OMB Approval: 1205-0466
Expiration Date: 11/30/2025

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

A. Job Offer Information

1. Job Title * Farmworkers

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	250	250	3. First Date * 4/20/2023	4. Last Date * 11/20/2023

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. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *(an entry is required for each box below)* *

35	**a. Total Hours**	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday

7. Hourly Work Schedule *
a. 6 : 00 ☑ AM ☐ PM
b. 12 : 30 ☐ AM ☑ 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 / Estimated Hourly Rate / Special Pay Information §
$ 15 . 62	☑ HOUR ☐ MONTH	$ ____ . ___	

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * ☑ Yes ☐ N/A

10. Frequency of Pay: * ☐ Weekly ☑ Biweekly ☐ 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.)

Worker must authorize in writing all voluntary deductions, such as cash advances\loans, health insurance payments, cell phones and other services to benefit the worker.
Employer will make all deductions required by state/federal law. Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions.

H-2A Case Number: H-300-23035-750874 Case Status: Full Certification Determination Date: 03/03/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. * 3

3. Training: number of months required. * 0

4. Basic Job Requirements (check all that apply) §

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☑ d. Drug screen
☑ e. Lifting requirement 48 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☐ j. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? * ☐ Yes ☑ No

5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §

6. Additional Information Regarding Job Qualifications/Requirements. *
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)*

See Addendum C

C. Place of Employment Information

1. Place of Employment Address/Location *
51040 West Valley Road

2. City *	3. State *	4. Postal Code *	5. County *
Aguila	Arizona	85320	Maricopa

6. Additional Place of Employment Information. *(If no additional information, enter "**NONE**" below)* *

Employer owns and/or controls all worksites.

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *
51040 W Valley Rd

2. City *	3. State *	4. Postal Code *	5. County *
Aguila	Arizona	85320	Maricopa

6. Type of Housing *(check only one)* *
☑ Employer-provided (including mobile or range) ☐ Rental or public

7. Total Units * 11

8. Total Occupancy * 268

9. Identify the entity that determined the housing met all applicable standards: *
☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other (specify): _____

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *

Housing is only available to workers and is not offered to non-working family members. Employer possesses and controls premises at all times. Female workers will be provided bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ N/A

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.)

Central Arizona Farming, Inc., through an in-house catering agreement, will provide 250 H-2A workers meals 3 times per day, Monday through Sunday. The agreement is in place from April 20, 2023 to November 20, 2023. Meals will be distributed daily at the following times: Breakfast and lunch will be distributed at 5:00am and Dinner at 5:00 pm. All meals will be distributed at the dining halls located at our Aguila and Harquahala locations. Central Arizona Farming, Inc. will pay their in-house catering team directly for the meals. Mealtimes may vary by the needs of the employee's work schedules.
Meals will meet the nutritional and dietary guidelines set forth by the USDA. Employer will, in good faith, provide a variety of meals for the employees. Meals will include drinks, coffee, condiments, etc. with each serving along with utensils, plates, napkins, etc.

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.)

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.)

Employer will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier (van or bus) transportation charges for the distances involved for both inbound and outbound transportation. Inbound and return transportation provided from the worker's home city to the U.S. consulate and from the U.S. Consulate to the work site.

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

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.)

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.

On site and phone interviews will be primarily from the Aguila farm office. Aguila farm office is located at 51040 W. Valley Rd., Aguila, AZ 85320. An applicant or State Workforce Agency Representative should contact the Aguila farm office at (928) 685-2233 ext. 10. The company will interview in person or by phone Monday-Friday from 9:00 am - 2:00 pm. (Mountain Standard Time) Applicants, Workforce Agency Personnel, Walk-Ins, etc. may:
__x__ Call for an interview at the number listed on the ETA 790.
__x__ Report to the farm office listed on the ETA 790.

Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker at the time the worker reports for work and will be examined by the Company as a condition for completing the hiring process. Walk-in applicants whose pre- employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (928) 685-2233	N/A	steve@martorifarms.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:

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 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.

2. **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).

3. **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.

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), .210(d), or .302(c).

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).

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

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)(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 *	2. First (given) name *	3. Middle initial §
Martori	Steve	
4. Title *		
Chief Executive Officer		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	2/7/2023

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	All Job Duties Performed in Arizona/California	$ 15 . 62	Hour	$18.65 in California.
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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 §
Central Arizona Farming, Inc.	9254 North Ralston Road Maricopa, Arizona 85139 MARICOPA	None	4/20/2023	11/20/2023	250
Central Arizona Farming, Inc.	53931 W. Lower Buckeye Road Tonopah, Arizona 85354 MARICOPA	None	4/20/2023	11/20/2023	250
Central Arizona Farming, Inc.	66-86 Center of the World Drive Felicity, California 92283 IMPERIAL	None	4/20/2023	11/20/2023	250
Central Arizona Farming, Inc.	491st Ave. Tonopah, Arizona 85353 MARICOPA		4/20/2023	11/20/2023	250

D. Additional Housing Information

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ❑ Rental or public accommodations	51040 W Valley Rd Aguila, Arizona 85320 MARICOPA		4	344	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
❑ Employer-provided ☑ Rental or public accommodations	2201 S 4th Ave Yuma, Arizona 85364 YUMA	El Rancho Motel	30	124	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	53931 W. Lower Buckeye Rd. Tonopah, Arizona 85354 MARICOPA		11	268	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	9254 N Ralston Rd Maricopa, Arizona 85139 PINAL	1 fixed-site 1900 sq foot mobile home 2 fixed-site apartment units	3	36	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H-2A Case Number: H-300-23035-750874 Case Status: Full Certification Determination Date: 03/03/2023 Validity Period: _____ to _____

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

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Tractor: Drive and control farm equipment to till, plant, cultivate, mow, and harvest crops. Many operations such as maintenance and or repair require good physical ability and knowledge. Workers may ride equipment such as irrigation tape injectors and or plastic mulch laying equipment.
Other job duties include: Harvest trailers, loading and unloading of seed, plants, materials and chemicals by hand or forklifts. Adjust, repair, and service farm machinery and notify supervisors when machinery malfunctions. Observe and listen to machinery operation to detect equipment malfunctions. Multiple daily inspections of equipment or facilities to determine safety, condition, and maintenance needs. Lay irrigation tape, burn, spray, pull, build and maintain ditches by hand, tractor, and loader. Furrow irrigation preparation and maintenance of head and tail ditches, such as rowbuck, blade, and hand operated shovel when necessary. Mixing of specified materials or chemicals, and dump solutions, powders, bottles, buckets, water soluble packets, and seed into planter, sprayer, or mixing equipment. Prepare materials or solutions for application, utilization of supplied personal protection equipment per label instructions. Operate or tend equipment used in agricultural production, such as tractors, trucks, irrigation pumps, loaders, forklifts, hand trucks, pickups, atv, trailers, man lifts, fuel tanks, water tanks, water trucks, chemical tank trailers, propane tank and harvest equipment. Manipulate controls, monitors, touch screens, to safely operate agricultural equipment. Operate equipment while observing and monitoring of workers riding equipment while transplanting, laying irrigation tubing, plastic mulch, burning and spraying ditches, planting, cultivating, tilling, pulling plastic mulch or tape. Load hoppers, totes, buckets, conveyors, augers to feed machines with products, using tractors, loaders, forklifts, transfer augers, belts, buckets, and shovels. Spray fertilizer or pesticide solutions to control insects, fungus, weed growth, and diseases by hand, pull type, and self-propelled sprayers. Attach farm implements such as plows, discs, cultivators, mowers, shredders, rippers, blades, etc, both pull type, link mounted, and power take off driven implements. Operate towed, integrated, or link mounted machines while planting, fertilizing, dusting, burning, and spraying crops. Walk beside or riding on machines while planting, tilling, harvesting or post-harvest cleaning of fields. Drive trucks to haul crops, supplies, tools, fuel, or farms workers. Weigh containers, record weights, counts of seed, crops, containers, supplies, chemicals, products being applied, planted, hauled, stored, harvested and transferred. Record, report and turning information into supervisor. Must be able to read and execute written work orders, fill out information and return forms to supervisors per shift. All work is to be performed safely and in accordance to regulation, and company policies. Proper personal protection must always be worn. Work is conducted day and or night shifts, weekends, holidays as needed.

Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Cutter: The Cutter will be responsible for walking through the field, bending down, and locating a package ready melon. Upon locating the melon, workers will use a Company-supplied knife to cut the melon from the vine. After cutting the melon from the vine, workers will rise up and place the melon on the field pack machine tray and continue through the field. Equipment supplied by the Employer includes gloves and a cutting knife.

Continued on Addendum C.

b. Job Offer Information 2

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 (*up to 3,500 characters*) *

3 months of harvesting experience in any of the commodities listed. Specific requirements include lifting up to 48 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.

At the sole discretion of the employer, drug and alcohol testing may be conducted post-hire at the employer's expense and is not part of the interview process. Workers may be subject to mandatory drug testing if they have been involved in a reportable accident or upon reasonable suspicion that drug use may be impacting job performance. Any drug test will be conducted at the employer's expense. All drug testing will be conducted post-hire.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Central Arizona Farming, Inc. will provide daily transportation via the following vehicles authorized to transport workers:
2007 Blue Bird Bus – School Bus – 32 seats
2008 Blue Bird Bus – All American – 48 Seats
2004 Blue Bird Bus – Cummins- ISB – 36 seats

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers will be picked up at the employer-provided housing address(es) on work days approximately 30-60 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the work day and returned to the designated employer-provided housing location. Start and end times vary and are dependent on time of year, crop conditions, and weather. Drivers will make two trips when needed.

For workers residing in employer-provided housing, employer will provide free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services).

Daily transportation at no cost to workers is available to workers who do not reside in employer-provided housing.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Cont'd 1 of 5

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Labeler: The Labeler will stand on the field pack machine, and from a pre-pasted roll of stickers, place a sticker on each melon that has been packed in the carton. Equipment supplied by the Employer includes gloves. Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Box Maker: The Box Maker will stand on the field pack machine. From a stack of un-made cartons, workers will pick up a carton and fold it into a made carton. Once they have made the carton, workers will place the carton on the overhead storage rack for use by the Packer position. This will continue as the field pack machine moves through the field. Equipment supplied by the Employer includes gloves.
The positions of Watermelon Cutter, Watermelon Loader, Watermelon Labeler, Watermelon Sorter, Watermelon Packer, and Watermelon Pitcher only apply to watermelons. Watermelon Cutter: The Cutter will walk through the field bending down to bed level. Once at bed level, the cutter will determine melons that are ripe, and using a company-supplied knife workers will cut the melon from the vine. After cutting the melon from the vine, workers will place the melon in the furrow or on the belt. Workers will move through the field using the same procedure as they approach each melon. Equipment supplied by the Employer includes gloves and a cutting knife. Watermelon Loader: The Loader will walk through the field behind a self-propelled conveyor. Workers will bend down to ground level and pick up each melon left by the cutter. Workers will then rise up with the melon and place the melon on the self-propelled conveyor belt. This procedure will continue through the field until all of the cut melons have been picked up. Watermelon Labeler: The Labeler will stand on a platform, and using pre-pasted stickers, peal labels from the role and place a label on each melon passing along on the conveyor belt. Watermelon Sorter: The Sorter will stand on the platform adjacent to the sort table. Workers will determine the melon size and direct the melon into the lane for that particular size. This will continue throughout the days harvest. Watermelon Packer: The Packer position will stand on the melon trailer and pick up melons from the sized lane and place the melon into the appropriate bin designated for that particular size. This position will continue throughout the days harvest. Secondary Harvest Method: Pitching and Cutting of Watermelon. Watermelon Cutter: The Cutter will walk through the field bending down to bed level. Once at bed level, workers will determine melons that are ripe, and using a company-supplied knife workers will cut the melon from the vine. After cutting the melon from the vine, workers will place the melon in the furrow. Workers will move through the field using the same procedure as they approach each melon. Equipment supplied by the Employer includes gloves and a cutting knife. Watermelon Pitcher: The Pitcher will walk through the furrow, bend down retrieving the melon from the furrow, lift the melon, and pitch the melon to the pitcher standing in the next furrow. Workers will form a chain in the field pitching melons up to a trailer where they are placed in a bin. Equipment supplied to the pitchers by the Employer includes gloves.

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Cont'd 2 of 5

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Watermelon Labeler: The Labeler will stand in the field, and using pre-pasted stickers, peal labels from the role and place a label on each melon. The positions of Packer, Grader, Cleaner, and Box Maker apply to the Packing Facility only. Packer: Workers will be able to place melons from a conveyor belt into a cardboard carton and slide carton to another conveyor belt. Workers will also be responsible for final grading of melons. Grader: Workers will be responsible for initial grading of fruit, discarding fruit not acceptable for packing as determined by management. Cleaner: Workers will be responsible for sanitary cleaning of the packing facility as trained and directed by management. Use of cleaning tools provided, brooms, brushes, cleaning and sanitary solution. All gloves, aprons, and hairnets provided by Company.
Machinery Maintenance Mechanic (Nursery and Greenhouse): Repairs machinery or mechanical equipment. Work involves most of the following: Examining machines and mechanical equipment to diagnose source of trouble; dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts; replacing broken or defective parts with items obtained from stock; ordering the production of a replacement part by a machine shop or sending the machine to a machine shop for major repairs; preparing written specifications for major repairs or for the production of parts ordered from machine shops; reassembling machines and making all necessary adjustments for operation. In general, the work of a Machinery Maintenance Mechanic requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience. Excluded from this classification are workers whose primary duties involve setting up or adjusting machines. Transplanter: Workers will be seated on an implement being pulled by a tractor in the field and will place individual plants in the seed hole.
Harvest: Cantaloupe Cutter: The Cutter position will be responsible for walking through the field, bending down, and locating a package ready melon. Upon locating the melon, workers will use a Company-supplied knife to cut the melon from the vine. After cutting the melon from the vine, workers will then place the melon in the furrow and continue through the field. Equipment supplied by the Employer includes gloves and a cutting knife. Cantaloupe Loader: The Loader position will walk in the furrow behind a self propelled conveyor. While walking in the furrow the workers will bend down and pick up each melon left by the cutter. The workers will then place the melon on the conveyor belt. The self propelled conveyor moves through the field, allowing each melon left by the cutter to be placed on the belt by the Loader position. Equipment supplied by the Employer includes gloves.
Maker: Workers will be responsible for placing cartons on the box machine, refilling glue container and insuring boxes are delivered to the conveyors. Workers must keep pace with the rest of the crew.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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 - Job Duties Cont'd 3 of 5

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Plastic Removal/Laying and Disposal (Nursery and Greenhouse): Workers will walk through a field either bending over and hand pulling plastic or using a company supplied handle hoe to remove plastic placed on beds, leaving bundles of plastic in field and will then pick up bundles, place them in trailer for removal. Workers will repair and flush drip tape irrigation lines and perform irrigation functions as directed by Foreperson. Green House: Greenhouse Cleaner: The cleaning position consists of general cleaning of the Greenhouse. Workers are responsible for picking up trash inside and outside of the tunnels including the whole facility. Workers are provided with trash bags for garbage containers. Workers are also responsible for checking all mice traps throughout the Greenhouse facility. Workers will clean the germination room using Company cleaning products; Workers are also responsible for cleaning the Seeding machine after each seeding and sanitizing the floors assuring that peat moss(soil) residue is removed. Workers must wear Company-provided protective gear at all times, dust mask, gloves and safety glasses.

Greenhouse Seeder: The position of the Seeder is to provide seed to the Seed Machine and ensure the machine is functioning properly. Each tray is filled properly and packed with peat moss(soil). Trays are covered with vermiculite and are watered. Seed is deposited in each hole of the trays, and also select the correct seed varieties for the day. Workers must wear Company provided protective gear at all time including dust mask, gloves and safety glasses. Greenhouse Tray Racker: This position requires placing the trays on the empty racks that are on the carts. Carts are placed in a front position aligned with conveyor of the seeding machine. The trays are moving on a conveyor belt which is connected to the seeding machine. Trays are covered with vermiculite and water. Worker removes the tray off the conveyor belt and places trays onto empty rack on cart. Each cart has approximately 20 or 21 racks, each rack carries 12 trays. Workers must wear Company provided protective gear at all times including dust mask, gloves and safety glasses. Greenhouse Loading Soil Mixture: This position requires placing in the mixing machine the peat moss(soil), vermiculite, and water. Workers fill the conveyor belt onto the auto-stacker with empty trays. The empty trays are automatically moved to the seeding machine, then workers fill the vermiculite container. Workers move the full carts to the germination room. Workers must wear Company-provided protective gear at all times including dust mask, gloves and safety glasses.

Greenhouse Forklift Operator: Forklift operators load and unload the trucks/trailers that are transporting the plants to the different ranches or fields. Workers will move the full carts that leave the germination room into the tunnels. Workers will unload the trucks that arrive with peat moss(soil) and vermiculite that is used for the seeding. Workers will place pallets with trays, peat moss(soil), vermiculite and all other items that are used to complete this task. Workers must wear Company-provided protective gear at all times including dust mask, gloves and safety glasses.

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Cont'd 4 of 5

3. Details of Material Term or Condition (*up to 3,500 characters*) *

10 Pallet Forklift Operator (Broccoli): Workers will operate a 10 Pallet forklift to unload empty bins from flatbed trailers, place them on the ground and load full bins onto flatbed trailers as directed and trained by Supervisory Personnel. Irrigation Worker: Load sprinkler pipes and main pipes on the sprinkler trailers. Unload sprinkler pipes from sprinkler trailers; spread and connect Sprinkler pipes after planting; put the sprinkler to work; repair bed sprinkler; open plugs sprinklers; spread the main pipes; and assemble all the sprinkler system. Pull the sprinkler line to the next field, pick up the sprinklers pipes and load it on the sprinkler trailers. Check, clean, and repair the drip system, including repair drip leeks, open and close valve, flush drip line, prevent drip line leeks. Inject fertilizer as needed. Irrigator: Workers will flush, repair, and clean water filters. Will move filters to different locations in the farm with tractor. Will open and close valves when cycles start and finish. Workers will put water pipes in canal, suck water from canal into fields, and regulate water flow. Workers will clean water canal and repair drip tape. Thinning and Weeding Crew: After emerging thine the stand to the correct spacing with a hoe or by hand, weeding with hoe or by hand between the Broccoli and Melons.

Broccoli harvest consists of: Cutters, Bunchers, Packers, Set off, Carton makers. Cutters: A team of up to 14 workers will walk behind a harvest machine for different hours throughout the day. With a knife in hand hand, workers will cut a broccoli plant at different sizes of stem and head size. Once a plant is selected by size and quality, workers will cut plant with knife and then peel off excess leaves until the stem is clean. The stalk and head size will be determined by Supervisor. Workers will walk in very wet muddy conditions; cold wind and rain is common. Bunchers: Workers will work with a bunching machine. This machine utilizes air pressure and it can be a very dangerous tool, therefore all workers will be trained on how to use the machine. Workers will select 2 to 4 heads of broccoli depending on bunch size requested by Supervisor. Once selected with one hand, workers will take rubber band and put it in the bunching machine and activate a button to allow air pressure to open mechanism and then place broccoli inside bunching machine. Once inside, workers will lightly push down on broccoli bunch as well as air button. An air-operated knife will make a cut on all stems. Once done, workers will remove broccoli bunch and place it on packing table. and repeat operation over and over again. Packers: 4 to 6 workers perform this task. Workers will take a premade box (sometimes making box themselves) and place broccoli bunches in a pattern determined by Supervisor. Pack can consist of bunches at any length per box and crowns (head of broccoli). Sometimes broccoli heads can be packed in loose pack with different counts of heads per box. Once packed, workers will then close box and place on a roller onto the transport trailer.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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 - Job Duties Cont'd 5 of 5

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Set Off: Consists of workers placing up to 12 pallets on transport trailer. Sometime pallets weigh up to 24lbs. Workers will place full boxes in a pattern, usually 6 per tear with different heights sometimes up to 10 layers per pallet. Next, workers will secure up to 3 layers by placing a strap around each layer. Workers will assist Operator in securing load while in the field by placing plastic holders on top of load once trailer is full and placing ropes across both sides of trailer to secure load before leaving the field. Carton Maker: Workers will handle 20 pound bail of carton and fold them in carton shape. Carton makers in the packing house will use a machine to fold cartons. 0perators: Will typically operate a tractor pulling a harvest machine as well as a trailer through the field. Will have to know tractor operation in the field as well as on the road. In the field, worker will back and empty trailer and hook up to harvest machine. Workers will operate air compressor by engaging a lever. Workers will hook up air lines into harvest machine and operate through the field at a speed requested by Supervisor Carton Makers, usually 2 to 3. All workers will assist with transferring empty stacked boxes onto harvest machine. Once placed on machine, workers will brake bundles apart and make boxes by hand and place them on a conveyor on top of harvest machine where packers have access to them. Tagger: Consists of workers being able to use a computer to print out labels and then hand apply them to each packed box. Facility Forklift Operator (Single/Double): Workers will operate a forklift to load pallets of packed product into refrigerated trucks as directed and trained by Supervisory Personnel.

Transporting Workers- Workers who have a valid driver's license and doctor's certificate may drive vehicles to transport workers and may be offered additional hours.

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 Disclosures

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Work is to be done for long periods of time in the field, when plants may be wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers ability to perform the job. Workers must be able to perform the required work with or without reasonable accommodations.

Must wear assigned personal protective equipment when required. Must report for work daily wearing appropriate work clothing and boots or other durable foot wear. Casual clothing not permitted. Workers wearing inappropriate clothing will not be permitted to start work.

Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may terminate worker for subsequent offenses.

Workers will have an unpaid lunch break when working more than 5 hours. Must report to work at the designated time and place each day. Daily or weekly work schedules may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start/end times. Employer may request, but not require that workers work more than the stated daily hours, on the worker's Sabbath, or on federal holidays.

Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company worksites or vehicles is prohibited and will be cause for immediate termination.

Out of concern for the safety of other workers, staff or the public at large, the employer reserves the right to terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender.

The work described herein is regular, seasonal full-time work requiring all workers to be available as stated on the standard work schedule, throughout the entire contract period. Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.

All workers are subject to a five-day trial period, during which their performance will be evaluated. Employer reserves the right to terminate a worker at the end of the trial period if their performance fails to satisfy the employer's reasonable expectations, or is otherwise unacceptable.

Employer also retains the right to terminate workers for lawful job-related reasons, including but not limited to workers who: are regularly absent or tardy; malingers or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; is physically able but does not demonstrate the willingness to perform the work necessary

Non-U.S. workers may be terminated if one or more U.S. workers becomes available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences.

Foreign workers will be advised of their responsibility to depart the U.S. when employment comes to an end. Employer will request and maintain records of each worker's permanent home address, e-mail address (when available) and phone number.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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 - Workers Compensation Insurance

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer will provide workers' compensation insurance coverage in accordance with 20 CFR 655.122(e). Employer attests that the policy will be renewed as necessary to cover the entire certified contract period, and any extension of employment.
Name of insurance carrier: Edgewood Partners Insurance Center (EPIC)
Name of policyholder: Eagle Produce LLC dba Martori Farms Central Arizona Farming Inc.
Name of person to be notified of claim: Steve Martori
Telephone number for point-of-contact: 928-685-2233
Deadline for notification: 24 Hours

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Pay Information Continued

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, but may be subject to state overtime requirements as specified herein if applicable.
If the prevailing wage or AEWR increases during the contract period, the employer will pay the higher rate upon notification from the Department of Labor.
Raises and/or bonuses may be offered to any seasonal worker employed under this job order, at the company's sole discretion, based on individual factors including but not limited to work performance, skill, and tenure.
Employer expressly prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. The employer attests they will not seek or receive payment of any kind from workers for anything related to obtaining the H-2A labor certification, including the employer's attorney or agent fees, application fees, or recruitment costs.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Offered Wage, Rest Rules, Overtime

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers will be guaranteed $15.62 per hour for work performed in Arizona (unless the wage methodology is changed by government or legal action) and $18.65 per hour for work performed in California (unless the wage methodology is changed by government or legal action).
Overtime: Overtime will not be paid for work performed in Arizona. In California Overtime pay applicable at 1.5 times the regular rate of pay for all hours worked in excess of 8 per day, or 40 during any workweek. All hours worked on the seventh day in excess of 8 will be paid double time. Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates. Employer will not pay a piece rate.

The Employer abides by California Wage Order 14. The employer abides by the seventh (7) day of rest rules. Unpaid lunch breaks are 30 minutes with two (2) paid 10-minute breaks a day.

n. Job Offer Information 14

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Continued

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in accordance with H-2A regulations and FLSA wage requirements. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place the worker departed from to the employer's place of employment.
Employer pays/reimburses outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause.
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.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.