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 * Heavy Labor Harvester (Onion)

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	132	80	3. First Date * 4/24/2023	4. Last Date * 5/22/2023

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. 1 : 00 ☑ AM ☐ PM
b. 7 : 00 ☑ 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-300-23053-791765 Case Status: Full Certification Determination Date: 03/24/2023 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. * 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 50 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 *
1104 Miller Road, Bard, California 92222

2. City *	3. State *	4. Postal Code *	5. County *
Bard	California	92222	Imperial

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

Hiring and Initiation of Temporary Employment Office. Hiring and the initiation of temporary employment will take place in Bard, California. Harvesting will take place in one area of intended employment with fields located within a daily commuting distance. The Company's fields are located in and around Yuma, Arizona. These locations are all within the Yuma Imperial Region recognized by the Department of Labor (DOL) as one growing region.

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 *
Aloha Apartments: 1090 S. 10th Ave.

2. City *	3. State *	4. Postal Code *	5. County *
Yuma	Arizona	85364	Yuma

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

7. Total Units * 36

8. Total Occupancy * 155

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)* *

(36 units housing 155 individuals).

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.)

All Company-provided housing facilities located within the city of Yuma, Arizona include paid utilities and full kitchens. Cooking and eating utensils shall be provided at no cost to occupants of Company-provided housing with kitchens. Employees shall purchase food at their own expense and prepare their own meals.

The Company shall provide employees in Company-provided housing with free and voluntary transportation to purchase groceries and/or shall ensure that employees have access to transportation to purchase groceries at least once a week at designated times.

Kitchen and eating facilities, in housing that contains kitchens, shall be shared with other employees occupying the Company-provided housing facilities. Common eating areas will be shared only with employees occupying the housing in that facility.

No kitchen facilities or meals are provided to employees not occupying Company-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.)

The Company offers voluntary bus transportation at no cost to employees occupying Company-provided housing to the worksite and return on a daily basis. The Company may also offer voluntary transportation at no cost to employees who commute to work on a daily basis and employees who elect not to occupy the Company-provided housing from one or more pre-designated pick-up-points to and from the daily worksite.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (*i.e.*, inbound) and (b) from the place of employment (*i.e.*, outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside the normal commuting distance.

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.)* See Addendum C		
2. Telephone Number to Apply * +1 (760) 572-3290	3. Extension § N/A	4. Email Address to Apply * Carolinamejia@taproduce.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 §
Ponce	Carmen	A.
4. Title *		
Vice President & General Counsel, Labor		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	3/9/2023

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
	Work performed in California	$ 18 . 65	Hour	AEWR offered for work performed in California.
	Work performed in Arizona	$ 15 . 62	Hour	AEWR offered for work performed in Arizona.
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		
		$.		

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 §
Tanimura & Antle Onions, LLC	1104 Miller Road Bard, California 92222 IMPERIAL	Hiring and Initiation of Temporary Employment Office	4/24/2023	5/22/2023	80
Tanimura & Antle Onions, LLC	3032 South Araby Road Yuma, Arizona 85365 YUMA	Business Office	4/24/2023	5/22/2023	80
Tanimura & Antle Onions, LLC	Anderson Ranch: Lat: 32.763091, Long: -114.32647 Yuma, Arizona 85356 YUMA	Google Map Pin: https://goo.gl/maps/M7rWTFXybqT6WKhp7	4/24/2023	5/22/2023	80
Tanimura & Antle Onions, LLC	Anderson Ranch: Lat: 32.761495, Long; -114.32734 Yuma, Arizona 85356 YUMA	Google Map Pin: https://goo.gl/maps/YbucYH6SgxN3Pcqv7	4/24/2023	5/22/2023	80
Tanimura & Antle Onions, LLC	Anderson Ranch: Lat: 32.763187, Long: -114.32874 Yuma, Arizona 85356 YUMA	Google Map Pin: https://goo.gl/maps/AoKm22y1J6Xzxfx2A	4/24/2023	5/22/2023	80
Tanimura & Antle Onions, LLC	Kammann Ranch: Lat: 32.729861, Long: -114.29265 Yuma, Arizona 85356 YUMA	Google Map Pin: https://goo.gl/maps/KtXUPdUEQMKieUBA8	4/24/2023	5/22/2023	80
Tanimura & Antle Onions, LLC	Kammann Ranch: Lat: 32.727861, Long: -114.29011 Yuma, Arizona 85356 YUMA	Google Map Pin: https://goo.gl/maps/16fsjD3NkeQL9iEv6	4/24/2023	5/22/2023	80
Tanimura & Antle Onions, LLC	Kammann Ranch: Lat: 32.728108, Long: -114.29395 Yuma, Arizona 85356 YUMA	Google Map Pin: https://goo.gl/maps/dHfjG6BWDRq9n5CV9	4/24/2023	5/22/2023	80
Tanimura & Antle Onions, LLC	La Mesa Ranch: Lat: 32.683616, Long: -114.54285 Yuma, Arizona 85365 YUMA	Google Map Pin: https://goo.gl/maps/7NW7kWPgGScN3k8n8	4/24/2023	5/22/2023	80
Tanimura & Antle Onions, LLC	La Mesa Ranch: Lat: 32.680998, Long: -114.53977 Yuma, Arizona 85365 YUMA	Google Map Pin: https://goo.gl/maps/snA4Fj5vUy99SUsS9	4/24/2023	5/22/2023	80

D. Additional Housing Information

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 for heavy labor harvester of onions:

A member of an onion harvest crew must be able to perform all the responsibilities and general job specifications outlined below:

The employee must work as a member of an onion heavy labor harvest crew performing the following tasks in the harvesting of onions under the direction of a foreperson or supervisor. Employees shall work under close supervision of a crew leader and receive specific instructions on required tasks and results expected. Employees perform routine tasks that require a limited exercise of judgment that will build harvesting skills and efficiencies. Specifically, an employee:

Harvests all onions, meeting the specifications set forth by the supervisor for the onion crop being harvested, by selecting the size and quality of the onions to be harvested as specified by the supervisor. Walks, bends, sits, or kneels and grabs the product according to specifications of supervisor; trims the roots off the onion bulb, trims the stalks off the onion bulb, and places bulb in a designated bucket.

Hauls the full harvest buckets (25-35 lbs/bucket) to a bin area and has his buckets verified by a designated puncher. The harvester then dumps the contents of his/her bucket into the bin and returns to harvesting the product.

Cleans-up fields, which may consist of picking up trash, and any other weed or debris, etc. removing it from the field just before, during and after harvest as needed.

Provides regular, reliable, predictable attendance

Is responsible for sharpening scissors/shears with sharpening materials provided.

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*) *

Wage Deductions:

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 a dishonest or willful act, or the gross negligence of the employee; and deductions expressly authorized by the employee in writing (if any) (e.g., premiums for health insurance; early pay advances). No deductions except those required or permitted by law shall be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.

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*) *

General Specifications:

Employee must stand, sit, crouch, bend, reach, lift and carry items weighing up to 66 pounds in the course of performing required activities. Employees must listen to, understand, and follow instructions of Company row bosses, forepersons, supervisors and managers.

Employees are expected to assist in maintaining work areas and Company property in a neat and clean condition by not littering or in any deliberate way defacing Company property.

Rest and meal periods must be taken in the assigned area(s) for food safety reasons unless an off-site rest or meal period is elected by the employee.

Work is performed in open fields and may involve exposure to mud, dust, wind, heat, cold, and other natural elements. Temperatures can range from 30 degrees Fahrenheit to over 100 degrees Fahrenheit during the period of employment. Employees can be expected to start work as early as midnight due to hot weather.

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions

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

Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the Company or seeking a referral. Only employees meeting all the qualifications for employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to the Company.

Walk-in applicants should bring with them documentation of identity and employment eligibility, so that if an offer of employment is made, the required pre-employment paperwork can be completed. All domestic employee hiring will be done out of the Bard, California office. Telephone or in-person interviews shall be at no cost to applicants/employees; in other words, applicants/employees do not ever pay Tanimura & Antle or its agents to be interviewed or to secure a position with the Company. Walk-in applications and inquiries should be directed to:

Address:Tanimura & Antle Fresh Foods, Inc.

1104 Miller Road

P.O. Box 155

Bard, California 92222

Telephone: 760.572.3290

Hours:Monday Friday: 7:00 a.m. to 11:00 a.m. (Pacific Standard Time PST) until work begins (on or about April 24, 2023); 6:00 a.m. to 10:00 a.m. PST after work begins

Primary Contact:Carolina Mejia

Persons may also apply by writing or calling the Companys personnel office in Bard, California at 760.572.3290, or by contacting any state Job Service office and requesting a referral to the Company. Referring offices may also email applications to Carolina Mejia, email address: Carolinamejia@taproduce.com. Job Service personnel should make all referrals of qualified, eligible applicants to the Bard,

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 *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part II

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

Reasonable repair costs of damage, other than that caused by normal wear and tear, will be deducted from the earnings of employees found to have been responsible for willful or negligent damage to housing or furnishings. Tanimura shall not make any deduction from the wage or require any reimbursement from an employee for any breakage or damage to the housing or its contents, or for loss of equipment unless it can be shown that such breakage, damage or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.

Housing is offered to employees only. No housing will be provided to non-employees. Female employees will be offered housing with bedroom and bathroom facilities shared only with other female employees. Common areas of the housing may be shared with male employees.

Mail intended for employees should be addressed to the employee at the address of the housing assigned to the employee, or to the employee in care of Tanimura & Antle Fresh Foods, Inc., P.O. Box 155, Bard, California 92222. In case of emergency only, employees occupying Company-provided housing may be contacted by calling Tanimura & Antle Fresh Foods, Inc. at 760-572-3290 and leaving a message.

Family Housing:

As provided in the regulations, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Yuma County to provide family housing.

Employees eligible for Company-provided housing may elect to provide their own housing at the worker's expense. The employee's housing election is made during the hiring process and memorialized in writing either by the employee or by the Company pursuant to the employee/applicant's verbal communication of the same. Employees eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. Employees eligible for employer-provided housing who elect to provide their own housing may withdraw such election up to 50% of the employment period and upon doing so shall be provided housing by the employer as set forth in this Clearance Order. An employee who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.

f. Job Offer Information 6

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part III

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

The Company assumes no responsibility whatsoever for housing arranged by employees on their own. The Company shall not provide a housing allowance nor assistance to employees eligible for Company-provided housing who elect to provide their own housing. Employees who elect to provide their own housing will not be offered daily transportation to and from the worksite, the pre-designated pick-up points (if any), and/or transportation to and from shopping facilities, from their self-selected housing location. Such employees shall provide their own transportation to and from the worksite or decide to provide their own transportation to and from the pre-designated pick-up points to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working. As stated below, transportation provided by the Company from pre-designated pick-up points is purely voluntary to the employee and is provided at the Company's discretion, at no cost. No employee is required to ride on the Company bus. Employees electing to ride the Company bus should anticipate that their bus journey may include various stops (e.g., at pick-up points along the way-- stops at the main employee parking lot in Yuma, Arizona are customary for employees to transfer onto their designated crew buses, to pick up field equipment unable to be loaded earlier or for other justifiable reasons). Employees should know that pick-up times are selected so that employees are able to be picked-up and transported to the field to arrive by the scheduled start time when the payment of wages will normally commence.

No tenancy in Company-provided housing is created by the offer of Company-provided housing. The Company retains possession and control of the housing premises at all times. Employees housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.

In response to requests for more affordable housing by employees ineligible for the free Company-provided H-2A housing (e.g., because they live within the daily commuting distance of the job or perform jobs outside of the H-2A contract) or by those that elect not to reside in the free Company-provided H-2A housing (e.g., because they would like to live with a partner/spouse), the Company is considering facilitating the availability of a few rental units. If it does so, it would be in addition to all of the free housing the Company is required to procure and make available under this H-2A contract and rent would be required.

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 *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part I

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

The Company will offer housing, including maintenance and utilities, at no cost to employees recruited from beyond normal commuting distance who are unable to return to their place of residence on a daily basis. In the Yuma Imperial Region, approximately 85 miles from Yuma, Arizona is the DOL recognized and approved normal commuting distance for this area.

Housing is located in apartments with kitchens, which conform with DOL-mandated housing standards within applicable federal statutes, regulations and codes. The Company assures that all rental and/or public accommodations will meet local, state or federal standards. All of the housing is located in Yuma and Yuma County, Arizona. See below for a complete listing of the housing and the locations within the city and county of Yuma, Arizona. All housing units will be completely furnished by the Company to include kitchen supplies, beds, mattresses, bedding, pillows, associated linens and towels, lockable chest of drawers or upright metal clothes lockers. All housing units with full kitchens are furnished with cooking and eating utensils, plates, and other incidentals deemed appropriate by the Company in its sole discretion for those in its employee housing. All housing, with or without kitchens, will be provided where possible with sofas, couches, and televisions with stands. Laundry facilities including a drying area are available on-site with washbasins free-of-charge. Employees have the choice to use the coin-operated machines at their expense.

Employees shall be assigned housing in the following housing facility with kitchens, at the employer's discretion:

Aloha Apartments: 1090 S. 10th Ave., Yuma, AZ 85364 (36 units housing 155 individuals). Directions to housing: from US-95 via S Avenue B and W 16th Street - - Head north on S Avenue B toward W 25th Street (1.2 miles); Turn right onto W 16th Street (1.0 mile); Turn left onto S Avenue A (0.5 mile); Turn right onto W 12th Street (0.1 mile).

Company-provided housing shall be clean and in compliance with applicable housing standards when made available for occupancy and shall be maintained in compliance with applicable standards during the period of occupancy to the practicable extent.
Employees occupying Company-provided housing will be responsible for maintaining their living areas in a neat, clean manner in compliance with all applicable federal, state and or local agricultural housing regulations, and in compliance with the Company's "Housing Occupancy Rules," a copy of which shall be provided upon assignment to housing. Please see attached Housing Occupancy Rules. Failure to comply with these rules may result in disciplinary action, up to and including removal from the housing and termination of employment.

h. Job Offer Information 8

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring Instructions Part II

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

Foreign applicants may apply for employment at one of our five Processing Locations (as preferred and chosen by the individual applicant in Mexico) in: (1) Mante, Tamaulipas, (2) Guanajuato, Guanajuato, (3) Chihuahua, Chihuahua, (4) Oaxaca, Oaxaca, and (5) Culiacan, Sinaloa; (6) San Quintin, Baja California;. The applicant's chosen Processing Location is considered the place from which that applicant came to work for the Company (i.e., "Recruitment Location" for H-2A regulatory reference). Agro Facilitators, Inc. is the Company's only authorized processing agent in Mexico for foreign applicants. The Company does not actively engage in foreign recruitment as returning employees generally fill open positions. As with domestic applicants, foreign applicants may apply for employment in person at our U.S. location or at the above-referenced Processing Locations in Mexico, or by telephone at 011.52.831.239.6428. If an application for employment has been accepted after completion of the Company's recruitment process (e.g., completion and submission of application, viewing of job to be done, post interview) and a conditional offer of employment has been made to a potential non-U.S. worker, at the election of the potential non-U.S. worker, online visa applications may be completed either at the Processing Location as defined herein, or at any other location(s) chosen by the potential non-U.S. worker. (Note: Employment offers outside the U.S. are conditional until the relevant visa is issued and the applicant clears inspection at the port of entry to the United States, and successfully completes an I-9.). If a potential non-U.S. worker voluntarily chooses to complete the online visa application at any of the Processing Locations identified above, the Company will not pay or reimburse for travel expenses, including transportation or subsistence, incurred by the potential non-U.S. employee for travel to and from the non-U.S. employees' place of residence to and from the applicant's Processing Location.

Collect calls are not accepted by the Company. Those interested in contacting the Company with questions or to request an employment application should call the Company's Office in Bard, California at 760.572.3290.

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

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

For employees who complete 50 percent of the work period and live outside of the normal commuting distance, the Company will reimburse the employee for costs incurred by the employee for transportation and reasonable subsistence from the place from which the employee came to work for the Company (i.e., the Recruitment Location) to the place of employment. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.

Notwithstanding the foregoing language regarding reimbursement of inbound transportation at the 50% mark, the employer shall reimburse inbound transportation and subsistence and visa costs before the end of the first workweek, if required by law (e.g., Fair Labor Standards Act and applicable case law; for example, if an employee (U.S. domestic or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)

For U.S. Employees (i.e., those that are eligible and authorized to work in the United States without needing to obtain a special work visa, regardless of living in the United States or elsewhere), the Recruitment Location will be from the location in which the employee was first hired (e.g., home, unemployment office, Bard office, or other specified recruitment location at the time of hire). For U.S. employees that continue to work the season with the Company in its various geographic locations, the costs shall be reimbursed from the last work location to the next work location. Employees with a Recruitment Location in Bard or other location within normal commuting distance from Yuma, Arizona, shall be ineligible for any reimbursements for travel or subsistence.

For Non-U.S. Employees (i.e., those that require an H-2A Visa to work for the Company in the United States), the foreign hiring process is inherently different due to the requisite visa application requirements. Consequently, the Recruitment Location for Non-U.S. employees shall be one of five Processing Locations in Mexico chosen by the applicant in: (a) Mante, Tamaulipas; (b) Guanajuato, Guanajuato; (c) Chihuahua, Chihuahua; (d) Oaxaca, Oaxaca; (e) Culiacan, Sinaloa; (f) San Quintin, Baja California; and (g) Tijuana, Baja California. For returning Non-U.S. Employees, it shall be the employee's initial Processing Location unless the employee has moved closer and communicated that information to the Company in writing, in which case the closer address shall be the recruitment location for that individual. Absent such a written communication, the Recruitment Location shall never be the foreign employee's home address. Non-US employees can expect to receive calls to their home from Agro Facilitators, Inc. (i.e., the Company's only authorized processing agent in Mexico) located at one of the Company's Processing Locations identified herein to notify foreign applicants they are hired and this call does not alter the designated Recruitment/ Processing Location for purposes of reimbursement.

j. Job Offer Information 10

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation & Subsistance Information Part II

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

Inbound: The Employer will provide bus transportation or rent a car for the workers to travel from the place of recruitment to the border, at no charge to the workers. Then the Employer will provide a bus for the workers to travel from the border to the place of employment, at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite.

Outbound: The Employer will provide a bus for the workers to travel from the place of employment to the Border. The Employer will also provide transportation for the workers to travel from the place of employment back to the place of recruitment, at no charge to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.

Subsistence shall be reimbursed at the rate of $15.46 per day without documentation of actual expenditures incurred, and at actual cost up to a maximum of $59.00 per day (subject to the minimum amount for 2023) with documentation of actual expenditures, unless otherwise amended by law to be a different amount. The amount of reimbursement for transportation shall be the worker's actual cost, but not more that the most economical and reasonable common carrier transportation charges for the distance involved.

If the worker completes the period of employment, the Company shall provide or pay for the worker's transportation and subsistence from the place of employment to the place from which the worker came to work for the Company (i.e., the employee's personally elected Processing Location). Return transportation shall not be provided to employees who voluntarily abandon employment before the end of the employment period or who are terminated for cause. For the purposes of this paragraph, the "period of employment" shall be the period from the first workday the worker is at the Company's worksite and is ready, willing, able and eligible to work, until the anticipated ending day of employment set forth in this contract, or until the services of the worker are no longer required, whichever comes first.

The Company shall offer transportation, at no cost to employees occupying Company provided housing, to the worksite and return on a daily basis only for occupants of Company provided housing. Such transportation shall be in accordance with applicable laws and regulations. The use of this transportation is voluntary. No worker shall be required, as a condition of employment, to utilize the transportation offered by the Company.

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 *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation & Subsistance Information Part III

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

If a sufficient number of able, willing, qualified and eligible employees are available in a single facility at the same time to come to work for the Company from a location beyond normal commuting distance, the Company may arrange transportation and subsistence at the most economical rate attainable for such employees. Such transportation shall be at the employees' expense. The cost of inbound transportation and subsistence shall be reimbursed as set forth in this Clearance Order.

In the event of termination for medical reasons occurring after arrival on the job as a result of employment, or in the event of termination resulting from an Act of God, the Company shall provide or pay reasonable costs of return transportation and subsistence to the employee's chosen Processing Location and reimburse the employee for reasonable costs of transportation and subsistence incurred by the employee to get to the place of employment.

In the event of the death of an employee during the time the employee is employed under this contract, the employee's remains shall be returned to the employee's permanent home at no cost to the employee or the employee's family.

It is not the prevailing practice to advance subsistence from the place of recruitment/ processing to the place of employment, so no such advances shall be issued.

Outreach employees shall have reasonable access to the employee in the conduct of their outreach activities pursuant to 20 CFR 653.107.

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

l. Job Offer Information 12

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

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

H-2A employees must depart the United States at the completion of the work contract period. If registration upon departure is required, the Company shall notify such H-2A employees of the required departure registration and the place and manner of such registration.

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 *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - ARRIVAL/DEPARTURE RECORDS:

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

Employees allow the employer and/or the employer's agents to access Arrival/Departure Records (Form I-94) issued electronically by Customs and Border Protection.

n. Job Offer Information 14

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

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

All transportation to and from the daily worksite, when offered, is solely for the convenience of the employees, and no employee is required to use such transportation. Employees are free to provide their own transportation to and from the daily worksite.

The workers will be transported in the following vehicles: in one of 4 Blue Bird buses, each having a capacity to carry 48 passengers, plus the driver. Total Capacity: 196. Workers are picked up at the housing location, and designated pick-up points, and transported to the worksite. At the end of the workday the workers are transported from the worksite to the housing location or drop-off points.

If the employee has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses. The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need.

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

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements Part I

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

Employees should come prepared with appropriate clean clothing and footwear for the environmental and working conditions described.

The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and/or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Employees are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.

Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the harvesting operation dictate. Employees must perform the assigned work, and work at the assigned field site and workstation, and may not switch assignments or work stations without the specific authorization of a Company supervisor. Employees may be re-assigned to a different workstation at various times during the workday and/or on different days.

Tanimura & Antle endeavors to produce a premium product. This is a demanding, competitive business. High quality product is expected and demanded by our customers. Sloppy or improper work, or work resulting in damage to the fresh produce, cannot and will not be tolerated.

p. Job Offer Information 16

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Terms and Conditions of Employment Part I

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

Additional Terms and Conditions of Employment

All safety rules, good agricultural practices, and instructions must be meticulously observed throughout the workday. All Tanimura & Antle rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work, which includes a Dispute Resolution Agreement (DRA) outlining procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters; the DRA will be provided to employees with a copy of the H-2A Contract/Clearance Order. The DRA does not preclude the Employee from filing claims with the America's Job Center of California offices (AJCCs) under the Employment Services Complaint System. Every employee exercising rights under the law or under the DRA is protected from retaliation from any member of the Company's management team (e.g., for filing any administrative claim such as through the AJCCs or pursuing a claim through arbitration, regardless of the outcome). In furtherance of our goal to be more environmentally conscientious, returning employees (both foreign and domestic) will only be issued new and updated policies since their last employment date, although all legally required documents will be provided. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.

No persons conducting activities prohibited by law are permitted on Company premises, worksites or housing. No non-employees will be permitted at the worksites or on Company property without the permission of the Company, unless otherwise expressly authorized by law (e.g., in compliance with access rules as prescribed by the applicable National Labor Relations Act, Arizona Agricultural Protection Act) or as otherwise authorized by the Housing Occupancy Rules. Importantly, no non-working children may be present at or adjacent to the worksite, or left in vehicles at or adjacent to the worksite, or in Company provided housing during the workday or past curfew hours designated in the Housing Occupancy Rules and applicable regulations. Employees arriving to work with non-working children or other non-employees will be sent home.

Employees must not report for work, enter the worksite, or perform service while under the influence of or having used alcohol, marijuana or marijuana derivative containing THC, or any illegal controlled substance. Employees must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the employee to submit to a drug/alcohol test, post-hire, at the Company's expense, upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers.)

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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Terms and Conditions of Employment Part II

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

The Company will provide tools and equipment necessary to perform all required tasks at no cost to the employee. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, repair, replacement and or loss of equipment, unless such shortage, breakage, repair, replacement or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.

Employees will be expected to comply with all provisions of this Clearance Order and the Company's work rules, policies and procedures, and to perform any and all assigned tasks in a work-person-like and efficient manner. Failure to do so will subject the employee to the Company's disciplinary procedures.

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Terminations

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

TERMINATIONS: Employees may be terminated with notification to the Department of Labor if the employee: (a) refuses without justifiable reason to perform work for which the worker was recruited and hired; (b) refuses to follow housing rules; (c) commits serious acts of misconduct; (d) malingers or otherwise refuses to work in accordance with directions or is otherwise obviously unqualified to perform the job; (e) is physically able but does not demonstrate the willingness to perform the work necessary; (f) is unable to perform at the same level of production as other employees performing the same task; (g) is disrespectful to co-employees or members of management; or (h) has other job-related issues.

Any unexcused absence of the employee will be considered a job-related reason for disciplinary action and five (5) consecutive unexcused absences from work shall be considered an automatic abandonment of employment and/or grounds for termination of employment with no rehire opportunity.

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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TRAINING AND PRODUCTION STANDARDS:

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

TRAINING: The Company shall provide approximately 1 hour of initial training generally conducted in Bard, California and up to 4 more hours of in-depth training for new hires once crews are well established throughout the season as crops and job duties vary. All time in training is paid at the Guaranteed Hourly Wage (GHW). Employees shall be provided with up to 3 days (i.e., a total of three days - called the “break-in” period) to reach the production standards of the activity.

PRODUCTION STANDARDS: Employees are expected to work at 85% of the crew average as measured by the standards set out on the Productions Standards by Commodity attachment and as set out as follows.

Employees have training and a break-in period and must meet 85% of the crew rate, which is 30, 5-gallon buckets per hour. Each bucket weighs 33 pounds. There is no “low peak” period in this short harvest contract.

Production Standard by Commodity:

Description: Onion Harvest; Position: Onion Harvest/Clipper; Total 5 Gallon Buckets per Hour: 4,620.0; Number of Employees: 132.0; Buckets per Employee per Hour: 35.0; Number of Pounds per Employee: 1,155.0.

H-2A Employee Minimum Production Requirements (85%):

Description: Onion Harvest; Position: Onion Harvest/Clipper; Total 5 Gallon Buckets per Hour: 3,960.0; Number of Employees: 132.0; Buckets per Employee per Hour: 30.0; Number of Pounds per Employee: 990.0.

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - COVID19 Precautions

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

WORKING DURING THE COVID-19 PANDEMIC: Employees shall receive training on COVID-19 to understand the virus (e.g., signs and symptoms), how it spreads and the measures to take to enhance one’s protection, including but not limited to: washing hands frequently for at least 20 seconds with warm soapy water; not touching ones mouth, nose or eyes with unclean hands; maintaining respiratory hygiene (coughing into one’s elbow or inside one’s clothes); maintaining social distancing of six feet whenever practicable (especially during rest and meal periods); not sharing food or utensils; not coming to work if sick; and not coming to work with a temperature above normal range (e.g., 100.4ºF or higher). Employees will be educated about what the Company is doing to provide a safe work environment (e.g., changes in operations, increased hand washing facilities and hand sanitizer stations, barriers between employees while working and during transport).

Depending on community spread and federal, state and local guidance and mandates, employees should expect to have their temperature taken and to answer COVID-19 inquiries at work daily at the start of the work shift. All employees will be encouraged to monitor themselves for COVID-19 symptoms. Those taking the free and voluntary transportation may also have their temperature taken and hands sanitized as a condition of being permitted to ride the bus. There shall be no compensation for the temperature checking and hand sanitizing required as a condition of taking the free and voluntary transportation. By contrast, temperature checks taken at the start of the work shift shall be compensated. Should an employee become ill or develop a temperature of 100.4F during the workday, the employee shall be sent home or to a medical provider as necessary and desired by the sick employee. Cost-free testing for COVID-19 may be made available. Any available paid sick leave may be used for COVID-19 reasons. We ask all employees to help us monitor our work environment and we welcome the reporting without fear of retaliation of any concern or recommendation on how to improve the safety of our workplace for everyone’s wellbeing.

The Company shall make surgical masks available upon request and shall provide replacement masks whenever a mask is soiled or wet.

Failure to follow safety protocols or refusing to answer COVID-19 questions or to have one’s temperature taken at work as deemed necessary may lead to disciplinary action up to and including the termination of employment due to the serious safety concerns with containing this deadly virus. Information about the pandemic continues to evolve. Employees should expect the Company’s practices to evolve accordingly with guidance from the Centers for Disease Control, OSHA, state and local health authorities.

COVID-19 Testing: To the extent COVID-19 testing is available, employees should expect to be tested as needed in compliance with employer safety measures (e.g., to ensure a safe living, work, and transportation environment). Employees coming from Mexico under the H-2A program should expect COVID-19 testing prior to crossing the US border and prior to being assigned employee housing.

COVID-19 Vaccinations: All employees must attest to their vaccination status. All vaccinated employees should be prepared to show proof of vaccination. Those unvaccinated for COVID-19 may, upon voluntary consent, be vaccinated cost-

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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

The anticipated workweek (Sunday through Saturday) is an average of 35 hours per week, consisting of an average of 6 hours per day, Monday through Friday, and 5 hours on Saturday, with the possibility of working on Sunday. All employees must be available for overtime.

Starting and quitting times vary, ranging from 1:00 a.m. to 3:00 p.m., depending on the weather, availability of product to harvest, and orders for that day. The workday end time will vary and is based on the start time with an average of 5 total hours of work offered per day (e.g., If employees start at 7:00 a.m., they shall generally end their work day at 1:30 p.m.; If employees start at 8:00 a.m., they shall generally end their work day at 2:30 p.m.), Monday through Saturday.

Employees shall be assigned a specific work schedule daily at the sole discretion of the Company. Work schedule assignments may change at the sole discretion of the Company. The start time of rest and meal periods, when provided, should be expected to vary from one day to the next, and to be staggered accordingly whenever possible within the business needs of the day.

Employees shall receive a 10-minute paid rest period for every 4 hours of work, and a 30-minute unpaid meal period. On workdays of 5 hours or less, no meal period is provided. If work is to be completed within 6 hours, the employee and the Company may mutually agree to waive the 30-minute meal period to shorten the workday.

Employees are free to leave the premises during a scheduled rest or meal period so long as they return to work by the end of the rest or meal period.

Employees must refrain from performing any work for Tanimura before or after the scheduled workday, during scheduled rest and meal periods, and at home after the completion of the workday. If for some reason work was performed before or after work, during any portion of the scheduled rest or meal periods provided or at home as defined above, employees have a duty to notify management for immediate corrective action to be taken.

All employees not occupying Company-provided housing must provide the Company with contact information before the employee commences employment. This contact information is used to notify the employee not to report to work due to inclement weather or when work is not available or to notify employees of any change in the employee's daily schedule, or for any other justifiable reason. The Company also provides a toll-free call-in number (800-340-5729) to report absences or delays in arrival or to check on the availability of work or changed start times. Employees are to call the office two hours before their scheduled workday when unforeseeable Acts of God (e.g., ice, rain, earthquakes, wind storm, etc.) occur to check on a possible change in work schedule.

v. Job Offer Information 22

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

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

WAGE OFFER

Payment of Wages: Employees shall be paid on a weekly basis by check and/or direct deposit, whichever they choose. Payday is Friday of the week following the end of the payroll period (Sunday through Saturday of the proceeding week). Paychecks shall be given to supervisors to distribute to the crew forepersons. The crew foreperson shall then deliver the check directly to the employee. Employees who chose to have their check deposited directly into a bank account shall receive a remittance advice form with the same detail provided as if they were receiving a live check. Photo identification may be required to receive a live paycheck. In the event it is necessary for someone other than the employee to pick up the employee's paycheck in the possession of the Company, an authorization for the individual to pick up the employee's paycheck must be signed by the worker and approved by the payroll office.

Wage: Employees shall be guaranteed not less than the higher of the Adverse Effect Wage Rate (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 performing any tasks listed on the job order. The Company shall pay employees the required wage for work performed in Arizona ($15.62 per regular hour) and California ($18.65 per regular hour of training time in California) as the respective AEWR or prevailing minimum hourly wage (in effect at the time work is done) dictate; hereinafter referred to as the Guaranteed Hourly Wage rate (GHW). The Company assures that the required wage (highest applicable prevailing wage or AEWR) rate shall be paid to the employees at the time that work is performed and during the entire period of the work contract for hours worked. For the purpose of calculating voluntary benefits for non-worked hours (e.g., holiday pay, bereavement leave and jury duty pay), paycheck and earning records will reflect payment at a base hourly wage (BHW) of $15.62. The Company reserves the right to be more generous in practice with its wages than its commitments herein.

Incentive Pay: The Company is an hourly based employer. Pay is not promised on a piece rate basis (e.g., a guaranteed fixed sum payment per item produced) but rather on a guaranteed hourly wage (GHW).

Collective Bargaining Agreement: As of the date of filing this Clearance Order, the Company has no collective bargaining agreement in place and has no employees represented by any labor union. As such, there are no agreed upon wages to consider under an applicable collective bargaining agreement.

Overtime: All work will take place in Arizona. No overtime hours are currently expected to be worked. Arizona does not require overtime pay and none should be expected. The Company does not commit to paying overtime hours.

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

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - 1st Workweek Guarantee and 3/4 Guarantee

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

1st Workweek Guarantee: The Company may require State Workforce Agency (order-holding office) referred employees to perform alternative work if this guarantee is invoked. Alternative work may include any available work (e.g., weeding with a long-handled hoe, removal of debris, sweeping, housing assistance, painting, general clean-up, etc.). The hourly rate for purposes of the first work-week guarantee is $15.62 since work begins in Arizona.

If the employee 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 of ETA-790, the employee shall be disqualified from this assurance.

Guarantee: For the purposes of this guarantee, a workday shall mean 6 hours, Monday through Friday, and 5 hours on Saturday, and shall exclude Sunday and federal holidays. For purposes of the guarantee, the guaranteed wage rate will be the higher of the AEWR applicable to Arizona (e.g., $15.62/hr.), or the applicable prevailing wage in Arizona (e.g., $13.85 - Arizona's Minimum Hourly Wage), the state in which the work would have been performed at the during the contract period.

If the Company fails to offer the employee the amount of work required under the guarantee, the Company shall pay the employee the amount the employee would have earned had the employee worked for the guaranteed number of workdays. In determining whether this guarantee of employment has been met, the Company shall count all hours of work actually performed (including hours over 6 (inclusive of paid rest periods), Monday through Friday, and over 5 on Saturday, and all hours worked on Sundays and federal holidays), all additional hours paid and not worked (e.g., Company recognized holidays and sick leave), all discretionary monies paid over and above what is legally required (e.g., BHW payments above the GHW such as any Group Production Incentive Bonus, End of Season Incentive Bonus, Service Bonus any overtime (if any) paid for Arizona hours, holiday pay above the stated amount), and any hours of work offered which the employee fails to work -- provided such hours offered are not worked and are shown on the employee's pay-stub.

The Company will satisfy the 75% guarantee when the total earnings and all discretionary monies as described above equal or exceed the total pay required by multiplying the total hours guaranteed times the Arizona AEWR or the applicable prevailing wage in Arizona, whichever is higher.

If the employee voluntarily abandons employment before the end of the period of employment, or is terminated for justifiable reason, the employee is not entitled to the guarantee set forth above.

x. Job Offer Information 24

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

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

Other Leaves and Paid Holidays:

1.Bereavement Leave

a)The Company provides up to 3 days of bereavement leave to make funeral arrangements and to attend the funeral of a member of the immediate family (father, mother, child, brother, sister, husband or wife, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother or grandchildren).

b)Employees with Seasonal Employee or Annual Employee status are eligible to receive up to 3 days' pay in connection with bereavement leave. The pay is based on what the employee would have earned had he or she been working (up to a maximum of 6 hours at the BHW); provided and to the extent that the day(s) on which bereavement leave was taken fall within the regular scheduled workweek, one day additional leave and pay shall be given if travel of more than 300 miles one-way is required. If more time is required, it must be arranged by way of a Company approved unpaid leave of absence, that leave of absence will be unpaid. The Company requires a death certificate or other evidence of death.

2.Jury and Witness Duty Leave

a)All qualified employees who provide reasonable notice to their supervisor may be excused to serve on jury duty or as a witness in a legal proceeding. If work time remains after any day of jury selection or jury or witness duty, employees are expected to return to work for the remainder of the workday. Employees who have Seasonal Employee or Annual Employee status and have worked at least 5 days during the 2 weeks preceding the week in which the employee performs jury or witness duty service, will be eligible to receive jury or witness duty pay in connection with such civil service. An eligible employee will be paid jury or witness duty pay for any days of work missed because of performing such service, except in a legal proceeding between the employee and the Company, up to a maximum of 5 days unless otherwise authorized by the Company, at the BHW.

b)Jury or witness duty pay shall be computed at the employee's BHW for the hours he or she would have been paid up to 6 hours had the employee worked for the Company for each day (or portion thereof) of such service. Any mileage allowance, jury or witness fee, etc., paid by the court for these services, are to be retained by the employee. Employees eligible for jury or witness duty pay must submit to the Company a copy of the summons, subpoena, or other court document which compels the employee to appear for jury or witness duty as soon as it is received. Proof of service may be required to be submitted to the Company upon completing jury or witness duty.

c)Jury duty or witness pay will not be paid if the employee or any member of his/her immediate family is on trial.

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

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Holiday Information Continued and Employee Stock Ownership Program

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

3.Holidays

a) The Company observes six paid holidays per year. The holidays will be Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's Day.

Eligibility for holiday pay begins after completion of the introductory period of employment by a New Hire employee. The introductory period shall consist of no less than 30 calendar days of employment with the Company.

To be eligible for holiday pay, an employee must: (a) not be an intern, (b) work if scheduled to work on the day the holiday is observed, and (c) work the scheduled workdays both immediately before and after the holiday, unless a scheduled vacation or authorized absence is approved in advance by the employee's supervisor. An authorized absence generally consists of an absence of up to 5-calendar days following the paid holiday unless otherwise approved by the Company. Note: Employees out sick before, after or during the recognized holiday (if work is performed on the holiday) may be eligible for paid sick leave pursuant to Company policy but not holiday pay.

Holiday pay for eligible employees shall be 6 hours at the employee's BHW.

An employee required to work on the day a paid holiday is observed, shall receive 1-1/2 times his or her BHW, plus holiday pay as defined in Paragraph III.a.3, above.

Only one over-time premium shall be paid for hours worked on a holiday at the applicable BHW.

Holidays may be observed on the day on which they fall, including Saturdays and Sundays unless the Company elects to recognize the preceding Friday or Monday in lieu of weekend holiday observances. For example, if Christmas lands on a Sunday, the Company may observe Christmas on Sunday and pay each eligible non-exempt employee 6 hours at the employee's base hourly wage (BHW) for that day. Please note, however, that the 6 hours of holiday pay are not considered in an overtime premium computation for the week in which it is paid. Only hours actually worked are counted towards an overtime premium computation.

z. Job Offer Information 26

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Workers Compensation Information and Unemployment Insurance Tax

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

Workers' Compensation:

All employees are covered by Workers' Compensation Insurance in accordance with Arizona and California law. This insurance covers injury or disease arising out of and or in the course of employment. The Company assures that its Workers' Compensation Insurance will remain valid throughout the H-2A contract period.

The Company's insurance coverage is provided by ACE American Insurance Co. The policy number is: WLRC68931496 – CA and AZ. The Policy is effective beginning 07/01/2022 and expires 07/01/2023.

The Company further assures that employees may be put on modified/light duty as a result of a work-related injury or illness. Modified/light duty activities shall be provided in accordance with the employee's capacity based on the restrictions set by the treating medical facility in compliance with state law.

Unemployment Insurance Tax:

The Company is subject to payment of unemployment insurance taxes (if applicable) as provided by federal and Arizona law with respect to the employment covered by this Contract.

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

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

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

The Company's local offices closest to the employees who will work the fall/winter harvest season subject to this application are: 3032 South Araby Road, Yuma, Arizona 85365 and 1104 Miller Road, Bard, California 92222. The Company has offices locally available in order to conduct its business in those areas for the fall/winter season. It has had local regional offices available for over 35 years.

. Job Offer Information 28

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

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

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