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 * Field Worker (Vegetables)

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	74	74	3. First Date * 4/25/2023	4. Last Date * 12/20/2023

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)* *

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

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 1 : 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 §
$ 18 . 65	☑ 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.)
See Addendum C

H-2A Case Number: H-300-23053-791679 Case Status: _____ Determination Date: _____ 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. * 0

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 55 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 *
1607 W. Highway 246

2. City *	3. State *	4. Postal Code *	5. County *
Buellton	California	93460	Santa Barbara

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

See Addendum B

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 *
2231 A Bonita School Rd

2. City *	3. State *	4. Postal Code *	5. County *
Nipomo	California	93444	San Luis Obispo

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

7. Total Units * 1

8. Total Occupancy * 10

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 for 10 workers is in a 3 bedroom house. One bedroom includes 5 beds, one room has 2 beds, and the
other room has 3 beds Making it a total of 10 single beds. The house includes a kitchen with 1 stove, 1 refrigerators, 1 dual sink with plenty of storage in the kitchen. The house also includes 1 washer, 1 dryer, 1 bathrooms that includes 1 sink, 1 toilet, and 1 shower.

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.)

Employer will furnish free and convenient cooking/kitchen facilities including a microwave, stove, and refrigerator for workers to prepare their own meals. Employer will stock the common kitchen area with cooking utensils and eating utensils at no cost to occupants of employer-provided housing. Employer will provide workers with transportation to and from the grocery store at least once per week, and workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the employer-provided housing facilities. No kitchen facilities or meals are provided to workers not occupying employer-provided housing.

2. The employer: *	☑ **WILL NOT** charge workers for meals.		
	❑ **WILL** charge each worker for meals at	$ _____ . ____	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.)

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

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 eligible (i.e., work authorized), able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to the employer. Applicants may contact Alex Ramirez or Marbella Maldonado at 1293 West Stowell Rd, Santa Maria, CA 93458, telephone: 805- 934-8491, fax: 805-934-8496. Contacts may be made by phone or in person Monday through Friday, between the hours of 8:30 a.m to 11:30 a.m. and 1:30 p.m. to 3:30 p.m. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment. Applicants will be interviewed at no cost to them, either by telephone or in person. The employer will explain the job description and if the applicant is interested in the job, an application will be provided. There is an orientation/training session on the first day of the job in which workers are required to attend. 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 to work. Documents will be examined by Employer as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork (i.e. employer application) was completed at the time of hire must have a valid identity and employment verification 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 Employer-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.
CA Tax ID# 10974087

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (805) 934-8491	N/A	alex@brothersbestproduce.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 §
Ramirez	Alex	D
4. Title *		
Vice President		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	3/11/2023

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
	Planting	$ 18 . 65	Hour	
	Wine Grape Harvesting	$ 18 . 65	Hour	
	General Farm Labor	$ 18 . 65	Hour	
	Harvesting	$ 18 . 65	Hour	
	Weeding	$ 18 . 65	Hour	
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		

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 §
Brothers Best Farming, Inc.	9089 Santa Rosa Rd Buellton , California 93427 SANTA BARBARA	Santa Rosa Ranch	4/25/2023	12/20/2023	63
Brothers Best Farming, Inc.	583 N. Refugio Rd Santa Ynez , California 93460 SANTA BARBARA	Indian Ditch Ranch	4/25/2023	12/20/2023	63
Tutti Frutti Farms	3455 Roblar Ave Santa Ynez , California 93460 SANTA BARBARA		4/25/2023	12/20/2023	63
Brothers Best Farming, Inc.	8305 Highway 101 Los Alamos , California 93440 SANTA BARBARA	Cat Canyon Ranch	4/25/2023	12/20/2023	63
Brothers Best Farming, Inc.	6101 Foxen Canyon Rd Los Olivos , California 93441 SANTA BARBARA	Brown Ranch 19	4/25/2023	12/20/2023	63
Brothers Best Farming, Inc.	6893 Foxen Canyon Rd Los Olivos , California 93441 SANTA BARBARA	Zaca Meza Ranch	4/25/2023	12/20/2023	63
Brothers Best Farming, Inc.	2368 Callender Rd Arroyo Grande , California 93420 SANTA BARBARA	Ramirez Ranch	4/25/2023	12/20/2023	63
Tutti Frutti Farms	6880 Santa Rosa Rd Buellton , California 93427 SANTA BARBARA		4/25/2023	12/20/2023	63
Brothers Best Farming, Inc.	2090 Highway 246 Buellton, California 93427 SANTA BARBARA	Buellton Ranch	4/25/2023	12/20/2023	63
Tutti Frutti Farms	4457 Santa Rosa Rd Lompoc , California 93436 SANTA BARBARA		4/25/2023	12/20/2023	63

D. Additional Housing Information

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 §
Brothers Best Farming, Inc.	1400 Highway 154 Santa Ynez , California 93460 SANTA BARBARA	Shepherd Ranch	4/25/2023	12/20/2023	63
Brothers Best Farming, Inc.	1876 N. Refugio Rd Santa Ynez , California 93460 SANTA BARBARA	Arbaleitz Ranch	4/25/2023	12/20/2023	63
Brothers Best Farming	1293 W Stowell Rd Santa Maria, California 93458 SANTA BARBARA	Stowell Ranch	4/25/2023	12/20/2023	63

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	533 North D Street Lompoc, California 93436 SANTA BARBARA	Housing for 10 workers is in a 4 bedroom house. 3 rooms have 2 beds in them and one room has 4 beds. Making it a total of 10 single beds. The house includes a kitchen with 1 stove, 1 refrigerator, 1 dual sink with plenty of storage in the kitchen. The house also includes 1 washer, 1 dryer, 2 bathrooms that includes 1 sink, 1 toilet, and 1 shower each.	1	10	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	535 North D Street Apt A & B Lompoc, California 93436 SANTA BARBARA	Housing for 14 workers in 2 apartments with 3 bedrooms each. The apartments have 2 rooms with 2 beds in them, and 1 room has 3 beds, making it a total of 14 single beds. The apartments include a kitchen with 1 stove, 1 refrigerator, 1 dual sink with plenty of storage in the kitchen each. The housing also includes 1 washer, 1 dryer, each and 1 bathroom that includes 1 sink, 1 toilet, and 1 shower each.	2	14	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	119 North L Street Lompoc, California 93436 SANTA BARBARA	Housing for 11 workers is in 4 bedroom house. One bedroom includes 5 beds, and 3 bedrooms have 2 beds each, making it a total of 11 single beds. The house has a kitchen that includes 1 stove, 1 refrigerator, and 1 sink with storage. The house also includes 1 washer and 1 dryer as well as 2 bathrooms with 1 sink, 1 toilet, and 1 shower each, along with a half bathroom with 1 sink and 1 toilet.	1	11	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	403 W. Walnut Ave Lompoc, California 93436 SANTA BARBARA	Housing for 14 workers is in 5 bedroom house. One bedroom includes 5 beds, 1 room has 3 beds, and 3 rooms have 2 beds, making it a total of 14 single beds. The house has a kitchen that includes 1 stove, 2 refrigerators, and 1 sink with plenty of storage and a large pantry. The house also includes 1 washer and 1 dryer as well as 2 bathrooms with 1 sink, 1 toilet, and 1 shower.	1	14	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	312 North Y Street Lompoc, California 93436 SANTA BARBARA	Housing for 15 workers is in 5 bedroom house. One bedroom includes 6 beds, 1 room has 3 beds, and 3 rooms have 2 beds, making it a total of 15 single beds. The house has a kitchen that includes 1 stove, 2 refrigerators, and 1 sink with plenty of storage and a large pantry. The house also includes 1 washer and 1 dryer as well as 2 bathrooms with 1 sink, 1 toilet, and 1 shower.	1	15	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____

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

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*) *

Job Description and Requirements:
This job offer includes the Planting, Harvesting, and Packing, Repacking of Squash, Chili Pepper, Bell Pepper, Tomatillo/Tomato, Broccoli, Cauliflower, Cilantro, Peas, Grapes, and Fava Beans as well as General Labor which may include Hoeing, Irrigation, Tractor Driving, Forklift Driving, Weeding(Long-handled Hoe), and Plastic Removal, Pruning, Shoot Thinning, Suckering, Leafing, Hedging, Shoot positioning, Pounding stakes, Wire Installation, Clip installation, Training Vines, Grow tube installation. The employer will abide by California Code Regulations at Title 8, section 3456. Descriptions are as follows: Squash harvesting (36%) is done by bending over in beds behind a packing trailer. Under the direction of the field supervisor, employee determines the size and quality of the product to be harvested. The product is then cut off the plant by hand and then a portion of the stem is trimmed with a hand knife for a fresh, consistent cut. The product is then placed on the packing trailer where it is hand sorted by the packer into different sized packs depending on a specific size, count, or weight requirement. Some varieties may require the product to be individually wrapped before placing in box. A stacker then stacks and palletizes the finished packed product onto pallets. Chili Pepper (4%), Bell Pepper (3%), and Tomatillo/Tomato (3%), Peas (2%), Fava Beans (2%) harvesting is done by
bending over in beds behind a packing trailer. Under the direction of the field supervisor, employee determines the size and quality of the product to be harvested. The product is then cut off the plant by hand (husk removed if applicable) and placed in buckets which are then dumped into bins on the pallet or into cartons on the packing trailer. A stacker then stacks and palletizes the cartons onto pallets. Grape harvesting (2%) is done by cutting the grapes from the vines with a knife and placing them in
buckets that are then dumped into bins that are placed on trailers. Cilantro harvesting (10%) is done by bending over in beds behind a packing trailer or without a packing trailer. Under the direction of the field supervisor, employee determines the size and quality of the product to be harvested. Then using a harvesting hand knife, the employee cuts the appropriate amount of product from its roots, and cleans by hand the defective leaves and trims the stems. The product is then tied, sleeved or banded. The product is then packed in a box with specific count or weight requirement. A stacker then stacks and palletizes the finished packed product onto pallets. Broccoli/Cauliflower harvesting (10%) is done by bending over in beds behind a packing trailer. Under the direction of the field supervisor, employee determines the size and quality of the product to be harvested. The product is then cut off the plant using a hand knife for a fresh, clean cut. The product is then placed on the packing trailer where it is hand sorted by the packer into different sized packs depending on a specific size, count, or weight requirement. Some packs may require additional cuts or trimming and banding of bunches before placing in box/bin/crate. A stacker then stacks and palletizes
the finished packed product onto pallets. Squash (7%), Chili Pepper (2%), Bell Pepper (1%) and Tomatillo/Tomato (1%), Peas (1%), Fava Beans (1%) Grapes (1%) Planting is done by walking in the furrow carrying a tray of plants and bending over to plant
individual plants in the appropriate spacing determined by the field supervisor. For the grape planting, additional steps are needed. Pounding stakes down the farrow in order to support the vines once they begin to grow. Grow tube installation around the newly planted vines help with protecting the plants in the early stages of growth, along with training of the vines in order to get them to grow straight up from the ground.

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

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

Workers will be paid $18.65 per hour but no less than 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 assures that the required wage rate will be paid at the time the work is performed. Employer will abide by the California overtime rules for agricultural workers working in California (i.e. Overtime will be paid at $27.98, 150% of the hourly wage rate after 8 hours of work per day or 40 hours per week and for the first 8 hours on the seventh day of work and double the regular pay after 8 hours of work). Workers will be paid on a weekly basis by check. Payday is Saturday of the week following the end of the payroll period. 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)

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 *	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*) *

Training and drug screening will be provided at employer's expense. For the safety of our employees, drug testing will occur upon management's notification that an employee is behaving in a manner which shows he or she might be under the influence. The company may drug test at any time post-hire at no cost to the worker. Workers will be paid $18.65 per hour but no less than 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 assures that the required wage rate will be paid at the time the work is performed. Employer will abide by the California overtime rules for agricultural workers working in California (i.e. Overtime will be paid at $27.98, 150% of the hourly wage rate after 8 hours of work per day or 40 hours per week and for the first 8 hours on the seventh day of work and double the regular pay after 8 hours of work)

d. Job Offer Information 4

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*) *

Employer will offer transportation at no cost to workers occupying company provided housing to the work-site and return on a daily basis. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary and workers are free to use their own transportation. No worker will be required as a condition of employment to utilize the transportation offered by the Employer. The Employer will utilize the Cal Vans program.

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 *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation

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

The Employer will pay for or reimburse transportation and subsistence costs to the place of employment for all workers in the paycheck issued for the workers' first pay period. For US workers eligible for the inbound transportation benefit, the Employer will reimburse US workers who are beyond commuting distance the reasonable cost of transportation and subsistence from the place from which the worker has departed to the employer's place of employment.

f. Job Offer Information 6

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

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

The Employer will provide five 15 passenger Chevy Cal Vans to transport the workers from company-provided housing to the worksite and return on a daily basis. (See attachments for copies of the driver's license and FLCE Certificates for the drivers who will be transporting the workers).Employer assures that the FLCE Certificates will be renewed before the expiration date.

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.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - undefined

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

The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the company due to damage or loss of equipment; housing or furnishings (beyond normal wear and tear) caused by the worker as a result of willful, dishonest, or grossly negligent action (if any); and deductions expressly authorized by the worker in writing (if any). 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 All employees are covered by workers' compensation insurance in accordance with California law. This insurance provides payment of medical benefits and time loss payments to worker who is accidentally injured on the job. will also be covered for disease. Employer assures that its workers' compensation policy will remain valid throughout the contract period.

h. Job Offer Information 8

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

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

The amount of the reimbursement for transportation cost will be the workers' actual transportation cost from the place from which the worker has departed to the employer's place for employment, and by regulation is not required to exceed the most economical and reasonable common carrier transportation cost for the distance involved. For eligible foreign (H-2A) workers coming from outside the United States, the basis for the reimbursement benefit is the place from which the worker departed. All other criteria for this benefit is identical, as described in this paragraph, for foreign and domestic workers. The employer reserves the right to arrange charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the employer's expense. Workers who do not avail themselves of such transportation when available, will be reimbursed only the per worker cost of the employer-arranged transportation or the most economical and reasonable common carrier transportation cost for the distance involved, whichever is cheapest. Workers are always free to choose their own means of transportation at their own liability. For US workers who complete the work contract and are eligible for the outbound transportation benefit, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer. For foreign (H-2A) workers who came to work from outside the United States, the basis for the outbound transportation benefit is the place from which the worker originally departed, as defined by DOL in the regulations. All other criteria for this benefit is identical, as described in this paragraph, for foreign and domestic workers. The Employer reserves the right to arrange charter or other return transportation.

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - undefined

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

Workers will be paid on a weekly basis by check. Payday is Saturday of the week following the end of the payroll period. The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the company due to damage or loss of equipment; housing or furnishings (beyond normal wear and tear) caused by the worker as a result of willful, dishonest, or grossly negligent action (if any); and deductions expressly authorized by the worker in writing (if any). 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. All employees are covered by workers' compensation insurance in accordance with California law. This insurance provides payment of medical benefits and time loss payments to worker who is accidentally injured on the job. will also be covered for disease. Employer assures that its workers' compensation policy will remain valid throughout the contract period. The employer will provide United States workers referred through this Clearance Order with 36 hours of work for the week beginning with the anticipated starting date of employment set forth in Item 9, unless the employer amends the date of need in accordance with 20 CFR 653.501(d)(2)(v). If the worker fails to confirm the starting date of employment with the order holding office between 5 and 9 working days before the date of need set forth in Item 9, the worker will be disqualified from this assurance. If the employer fails to notify the order-holding office at least 10 working days prior to the original date of need the employer shall pay eligible worker referred through the clearance system $18.65 per hour for 36 hours ($671.40) the first week starting with the originally anticipated date of need. The hourly rate applicable to the first week wage guarantee is $18.65/hr. Three-Fourths Guarantee: The employer guarantees to offer employment for a minimum of 36 of the hours and workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after a worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In case of an Act of God termination, the ? guarantee period ends on the date of termination. Employer is not liable for payment of the guarantee to H-2A workers if the H-2A worker is displaced due to the employers requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d) (50 percent rule).If the employer fails to provide the worker with the amount of work required under this
guarantee, the employer will pay the worker the amount the worker would have earned had the worker worked for the guaranteed number of workdays. In determining whether this guarantee of employment has been met, the employer will count all hours of work actually performed (including hours over 6 in a day voluntarily worked, and hours voluntarily worked on Sunday and/or Federal Holidays), and any hours of work offered which the worker fails to work, up to a maximum of 6 hours on Monday through Saturday, provided such hours offered and not worked and the reason therefore are shown on the workers paystub.

j. Job Offer Information 10

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

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

The wire Installation and clip installation follow in order to support the vines in the later stages of growth. Hoeing (1%) is done by walking in the furrow and bending over to pull weeds that have made their way through the plastic or by using a long handled hoe. The employer will abide by California Code Regulations at Title 8, section 3456. Irrigation (1%) is done by removing approximately 45 pound sprinkler pipes and carrying them to the furrow where they are connected together. Tractor Driving (1%) is done by guiding the tractor through the rows during planting or harvesting. Proper training will be provided before any tractor driving is allowed. Forklift Driving (1%) is done by drivng the Forklift to load and unload pallets during planting, repacking, or harvesting. Proper training will be provided before any Forklift driving is allowed. Removing plastic (9%) is done by pulling plastic from the top of the furrows and collecting the plastic into bins. Pruning, Shoot Thinning, Suckering, Leafing & Hedging (1%) is done by trimming the old/unwanted parts of the vine to allow new growth to occur. The employer will abide by California Code Regulations at Title 8, section 3456. Minimum Job Qualifications: Workers must be physically able to work in hot, dry, windy weather, bending or stooping to reach ground level crop and able to stand on their feet or be on their knees for long periods of time. Workers will be required to hand harvest commodities listed above to market specifications so as not to cause damage to the produce, and be able to lift and/or move units weighing 55 pounds. Tools and Equipment: The Company will provide tools, equipment and personal protective equipment necessary to perform all required tasks at no cost to the worker. Tools, equipment and personal protective equipment such as, but not limited to, include knives, hair nets, gloves, aprons, safety vests, and rain gear if needed to perform the job. Tools, equipment and personal protective equipment will be
replaced as needed. The reasonable repair and or replacement cost of tools, equipment or personal protective equipment may be deducted from the worker?s paycheck for willful damage or loss of such tools, equipment or personal protective equipment. However, the employer will abide by regulation 8 Cal. Code Regs. 11140(8). The employer shall 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 the shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee. The Company may drug test at any time post-hire at no cost to the worker.

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