

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



**A. Job Offer Information**

1. Job Title * <b>Field Workers</b>							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		120	33	3. First Date * <b>3/20/2023</b>		4. Last Date * <b>6/17/2023</b>	
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 (an entry is required for each box below) *						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. <u>6</u> : <u>30</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. <u>1</u> : <u>30</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)  <b>See Addendum C</b>							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ <u>18</u> . <u>65</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____			
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.)  <b>See Addendum C</b>							



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

**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		1	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> j. 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. Place of Employment Address/Location *			
1980 S. Rice Avenue			
2. City *	3. State *	4. Postal Code *	5. County *
Oxnard	California	93033	Ventura
6. Additional Place of Employment Information. (If no additional information, enter " <b>NONE</b> " below) * Harvesting work will be performed in fields in and around Ventura County, California and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the harvesting will be completed at worksite locations operated and owned by Crisalida Berry Farms			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

**D. Housing Information**

1. Housing Address/Location *			
5690 Cypress Road			
2. City *	3. State *	4. Postal Code *	5. County *
Oxnard	California	93033	Ventura
6. Type of Housing (check only one) * <input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		7. Total Units * 3	8. Total Occupancy * 34
9. Identify the entity that determined the housing met all applicable standards: * <input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) * See Addendum C			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

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



**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. \*

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

Workers living in employer provided housing will receive three meals per day. Catering will be provided by Castillo Cypress, LLC (Contact: Lorenzo Castillo 805-479-2569) . A deduction of \$14.00 per day (or higher when/if the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request) for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing. The employer will provide 3 meals and 1 snack per day. Meal times may vary by the needs of the employee's work schedules. The meals will meet the nutritional and dietary guidelines set forth by the USDA.

See Addendum C.

2. The employer: \*

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

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

**F. Transportation and Daily Subsistence**

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

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

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 may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site.

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

\$ 15 . 46

per day \*

b. no more than

\$ 59 . 00

per day with receipts

**G. Referral and Hiring Instructions**

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



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) 437-9737

3. Extension §  
N/A

4. Email Address to Apply \*  
mramirez@goodfarms.com

5. 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

**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:

- 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 part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. 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 part 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.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural 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).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the 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, and/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 or public housing 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, and/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 employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- 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).
- 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), .210(d), or .302(c).



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

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). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

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 came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. 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 be 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).

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 place of employment to such subsequent employer's place of employment, 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 place of employment to such subsequent employer's place of employment, 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 employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 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 place(s) of employment 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 500.104 or 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).





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

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. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). 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).

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), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, 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 wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if 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, 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 guarantees 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, the 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 U.S. 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 after the worker fails to show up for work at the regularly scheduled time 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 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



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

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 place of employment 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 place of employment to the subsequent employer's place of employment. 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 or who does not require a visa for entry to the United States, 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 work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
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 first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email 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 first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first 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 first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(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/or 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 * Ramirez	2. First (given) name * Marylu	3. Middle initial §
4. Title * HR Manager		

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



5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/2/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.





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

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

*a. Job Offer Information 1*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Field Worker (Strawberry Harvest - Conventional) and General Labor to perform the following duties:</p> <p>Machine and Ground Harvest: Conventional Strawberry Production</p> <p>Machine harvest: Workers will perform duties associated with and directly related to strawberry harvest work with Mercado Aid Machines, including but not limited to picking and packing in the field for fresh market and freezing/juicing; Distinguishing quality and ripeness is required during picking, and placing in tray / packing clamshells ranging from 1 lb (eight 1 lb clamshells per box) to 4 lbs (two 4 lb clamshells per box) in the field. Pickers will work using a berry harvesting machine (Mercado) to aid harvest. The Machine is self-remote driven, composed of 7-9 pickers controlling the speed of the machine with guidance from the Foreman.</p> <p>Workers will harvest berries by placing them in different clamshell containers placed in carton boxes as they walk on uneven furrows using a harvesting berry cart where individual material is placed. Pickers will be placing a sticker bar code on each box harvested to identify their individual boxes. Once the worker has a full box, they walk to the machine and place it on top of the platform, then reach above where packaging materials are located for the cycle to repeat. Once the machine reaches the end of the block or road, each picker is responsible to work as a team to palletize all boxes harvested before it gets scanned to the computer system. Pickers will be empowered to regulate their own quality, by not waiting in line to be inspected by the puncher. Machine will be moving at all times at a sufficient speed controlled by both foreman and pickers while pickers perform the above tasks. Strawberry ground crews will not use the Mercado Machine System.</p> <p>Ground harvest: Workers will perform duties associated with and directly related to strawberry harvest work, including and not limited to picking and packing in the field for fresh market and freezing/juicing; Distinguish quality and ripeness is required during picking, and placing in tray/packing containers in field ranging from 8/1 lbs., 4x2 lbs., 20 lbs. tray containers in field. Pickers will work with a picking trailer to aid in harvest. Workers must be able to place boxes on the trailer and stack the boxes if needed. This includes repeated lifting. Workers are expected to work to support the team and assure the crew's pace is efficient. This may include clearing areas in the field, arranging work materials, and cleaning break areas. Plant cleaning and maintenance is required as good harvesting practices and will be done in conjunction with picking.</p> <p>General Requirements: Employee must be able to work in a self-regulated team environment. Worker must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties expected and to perform all jobs in an efficient manner while maintaining the work pace of the machine.</p> <p>Instructions and general supervision will be provided by a designated crew leader or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All work must be evaluated by the supervisor(s) after a specified period of actual harvesting in regard to the ability to maintain sufficient pace, correctly identifying quality, packing strawberries, and similar factors. Workers whose job performance is sloppy, inconsistent, or inefficient will be subject to termination.</p> <p>See Addendum C.</p>			

*b. Job Offer Information 2*

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

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



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

*c. Job Offer Information 3*

1. Section/Item Number *	<b>B.6</b>	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> ) *			
<p>1 month of strawberry machine and ground harvest experience. Specific requirements include lifting up to 50 pounds frequently and able to use hand tools, including cutting knives. Must be able to work under conditions where skin and clothing become heavily soiled with mud, water, grease, etc. Must be able to work outdoors in inclement weather conditions, including rain, cold, high winds, etc. Work involves frequent bending and working in bent or stooped positions. Must be able to walk and stand up extensively. No smoking, alcohol, firearms in the field or residential housing.</p> <p>See Addendum C.</p>			

*d. Job Offer Information 4*

1. Section/Item Number *	<b>D.10</b>	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Castillo Cypress, LLC will provide Crisalida Berry Farms with accommodations for 33 workers during the contract period. Castillo Cypress has reserved 3 units for Crisalida Berry Farms; 2 units will accommodate 10 workers per unit and 1 unit will accommodate 13 workers. Each unit will have 17 bunk beds for a total of 34 beds. Each worker will be provided with their own bed. Coin operated laundry facilities are located on site at no cost to workers. Catering will be provided by Castillo Cypress.</p>			

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

**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> Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who are available at the time and place needed should be referred to the employer.</p> <p>Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, the Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p> <p>Walk-in applications will be accepted at:</p> <p>Crisalida Berry Farms: 1980 South Rice Avenue, Oxnard, California 93033 Phone number: (805) 437-9737</p> <p>Crisalida Berry Farms Referral Contact: Marylu Ramirez, (831) 902-4305 Ext 1008, email address: mramirez@goodfarms.com. Contact hours are Monday through Friday between 9:00 a.m. and 11:00 a.m. and 2:00 p.m. and 4:00 p.m. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. All referrals from State Workforce Agencies must be sent to the employer by telephone or email and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.</p> <p>Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) required by law.</p> <p>Telephone Number to Apply: +1 (805) 437-9737 Email Address to Apply: mramirez@goodfarms.com Website address (URL) to Apply: N/A</p>			

*f. Job Offer Information 6*

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Transportation Information
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> The pre-designated pickup point is located at Castillo Cypress, LLC: 5690 Cypress Road, Oxnard, California 93033. The use of this transportation is voluntary. The transportation will be provided by a bus that can seat 45 employees. The workers will be picked up approximately 30 minutes before the start time each day and dropped off at the housing at the end of each day. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will be in accordance with applicable laws and regulations. Workers are free to provide their own transportation to and from the daily work site.</p>			

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



**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
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Crisalida Berry Farms, LLC (also referred to herein as “Crisalida Berry Farms” “Employer” or “Company”) is a fixed-site grower which owns and/or controls its work sites (listed below) and all agricultural commodities produced at such sites. Crisalida Berry Farms is not a Farm Labor Contractor.</p> <p>Company address: 2250 HWY 1, Moss Landing CA 95039, telephone: (831) 763-4633.</p> <p>California Tax ID: 515-4869-1</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 - Number of Workers Requested
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Crisalida Berry Farms seeks certification for 33 workers. The total number of workers is 120. Of the 120 total workers it is expected that 87 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-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**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 Duties 2
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> <small>Quality Assurance Pre-Cooling</small> Quality Assurance works under the direction of the foreman (supervisor) in all duties related to harvest, packaging materials and personnel, including that all equipment is maintained clean and safe and has no supervisory responsibilities for direct reports. More specifically, the employees will perform the following duties: <ul style="list-style-type: none"><li>•They inspect fruit based on the quality procedure and attached to our standards and guidelines; the number of pallets inspected is based on volume.</li><li>•Enter an electronic tablet inspection data (field, variety, rancher, defects, etc...), using a quality application which feeds our database (Streamline)</li><li>•Ensure the correct data in the case of types of packaging, types of labelling, types of orders, etc.</li><li>•They report to Ranch Supervisor and or Operation Manager any critical detail in the fruit, packing material, in the process of pre-cooling and conservation of the fruit</li><li>•Send a summary (informal) to the day of the general conditions of the fruit to keep us in team informed</li><li>•Make a decision of the fruit after having quality percentages out of range.</li><li>•Inspect packed boxes to guaranteed quality standards are being followed and met by each picker, with the number of clamshells to be inspected decided by Harvest Supervisor</li><li>•Weigh baskets to meet minimum weight requirements</li><li>•Work as a team with other Quality Inspectors</li><li>•Treat employees with respect at all times</li><li>•Clean and sanitize inspection table as specified by Supervisor/Food Safety Director</li><li>•Check for stickers that the Julian Date is printed correctly and accordingly placed on the box</li><li>•Work as a team with others to make sure to provide a safe, clean and fun work environment</li><li>•Work independently as well predicting/thinking ahead of what needs to be done</li></ul> 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.  Agricultural Equipment Operator: <ul style="list-style-type: none"><li>•Operate the tractor safely and must be a qualified tractor operator (know how to turn it on, stop it, and operate it).</li><li>•You must work safely and efficiently with the different tractor implements.</li><li>•Maintain regular and acceptable attendance, follow instructions, good relationship with other co-workers and stewards, understand and follow the company's general and safety rules, and available to accept tips for doing a better job.</li><li>•Cleaning and maintenance of tractors.</li></ul> in addition to checking the proper functioning of different components (fans, motor, hydraulic fluid, pressure), recommended maintenance operations include: Clean baffles and plastic underneath the fan to avoid obstruction and damage (every day). oReplace any hoses that have wear or turn soft. oGrease the fittings on the turn and pivots (once a week), and the drive line (twice a week). oReplace pump and hydraulic oil (use synthetic 90 weight oil redline or similar for pump), and clean filters (once a year)			

*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 Duties
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Field/Crop Removal: Workers will remove field components including pulling plastic that will be cut in to either half's or quarters length ways, pulling off and out drip tape, all materials will be rolled into bundles for easy disposal. They will also be rolling up oval and lay flat hoses that are used in the irrigation system, as well as digging out the risers for maintenance and storage. Plant Cleaning / Maintenance: Employees will be performing the following tasks: cutting of runners or lateral roots on conventional plant bed, minimal weeding, cleaning of old and new vegetative growth on plant bed, dropping damaged fruit. Workers will be using both hands, pruning shears or some other type of tool to perform task. Cal Van Driver Specifications: CalVan 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 harvesting 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 and to the extent applicable, processing CalVans paperwork, trips to the gas station, and cleaning the vehicle. Employee may drive Cal Van on public roads. 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 the California Driver's License, Class B Physical Exam, and registration as an FLCE driver (if any). 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 Driver's License 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 Driver's License 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. Workers may occasionally and/or sporadically perform duties associated with and directly related to the primary duties such as cleaning up field before during and after harvest, picking up trash, discarding cartons and assisting as safety monitor when equipment is turning in the field to begin a new pass. In the event that an employee is injured while on the job, the Company will provide a temporary work assignment that will be as closely related to the job duties described herein, while the employee recovers from a work-related illness which meets with physicians clearance to return to work under specific limitations. The work assignment will not be a permanent position, it will be temporary to accommodate the injured worker under doctor's restrictions and time period that may differ from the heavy field work described within.			

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



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

### k. Job Offer Information 11

1. Section/Item Number *	<b>A.8a</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Duties - Additional Job Duties 3</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><small>Physical and essential requirements</small></p> <ul style="list-style-type: none"> <li>•Ability to lift/move/load 40-50 lbs.</li> <li>•Be able to work in the open field and be able to work under any climate.</li> <li>•Know how to read, write and basic mathematics (add, subtract, multiply, and divide).</li> <li>•Be able to use new technology methods such as iPhone, iPad, or new payroll methods.</li> <li>•Driver must also pass a drug, alcohol, and physical examination.</li> </ul> <p><small>oSpecific visuals include: Close vision, distance vision, peripheral vision, and background vision.</small></p> <p><small>oHearing requirements based on requirements for proper hearing levels</small></p> <p><small>Crew Leader</small></p> <p>Responsible for all aspects of harvesting, Food Safety and Employee supervision in Mercado Aid Harvest Machines, Plant Maintenance Crews and occasional support in Groundwork Crew Supervision.</p> <p>At times it will be necessary for Crew Leader to physically harvest on Mercado harvest aid machines and work on plant maintenance crew. The Crew Leader will supervise the following activities:</p> <ul style="list-style-type: none"> <li>•Good attitude</li> <li>•Be able to use a handheld box scanner reader</li> <li>•Be able to maneuver Mercado machines from one location to another</li> <li>•Responsible for creating a safe work environment for the safety of all Employees</li> <li>•Crew leader will discipline employees when performance is inadequate</li> <li>•Support the Quality Control Team and its members</li> <li>•Assure that company quality fruit standards are followed</li> <li>•Disclose employee expectations to crew</li> <li>•Re-enforce company rules and policies</li> <li>•Pre-stage all harvest materials, check restrooms and make sure drinking water is available</li> <li>•Assure that the final product has the proper documentation</li> <li>•Complete necessary documentation for payroll</li> <li>•Complete Food Safety Documentation</li> <li>•Report and Complete paperwork regarding accidents</li> <li>•Assure plant maintenance and fruit quality on strawberry bed during harvest</li> <li>•Conduct weekly tailgate meetings</li> </ul>			

### l. Job Offer Information 12

1. Section/Item Number *	<b>A.8a</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Duties - Work Schedule</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>The normal work week is 7 hours per day (35 hours per week), Monday through Friday. Saturday work may be required. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays. The Employer abides by California Wage Order 14. Employer will abide by the double time rules of 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 work week, and double-time pay for all work performed in excess of eight hours on the seventh consecutive day of work in any given work week.)</p> <p>This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. This is not "day work". Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action in accordance to company policies.</p> <p>The normal work hours are 6:30 a.m. to 7:00 a.m. and the workday end time is 1:30 p.m. to 2:00 p.m., depending on the time of year, hours of daylight, weather, and production requirements. An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid 10-minute work breaks are provided. Workers are notified of any change in the start time.</p> <p>All employees not occupying employer-provided housing must provide the Company with contact information before the worker commences employment. This contact information may be used to notify the worker not to report work due to inclement weather or when work is not available or to notify the workers of any change in the worker's daily schedule, or for any other reason.</p>			

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



**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 - Terminations
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) maligners or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; and, (e) other job-related reasons. Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers who become ill or injured for non-work-related reasons and are unable to perform essential functions of the job will be released for cause.			

*n. Job Offer Information 14*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - COVID-19 Precautions
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * To the extent consistent: 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.  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.  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.  COVID-19 vaccines and testing may be required at the Employer's expense. If not required by the Employer, employees will not be compensated for time spent testing or obtaining a vaccination. COVID-19 vaccinations may be mandated by the U.S. government (not by the employer), with some exceptions, prior to entry into the United States. Such vaccines must be CDC-approved (FDA/WHO) and full vaccinations may be required. Vaccination mandates are subject to change by U.S. government action.  COVID-19 Testing: Employer abides by California ETS effective May 2022 to be revised in January 2023.			

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

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

*o. Job Offer Information 15*

1. Section/Item Number *	<b>A.8a</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Duties - Training and Production Standards</b>
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Training will be provided for 5 days from each worker's initial date of employment. Workers will be allowed 5 days from the initial date of employment to reach the production standards of the activity.  PRODUCTION STANDARDS: 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 5 days from a worker's initial date of employment as a reasonable period of on-the-job training. Work performance is measured on the number of boxes or cartons picked or harvested within a given hour. Everyone who harvests fresh trays must produce EITHER a MINIMUM INDIVIDUAL DAILY AVERAGE of (6) trays per harvest hour OR 80% of the HARVEST TEAM DAILY AVERAGE on any given day. Whichever is lower. Harvest Crew Minimum Daily Avg: 80% of the HARVEST CREW DAILY AVERAGE from January 1st to April 1st, after this date we will reevaluate the field conditions to possibly lower the percentage to 70% or turn it off.  Box Dimensions:  #1 LB: 19.5in x 12in x 4in (# of clams 8, weighing 8 lbs.)  #2 LB: 19.5in x 12in x 4in (# of clams 8, weighing 8 lbs.)  Juice: 16in x 13.5in x 4.5in (weighing 18 lbs.) Pint: 18in x 11.5in x 4.5in (# of clams 12, weighing 15 lbs)			

*p. Job Offer Information 16*

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	<b>Inbound/Outbound Transportation - Additional Inbound/Outbound Transportation</b>
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> 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 employer which is the place of recruitment. 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.  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.)  Inbound: The employer will provide bus transportation from the place of recruitment, San Quintin, Baja California, to the place of employment at no cost to the employee. 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  Outbound: The employer will provide bus transportation back to the place of recruitment, San Quintin, Baja California, from the place of employment, at no cost to the employee. 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.  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.  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.  During the travel described above (inbound and outbound transportation), the employer will pay for or reimburse daily meals by providing each worker: a.No less than \$14.00 per day b.No more than \$59.00 per day with receipts			

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

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

q. Job Offer Information 17

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional housing Information
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. The employer provides free dormitory-style housing which meets local, state, and federal standards. A copy of the housing contract is provided.</p> <p>Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor).</p>			

r. Job Offer Information 18

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Family Housing
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Ventura County, California to provide family housing.</p> <p>Workers may be reached at the following address and phone number:</p> <p>ADDRESS: 1980 S. Rice Avenue, Oxnard, California 93033 PHONE: Contacts: Graciela Fernandez (805) 330-6361 / Ezequiel Ramirez (805) 432-4887</p> <p>Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling Ezequiel Ramirez or Graciela Fernandez at the telephone number above.</p> <p>Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.</p> <p>The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered or provided transportation from their elected housing to pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working.</p> <p>Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.</p> <p>No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p> <p>Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</p>			

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



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

s. Job Offer Information 19

1. Section/Item Number *	<b>E.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Meal Provision - Additional Meal Information</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>This deduction applies to employees who are offered meals beginning on the first day the worker occupies the employer-provided housing. This deduction will be made for each day the worker is assigned to such housing. No rebate will be made if a worker fails to take advantage of an employer-prepared meal. The employer will deduct for 3 meals a day because it assures that such meals will be provided. Deductions will be made only for meals provided by the employer.</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>			

t. Job Offer Information 20

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Additional Job Qualifications</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>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.</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 Company as the needs of the harvesting operation dictate. Workers must perform the assigned work, and work at the assigned crew/field site, and may not switch assignments or crew/field site without the specific authorization of a company supervisor. Workers may be re-assigned to a different workstation 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. Crisalida Berry Farms 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 Company rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.</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>			

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



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

*u. Job Offer Information 21*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Qualifications 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employees must not report for work, enter the worksite, or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers).</p> <p>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 dishonest or willful act or by the gross negligence of the employee.</p> <p>Drug Screening: Drug screening is post hire, post offer, can be random, and at no cost to the employee.</p>			

*v. Job Offer Information 22*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Itinerary
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Itinerary: All work will take place at all locations simultaneously for the duration of the contract from March 20, 2023 through June 17, 2023.</p>			

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

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

w. Job Offer Information 23

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Wage Offer
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will pay the hourly rate of \$18.65 per hour (unless the wage methodology is changed by government or legal action). Higher or different wage rates may apply during the contract period based on market conditions and/or crop/job activity, but no less than \$18.65 per hour (unless the wage methodology is changed by government or legal action). Employer guarantees that if the piece rate results in an average hourly wage rate below the required wage, the employer will pay workers no less than the required hourly wage.</p> <p>If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register.</p> <p>EFI Participation: Process Improvement Group (Grupo de Mejoras de Procesos). All Employees will be eligible to participate in Crisalida Berry Farms' Equitable Food Initiative Program Meetings. The Equitable Food Initiative is a unique program, partnership with all Farmworkers to come together and develop new systems to better improve their quality of life and produce safer and healthier food.</p> <p>Overtime: Employer will abide by the California overtime rules for agricultural workers working in California. Overtime is paid after 8 hours per day and or 40 hours per week for work performed in California. The employer will abide by the seventh (7) day of rest rules.</p> <p>Overtime Rate: For work performed in California, overtime is one and one-half times the base salary and is \$27.98 and \$37.30 for double time: i.e. double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) day of consecutive work in the workweek.</p> <p>Frequency of Pay: Weekly</p> <p>Workers will be paid on a weekly basis by check. Payday is Friday of the week following the end of the payroll period.</p>			

x. Job Offer Information 24

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Authorized Deductions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <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>Workers living in employer provided housing will receive three meals per day, seven days a week. A deduction of \$14.00 per day (or higher when the Department of Labor publishes the new maximum meal deduction rate) for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing.</p>			

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



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

y. Job Offer Information 25

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Worker's Compensation
3. Details of Material Term or Condition (up to 3,500 characters) *			
<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>A workers' compensation and employers liability insurance policy is held by Crisalida Berry Farms, LLC covering the Workers Compensation Law of the State of California. Insurance coverage is provided by Zenith Insurance Company. The policy number is: Z136132103. The Policy is effective beginning 08/01/2022 and expires 08/01/2023.</p> <p>Employees may be placed on light/modified duty as a result of a work-related injury or illness. Such duties will be in accordance with state law and related advisories.</p>			

z. Job Offer Information 26

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

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