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

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

A. Job Offer Information

1. Job Title * Field Worker

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	77	67	3. First Date * 5/15/2023	4. Last Date * 8/20/2023

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

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

35	**a. Total Hours**	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	0	h. Saturday

7. Hourly Work Schedule *
a. 6 : 00 ☑ AM ☐ PM
b. 1 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 16 . 34	☑ 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-300-23075-855879 Case Status: Full Certification Determination Date: 04/12/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

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

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

3. Training: number of months required. * 0

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

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☑ d. Drug screen
☑ e. Lifting requirement 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 *
Ranch 7: County Road 56, County Road F

2. City *	3. State *	4. Postal Code *	5. County *
Center	Colorado	81125	Rio Grande

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

Work will be performed in fields in and around Rio Grande County, Colorado and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the work will be completed at the following locations which are owned or operated by Southern Colorado Farms, LLC, Grower Contact and phone number: Amy Kunugi 719-754-2940

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 *
1075 South Wills Street

2. City *	3. State *	4. Postal Code *	5. County *
Center	Colorado	81125	Rio Grande

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

7. Total Units * 1

8. Total Occupancy * 254

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)* *

It is a camp dormitory-style housing with a total of 254 beds available. Bathrooms are available and the total number of flushing toilets throughout the property is 10, with 6 urinals, and 46 showers. Free laundry is available throughout the housing property. recreation room, and area on the property as well.

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 provide all workers living at employer-provided housing with 3 meals a day, by Leonardo's Restaurant, Manuel Cerna, (307) 371-5368. A deduction of $15.46 per day (or higher when the Department of Labor publishes the new maximum meal deduction rate or DOL approves a higher meal charge for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing. No rebate will be made if a worker fails to take advantage of an employer-prepared meal. Breakfast will be served in the housing location before the workers head out for work. Mealtimes may vary by the needs of the employees' work schedules. Breakfast and dinner will be served at the housing location and lunch will either be provided for the employees at breakfast or delivered to the worksite. The company will pay the caterer directly.

2. The employer: *	☐ **WILL NOT** charge workers for meals.		
	☑ **WILL** charge each worker for meals at	$ 15 . 46	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Company will offer voluntary transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its discretion, also offer voluntary 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.

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 Return 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.)* See Addendum C		
2. Telephone Number to Apply * +1 (831) 755-7077	3. Extension § N/A	4. Email Address to Apply * jobs@agsocio.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 §
Rogers	Matthew	
4. Title *		
General Manager		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	3/30/2023

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 §
Southern Colorado Farms, LLC	Ranch 7: County Road 56, County Road F Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 8: County Road 57, County Road F Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 9: County Road 56, County Road F Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 10: County Road 57, County Road F Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 11: County Road 56, County Road G Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 12: County Road 57, County Road G Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 13: County Road 54, County Road C Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 14: County Road 55, County Road C Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 15: County Road 54, County Road D Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 16: County Road 55, County Road D Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67

D. Additional Housing Information

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Southern Colorado Farms, LLC	Ranch 17: County Road 54, County Road D Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 18: County Road 55, County Road D Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 19: County Road 54, County Road E Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 20: County Road 55, County Road E Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 21: County Road 49, County Road D Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 22: County Road 49, County Road D Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 35: County Road 52, County Road B Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 36: County Road 52, County Road B Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 37: County Road 52, County Road B Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 38: County Road 53, County Road B Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67

D. Additional Housing Information

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Southern Colorado Farms, LLC	Ranch 54: County Road 48, County Road B Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 61: County Road 49, County Road 10N Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 65: County Road 51, County Road 11N Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 67: County Road 48, County Road 10N Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ranch 72: County Road 51, HWY 112 Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	SCF Yard Beets: 54501 County Rd C Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Skyview C: 51 N Torres St Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Skyline P: 55 N Torres St Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Nature Fresh S: 2588 County Road 49 Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67
Southern Colorado Farms, LLC	Ellithorpe S: County Road 54, County Road C Center, Colorado 81125 RIO GRANDE		5/15/2023	8/20/2023	67

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*) *

General Farm Workers to perform the following duties:

Head (Iceberg) Lettuce Harvesters – Lettuce harvest workers work as members of a harvest crew and perform the following tasks: thinning, cleaning, general labor and harvest of lettuce by walking in assigned furrows behind a harvesting machine platform or harvesting machine, selecting size and quality of lettuce to be harvested as specified by supervisor. Bends and grasps selected lettuce and cuts it from the roots using a harvesting knife. Trims outer leaves from the head and cores it with the coring knife. Worker inspects the head lettuce for defects. Worker places head lettuce onto the belt. The process is repeated. The cored lettuce is then carried down the belt to be dropped in a bin where workers inspect quality, core, remove loose leaves, and sort bin to capacity. Worker discards lettuce that does not meet specified quality standards. Place trimmed lettuce meeting quality standards as directed by supervisor.Bins are constructed and sorted directly on the trailer on a pallet by workers. Workers stand on trailer's platform placing bags in bins and directing product from belts into bins until fill. Workers check quality, close bags, and place tarps over filled bins. Workers label and mark cartons, totes, or bins as required. Harvested product is immediately mechanically cooled and workers may close bins to prepare harvested and cooled product for transport off farm. Bins may weigh up to 50 lbs. empty. Pallets may weight up to 95 lbs. empty and are carried by two workers.

Romaine Lettuce Harvesters – Lettuce harvest workers work as members of a harvest crew and perform the following tasks: thinning, cleaning and general labor and harvest of lettuce. Workers may cut, bag, pack, and/or load romaine lettuce in the field. Cutting is done by walking in uneven furrows behind a harvesting platform machine or belt. Under the direction of the field supervisor, worker determine size and quality of the product to be harvested. Using a harvesting hand knife and bending at the waist, the worker cuts the head from the roots and trims the outer leaves from the head to prepare it to be packed into a carton, tote, or bin. The worker places the product on a table for the packer to tie, spot wash, wrap, seal and/or place into a carton, tote or dump onto belt. Worker discards lettuce that does not meet specified quality standards. Workers place trimmed lettuce meeting quality standards as directed by supervisor.The cartons or totes for the product are constructed by unfolding and bending the material as designed to form a box. Workers stand on trailer's platform placing bags in bins and directing product from belts into bins until fill. Workers check quality, close bags, and place tarps over filled bins. Workers label and mark cartons, totes, or bins as required. The process is repeated. The cartons, totes or bins are then stacked onto pallets on the deck of the harvester or trailer. Bins may weigh up to 50 lbs. empty. Pallets may weight up to 95 lbs. empty and are carried by two workers. Harvested product is immediately mechanically cooled and workers may close bins to prepare harvested and cooled product for transport off farm.

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/tools; housing or furnishings (beyond normal wear and tear) caused by the worker (if any)-The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; and deductions expressly authorized by the worker in writing (if any). 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*) *

Job Requirements:

Minimum Job Qualifications: Three months experience vegetable harvest and row crop cleaning

Work is performed in open fields and may involve exposure to mud, dust, wind, heat, cold, and other natural elements. Temperatures can range from 30 degrees Fahrenheit to over 100 degrees Fahrenheit during the period of employment. Workers should come prepared with appropriate clothing and footwear for the environmental and working conditions described. Requirements: 3-month row crop cleaning experience and harvesting experience to avoid crop damage and personal injury. Written verification of experience is required. Must be able to use shears, clippers, hoe, and other agricultural tools, no smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work fields. Ability to understand English or Spanish is required for training and safety purposes. Workers must be able to physically perform the work stated herein

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 employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who are available at the time and place needed should be referred to the employer.

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

Walk-in applications will be accepted at:

235 Natividad Rd, Salinas, CA 93906

AgSocio Referral Contact: Goretti V. Calvo or Jose Vazquez, 831-755-7077, email address: jobs@agsocio.com. In person or call-ins: Contact hours are Tuesday through Thursday between 11:00 a.m. and 2:00 p.m. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. All referrals from State Workforce Agencies must be sent to the employer by telephone or email and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.

Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) required by law.

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*) *

Employer will be working at all locations simultaneously throughout the contract period: May 15, 2023 through August 20, 2023.

f. Job Offer Information 6

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*) *

TERMINATIONS: The employer may terminate the worker 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; (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; or (d) violation of company policies.

All employees must respect and follow company policies including any new or changed policies which may be communicated to workers during the course of the season. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality.

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 - COVID-19 Precautions

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

COVID-19 PRECAUTIONS:

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

h. Job Offer Information 8

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

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

Leafy Green Harvesters – Leafy green / vegetable harvest workers work as members of a harvest crew and perform the following tasks: Workers manually cut leafy greens by walking in uneven furrows behind a harvesting machine. Under the direction of the field Supervisors, the worker determines the size and weight of the leafy green crop to be harvested and using a harvesting knife, the worker bends at the waist and cuts the plant from its roots. Worker may then trim outer leaves and may also core it until desired size or weight is reached depending on the specifications. Employee inspects the leafy green crop for defects. Employee places harvested crop onto a table on the harvest machine. Workers spray leafy green with a water solution and pack it into a cone, bag, RPC, or carton depending on the specifications.

Mechanical Vegetable Harvest – Mechanical vegetable harvest workers work as members of a harvest crew. Under the direction of the supervisors or crew boss, a General Labor field worker walks in uneven furrows in front ofthe machinecleaning out beds to ensure quality of product. Workers stand on top of a machine and / or trailers and sort machine-harvested product for quality and debris as it falls into totes, bins, cartons, or large field trailers. Other workers may rideon trailer next to harvest machine assembling totes, bins or cartons. Tractor drivers and machine operators runequipment such as tractors, harvestmachinery and forklifts. Other workers may receive full totes, bins, or cartons from harvest machine and stack and secure onpallets of finished product. Workers may stand on the platforms of trailers or harvest machines and fill up totes, cartons, or bins with harvested product. Product may be moved to a trailer and stacked before being transported out the field. Product may be sorted or graded for quality or size in field or at nearby shed before completing the harvest process. Process is repeated.

Farm and Harvest Equipment Cleaning and Preparation Workers – Workers wash farm and harvest equipment with water to remove dirt and debris. Workers may apply soap and chlorine to equipment to disinfect. Workers may maintain written or digital logs of cleaning work performed. Workers may run / ride machines on farm parcels to keep the belts clean. Workers may also fill equipment with fuel, oil, water, etc so equipment may be used as designed and specified. Workers may sharpen or maintain tools like hoes, knives, and other tools or equipment. This work is performed on agriculture property parcels.

Agricultural Equipment Operators – Workers operate agricultural equipment including tractors, forklifts, and harvest machines. Duties may include: rinsing and inspecting equipment before, during, and after shift; Operating equipment during harvest or other farming activities; Opening and closing the machine and taking extensions in and out; driving machines onto transporting dolly or trailers to be moved to other fields; under the direction of the field Supervisor, workers manipulate knob, levers, and wheels at operation station to manage speed, direction, and function of the equipment; fills water solution from storage tanks to tractor tanks for operation in the field; transports trailers from fields to yards and tarps loads.

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 - Payday and Workers Compensation Information

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

Payday: Workers will be paid on a weekly basis by check. Payday is Thursday of the week following the end of the payroll period.

Worker's Compensation: All employees are covered by workers' compensation insurance in accordance with Colorado 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 are held by JVKS Harvest Solutions, LLC dba AgSocio covering the Workers Compensation Law of the State of Colorado. Insurance coverage is provided by Star Insurance Company. The policy number is: WC 0872795. The Policy is effective beginning 03/10/2023 and expires 03/10/2024.

Name and address of policyholder:

JVKS Harvest Solutions, LLC dba AgSocio

PO Box 3708

Salinas, CA 93912

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

Goretti Calvo

Phone (831) 755-7079

Deadline for filing claim:

24 Hours or as soon as possible

j. Job Offer Information 10

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 7 hours per day (35 hours per week), Monday through Friday. Saturday work may be requested. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays.

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

The normal work hours are 6:00 a.m. to 1:30 p.m. but may start or end earlier or later depending on the time of year, hours of daylight, weather, and production requirements. An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid 10-minute work breaks are provided. Workers are notified of any change in the start time.

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

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 - 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 the hourly rate of $16.34 per hour (unless the wage methodology is changed by government or legal action). Higher or different wage rates may apply during the contract period based on market conditions and/or crop/job activity, but no less than $16.34 per hour (unless the wage methodology is changed by government or legal action).

If the prevailing wage or AEWR increases during the contract period, the employer will pay any higher rate after publication or 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.
Overtime: Workers will be paid overtime after 60 hours per week for work performed in Colorado.

Overtime wage rate: One and one-half times the required wage for work performed in Colorado ($16.34 per hour, unless rescinded by court order or other action) is $24.51.

Employer will abide by all of Colorado's agricultural laws to include Senate Bill 21-087 ("SB87") and theOvertimeand Minimum Pay Standards Order (COMPS order) #38.

l. Job Offer Information 12

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

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

Crew Boss/Row Lead - Assist with pre-harvest process and audits. Checks crew's quality of work and product's quality. Helps coordinate daily production and work. The Row Boss/Crew Lead reports to the Field Supervisor and does not manage other employees.

Crew Safety Lead – For majority of their time, work as a member of a harvest crew. Replaces workers who need to leave the field during harvest for any reason including bathroom or hydration breaks. Under the direction of the field Supervisor, oversees safety during machine and tractor exiting or entering fields or making turns.
Row Crop Vegetable Weeding – Workers walk in uneven furrows. Under the direction of the field supervisor, field workers look for weeds around crops and in between product seed lines and use a long handle tool to clean out unwanted vegetative growth or other debris. The worker cleans the lot for any unwanted leaves or debris on the beds and seed lines and may pack material into bags and remove it from the field as instructed by field supervisor.
Row Crop Vegetable Thinning – Workers walk in uneven furrows. Under the direction of the field supervisor, field workers look for the specified gap between seeds, and using a long-handled tool thins out any excess crop/seeds and/or weeds on the seed line and leaves the desired product and gap in the field. The worker cleans the lot for any unwanted weeds on the beds and seed lines and may pack material into bags and remove it from the field as instructed by field supervisor.
Row Crop Vegetable Hand "Manual" Cleaning – Workers walk in uneven furrows. Under the direction of the field supervisor and in compliance with all local regulations, field workers look for weeds around crops and in between product seedlings and have to bend and/or be on their knees to manually clean out unwanted products. The worker uses their hands or a short tool to clean the lot for any unwanted weeds on the beds and seedlings and may pack material into bags and remove it from the field as instructed by field supervisor.
Housing Support Worker – Under direction of a supervisor, the housing support worker keeps H-2A housing facility clean, supplied, and compliant with company policy and relevant laws. Cleans kitchens, bathrooms, common areas, outside areas, and other parts of housing facilities. Distributes all required supplies as instructed by supervisor. Ensures vehicle gates are opened and closed at appropriate times and other basic policies are followed.

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 - Additional Job Duties Part III

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

Van Driver – Workers may drive a van or passenger vehicle to pick workers up from housing locations or other pickup points and transport them to / from / between worksites during the day. Worker also works in crew as a regular member of the crew during the day. In order to drive a vehicle, workers must possess a valid driver's license and must register voluntarily with the US Department of Labor as an FLCe with driver authorization. All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a driver's license (DL) and register as an FLCE driver on a voluntary basis. The DL and FLCe Certificate are not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a DL or FLCe Certificate at the time of application and/or hiring. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to obtain a DL or FLCe Certificate.

Product Sampling – Workers enter fields of planted crops and pull samples of crops in quantities and locations as directed by a field supervisor. Samples are prepped, bagged, and labeled according to instructions. Workers add and remove plastic flags from fields to indicate sampling status as directed by supervisor. Workers manage inventory of materials and notify supervisors when replacements are needed.

Machine Transplant – Workers ride on the transplanting machine platform and/or walk on uneven furrows behind a transplanting machine. As the machine moves, the workers working on the machine platform manually load trays of product into the transplanting machine to be inserted automatically by the machine into the soil. As the machine moves forward, under the direction of the field supervisor, other workers walk behind the machine on uneven furrows and carry trays of product. As workers walk, they look for gaps not filled in by the transplanting machine. If there are gaps or product not transplanted correctly by the machine, the worker manually grabs the product from tray, the workers then bend at the waist and inserts (plants) in the soil using a trowel to make a hole.

Hand Transplant – Workers walk on uneven furrows and at direction of a field supervisor use a shovel to gently remove plants from one part of the field and carry and replant them in another part of the field to even out a planting in case of seed failure, uneven planting, weather event, or other reason.

n. Job Offer Information 14

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 AND PRODUCTION STANDARDS:

Training will be provided in the field by foremen during the first week of an employee's work. Workers will be provided a 5-day training or break-in period after which they must demonstrate the ability to perform the job duties defined herein. (Workers must reach productions standards by the 10th day.)

However, the employer has determined to the best of its ability the following minimum production standard:

Romaine Hearts (Harvest): 6 - 8 boxes.
Romaine/Mix (Harvest): 9 - 13.5 boxes.
Iceberg (Harvest): 6 - 7.96 boxes.
Row Crop (Weeding): .75 - 1.25 acres per person per hour

Bin dimensions: 46 x 38 x 41 5/8
Box dimension: 23.25 X 15.25 X 11.9375

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 II

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

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

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

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

p. 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 I

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

The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillowcases), 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.

Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor).

Family housing:

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

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

ADDRESS: P.O. Box 3708, Salinas, CA 93912

PHONE: (831) 755-7077

Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above.

Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.

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 Job Requirements Part II

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

Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictate. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations. Specifically, workers will be expected to perform any and all of the listed tasks assigned to the worker in a professional and efficient manner while maintaining the work pace of the crew. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times.

Instructions and general supervision will be provided by a designated crew leader or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times. All workers will be evaluated by their supervisor(s) after seven days of work with respect to factors such as ability to maintain sufficient pace and similar factors. Workers whose job performance is sloppy, inconsistent, inefficient, or improper may be terminated for cause.

All safety rules and instructions must be meticulously observed throughout the workday. All 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. All Food Safety rules must be adhered to, including the wearing of, but not limited to, hairnets, beard nets, plastic gloves, aprons, sleeves. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.

No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the work site or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.

r. Job Offer Information 18

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

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

Workers may not report for work, enter the work site, or perform services while under the influence of or having used alcohol or any illegal controlled substance. The possession or use of illegal drugs or any alcohol on any work site, or property of the employer is prohibited and will be cause for termination and/or suspension. The possession or use of illegal drugs at housing site is prohibited and will be cause for termination and/or suspension. Workers must comply with all Company housing rules. Workers must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as drivers of forklift, tractor, van or other vehicles). Drug tests are random, post-hire, and at no expense to the employee

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*) *

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

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

Workers will be expected to comply with all provisions of this Clearance Order and the Company's work rules, policies and procedures, and to perform any and all assigned tasks in a work-person- like and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. Southern Colorado Farms endeavors to produce a premium product. This is a demanding, competitive business. A high-quality product is expected and demanded by our customers. Sloppy or improper work cannot and will not be tolerated.

All safety rules and instructions must be meticulously observed throughout the workday. All Southern Colorado Farms 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.

No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no nonworking children may be present at or adjacent to the worksite or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.

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. 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 Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers).

t. Job Offer Information 20

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

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

The employer will reimburse its workers for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment.

Inbound: 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.

Transportation is arranged by the employer from the place of recruitment to the border. The Employer will provide bus transportation from the point of entry (i.e. San Ysidro International Border) to the worksite, at no cost to the employee. After the contract has finished, the Employer will provide bus transportation to the Inbound employee back to the place of recruitment (i.e.Cd. Morelos, Baja California, Mexico) at no cost to the worker.

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. For H2A workers, the Employer will provide bus transportation to the employee back to the place of recruitment (i.e.Cd. Morelos, Baja California, Mexico) after the contract is finished at no cost to the worker.

For workers who complete 50 percent of the work period, the Company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the Company which is the place of recruitment as defined above. 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.

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.

JVKS Harvest Solutions, LLC dba AgSocio will use Cierto Global for all recruitment and transportation procedures.

Notwithstanding the language herein (i.e. reimbursement of inbound transportation and substance and visa cost at the 50% mark), the employer will reimburse inbound transportation, subsistence and/or visa costs before the end of the first week, if required by law (i.e. if such costs, if deducted from the employees pay would reduce the wage to below the required wage).

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 *	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 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. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.

v. Job Offer Information 22

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

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

Such transportation may include buses (driven by domestic workers and not part of the H-2A job duties), vans, and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use.

The employee-owned or rented vehicles that will be used daily are: 3 buses (2, 37- seaters, and 41-seater) and 6 vans (15-seaters). Total capacity: 205. Workers are picked up at the housing location and designated pick-up locations and transported to the worksite. At the end of the workday the workers are transported from the worksite to the housing location. The pick-up and drop-off schedule varies based on work start and end times as stated in this job order. Workers are advised in advance of pick-up times.

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 *	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 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.

x. Job Offer Information 24

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.