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 Workers, Ag. Equip. Operators, and Sanitation Workers

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	139	138	3. First Date * 7/1/2023	4. Last Date * 10/9/2023

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

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

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

7. Hourly Work Schedule *
a. 5 : 00 ☑ AM ☐ PM
b. 11 : 30 ☑ AM ☐ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 18 . 65	☑ HOUR ☐ MONTH	$ 00 . 00	N/A

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-300-23120-978374 Case Status: Full Certification Determination Date: 06/29/2023 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 60 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 *
Tres Picos RanchS. Stanislaus Ave. and West Mount Whitney Ave.

2. City *	3. State *	4. Postal Code *	5. County *
Cantua Creek	California	93608	Fresno

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

From I-5, take Exit 349, head on the ramp right and follow signs for Derrick Ave, turn left onto CA-33/ S Derrick Ave, turn right onto W Harlan Ave, keep right to get onto S Stanislaus Ave and W Mount Whitney Ave.

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 *
Cambridge Inn Motel, 100 Cambridge Ave.

2. City *	3. State *	4. Postal Code *	5. County *
Coalinga	California	93210	Fresno

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

7. Total Units * 12

8. Total Occupancy * 46

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)* *

Directions

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.)

The Employer will provide all workers living at The Granada Camp, 36853 Granada St. Huron, CA 93234, with 3 meals a day, 7 days per week, at a reasonable cost not to exceed $15.46 for three meals per day (or higher when/if the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request). The employer will use catering services provided by Taqueria La Esquinita for workers occupying employer-provided housing at The Granada Camp and will pay Taqueria La Esquinita directly for the three served meals each day. The contact person for La Esquinta is Erica Garcia, and he can be reached at 559-763-6060.

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

F. Transportation and Daily Subsistence

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

See Addendum C

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

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.

Continued...

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) 784-1453	3. Extension § 130	4. Email Address to Apply * lsaldana@foothillpacking.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 §
Erickson	Bob	
4. Title *		
VP/General Manager		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	5/17/2023

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 §
Dulcinea Farms	Double D Farms Ranch; Sutter Rd and Jayne Ave Coalinga, California 93210 FRESNO	From Us-101 S take Exit 273, head right on the ramp for CA-198 toward Coalinga/ San Lucas, turn right onto CA-33/E Polk St, continue on Jayne Ave, ranch is located west of Sutter Rd and south of Jayne Ave.	7/1/2023	10/9/2023	138
Dulcinea Farms	Lassen Ranch; S Howard Ave and Chandler Ave Huron, California 93234 FRESNO	From I-5, take Exit 337, head right on the ramp for CA-33 South toward Coalinga, turn left onto CA-33/CA-145/ Fresno Coalinga Rd, continue on CA-145/Fresno Coalinga Rd, bear right onto W Oakland Ave, in between Ford Ave on the north side and Chandler Ave on the south.	7/1/2023	10/9/2023	138
Dulcinea Farms	Coalinga Highway Ranch; Hwy 198 and Bishop Ave Huron, California 93234 FRESNO	From I-5, take Exit 337, head right on the ramp for CA-33 South toward Coalinga, turn left onto CA-33/CA-145/ Fresno Coalinga Rd, continue on CA-145/Fresno Coalinga Rd, bear right onto W Oakland Ave, turn right on Lassen Ave, south of state highway 198, S. Howard Avenue borders it on the west, Bishop Ave borders it on the east.	7/1/2023	10/9/2023	138
Dulcinea Farms	Oakland Ranch; El Dorado Ave and Oakland Ave Huron, California 93234 FRESNO	From I-5, take Exit 337, head right on the ramp for CA-33 South toward Coalinga, turn left onto CA-33/CA-145/ Fresno Coalinga Rd, continue on CA-145/Fresno Coalinga Rd, bear right onto W Oakland Ave, between El Dorado Ave. and Oakland Ave on the southeast corner of highway 145.	7/1/2023	10/9/2023	138
Dulcinea Farms	Dresich Ranches; 36.136365,-120.154162 Huron, California 93210 FRESNO	NONE	7/1/2023	10/9/2023	138
Dulcinea Farms	Harris Ranch 33T; 36.6355875,-120.2391986 Tranquility, California 93668 FRESNO	NONE	7/1/2023	10/9/2023	138
Dulcinea Farms	Harris Ranch 34N; 36.3126513,-120.2166791 Coalinga, California 93210 FRESNO	NONE	7/1/2023	10/9/2023	138
Dulcinea Farms	Harris Ranch P42; 36.6173702-120.235235 Tranquility, California 93668 FRESNO	NONE	7/1/2023	10/9/2023	138
Dulcinea Farms	Harris Ranch 27N44; 36.3273015-120.2149008 Huron, California 93210 FRESNO	NONE	7/1/2023	10/9/2023	138

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 ☑ Rental or public accommodations	Lodge House Inn - 801 E. San Joaquin Street Avenal, California 93204 KINGS		23	92	☑ Local authority ☑ SWA ❑ Other State authority ☑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____

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

H-2A Case Number: H-300-23120-978374 Case Status: Full Certification Determination Date: 06/29/2023 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*) *

Mini Watermelon and Melon-Field harvest workers must be able to walk in uneven rows, and identify ripened fruit through various techniques, such as color, striping, shape as directed by Supervisors. The worker would then use a knife to cut ripe watermelons/melons off the vine. Workers then place the fruit on packing machine while walking on uneven rows through the fields. Workers on top of the packing machine will then identify size, and pack in a box, bag, tote, or bin. Workers will construct containers, whether boxes, baskets, or bins. Workers will then place fruit in the container, and then label each fruit with a sticker that identifies the commodity. After fruit is stickered, a divider will be placed inside boxes. Boxes sized will then either be stacked on pallets on a field trailer, or put into a bin, and marked according by size and information pertaining to the crew and location.

Regular Seedless Watermelon: Field harvest workers must be able to walk in uneven rows, identify ripe fruit, and use a knife to cut ripe watermelons off the vine. Worker will then move fruit into furrow/row. Worker will perform bulk loading by forming part of an assembly line, in which the first worker bends down picks up the watermelon and it is passed on to consecutive workers by passing, catching, lifting, until it reaches the worker on the trailer. Workers on the trailer then load the fruit into bulk containers, which are transported to a packing site.

Workers must have the required physical strength and endurance to repeat the process rapidly and skillfully involved in this type of work. Workers will perform prolonged walking, bending, stooping. reaching, pushing, pulling, lifting, and carrying 0-60 lbs. The worker must be able to work outside for 6 hours per day in hot conditions, with temperatures reaching into the 100-degree range.

Agricultural Equipment Operators are responsible for setting up, maintaining, and inspecting equipment prior to the start of the day. Workers will assist in preparing harvest machines for immediate field operation, or movement to a new location. Workers will operate tractors, tractor drawn machinery and harvest machines to harvest crops. Will operate tractors and harvesters through the furrows, towing loaded trailers on and off the field harvested area. They are also responsible for the following day, such as the setup of the tractors and harvesters, cartons for the harvested crops, fuel for the tractor, and general service of the equipment being used. Workers are required to have basic knowledge of driving tractors and harvesters, must pass tractor/machine safety training, and demonstrate the ability to operate tractors and harvesters in a safe manner. Workers may occasionally and/or sporadically perform duties associated with and directly related to the primary duties. Such work will be temporary and unsubstantial agricultural labor.

General Labor- Weeding using long-handled hoes, runner cutting, plant thinning, and ranch maintenance, pulling plastic, pulling of drip tape, cleaning of old and new vegetative growth on plant bed. Workers may occasionally and/or sporadically perform duties associated with and directly related to the primary duties such as cleaning and general maintenance of the commodities specified during and after picking up trash, discarding material and assisting as safety monitor when equipment is moving within the ranch locations.

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*) *

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 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; $20.00 check "stop payment" for lost checks, if applicable; and deductions expressly authorized by the worker in writing (if any).

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*) *

Must have 1-month work experience working in Mini Watermelon, Regular Watermelon, and/or Melon harvest as defined in this application. Written verification of experience is required. Specific requirements include lifting to 60 pounds frequently and able to use hand tools, including cutting knives. Must be able to work under conditions where skin and clothing become heavily soiled with mud, water, grease, etc. Must be able to work outdoors in inclement weather conditions, including rain, cold, high winds, etc. Work involves frequent bending and working in bent or stooped positions. Must be able to walk and stand up extensively.

Continued...

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 eligible (i.e., work authorized) able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to the employer.

Applicants 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. For specific crew and start date information, workers may contact Lucia Saldana, (831) 784-1453 ext. 130 or Gloria Padilla, (831) 784-1453 ext. 149. The employment application is completed on the first day of work and on that day the crews will receive an orientation/training session.

Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker at the time the worker reports for work and will be examined by the Company as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing (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 referring offices apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.

Walk-in applications will be accepted at:

1582 Moffett Street, Ste. G
Salinas, CA 93905

Foothill Packing Referral Contact: Lucia Saldana (831) 784-1453 ext. 130
Gloria Padilla, (831) 784-1453 ext. 149
lsaldana@foothillpacking.com
gpadilla@foothillpacking.com

Contact hours are Monday thru Friday between 9:00 a.m. and 11:00 a.m. and 1:00 p.m. to 3:00 p.m. All referrals from State Workforce Agencies must be sent to the employer by telephone 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 *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation

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

Workers who commute daily have the option to drive their own vehicles to the work site or come to pre-designated pickup points to ride free bus transportation to and from the work site. Workers living in Company provided housing will be provided free transportation to and from the company-provided housing and the work site. Workers living in company provided housing also have the option to drive their own vehicles to the worksite. Continued...

f. Job Offer Information 6

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

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.

The employer provides free dormitory-style housing which meets local, state, and federal standards. Housing is located in apartments owned and/or leased by the Company which conforms to DOL-mandated housing standards within applicable federal statutes, regulations and codes. The Company assures that all rental and/or public accommodations will meet local, state or federal standards.

Housing is located at the Granada Camp 36853 Granada St Huron, CA 93234

Granada Camp will provide Foothill Packing with accommodations for 138 workers during the contract period. Granada Camp has reserved 25 units each unit will accommodate 3-10 workers. Employer will provide all workers living at Granada Camp, with 3 meals a day, 7 days per week, at a reasonable cost not to exceed $15.46 for three meals per day (or higher when/if the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request). Each worker will be provided with their own bed & a place to store their belongings. Employer will provide workers with transportation for the purchase of groceries and laundry facilities at least once per week.

Directions to housing: Take CA-33 and continue on Jayne Ave. Turn left on CA-269 / S Lassen Ave, turn left onto W. Torando Ave, turn right onto Granada St.

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 be clean and meet applicable 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). Failure to comply with these rules may result in action, up to and including removal from the housing and termination of employment.

Housing units may be inspected by a Company inspector, designee, landlord, or landlord's representative. This may occur as frequently as once a week to ensure unit is in good condition.
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 Fresno County to provide family housing.
Workers may be reached at the following address and phone number:

ADDRESS: 1582 Moffett Street, Suite G, Salinas, 93905
PHONE : Lucia Saldana, (831) 784-1453 ext. 130 and Gloria Padilla, (831) 784-1453 ext. 149

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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

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 Lucia Saldana, (831) 784-1453 ext. 130 or Gloria Padilla, (831) 784-1453 ext. 149.

Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will also not be offered or provided transportation from their elected housing to pre-designated pick-up points (i.e., Workers will not be picked up at their elected housing by the employer). Workers who elect to provide their own housing will not be offered daily transportation to and from the work site, the pre-designated pick-up points, and/or from their housing location. Such workers may decide to provide their own transportation to and from the work site. They may also decide to provide their own transportation to and from the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working.

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.

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.

h. Job Offer Information 8

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

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

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 employer which is the place of recruitment as defined above.

Notwithstanding the language in the preceding paragraph (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 before the end of the first week, if required by law.

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. For H-2A workers, Foothill provides transportation buses that pick up the employees from the place of recruitment, takes them to the consulate appointments and drops them off at the designated housing facility near the place of employment. This whole process is verified through the pay stubs of their subsistence checks and is cross checked by matching it to the paperwork the employees sign asserting that they did receive reimbursement for travel expenses. For U.S. workers, if Foothill advances the costs of inbound transportation to H-2A workers, Foothill will also advance such costs for U.S. workers who are unable to return to their permanent place of residence each day.) The amount each employee is reimbursed varies and is dependent on the place of recruitment, days of travel and length of consulate appointment process.

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. Foothill provides transportation buses that pick up the employees at the employers housing and takes them to the place of recruitment. If transportation back is not requested by employee, the company will pay the employee the most economical cost of the bus ticket from housing location to place of recruitment.

Subsistence will be reimbursed at the rate of $15.46 per day without documentation and 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.

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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

If the worker completes the period of employment, the Company will provide or pay for the worker's transportation and subsistence from the place of employment to the place from which the worker came to work for the employer which is the place of recruitment as defined above. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the employment period, or who are terminated for cause. For the purposes of this paragraph, the "period of employment" shall be the period from the first workday the worker is at the Company's work site and is ready, willing, able and eligible to work, until the anticipated ending day of employment set forth in this Clearance Order, or until the services of the worker are no longer required, whichever comes first.

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

In the event of the death of a worker during the time the worker is employed under this Clearance Order, the worker's remains will be returned to the worker's permanent home at no cost to the worker or the worker's family.

j. Job Offer Information 10

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

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

The Employer may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use.

Foothill Packing maintains a fleet of registered and properly insured vehicles, all of which are listed on the Orange Card Foothill will provide at the 9142A stage.

Foothill has the following vehicles available to transport H-2A workers:
43 buses of various makes, including GMC/Bluebird/ Chevy/ Freightliner/ Thomas, each of which is rated to carry between 38-44 passengers. 15 passenger CalVans may be used when available as well. Multiple busses will be used to transport workers and multiple trips will be made by busses when necessary.

Workers will be picked up from the housing location approximately one-hour before the day's start time and transported back to the housing location at the end of the workday. All vehicles identified are authorized for use under a valid FLC Certificate of Registration.

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

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

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.

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - First Workweek Guarantee

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

First Work Week Guarantee: The Company will provide United States workers referred through this Clearance Order with 35 hours of work for the week beginning with the anticipated starting date of employment set forth in this clearance order unless the employer amends the date of need in accordance with 20 CFR §653.501 (d) (2) (v). If the worker fails to confirm the starting date of employment with the order-holding office between 5 and 9 working days before the date of need set forth in this clearance order, the worker will be disqualified from this assurance. For the purposes of this guarantee, a workday shall mean 6 hours per day Monday through Friday plus 5 hours on Saturday and shall exclude Sunday and Federal holidays. The hourly rate applicable to the first work week guarantee is $18.65/hr.

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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - 3/4 Guarantee

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

Guarantee: Employer guarantees to offer employment for a minimum of of the hours and workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after a worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the guarantee period ends on the date of termination. Employer is not liable for payment of the guarantee to H-2A workers if the H-2A worker is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655. 135(d) (50 percent rule).

If the employer fails to provide the worker with the amount of work required under this guarantee, the employer will pay the worker the amount the worker would have earned had the worker worked for the guaranteed number of work hours. In determining whether this guarantee of employment has been met, the employer will count all hours of work actually performed (including hours over 6 in a day voluntarily worked, and hours voluntarily worked on Sunday and/or Federal holidays), and any hours of work offered which the worker fails to work, up to a maximum of 6 hours Monday through Friday plus 5 hours on Saturday provided such hours offered and not worked are shown on the worker's paystub.

If the worker voluntarily abandons employment before the end of the period of employment set forth in this clearance order, or is terminated for cause, the worker is not entitled to the guarantee set forth above.

The hourly rate for purposes of the guarantee is $18.65/hr. (unless the wage methodology is changed by the government or other legal action). The employer will take into account the average hourly rate when computing the guarantee if the duties are combined. If the workers are paid on a group rate basis for a specific activity, the guarantee is based on the average hourly group rate earning or the required hourly wage rate, whichever is higher.

n. Job Offer Information 14

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Abandonment of Employment or Termination for Cause | Contract of Impossibility

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

If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer will notify the DOL and, if applicable, the DHS, in writing no later than 2 working days after termination. Employees will be deemed to have abandoned the contract regardless of any express termination for cause, if such employee fails to show up for work at the assigned time and place for 5 consecutive workdays. When employer timely complies with the notice requirement, employer is not responsible for the worker's return transportation and the worker is not entitled to the guarantee.

Contract of Impossibility: If, before the ending date of the period of employment set forth in this clearance order, the services of the worker are no longer required for reasons beyond the control of the Employer, due to fire, weather, or other Act of God that makes the fulfillment of the anticipated period of employment impossible, the Company may terminate the worker's employment. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination, the employer will fulfill the above guarantee for the period that has elapsed from the first workday the worker is at the employer's place of employment and is ready, willing, able and eligible to work, until the date employment is terminated. The employer also assures that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and, where applicable, consistent with existing immigration laws.

In situations where a transfer is not affected, the employer will: 1) offer to return the worker at the Company's expense, to the place from which the worker, disregarding intervening employment, came to work for the Company, or 2) transfer the worker to the worker's next certified H-2A employer, whichever the worker prefers; and 3) reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment (if such deductions exist, if reimbursement has not yet been made, or if the employer did not advance such payments). The employer will also ensure that workers are paid for any inbound transportation and subsistence costs if such workers have not yet been reimbursed or if the employer has not advanced such costs. Reimbursement for daily subsistence and transportation are $15.46 per day and up to $59.00 a day with receipts.

Throughout this contract, for purposes of inbound and outbound transportation and subsistence reimbursement, for H-2A workers, the place from which the worker came to work for the Employer are the designated places of recruitment: Guasave, Sinaloa, Mexico. The recruitment location for reimbursement is based on where the applicant applied for and interviewed for the H-2A job opportunity. For U.S. workers who reside outside a reasonable commute distance, the place of recruitment is also where the applicant applied for and interviewed for the H-2A job opportunity.

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 *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Earnings Statements and Payday

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

Earnings Statements: The employer will furnish to the worker on each payday a written statement with the following information, pursuant to 20 CFR sec. 655.122(k) and applicable state laws (if any):

1.The workers total earnings for the pay period;
2.The workers 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 paragraph (i) of this section, 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 employers name, address, and FEIN.

Employer assures that the earnings records required to be retained in its files will be made available for inspection as set out in 20 CFR 655.122(j)(2).

Payday: Workers will be paid on a weekly basis by check. Payday is Thursday of the week following the end of the payroll period. Photo identification may be required to receive live paycheck.

Employee checks that are stolen, destroyed or lost in while in their possession must be reported immediately to their Supervisor or Foreman and a request for a new check filed with Payroll along with an authorization to deduct the "Stop Payment" fee from the reissued paycheck. A "Stop Payment" order will be placed with the Bank. If the check has not cleared within 10-days, a new check will be issued. The employee will be charged $20.00 to cover "stop payment" processing costs. If the employee's check clears before the "Stop Payment" order is in place, Foothill Packing Inc. will not issue a new check.

p. Job Offer Information 16

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Workers Compensation and Surety Bond

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

Worker's Compensation: All employees are covered by workers' compensation insurance in accordance with Arizona and California law. This insurance provides payment of medical benefits and time loss payments to a worker who is accidentally injured on the job. Employer assures that its workers' compensation policy will remain valid throughout the contract period.

A workers' compensation and employer's liability insurance policy is held by Foothill Packing covering the Workers Compensation Law of the States of Arizona and California. Insurance coverage is provided by XL Insurance America, Inc. The policy number is: RWC5000457-07. The Policy is effective beginning 02/01/2023 and expires 02/01/2024.

Surety Bond: The Company has purchased the required surety bond in the amount of $130,784 made payable to the Administrator, WHD, United States Department of Labor and remains in effect for 3 years from the last date of the H-2A contract period. This surety bond complies with the regulations set out at 29 CFR section 501.9.

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 - Job Qualifications Continued

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

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.

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.

Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the harvesting operation dictate. Workers will be assigned to specific worksites by the company.

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 site and accordance to company Food Safety policies.

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 all assigned tasks in a professional and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. Foothill Packing 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 Foothill Packing 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.

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 Terms and Conditions of Employment

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

All Food Safety rules must be adhered to, including following company food safety policies. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work, which includes a Dispute Resolution Agreement outlining procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters. Employees will have access to the Job Service Complaint System, as described in 20 CFR part 658, subpart E. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination. The employer provides written assurance its Grievance Policy shall not preclude the workers from filing claims with the America's Job Center of California offices (AJCCs) under the Employment Services Complaint System, in accordance with, 20 CFR part 658, subpart E and 20 CFR § 655.185(a)-(b), and that the workers will not face retaliation, in accordance with 20 CFR 655.135(h).

No non-workers will be permitted at the worksites or on Company property without permission of the company except where access is required and/or limited pursuant to California Labor Code Sections 1140.2 and 1152 and 8 California Code of Regulations 20900. Specifically, no persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors must sign in and out of company premises and housing upon arrival and departure and 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.

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 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.

Please note: Time spent to process a social security number will be on employee's personal time and is not counted as compensable time or time worked.

Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker Tools and equipment include knives, gloves, and safety glasses will be provided if needed to perform the job. The reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. 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.

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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

Sanitation Work: The sanitation worker is responsible for ensuring all harvest equipment is properly cleaned and sanitized daily following standards operating procedures for equipment cleaning. Must be able to read chemical labels or safety data sheets (SDS) to learn how to properly handle chemicals used. Incorporate special or rotational cleaning duties into daily schedules for specialized cleaning or sanitation that might not occur every day. Report any atypical situations in the growing areas to supervisor. This work requires an able-bodied person to lift up to 60 lbs., stand, walk, bend, twist, pull, push, reach, climb, overhead work, kneeling, crawling and walk on uneven ground all day, wear clothes and shoes appropriate for working conditions, ability to take instructions and follow them, use safety equipment correctly. Employee, with proper licensing and accepted driving record, may drive the sanitation truck. Required basic knowledge of driving a tractor, forklift and harvesting machines, must pass a tractor, forklift and machine safety training and demonstrate ability to operate the equipment in a safe manner.

Workers may occasionally and/or sporadically perform duties associated with and directly related to the primary duties such as cleaning up field before during and after harvest, picking up trash, discarding cartons and assisting as safety monitor when equipment is turning in the field to begin a new pass. The company may require the employee under work restrictions to perform alternative work for the period under the restrictions (e.g., sweeping, housing assistance, painting, general clean-up, etc.)

All of the above work requires an able bodied person to lift up to 60 lbs., odd shapes, pull, push, climb, walk on uneven ground all day, be physically flexible to work in/on basket/platform in a tree, dexterity to use knives and scissor like pruners all day, tie different kinds of strings/ ropes with different knots, good eyesight for plant identification and ability to see what to harvest and where to make cuts, good personal hygiene, clothes and shoes appropriate for working in heat/ cold/ outdoors, ability to take instructions and follow them, use safety equipment correctly. If machine operator, driver must safely and carefully operate equipment that they are authorized/trained on in a safe manner.

In the event that an employee is injured while on the job, the Company will provide a temporary work assignment that will be as closely related to the job duties described herein, while the employee recovers from a work-related illness which meets with physicians clearance to return to work under specific limitations. The work assignment will not be a permanent position, it will be temporary to accommodate the injured worker under doctor's restrictions and time period that may differ from the heavy field work described within.

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Employer's Address and California Tax ID Number

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

Foothill Packing, Inc. (also referred to herein as “Foothill Packing” “Employer” or “Company”) is headquartered in Salinas, California (1582 Moffett Street, Ste. G, Salinas, CA 93905, Phone: (831) 784-1453). Its Arizona office is located at 12350 S. Tangelo Ave., Yuma, Arizona 85365 Phone: (928) 627-2340.

California Tax ID number: 515-1185-5

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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

Melon work will take place in various ranch locations in and around Fresno County, California 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 Dulcinea Farms (Grower):

Corporate Headquarters:

Dulcinea Farms.: 3516 S. Avenue 5 E, Yuma, AZ 85365
Contact: Milas Russell
Phone: (619) 888-4998

v. Job Offer Information 22

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*) *

Foothill Packing has sole discretion, within the confines of applicable Federal and State laws, to hire Field Workers, (Mini Watermelon and Regular Watermelon, (Conventional & Organic) & Melon Harvest (Conventional & Organic), Agricultural Equipment Operator, Sanitation Work to work in the aforementioned crop in this area. This includes hiring the specific number of workers needed to complete the work, as well as defining the period of need. In this case, we are hiring temporary, seasonal Field Workers, (Mini Watermelon and Regular Watermelon, (Conventional & Organic) & Melon Harvest (Conventional & Organic), Agricultural Equipment Operators, Sanitation Work for the period starting on July 1, 2023 through October 9, 2023. This is the typical period for the previously listed work in this region.

All Field Workers (Mini Watermelon and Regular Watermelon, (Conventional & Organic) & Melon Harvest (Conventional & Organic), Agricultural Equipment Operator, Sanitation Work assigned by Foothill Packing in these locations will work under the direct control of Foothill Packing and will work in Fresno County, California.

Itinerary:

Employer will be working simultaneously at all field sites at a time throughout the contract period: July 1, 2023 through October 9, 2023.

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

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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

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

The normal work week is 6 hours per day, Monday through Friday and 5 hours on Saturday (35 hours per week). Saturday work is required. 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. . Overtime is paid after 8 hours per day and or 40 hours per week for work performed in California. The employer abides by the California Wage Order 14. The employer will abide by the seventh (7) day of rest rules.

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 Foothill’s policies in its handbook.

Start times vary depending on the weather and working conditions may change (fog or heavy dew). The workday start times may vary between 5:00 am and 12:00 pm and the work day end times vary between from 11:30 a.m. to 6:30 p.m. depending on the start time. Work can start early in the morning. Workers must be able to work varying shifts as required by the season and work performed. Workers are notified of any change in the start time.

Employees are expected to take meal and rest periods as outlined below. Rest and Meal periods will be staggered accordingly, an unpaid lunch break of 30 minutes for every 5 hours of work and 10 minutes paid rest period for every four hours worked or major fraction thereof. In a workday of more than 10 hours, a second unpaid meal period of 30 minutes is authorized, but may be waived if working 12 hours or less and the first meal period was taken. The second meal period cannot be waived if working more than 12 hours. Employees will be relieved of all work during meal and rest periods, if rest periods are interrupted by work, employees must notify management.

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.

Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.

x. Job Offer Information 24

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

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 $18.65 per hour (unless the wage methodology is changed by government or legal action).

If the 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.

Hourly Wage Guarantees: Workers will be guaranteed $18.65 per hour for work performed in California (unless the wage methodology is changed by government or legal action).

Overtime: Overtime is paid after 8 hours per day and 40 hours per week. The employer will abide by the seventh (7) day of rest rules.

Overtime Rate: For work performed in California, overtime is one and one-half times the base salary and is $27.98.

Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates.

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

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

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

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

TERMINATIONS: 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 or refuses to follow written housing rules; (b) commits serious acts of misconduct; or (c) malingers or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) and fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; or (f) violation of company policies and (g) other job-related reasons. Five unexcused absences by the worker will be considered a job-related reason for worker termination.

All employees must respect and follow company policies as stated in the company handbook including any new or changed policies which may be communicated to workers during the course of the season. Workers who become ill or injured for non-work-related reasons and are unable to perform essential functions of the job will be released for cause if not covered by any protected leave. 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. Specifically, the work must adhere to the quality standards of the grower for which they are providing laboring.

z. Job Offer Information 26

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Grounds for Discharge or Disciplinary Action

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

General: All employees must respect and follow company policies as stated in the company handbook including any new or changed policies which may be communicated to workers during the course of the season. 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 or refuses to follow written housing rules; (b) commits serious acts of misconduct; or (c) malingers or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) and fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; or (f) violation of company policies and (g) other job-related reasons. Five unexcused absences by the worker will be considered a job-related reason for worker termination.

1.Excessive absenteeism or tardiness
a.If you know that you will be absent from work the following day, inform your foreman and give him the reason why you will not be reporting for work. Any reasonable absence will be considered an excused absence. An employee with the fourth unexcused absences will be subject to progressive disciplinary action up to discharge.
b.If you know that you will be late the following day, inform your foreman in advance. If you have trouble getting to work in the morning, call he Company office and ask them to inform your foreman. Being late for work on more than three days without giving prior notice or calling in will be considered ground for dismissal.
2.Failure to meet performance standards; After the fifth day of employment (on day 6) workers are expected to reach the production standards of the activity based on the pace of the crew at the time work is performed
3.Unauthorized use of machinery or equipment
4.Unsafe or careless use of machinery or equipment
5.Repeat damage to machinery or equipment
6.Being under the influence of alcohol or illegal drugs
7.Gambling, horseplay, fighting or deliberately injuring another employee on the job.
8.Disregard of safety rules
9.Stealing company or employee property
10.Possessing firearms or illegal weapons
11.Leaving the worksite without informing the foreman
12.Bringing unauthorized people into the work area
13.Having overnight guests or prostitutes in the company operated housing.
14.Solicitation of money or merchandise at the worksite without the permission or management
15.Willfully damaging Company or employee property. Workers will be charged for willful damage or loss to such tools or equipment.
16.Providing false information on the employment applications
17.Sleeping on the job.
18.Possession of pornography in company housing, transportation or job site.
19.Possession of illegal drugs in company housing, transportation or job site.
20.Violation of Zero tolerance policies such as Harassment, violence or aggression and being under the influence of alcohol and/or drugs.
21.Violations of Housing posted housing rules.
22.Violation of Food Safety Policies and Protocols

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Training and Production Standards | Required Departure, Retention of Documents, and Agricultural Work Agreements

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

TRAINING: The Company shall provide approximately 1 hour of initial training generally conducted at the field site and up to 4 more hours of in-depth training for new hires once crews are well established throughout the season. Training will be provided to each worker for 5 days beginning on the first day of work and ending after 5 consecutive days from the first day a worker begins working. After completion of these 5 initial days of training (on day 6) workers are expected to reach the production standards of the activity based on the pace of the crew at the time work is performed.

REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. 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.

RETENTION OF DOCUMENTS: Employer will retain the required documentation in support of its application for 3 years from the date of certification. Earnings records will be retained for not less than 3 years after completion of the work contract.

AGRICULTURAL WORK AGREEMENT: A copy of the agricultural work agreement contract or the ETA 790 and Addendum will be provided to the worker by the employer no later than on the date the work commences. H-2A workers coming from a different H-2A employer will be given a copy of the contract no later than the time an offer of employment is made.H-2A workers will be given a copy of the contract no later than the date of the visa appointment at the U.S. consulate. A copy of the work contract will be in the language understood by the worker.

. Job Offer Information 28

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.

Housing: Isolation/self-quarantine housing will be available. Alternative emergency housing may be coordinated through the county's emergency services at the time of need.

There will be no charge for any alternative COVID 19 housing and meals will be brought to the self-quarantined employee three times per day, seven days per week.

COVID-19 Testing and Vaccinations: The employer is mandating all workers be full vaccinated and may require COVID testing prior to crossing the U.S. border at the company's expense. In the United States, employees will be given an opportunity thru the company's approved providers for vaccinations free of charge.

Please note: Time spent on vaccination appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency.

The employer will abide by all applicable COVID protocols.

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