*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 * Agricultural Equipment Operators (Tractors)

| 2. Workers Needed * | a. Total | b. H-2A Workers | Period of Intended Employment | |
|---|---|---|---|---|
| | 5 | 2 | 3. First Date * 4/25/2023 | 4. Last Date * 11/10/2023 |

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)* *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 40 | **a. Total Hours** | 8 | c. Monday | 8 | e. Wednesday | 8 | g. Friday |
| 0 | b. Sunday | 8 | d. Tuesday | 8 | f. Thursday | 0 | h. Saturday |

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 3 : 30 ☐ AM ☑ PM

**Temporary Agricultural Services and Wage Offer Information**

8a. Job Duties - Description of the specific services or labor to be performed. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*
See Addendum C

| 8b. Wage Offer * | 8c. Per * | 8d. Piece Rate Offer § | 8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information § |
|---|---|---|---|
| $ 19 . 65 | ☑ HOUR ☐ MONTH | $ 90 . 00 | Employer may choose to pay piece rate to vineyard workers during harvest. If so, employer will pay a piece rate for wine grapes harvest at a rate of $90.00 per ton (size of tub is 40 pounds) per worker, but no less than the offered wage of $19.65/hour. |

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-300-23056-803661 Case Status: Full Certification Determination Date: 03/31/2023 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. * 1

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 45 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 *
Chianti Road – Home Ranch A: 24035 Chianti Road

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Cloverdale | California | 95425 | Sonoma |

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

See Addendum C

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 *
La Hacienda, 24096 Geyserville Ave

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Cloverdale | California | 95425 | Sonoma |

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

7. Total Units * 11

8. Total Occupancy * 37

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

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

Housing is dormitory style with kitchen facilities, including stoves, refrigerators and sinks with storage. Housing has kitchen facilities with 2 stoves and 2 commercial refrigerators. 2 bathrooms with sinks, 2 toilets, and 2 showers each. 2 washers and 2 dryers on site. 11 bedrooms for a total of 37 beds. Each worker will be provided with their own bed.

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

**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Kitchens, utilities and cooking and eating utensils will be provided at no cost to occupants of Company-provided housing. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the Company-provided housing facilities. No kitchen facilities or meals are provided to workers not occupying Company-provided housing. The Employer will provide access to groceries.

| | | | |
|---|---|---|---|
| 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.)*

Company van or personal vehicles. Employer will offer transportation at no cost to workers from the Company-provided housing to the worksite at the beginning of the workday and from the worksite to the housing location at the end of the workday on a daily basis.

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.)*

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

| | | | |
|---|---|---|---|
| 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.)*

Seghesio Family Vineyards Referral Contact: Anna Martinez, Phone: (707) 260-0543; email: HR@crimsonwinegroup.com; 5901 Silverado Trail, Napa, CA 94558. All referrals from the State Workforce Agencies must be sent to the employer by telephone or email and must include referral contact name, phone number, and email address, if an email address is available. In person or phone contact may be made Monday through Wednesday, between the hours of 9:00 a.m. to 4:00 p.m. Directions to our facilities are listed above. The SWA should fax/email applicant information between the timeframe indicated and call back shortly after in order to give the employer time to review the application. Telephone or in-person interviews will be at no cost to the workers.

Once the referring local office sends the contact information and online application by fax or email, the employer will review the application and will contact the applicant for a phone screening if the applicant meets the work experience requirement. Orientation is on the first day of work which workers are required to attend.

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

| 2. Telephone Number to Apply * | 3. Extension § | 4. Email Address to Apply * |
|---|---|---|
| +1 (707) 260-0543 | N/A | HR@crimsonwinegroup.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 § |
|---|---|---|
| Martinez | Anna | |
| 4. Title * | | |
| Human Resources Business Partner | | |

| 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.**

## 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 § |
|---|---|---|---|---|---|
| Pine Ridge Winery LLC dba Seghesio Family Vineyards | Chianti Road – Home Ranch A: 24035 Chianti Road<br>Cloverdale, California 95425<br>SONOMA | | 4/25/2023 | 11/10/2023 | 2 |
| Pine Ridge Winery LLC dba Seghesio Family Vineyards | 4146 Dry Creek Road<br>Healdsburg, California 95448<br>SONOMA | | 4/25/2023 | 11/10/2023 | 2 |
| Pine Ridge Winery LLC dba Seghesio Family Vineyards | 654 Foreman Lane<br>Healdsburg, California 95448<br>SONOMA | | 4/25/2023 | 11/10/2023 | 2 |
| Pine Ridge Winery LLC dba Seghesio Family Vineyards | 29533 River Road<br>Cloverdale, California 95425<br>SONOMA | | 4/25/2023 | 11/10/2023 | 2 |
| Pine Ridge Winery LLC dba Seghesio Family Vineyards | 24517 Chianti Road<br>Cloverdale, California 95425<br>SONOMA | | 4/25/2023 | 11/10/2023 | 2 |
| Pine Ridge Winery LLC dba Seghesio Family Vineyards | 24054 Geyserville Avenue<br>Cloverdale, California 95425<br>SONOMA | | 4/25/2023 | 11/10/2023 | 2 |
| Pine Ridge Winery LLC dba Seghesio Family Vineyards | 21420 River Road<br>Geyserville, California 95441<br>SONOMA | | 4/25/2023 | 11/10/2023 | 2 |
| Pine Ridge Winery LLC dba Seghesio Family Vineyards | 2801 Piner Road<br>Santa Rosa, California 95401<br>SONOMA | | 4/25/2023 | 11/10/2023 | 2 |
| | | | | | |
| | | | | | |

## D. Additional Housing Information

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

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

| 1. Type of Housing * | 2. Physical Location * | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Inspection Entity * |
|---|---|---|---|---|---|
| ☑ Employer-provided<br>☐ Rental or public accommodations | The Walnut House, 24054 Geyserville Ave. Cloverdale, California 95425 SONOMA | Housing is dormitory style with kitchen facilities, including stoves, refrigerators and sinks with storage. Housing has kitchen facilities with 1 stoves and 1 refrigerator. 1 bathroom with sinks, 1 toilets, and 1 showers each. 1 washers and 1 dryers on site. 3 bedrooms for a total of 7 beds. Each worker will be provided with their own bed. | 3 | 7 | ☐ Local authority<br>☑ SWA<br>☑ Other State authority<br>☐ Federal authority<br>☐ Other _____ |
| ☑ Employer-provided<br>☐ Rental or public accommodations | Persimmon House, 14782 Grove Street, Healdsburg, California 95448 SONOMA | Housing is a single-family home with 3 bedrooms, a kitchen, including stoves, refrigerator and sinks with storage. Housing has kitchen facilities with 1 stove, and 1 commercial refrigerator. 2 bathrooms with a sink, a toilet, and a shower each. 1 washer and 1 dryer on site. Three bedrooms for a total of 11 beds. Each worker will be provided with their own bed. | 3 | 11 | ☐ Local authority<br>☑ SWA<br>☑ Other State authority<br>☐ Federal authority<br>☐ Other _____ |
| ☐ Employer-provided<br>☐ Rental or public accommodations | | | | | ☐ Local authority<br>☐ SWA<br>☐ Other State authority<br>☐ Federal authority<br>☐ Other _____ |
| ☐ Employer-provided<br>☐ Rental or public accommodations | | | | | ☐ Local authority<br>☐ SWA<br>☐ Other State authority<br>☐ Federal authority<br>☐ Other _____ |
| ☐ Employer-provided<br>☐ Rental or public accommodations | | | | | ☐ Local authority<br>☐ SWA<br>☐ Other State authority<br>☐ Federal authority<br>☐ Other _____ |

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



H-2A Case Number: H-300-23056-803661 Case Status: Full Certification Determination Date: 03/31/2023 Validity Period: _____ to _____

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

*a. Job Offer Information 1*

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

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

Agricultural Equipment Operators (Tractors):

Drive and control farm equipment to till soil and to plant, cultivate, and harvest crops. Work on grape crop, including heavy equipment operations, frost protection, and general viticulture work. Requires the ability to communicate effectively. Under limited supervision performs various assigned task to include irrigation, frost protection, and bud grafting. Employer will provide training to perform all duties. Will drive tractor and/or trucks to accomplish various vineyard cultural practices, such as disking, weeding, and weed spraying. Demonstrating and achieve highest skill level in completing tedious, advanced and complicated tasks requiring considerable judgment, independent analysis and detailed knowledge of the position and procedures. Responsible for cleaning equipment, adjusting, repairing, and servicing equipment as needed. Observe and listen to machinery operation to detect equipment malfunctions. Duties will include irrigation installation and operation. Moving equipment and supplies such as bathrooms from worksite to worksite. Fruit delivery to the winery. Work on vineyard development and landscape maintenance. Perform other vineyard worker responsibilities as assigned.
Work on grape crop, including vine suckering, vine planting, grafting, leaf removal, early season crop removal, move wires, canopy work, trellis system installation & repairs, maintenance of fencing surrounding fields, vine staking, drip system installation & repair, picking, weed removal, with long handled hoe, pruning, vineyard layout, root picking and harvest.

Quality Control workers are responsible for counting tubs, reviewing the quality of the grapes in the tub and removing grapes from the tubs that are not up to the quality standards.

Works as a member of a crew, or individually performing moderately complex tasks that require limited judgment. Use standard tools such as pruning shears, rakes, long handled hoes and shovels. Workers may occasionally and/or sporadically perform duties associated with and directly related to wine grape field and harvest work including but not limited to packing, closing/stacking boxes in and around the vineyard, and clean-up functions in and around the vineyard. Such work will be temporary and insubstantial agricultural labor.

*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*) *

Authorized 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 the worker (if any) - the employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable, and deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.

**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*) *

Specific Job Requirements: Must have 1-month work experience working with wine grapes in vineyards, including pre-harvest wine-grape work and 3 months tractor driving experience. Workers must be able to lift 45 lbs. frequently. No smoking, drinking, or illegal weapons or controlled substances in the fields or in housing. Cannot be color blind due to the need to distinguish colors of crops. Able to stoop, bend, and work in cold and wet conditions. Able to use tools such as pruning shears, grape knives, hand saws, weed eaters, hedgers, shovels. Workers may use chains saws. Safety use and training provided by employer.

*d. Job Offer Information 4*

| 1. Section/Item Number * | C.6 | 2. Name of Section or Category of Material Term or Condition * | Additional Place of Employment Information |
|---|---|---|---|

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

Seghesio Family Vineyards is a fixed-site grower which owns and controls its work sites (listed below) and all agricultural commodities produced at such sites. Seghesio Family Vineyards is not a Farm Labor Contractor.

Corporate address: 5901 Silverado Trail, Napa, CA 94558

Work will be performed at the listed locations in Sonoma County

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

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

*e. Job Offer Information 5*

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

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

Work will take place at all worksites from April 25, 2023 through November 10, 2023.

Wine grape-harvest work will take place at all worksites when the crops are ready for harvest, usually sometime in August, through late-September/early October.

*f. Job Offer Information 6*

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

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

The normal work week is 8 hours per day, Monday through Friday, 7:00 a.m. to 3:30 p.m. (40 hours per week). Saturday work may be requested, 6:30 a.m. to 10:30 a.m. The worker may be requested, but not required, to work on Sundays depending upon the conditions in the fields, weather and maturity of the crop. Unpaid lunch breaks are 30 minutes with two (2) paid 10-minute breaks a day. The work day start and end times may vary depending on weather conditions and other factors. Workers are notified of any change in the start time.

This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. This is not “day work”. Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action.

All workers not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information will be used to notify the worker not to report to work due to inclement weather or when work is not available or to notify the worker of any change in the worker’s daily work schedule, or for any other reason.

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

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

*g. Job Offer Information 7*

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

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

Pay Periods, Earnings Records and Workers Compensation: Payroll Periods will be bi-weekly. Workers will be paid bi-weekly (every other week) for the prior two week's work by check or direct deposit. Payday is on Friday.

All employees are covered by workers compensation insurance in accordance with California law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period.

A workers' compensation and employers liability insurance policy is held by Crimson Wine Group, LTD covering the Workers Compensation Law of the State of California. Insurance coverage is provided by CompWest Insurance Company. The policy number is: WCV5901061. The Policy is effective beginning July 21, 2022 and Pine Ridge will timely renew.

Name and address of policyholder:

Crimson Wine Group, Ltd., Pine Ridge Winery, LLC

dba Seghesio Family Vineyards

5901 Silverado Trail

Napa, CA 94558-9417

Person(s) and phone numbers(s) of person(s) to be notified to file claim:

Anna Martinez

*h. Job Offer Information 8*

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

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

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

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

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

*i. Job Offer Information 9*

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

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

The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct or fails to follow company rules set forth in the Employee Contract and/or Housing Contract; or (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable. Workers who fail to properly perform the job duties after a reasonable period of on-the-job training may be terminated for cause.

In the event of termination for medical reasons occurring after the arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment from the place of recruitment. Subsistence will be reimbursed at the rate of $15.46 per day without documentation and of actual expenditures, and at actual cost up to a maximum of $59.00 per day with documentation of actual expenditures.

*j. Job Offer Information 10*

| 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 employer will provide a 1-day training session from each worker's initial date of employment and workers will be allowed 7 days (break-in period) from the initial date of employment to reach the production standards of the activity.

PRODUCTION STANDARDS: After completion of the training (1 day) and break-in period (7 days), workers will be expected to meet the following production standards: Each worker will be required to work at a normal work pace and keep up with the rest of the crew. It is expected that workers will work at least at a production rate of 85-90% of the crew pace. Further, during harvest, workers must pick seven 40-lb boxes of grapes in one hour.

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

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

*k. Job Offer Information 11*

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

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

H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily.

*l. Job Offer Information 12*

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - COVID-19 PRECAUTIONS: |
|---|---|---|---|

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

All federal, state and local COVID 19 requirements and guidelines will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination.

Weekly transport into town for shopping will be subject to approval by the local public health departments COVID 19 requirements and are subject to change per federal, state, and local COVID 19 guidelines.

Employer complies with California's non-emergency COVID-19 prevention regulations, effective February 3, 2023, and related guidance.

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

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

*m. Job Offer Information 13*

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

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

Offered Wage: Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will pay Agricultural Equipment Operators (Tractors) the offered wage of $19.65/hour. Higher or different wage rates may apply during contract period based on market conditions and/or crop/job activity, but no less than $19.65 per hour (unless the wage methodology changes by government or legal action). Employer may choose to pay piece rate to vineyard workers during harvest. If so, employer will pay a piece rate for wine grapes harvest at a rate of $90.00 per ton (size of tub is 40 pounds) per worker, but no less than the offered wage of $19.65/hour. We estimate that the hourly equivalent when paid a piece rate is at a minimum of $19.66/hour and up to $19.00 through $29.00 or higher, depending on harvest production and commodity. This piece rate applies during harvest only, early to mid-August through end of the contract. The estimated hourly rate during piece rate pay is not guaranteed and varies by individual, weather, and crop variety and quality.

Non harvest work activities, including Quality Control workers, (i.e., non-picking) are paid hourly at the offered wage of $19.65 and are not paid a piece rate.

If a prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, (i) The worker's pay must be supplemented at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked.

Overtime wage rate: One and one-half times the offered wage ($19.65 per hour, unless rescinded by court order or other action) is $29.48 per hour and $39.30 for double time: i.e. double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) consecutive day of work in the workweek.

Sick Leave: The employer has a written Paid Sick Leave Policy that employees may be eligible for. Sick leave may be available to full-time and part-time employees and is also based on the date of hire and number of days worked in California during a given calendar year.

*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*) *

Workers living in Company provided housing will be provided free transportation from their housing locations to the worksite at the beginning of the workday and again from the worksite to their housing locations at the end of the workday. The employer-owned vehicles the workers will be transported in are: 1 7-person van. The workers will also be transported in 20 employee-owned 4-person sedans; the employees owning these sedans will receive mileage reimbursement each pay period. Total Capacity: 87 workers. The Company may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary and workers are free to use their own transportation. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Employer. Workers are free to provide their own transportation to and from the daily work site.

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

**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 * | 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 employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis.

Housing is offered to workers only. No housing will be provided to non-workers. Housing will be clean and meet applicable Federal Housing Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor). Failure to comply with these rules may result in disciplinary action, up to and including removal from the housing and termination of employment.

Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee. If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer. Common areas of the housing may be shared with male workers.

*p. Job Offer Information 16*

| 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*) *

Family Housing:

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

Workers may be reached at the following address and phone numbers:

Hacienda

Address: 24096 Geyserville Ave., Cloverdale, CA 95425

Phone: 707-857-9901 (pay phone is available on site)

The Walnut

Address: 24054 Geyserville Ave., Cloverdale, CA 95425

Phone: 707-857-1844 (pay phone is available on site)

Persimmon House

Address: 14782 Grove Street, Healdsburg, CA 95448

Phone: 707-433-3579 (pay phone is available on site)

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

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

Inbound: Employees in the H-2A program (U.S. corresponding workers who are unable to return to their permanent place of residence on a daily basis and H-2A workers) are reimbursed for travel and food expenses incurred from the place of recruitment to the final job destination. The employer will provide bus transportation from the place of recruitment, which, for H-2A workers, is Michoacan, Mexico and Mexico City, Mexico to the place of employment at no cost to the employee. 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.For all workers who complete 50 percent of the work period, the Company will reimburse the U.S. and H-2A workers for costs incurred by the workers for transportation and reasonable subsistence from the place from which the worker has come to work for the employer which is the place of recruitment as defined above.

Notwithstanding the language in the preceding paragraph regarding the timing of reimbursement, (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence, and visa costs for H-2A workers, before the end of the first week, if required by law. (For example, if employees pay for inbound transportation or subsistence, or any part thereof, if such cost results in a wage during the first work week that is below the required wage, the employer will reimburse the employee for such costs before then end of the first work week.)

Outbound: If workers complete the period of employment, the company will provide or pay for the workers transportation and subsistence from the place of employment to the place from which the worker came to work for the Company which is the place of recruitment. The employer will provide bus transportation back to the place of recruitment from the place of employment, at no cost to the employee. 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.

For workers who complete 50 percent of the work period, the Employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the Company to the place of employment which is the place of recruitment as defined above. Subsistence will be reimbursed at the rate of $15.46 per day without documentation and of actual expenditures, and at actual cost up to a maximum of $59.00 per day with documentation of actual expenditures. 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.

*r. Job Offer Information 18*

| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - CA Tax ID: |
|---|---|---|---|

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

CA Tax ID: 316-09159

**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 * | 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*) *

Work is performed outdoors in open fields and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal field environment. Temperatures can range from 20 degrees F to over 100 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.

This work may entail exposure to plant pollens, insects and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times. Workers must listen to, understand and follow instructions of company supervisors and managers.

Workers are expected to assist in maintaining work areas and company property in a neat and clean condition by not littering. Lunch must be eaten in the assigned area(s) away from the employee's work station.

Workers will be expected to comply with all provisions of this Clearance Order and the employer's work rules and policies, and to perform any and all assigned tasks in a workmanlike and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures.

All safety rules and instructions must be meticulously observed throughout the work day. All Seghesio Family Vineyards rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with Company policies and/or meet expectations will result in application of specified disciplinary procedures, up to and including termination.

*t. Job Offer Information 20*

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

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

Employees must not report for work, enter the work site or perform service while under the influence of or having used alcohol or any illegal controlled substance under both Federal and California laws. Employees must not report for work, or perform service, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The employer may require the worker to submit to a drug test at the employer's expense upon the occurrence of a reportable accident or upon reasonable suspicion.

All drug screens are applied uniformly to all potential employees and are post-offer and at the employer's expense. No worker will be rejected for employment due to the results of the drug screen unless the reason is for job related reasons.

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