d) violation of company policies.</p> <p>All employees must respect and follow company policies including any new or changed policies which may be communicated during the course of the season. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality—the packs produced by harvest crews must adhere to the quality standards of the shipper for which they are harvesting.</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 - 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>			



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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 - Labor Peace Compact
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Labor Peace Compact under Labor Code Section 1156.35:  Effective January 1, 2023, the employer is bound by the labor peace election choice of the agricultural employer for whom it performs work.			

r. Job Offer Information 18

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> ) * All General Farm Workers assigned by Royal Oak Ag will work under the direct control of Royal Oak Ag and will be working at all locations in Ventura County, California, simultaneously throughout the contract period February 1, 2023 through July 31, 2023.			

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

s. Job Offer Information 19

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Authorized Deductions
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.</p> <p>A deduction of \$14 per day (or a different rate if/when the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request) for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing.</p>			

t. Job Offer Information 20

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Workers Compensation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>All employees are covered by workers compensation insurance in accordance with California law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period.</p> <p>Royal Oak Ag's insurance coverage is provided by RISI dba Pan American Insurance Services. The policy number is RWC3001397-04. The policy is effective beginning 02/01/2022 and expires 02/01/2023 and is timely renewed annually.</p>			



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

u. Job Offer Information 21

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Offered Wage
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></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 the wage methodology is changed by government or legal action). Higher or different wage rates may apply during contract period based on market conditions and/or job/crop activity, 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. 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 a 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 rate decreases (or there is a no "no finding"), Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.</p> <p>Individual piece rate: The employer will also offer an individual incentive rate. These offered rates will replace the standard hourly wage if the total hourly wage resulting from the incentive rate exceeds that of the AEWR hourly wage.</p> <p>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, (i) The worker's pay must be supplemented at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked.</p> <p>The estimated hourly rate for all piece rates is \$18 per hour, and \$19 per hour for "Raspberry Harvest – Hourly plus incentive". This is an estimate and is not guaranteed.</p> <p>Overtime: The Employer abides by California Wage Order 14 including, but not limited to, the following: In accordance with the California Wage Order 14: (2) For employers of more than 25 employees: (A) The overtime rate will be paid at 1.5 times the AEWR (\$17.51) at \$26.27 and \$35.02 for double time: i.e. double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) day of consecutive work in a given workweek. (B) An employee may be employed on seven (7) workdays in one workweek with no overtime pay required when the total hours of employment during such workweek do not exceed 30 and the total hours of employment in any one workday thereof do not exceed six (6).</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>			

v. Job Offer Information 22

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><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>For workers who complete 50 percent of the work period, the Company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the Company which is the place of recruitment, which for the H-2A workers is Baja, Jalisco, Michoacán, Oaxaca, Guanajuato, Guerrero, San Luis Potosi, 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: The Employer will provide bus transportation or rent a car for the workers to travel from the place of recruitment to the Border, at no charge to the workers. Then the Employer will provide a bus for the workers to travel from the Border to the place of employment, at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite.</p> <p>Outbound: The Employer will provide a bus for the workers to travel from the place of employment to the border. The Employer will also provide transportation for the workers to travel from the place of employment back to the place of recruitment, at no charge to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.</p> <p>Royal Oaks Ag Services: Transportation is arranged by the employer from the place of recruitment to the border. The Employer will provide bus transportation from the point of entry, Tijuana, to the worksite, at no cost to the employee. After the contract has finished, the Employer will provide bus transportation for the workers back to the place of recruitment, Mexico, at no cost to the employee.</p> <p>Notwithstanding the language herein (i.e. reimbursement of inbound transportation and substance and visa cost at the 50% mark), the employer will reimburse inbound transportation, subsistence and/or visa costs before the end of the first week, if required by law (i.e., If employees pay for inbound transportation and subsistence, they will be reimbursed at the end of the first work week if the payment of such costs results in a wage that is below the required wage.)</p>			



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

w. Job Offer Information 23

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>Subsistence for inbound and outbound transportation will be reimbursed at the rate of \$14 per day without documentation and actual expenditures, and at actual cost up to a maximum of \$59 per day with documentation of actual expenditures. The amount of reimbursement for transportation shall be the worker's actual cost, but not more than the most economical and reasonable common carrier transportation charges for the distance involved.</p> <p>If a sufficient number of able, willing qualified and eligible workers are available in a single facility at the same time to come to work for the Company from a location beyond normal commuting distance, the Company may arrange transportation and subsistence at the most economical rate attainable for such workers. Such transportation will be at the workers' expense. The cost of inbound transportation and subsistence will be reimbursed as set forth in this Clearance Order.</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 b. No more than \$59 per day with receipts</p>			

x. Job Offer Information 24

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers living in company provided housing will be provided free transportation to and from the company-provided housing and the work site. Workers living in company provided housing also have the option to drive their own vehicles to the worksite. The Employer will utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use. Employees will not be paid for commute time.</p> <p>Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company will also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site. The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will include carpooling using CalVans and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use. Workers are free to provide their own transportation to and from the daily work site.</p>			



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

y. Job Offer Information 25

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards.</p> <p>If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer. Common areas of the housing may be shared with male workers.</p> <p>Housing is offered to workers only. No housing will be provided to non-workers. Housing will be clean and meet applicable Federal Housing 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 disciplinary action, up to and including removal from the housing and termination of employment.</p>			

z. Job Offer Information 26

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 (<i>up to 3,500 characters</i>) *</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 our understanding that it is not the practice in Ventura County to provide family housing.</p> <p>Workers may be reached at the following address and phone number:</p> <p>ADDRESS: 2370 Skyway Dr, Suite 102, Santa Maria, CA 93455 PHONE: (805) 862-2102</p> <p>The following provisions apply to workers occupying employer-provided housing:</p> <p>Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The employer assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered daily transportation to and from the worksite and/or transportation to and from shopping facilities, from their housing location. Workers who elect to provide their own housing will not be offered or provided transportation from their elected housing to pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working. The Employer may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use.</p> <p>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>No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all times. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p> <p>Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful, dishonest, or gross negligent action resulting to damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage or loss is caused by dishonest or willful act or by the gross negligence of the employee.</p>			



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

. Job Offer Information 27

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Board Arrangements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This deduction will be made for each day the worker is assigned to such housing. No rebate will be made if a worker fails to take advantage of an employer-prepared meal. The employer will deduct for 3 meals a day, seven days a week because it assures that such meals will be provided. Deductions will be made only for meals provided by the employer.</p> <p>Workers occupying employer-provided housing without kitchen facilities who are absent from work due to a reported illness will be provided with instructions about when and how to request their meals during days when any meals are provided at the work site.</p>			

. Job Offer Information 28

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and/or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</p> <p>Daily individual work assignments will be made by, and at the sole discretion of, the employer as the needs of the operation dictate. Workers must perform the assigned work and work at the assigned field work site and may not switch assignments without the specific authorization of a company supervisor. Workers may be re-assigned to a different field site at various times during the workday and/or on different days.</p> <p>Workers will be expected to comply with all provisions of this Clearance Order and the Company's work rules, policies and procedures, and to perform any and all assigned tasks in a work-person-like and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. Royal Oak Ag endeavors to produce a premium product. This is a demanding, competitive business. A high-quality product is expected and demanded by our customers. Sloppy or improper work cannot and will not be tolerated.</p> <p>All safety rules and instructions must be meticulously observed throughout the workday. All Royal Oak Ag rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with Company policies and/or meet expectations will result in application of specified disciplinary procedures, up to and including termination.</p> <p>No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the worksite or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.</p> <p>Employees must not report for work, enter the work site or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform service, 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>			



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. Job Offer Information 29

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements 2
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include knives, hair nets, and gloves if needed to perform the job. The reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</p> <p>A copy of the applicable rules and policies will be provided to each worker on or before the first day of work, which includes a Dispute Resolution Agreement (DRA) outlining procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters; the DRA will be provided to H-2A employees with a copy of the H-2A Contract/Clearance Order not later than at the time the H-2A visa is applied for. The DRA does not preclude the Employee from filing claims with the America's Job Center of California offices (AJCCs) under the Employment Services Complaint System. Every employee exercising rights under the law or under the DRA is protected from retaliation from any member of the Company's management team (e.g., for filing any administrative claim such as through the AJCCs or pursuing a claim through arbitration, regardless of the outcome).</p>			

. Job Offer Information 30

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