*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 * Carpool Van Drivers and Field Workers (Irrigation)

| 2. Workers Needed * | a. Total | b. H-2A Workers | Period of Intended Employment | |
|---|---|---|---|---|
| | 4 | 3 | 3. First Date * 9/1/2023 | 4. Last Date * 4/30/2024 |

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

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

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

7. Hourly Work Schedule *
a. 5 : 00 ☑ AM ☐ PM
b. 12 : 30 ☐ AM ☑ PM

**Temporary Agricultural Services and Wage Offer Information**

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

| 8b. Wage Offer * | 8c. Per * | 8d. Piece Rate Offer § | 8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information § |
|---|---|---|---|
| $ 16 . 70 | ☑ HOUR ☐ MONTH | $ ____ . ___ | |

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * ☐ Yes ☑ N/A

10. Frequency of Pay: * ☑ Weekly ☐ Biweekly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
*(Please begin response on this form and use Addendum C if additional space is needed.)*
See Addendum C


H-2A Case Number: H-300-23184-165488 Case Status: Full Certification Determination Date: 08/01/2023 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 50 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? * ☐ Yes ☑ No

5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §

6. Additional Information Regarding Job Qualifications/Requirements. *
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)*

See Addendum C

## C. Place of Employment Information

1. Place of Employment Address/Location *
TLC Custom Farming Company, LLC - Scottsdale Ranch 1-15 - E. Indian School Road & N. Dobson Road

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Scottsdale | Arizona | 85250 | Maricopa |

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

From AZ-101, take exit 47 to E. Indian School Road.

(See Addendum C)

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☐ Yes ☑ N/A

## D. Housing Information

1. Housing Address/Location *
Sierra Ranch Apartments, 4722 E Bell Rd

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Phoenix | Arizona | 85032 | Maricopa |

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

7. Total Units * 1

8. Total Occupancy * 4

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

(See Addendum C)

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.)*

Workers occupying employer-provided housing in which full kitchen facilities are available will be responsible for preparing their own meals. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the Company-provided housing facilities. Employer will provide workers with cooking and eating utensils. No kitchen facilities are provided to workers not occupying Company-provided housing. Employer to provide access to purchase groceries at least once a week.

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

**F. Transportation and Daily Subsistence**

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

The Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company will offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from the pre-designated pick up point to and from the daily work site.

(See Addendum C)

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

See Addendum C

| | | | |
|---|---|---|---|
| 3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker * | a. no less than | $ 15 . 46 | per day * |
| | b. no more than | $ 59 . 00 | per day with receipts |

**G. Referral and Hiring Instructions**

| | | |
|---|---|---|
| 1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *<br>*(Please begin response on this form and use Addendum C if additional space is needed.)*<br>See Addendum C | | |
| 2. Telephone Number to Apply *<br>(928) 750-8035 | 3. Extension §<br>N/A | 4. Email Address to Apply *<br>ldelacruz@alamoas.com |
| 5. Website Address (URL) to Apply *<br>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 § |
|---|---|---|
| Valdez | Victor | |
| 4. Title * | | |
| Manager | | |

| 5. Signature (or digital signature) * | 6. Date signed * |
|---|---|
| Digital Signature Verified and Retained By Certifying Officer | 7/17/2023 |

**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 § |
|---|---|---|---|---|---|
| TLC Custom Farming Company, LLC | Scottsdale Ranch 1-15E. Indian School Road & N. Dobson Road<br>Scottsdale, Arizona 85250<br>MARICOPA | | 9/1/2023 | 4/30/2024 | 3 |
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## D. Additional Housing Information

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

*a. Job Offer Information 1*

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

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

Alamo Ag Solutions, LLC (also referred to herein as "Alamo" "Employer" or "Company") is headquartered in Yuma, Arizona (350 W 16th Street Suite 401, Yuma, AZ 85364), e-mail address: ldelacruz@alamoas.com, phone: (928) 726-1541.
Alamo Ag Solutions, LLC is a registered Farm Labor Contractor.
FEIN: 83-2261371

Job title: Carpool Van Drivers and Field Workers (Irrigation)
Workers Needed:
a.Total: 4
b.H-2A: 3
The Employer seeks certification for 3 workers. Total workers: 4. Of the 4 total workers, 1 will be domestic worker who does not require housing.

Job Duties - Description of the specific services or labor to be performed:

Agricultural produce: Spinach, tender leaf, leaf lettuce, arugula, and spring mix lettuce.

Carpool Driver Specifications:
Employee may drive passenger vehicle over the road.
Employee will drive designated vehicles to transport workers to and from housing and worksite locations.
Driving job duty is not a different job and the drivers perform harvesting and irrigation job duties when not driving.
Employee will be responsible for filling vehicle with gasoline and keeping vehicle clean.
Employee will be required to complete and process periodic driving reports as required by state laws.
Employee will be required to follow all traffic laws and vanpool rules.
In order to drive, employee must possess a valid drivers' license (state issued) or equivalent and must be able to pass Class B Physical exam and register as an FLCE driver.
The employer will be responsible for the cost of the registration as an FLCE driver (if any).

(See Addendum C)

*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 deduct from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; and deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.

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

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

*c. Job Offer Information 3*

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

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

1 month of experience harvesting spinach, tender leaf, leaf lettuce, arugula, or spring mix lettuce, weeding, sprinkler/irrigation work or sanitation work.
In order to drive Carpool Van, employee must possess a valid drivers license (state issued) or its equivalent and must be able to pass Class B Physical exam and register as an FLCE driver.
Employee, with proper licensing (i.e., class D non-commercial drivers license) and accepted driving record may drive the farm sanitation truck in the field (well under 26,001 pounds and has no capacity to carry farm crops.) 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.

(See Addendum C)

*d. Job Offer Information 4*

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

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

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

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. The employment application is completed on the first day of work and on that day the crews will receive an orientation/training session.

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

Walk-in applications will be accepted at: 350 W 16th Street Suite 401, Yuma, AZ 85364.

Applicants can pick up the job application in-person Tuesday through Friday, 1:00 p.m. to 4:00 p.m. Applicants may complete application on-site and leave completed application with the employers representative. After the employer receives the completely filled out job application and reviews it, the applicant will be notified of a phone interview. Telephone or in-person interviews will be at no cost to workers. If applicant is hired, there will be an orientation on the first day of employment that the worker must attend.

Applicants may contact Laura De La Cruz by telephone at (928) 920-0948 or email at ldelacruz@tlcfarming.com. The days and hours available for telephone are Monday through Friday, 10:00 a.m. to 2:00 p.m. If the applicant calls and the referral contact is unable to answer the phone at that moment, they should leave a voicemail and will receive a call back by the next business day at latest. If calling by phone, applicant will be mailed a job application at the address (physical address or email address) provided by the applicant.

Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may call for an interview during the hours mentioned above at the number listed on the ETA 790. Alternately, applicants may report to the farm office or worksite listed on the ETA 790. All referrals from State Workforce Agencies must be sent to the employer in writing by email and must include referral contact name, phone number, and email address if an email address is available.

All referrals from State Workforce Agencies must be sent to the employer by email or 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.

Telephone Number to Apply: +1 (928) 920-0948
Email Address to Apply: ldelacruz@alamoas.com
Website address (URL) to Apply: N/A

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

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

*e. Job Offer Information 5*

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

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

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

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

(See Addendum C)

*f. Job Offer Information 6*

| 1. Section/Item Number * | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - PLACE OF EMPLOYMENT Additional Information |
|---|---|---|---|

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

Work will be performed in a field in Maricopa County, Arizona, and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the harvesting will be completed at the following location which is owned or operated by TLC Custom Farming Company, LLC (Grower):

TLC Custom Farming Company, LLC point of contact: Tim Dempsy
TLC Custom Farming Company, LLC phone number: (928) 726-1541

**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 Additional Information 2 |
|---|---|---|---|

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

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 Maricopa County, Arizona to provide family housing.

Workers may be reached at the following address and phone number:
ADDRESS: 350 W 16th Street Suite 401, Yuma, AZ 85364
PHONE: (928) 257-3899

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

Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. 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 not be offered daily transportation to and from the work site, the pre-designated pick-up points, and/or from their housing location. 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). 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 * | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - HOUSING Additional Information 1 |
|---|---|---|---|

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

Housing is located at Sierra Ranch Apartments, 4722 E Bell Rd, Phoenix, AZ 85032.
The Company will provide accommodations for all 3 workers during the period of this job order. 1 apartment unit will be available to accommodate all 3 workers. Total capacity: 4. Each worker will be provided with their own bed. Housing accommodations contain laundry facilities on-site and at no cost to workers. Each unit contains a fully furnished kitchen for workers to prepare their own meals. Employer will provide transportation to the grocery store at least once a week.

Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The Employer assures that all rental and/or public accommodations will meet local, State and 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.

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

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

*i. Job Offer Information 9*

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

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

Carpool drivers may be H-2A or corresponding domestic workers. The employer assures that employees who drive the Carpools are compensated for their time driving. Drivers perform MSPA and related paperwork (i.e., logging) as required by law which they are compensated for. The Carpool driving job duty is not a different job and when not driving, they will be performing irrigation job duties. Drivers pick up workers from the housing sites/pick up points and drop them off at the worksite. At the end of the workday, the driver takes the workers back to the housing sites/pick up points. Drivers are also responsible, during the workday, for filling the vehicle with gasoline and keeping it clean. The employer assures that drivers are paid the AEWR for actual driving time and to the extent applicable, processing paperwork, trips to the gas station, and cleaning the vehicle.

Sprinkler Crew Member:
Workers will unload sprinkler pipe from trailer and set up irrigation system, check and unplug sprinkler birds to ensure uniform irrigation, move sprinkler pipe multiple times in conjunction with other operations until crop is harvested, load sprinkler pipe onto trailer, install drip hose and set up drip tape system, repair in-field drip hose leaks, and remove drip tape at harvest. Other duties may include splicing of drip tape, stacking of irrigation pipe, cleaning, maintaining, and repairing of sprinkler pipe and accessories, and shovel.

Pre-irrigation Unloading and Loading of Sprinkler Pipe: Workers walk on uneven furrows. Workers lay (or pick up) sprinkler irrigation pipes by securely connecting (or disconnecting) one pipe to (or from) another until end of irrigation line. Teams are made up of 3 workers. One worker drives a tractor with a trailer that carries aluminum pipes, while the other two workers walk behind. There are two sizes of aluminum pipe: 30’ x 3” weighing approximately 25 pounds and 30’x10” weighing approximately 50 pounds. Under the direction of the field supervisor, workers remove pipes one at a time by bending at the waist and manually unloading (or loading) pipes into (or from) the furrow to set up the field for irrigation. Pre-irrigation unloading and loading is done in fallow fields.

*j. Job Offer Information 10*

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

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

Solid Set Unloading & Loading of Sprinkler Pipe: Workers walk on uneven furrows. Workers lay (or pick up) sprinkler irrigation pipes by securely connecting (or disconnecting) one pipe to (or from) another until end of irrigation line. Teams are made up of 3 workers. One worker drives a tractor with a trailer that carries aluminum pipes, while the other two workers walk behind. There are two sizes of aluminum pipe: 30’ x 3” weighing approximately 25 pounds and 30’x10” weighing approximately 50 pounds. Under the direction of the field supervisor, workers remove pipes one at a time by bending at the waist and manually unloading (or loading) pipes into (or from) the furrow to set the field up for irrigation. To set up an irrigation system, workers may install 10-inch mainline aluminum pipe that distributes water to lateral 3-inch lines. Solid set unloading and loading of sprinkler pipe is done when fields are planted with seeds (or transplants) or after harvest.

Unplugging Sprinkler Birds: Workers walk across beds on wet, uneven furrows. Workers move within the field, searching for non-working or plugged sprinklers. Workers use employer- provided tools to unplug sprinklers. Workers must avoid stepping on and smashing the seeds and/or plants.

Moving Sprinkler Lines: Workers walk across beds on uneven furrows. As directed by supervisor, workers move sprinkler pipes, one at a time, to furrows by securely connecting one end into the other. The latch must securely fit and lock into position. Workers must avoid stepping on and smashing the seeds and/or plants. There are two sizes of aluminum pipe: 30’ x 3” weighing approximately 25 pounds and 30’x10” weighing approximately 50 pounds. To set up an irrigation system, workers may install 10-inch mainline aluminum pipe that distributes water to lateral 3-inch lines.

Install Drip Tape: Workers walk across beds on uneven furrows. Teams are made up of 2 workers. One worker drives a tractor with an attached implement that lays drip tape hose in precise locations in between established plant lines. The second worker walks behind the tractor and implement to monitor and ensure placement of drip tape hose. Second worker cuts and ties off hose at each end of the field. Drip hose will be spliced into the next spool of hose carried on installer until drip irrigation system is complete.

Repair In-Field Drip Hose Leaks: Workers walk across beds on uneven furrows. Workers move within the field searching for in-field leaking drip hoses. Workers use employer-provided tools and supplies to repair leaks. Workers must avoid stepping on and smashing the seeds and/or plants.

Retrieve Drip Tape: Workers walk across beds on uneven furrows. Workers guide the drip hose onto a plastic spool with an implement (pulled and hydraulically powered by a tractor) that reels the drip tape in place operated by various levers. Teams are made up of 2 workers. Workers splice the drip hose with employer-provided tools and supplies until spools are full. Workers continue to replace the spools until the field is completely picked up.

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

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

*k. Job Offer Information 11*

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - JOB DUTIES Additional information 3 |
|---|---|---|---|

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

Other Duties: Workers walk across beds on uneven furrows. Using a shovel, workers clean the bottom of all furrows of the field by removing soil to allow proper drainage. In a drip system, a 4-inch sub-mainline will be installed at the top of the field. Operate utility vehicle in the course of performing duties. Irrigation duties will include the following: check alignment of pipe and adjust for proper water distribution; attach lines to water supply; turn on pump; turn valves to start flow of water.

Harvest Worker:
Employees spot check, sort, stack, fill and load spinach, leaf lettuce, tender leaf, arugula, and spring mix lettuce in the field. Spotting is done by walking in uneven furrows in front of a harvesting platform machine or belt. Under the direction of the field supervisor employees check for any foreign material such as trash and move irrigation pipe from one furrow to another. The harvest machine or belt then cuts produce and transports it thru a conveyor where employees sort and fill totes and or bins. Once totes, cartons or bins are filled they are pushed on to conveyor belt for loaders to close/cover and stack on the pallet. The cartons or totes for the product are constructed by unfolding and bending the material as designed to form a box. Carton is labeled and marked as required. The process is repeated. The cartons, totes or bins are lifted then stacked onto pallets on the deck of the harvester or trailer. Cartons or totes with product can weigh up to 50 lbs. Empty bins pallets can weigh up to 95 lbs.; a forklift carries the empty bin pallets onto a trailer.

Agricultural Equipment Operator:
Under the direction of the supervisor, the driver is responsible for supplying the machine with packaging materials, assisting in preparing the harvest machine for immediate field operation or movement to new harvest location. Directing tractor/machine through the field; pulling loaded trailers out. Workers will drive, assist, and operate various farm equipment to perform farm field preparation such as planting, cultivating, fertilizing, farming, and maintaining farms. Will attach and adjust farm implements to tractors such as discs, plows, lasers, rippers, cultivators, listers and planters and will ensure equipment is operating properly at optimum performances. Workers must conduct daily maintenance check prior to operate the tractor, monitor, and drive tractors safely and efficiently over difficult terrain and must have sufficient knowledge of tractor mechanics to make simple and minor adjustments and repairs to tractors. Workers will be required to understand and operate GPS operating system. Required to have knowledge of driving a tractor, must pass tractor safety training and demonstrate ability to operate tractor in a safe manner.

*l. Job Offer Information 12*

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - JOB DUTIES Additional information 4 |
|---|---|---|---|

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

Field Sanitation Work (In the field on the farm):
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 50 lbs., stand, bend, twist, pull, push, reach, climb, overhead work, kneeling, crawling, and walking 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 (i.e., class D non-commercial driver's license) and accepted driving record may drive the farm sanitation truck in the field (well under 26,001 pounds and has no capacity to carry farm crops.) 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.

Hand Cleaning and Weeding (pellizco):
Under the direction of the field supervisor, field workers look for weeds around crop and in between product seedlings. The worker manually cleans the lot for any unwanted weed on the beds and seedlings. Work requires bending, kneeling, squatting, repetitive hand, and wrist movement and walking on uneven ground all day.

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

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

*m. Job Offer Information 13*

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

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

The normal work week is 7 hours per day (35 hours per week), Monday through Friday. Workers may be requested to work on Saturdays, Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested.

The workday start times may vary from 5:00 a.m. to 12:30 p.m. and the workday end time is 12:30 a.m. to 8:00 p.m. (depending on the start time). Harvest may occur during the night shift. Night shift time may occur approximately between the hours of 8:00 p.m. to 2:00 a.m. and can run through 3:30 a.m. to 9:30 a.m. depending on the conditions of the fields, weather, and maturity of the crop. Workers are notified of any change in the start time. An unpaid lunch break of 30 minutes and two paid 10-minute work breaks are provided. On workdays of less than 5 hours no lunch break will be provided. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer.

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

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.

Itinerary: Employer will be working at the worksite location throughout the contract period: September 1, 2023 through April 30, 2024.

*n. Job Offer Information 14*

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

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

TRAINING: Training will be provided for 5 days from each worker’s initial date of employment. Workers will be allowed 5 days from the initial date of employment to reach the production standards of the activity.

PRODUCTION STANDARDS: The average pace of the crew is the standard. Because the average-picking rate of a worker varies throughout the season based on weather, fruit/vegetable quantity, size, and variety, and other factors, there is no constant minimum number of bins that are required to be picked throughout the season. However, the employer has determined to the best of its ability the following minimum production standard:

Pre-Irrigation Unload Sprinkler Pipe
Production Standard: 2-4 acres per man hour.

Pre-Irrigation Load Sprinkler Pipe
Production Standard: 2-4 acres per man hour.

Solid Set Unload Sprinkler Pipe
Production Standard: 1.5-3 acres per man hour.

Solid Set Load Sprinkler Pipe
Production Standard: 1.5-3 acres per man hour.

Install Drip Tape
Production Standard: 1.5-2.5 acres per man hour.

Retrieve Drip Tape
Production Standard: 1-2 acres per man hour.

Therefore, workers will be expected to keep up with the pace of the crew which is determined by comparing a worker’s hourly productivity to other workers assigned to the same commodity, crop variety, field site and location within a field site and at the time that work is performed. Employer will review workers’ productivity at the end of a given pay period and not on a daily basis. If workers fail to keep up with the average minimum standard as defined above, workers may be offered alternate work, if available, or, after notice, workers may be terminated for cause.

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; (b) commits serious acts of misconduct; or (c) maligners 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; and, (e) other job-related reasons. Three unexcused absences by the worker will be considered a job-related reason for worker termination. 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.

**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 - WAGE OFFER |
|---|---|---|---|

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

Wage offer in Arizona: $16.70 per hour
Workers will be guaranteed 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 guarantee the required wage of $16.70 per hour unless the wage methodology changes by government or legal action.

Higher or different wage rates may apply during contract period based on market conditions and/or crop/job activity, but no less than the required wage rate. Employer assures that the required wage rate will be paid during the entire period of the work contract and at the time that work is performed. Employer guarantees that if the piece rate results in an average hourly wage rate below the required wage, the employer will pay workers no less than the required hourly wage.

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. The estimated piece rate hours are not guaranteed and varies by individual or crew, commodity, crop, crop quality and harvest conditions, weather, and other factors.

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

No overtime applies for work performed in Arizona.

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

*p. Job Offer Information 16*

| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - WORKER`S COMPENSATION |
|---|---|---|---|

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

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

The workers' compensation and employers liability insurance policy is held by Alamo Ag Solutions, LLC. Insurance coverage is provided by Western Growers Insurance Services.
The policy number is ZAWCI7011802.
The policy is effective beginning 10/01/2022 and expires 10/01/2023 and is timely renewed each year.

Name and address of policyholder:
Alamo Ag Solutions, LLC
350 W 16th Street Suite 401
Yuma, AZ 85364

Person(s) and phone numbers(s) of person(s) to be notified to file claim:
Laura De La Cruz
H-2A Manager
(928) 750-8035

Deadline for filing claim:
24 hours or as soon as possible

**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 REQUIREMENTS Additional information 1 |
|---|---|---|---|

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

Specific requirements include lifting up to 50 pounds frequently. Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 50 pounds in the course of performing required activities. Must have use of both hands and be able to use hand tools. No smoking, illegal drugs, alcohol, or weapons of any sort in the housing or working fields. Ability to communicate in English or Spanish is required for training and safety purposes.

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

This work may entail exposure to plant pollens, insects, and noxious plants and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are required to comply with all applicable worker protection standards and re-entry times. Workers must be able to listen, 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 operations dictate. Workers must perform the assigned work, and work at the assigned crew/field site, and may not switch assignments or crew/field site without the specific authorization of a company supervisor. Workers may be re-assigned to a different field site at various times during the workday and/or on different days.

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

*r. Job Offer Information 18*

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

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

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

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

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

Drug screening is post offer, post hire, can be random, and is at no cost the employees.

**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 * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - DAILY TRANSPORTATION Additional Information |
|---|---|---|---|

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

Employer transportation arrangement consists of 1 Chevrolet 3500 Van (year 2020) with seating capacity for 15 passengers. The pre-designated pickup point is located at the housing address: Sierra Ranch Apartments, 4722 E Bell Rd, Phoenix, AZ 85032.

The vehicle will be used to transport workers from housing to the places of employment listed on the present job order at the beginning of the day, and back to the housing at the end of the day, every working day. The workday start times may vary from 5:00 a.m. to 12:30 p.m. and the workday end time is 12:30 a.m. to 8:00 p.m. (depending on the start time). Night shift time may occur approximately between the hours of 8:00 p.m. to 2:00 a.m. and can run through 3:30 a.m. to 9:30 a.m. depending on the conditions of the fields, weather, and maturity of the crop. Workers are notified of any change in the start and pick-up times. The vehicle will be used to transport workers to the local grocery store at least once a week.

The use of this transportation is voluntary. Workers who commute daily have the option to drive their own vehicles to the work site or come to pre-designated pickup point to ride free transportation to and from the work site. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company.

*t. Job Offer Information 20*

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

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

Place of recruitment for the H-2A workers is Baja California, Jalisco, Michoacan, Sinaloa & Sonora. Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.

Notwithstanding the 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. (i.e., If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)

Inbound: Employees in the H2A program are reimbursed for travel and food expenses incurred from the place of recruitment to the final job destination. Alamo 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. The amount each employee is reimbursed varies and is dependent on the place of recruitment, days of travel and length of consulate appointment process. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite.

Outbound: If worker completes 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. Alamo 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 cost of the bus ticket from housing location to place of recruitment. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.

The use of Employer-provided transportation is voluntary, and workers may choose to use their own transportation for inbound and outbound travel and may be reimbursed at the most economical rate unless the employer previously paid the bus company for an employee's travel expense.

The subsistence rate during inbound and outbound transportation is $15.46 per day without receipts and $59.00 with receipts.

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

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

*u. Job Offer Information 21*

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

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

REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.

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

During the travel described above (inbound and outbound transportation), 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

*v. Job Offer Information 22*

| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Labor Peace Compact under Labor Code Section 1156.35 |
|---|---|---|---|

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

Labor Peace Compact under Labor Code Section 1156.35: Effective January 1, 2023, the employer is bound by the labor peace election choice of the agricultural employer for whom it performs work.

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