



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

**A. Job Offer Information**

1. Job Title * <b>Crew Leaders, Drivers, and Vineyard Workers</b>							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	<b>2</b>	<b>2</b>	3. First Date * <b>2/15/2024</b>	4. Last Date * <b>8/31/2024</b>			
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.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
<b>35</b>	a. Total Hours	<b>7</b>	c. Monday	<b>7</b>	e. Wednesday	<b>7</b>	g. Friday
<b>0</b>	b. Sunday	<b>7</b>	d. Tuesday	<b>7</b>	f. Thursday	<b>0</b>	h. Saturday
						a. <b>6</b> : <b>00</b> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. <b>1</b> : <b>30</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
<b>Temporary Agricultural Services and Wage Offer Information</b>							
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.) <b>See Addendum C</b>							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
<b>\$ 21 .65</b>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		<b>\$ 00 .01</b>		<b>Hand Pruning: \$.01-\$.15/Linear Ft.</b>	
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
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.) <b>See Addendum C</b>							

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**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		1	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input checked="" type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input checked="" type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 " <b>NONE</b> " below) See Addendum C			

**C. Place of Employment Information**

1. Place of Employment Address/Location *			
Capener Vineyard: 19460 Geyserville Ave. Geyserville CA 95441			
2. City *	3. State *	4. Postal Code *	5. County *
Geyserville	California	95441	Sonoma
6. Additional Place of Employment Information. (If no additional information, enter " <b>NONE</b> " below) *			
Vineyard work will be performed in the fields in and around Sonoma County, CA and consists of one area of intended employment as defined in 20 CFR §655.103(b) because the worksites are located within a reasonable commute distance. Specifically, the vineyard work will be completed at the following locations which are owned or operated by Constellation Brands, Inc. (Grower). Grower Contact Tom Gore (707) 310-2181.			
7. Is a completed <b>Addendum B</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? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

**D. Housing Information**

1. Housing Address/Location *			
123 S. Cloverdale Blvd			
2. City *	3. State *	4. Postal Code *	5. County *
Cloverdale	California	95425	Sonoma
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input type="checkbox"/> Employer-provided (including mobile or range) <input checked="" type="checkbox"/> Rental or public		11	49
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
See Addendum C			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

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**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

Employer will provide all workers with 3 meals a day by their mess hall kitchen from chef Rocio Howe. A deduction of \$15.46 per day (or higher when the Department of Labor publishes the new maximum meal deduction rate) for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing. Mealtimes may vary by the needs of the employees work schedules. The employer assures that food is stored at proper temperatures and the temperature depends on the meal that day—whether cold or hot lunch.

If meals are provided, the employer:

☐ WILL NOT charge workers for such meals.

☒ WILL charge workers for such meals \$15.46 per day per worker.

2. The employer: *	<input type="checkbox"/> WILL NOT charge workers for meals.			
	<input checked="" type="checkbox"/> WILL charge each worker for meals at <table border="1"><tr><td>\$</td><td>15</td><td>.</td><td>46</td></tr></table> per day, if meals are provided.	\$	15	.
\$	15	.	46	

**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.)

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

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	<table border="1"><tr><td>\$</td><td>15</td><td>.</td><td>46</td></tr></table>	\$	15	.	46	per day *
	\$	15	.	46			
b. no more than	<table border="1"><tr><td>\$</td><td>59</td><td>.</td><td>00</td></tr></table>	\$	59	.	00	per day with receipts	
\$	59	.	00				

**G. Referral and Hiring Instructions**



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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.)

MCF4 Solutions Referral Contact: Shaun Kajiwar at 414 Aviation Blvd., Santa Rosa, CA 95403, telephone: (707) 867-7048; email address: shaun@mcf4.com. Contacts may be made by email, phone, or in person on the following days Monday through Friday, between the hours of 9 a.m. to 1 p.m. All referrals from State Workforce Agencies must be sent to the employer by email and must include referral contact name, phone number, and email address if an email address is available. Directions to our facilities are provided. Applicants will be interviewed by telephone or in person and job offers will be extended to able, willing, and qualified applicants. The employer will explain the job description at the time of the interview and if the applicant is interested in the job, an application will be provided. Telephone or in-person interviews will be at no cost to workers.

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. Documents will be examined by Employer as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork (i.e. employer application) was completed at the time of hire must have a valid identity and employment verification 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 Employer-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.

2. Telephone Number to Apply \*  
+1 (707) 867-7048

3. Extension §  
N/A

4. Email Address to Apply \*  
shaun@mcf4.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:

- 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.
- 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).
- 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), 655.501(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.
- 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).
- 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).



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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).





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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



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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)(3)(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 * Kajiwara	2. First (given) name * Shaun	3. Middle initial §
4. Title * Member		

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<p>5. Signature (or digital signature) *</p> <p>Digital Signature Verified and Retained By</p> <p><i>Certifying Officer</i></p>	<p>6. Date signed *</p> <p>12/29/2023</p>
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Hand Suckering Canopy and Trunks	\$ 00 15	Piece Rate	Hand Suckering Canopy and Trunks: \$0.005-\$0.15/Linear Ft. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$18.66/hour and up to \$25.00 or higher for work performed in California.
	Hand Canopy Management	\$ 00 10	Piece Rate	Hand Canopy Management: \$0.005-\$0.10/Linear Ft. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$18.66/hour and up to \$25.00 or higher for work performed in California.
	Hand Leafing Laterals	\$ 00 01	Piece Rate	Hand Leafing Laterals: \$0.01-\$0.07/Linear Ft. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$18.66/hour and up to \$25.00 or higher for work performed in California.
	Hand Pruning	\$ 00 01	Piece Rate	Hand Pruning: \$.01-\$.15/Linear Ft. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$18.66/hour and up to \$25.00 or higher for work performed in California.
	Hand Tying	\$ 00 05	Piece Rate	Hand Tying: \$.005-\$.05/Linear Ft. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$18.66/hour and up to \$25.00 or higher for work performed in California.
	Hand Suckering Canopy	\$ 00 01	Piece Rate	Hand Suckering Canopy: \$0.01-\$0.10/Linear Ft. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$18.66/hour and up to \$25.00 or higher for work performed in California .
	Hand Suckering Trunks	\$ 00 05	Piece Rate	Hand Suckering Trunks: \$0.005-\$0.05/Linear Ft. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$18.66/hour and up to \$25.00 or higher for work performed in California.
		\$ .		
		\$ .		
		\$ .		

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

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**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 §
Constellation Brands Inc.	Capener Vineyard: 19460 Geyserville Ave Geyserville , California 95441 SONOMA		2/15/2024	8/31/2024	2
Constellation Brands Inc.	ROV-910 Vineyard: Lytton Station Rd Geyserville , California 95441 SONOMA		2/15/2024	8/31/2024	2
Constellation Brands Inc.	Hoffman Vineyard: 21900 Geyserville Ave Geyserville , California 95441 SONOMA		2/15/2024	8/31/2024	2
Constellation Brands Inc.	Los Amigos: 4725 Hwy 128 Geyserville , California 95441 SONOMA		2/15/2024	8/31/2024	2
Constellation Brands Inc.	Del Rio Vineyard: 5100 Hwy 128 Geyserville , California 95441 SONOMA		2/15/2024	8/31/2024	2
Constellation Brands Inc.	Red Fan Vineyard: 5740 Red Winery Rd Geyserville , California 95441 SONOMA		2/15/2024	8/31/2024	2
Constellation Brands Inc.	Silk: 2749 Silk Rd Windsor , California 95492 SONOMA		2/15/2024	8/31/2024	2
Constellation Brands Inc.	Landslide (Cooper): 15790 Chalk Hill Rd Healdsburg, California 95448 SONOMA		2/15/2024	8/31/2024	2
Constellation Brands Inc.	Landslide (Taylor): 995 Maacama Ln Healdsburg, California 95448 SONOMA		2/15/2024	8/31/2024	2
Constellation Brands Inc.	Goldfields: 3121 Piner Rd Santa Rosa, California 95403 SONOMA		2/15/2024	8/31/2024	2

**D. Additional Housing Information**

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**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
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><small>Team Leaders (Wine Grapes) Under the direction of the First-Line Supervisor:</small></p> <ul style="list-style-type: none"><li>•Assign duties, such as cultivation, irrigation, or harvesting of crops or plants, product grading, or equipment maintenance.</li><li>•Train workers in techniques such as planting, harvesting, weeding (long handled hoe or shovel), or insect identification and in the use of safety measures.</li><li>•Confer with managers to evaluate weather or soil conditions, to develop plans or procedures, or to discuss issues such as changes in fertilizers, or cultivating techniques.</li><li>•Inspect crops, fields, or plant stock to determine conditions and need for cultivating, weeding, or harvesting.</li><li>•Move water and shade</li><li>•Review employees' work to evaluate quality and quantity and report to Supervisor.</li><li>•Recording time sheets, record keeping and data collection.</li><li>•Communicate worker performance to Supervisors and Management.</li><li>•This is not a Supervisory position and Team Leaders will not have authority to make personnel decisions such as discipline, hiring, or firing. Nor will they direct safety trainings.</li></ul> <p>This job offer includes the following crop activities: hand pruning, hand tying, hand suckering canopy, hand suckering trunks, hand canopy management, hand leafing laterals, weed control with shovel, hand vineyard maintenance, hand crop thinning.</p> <p>Description of specific work duties:</p> <p>Vineyard Work</p> <ul style="list-style-type: none"><li>-Suckering by hand – removal of any extra unwanted shoots on cordons/canes, trunks, removal of any short canes and shoots from the cordon/cane</li><li>-Hand Pruning: Pruning with Shears by hand.</li><li>-Hand Tying: Tying by hand with or cordons.</li><li>-Canopy management by hand – moving wires to position shoots within the trellis system to maintain a vertical growing grapevine</li><li>-Leafing and lateral removal by hand – removing leaves from the fruit zone during the growing season; removing lateral growth from the canes within the fruit zone and growing canopy</li><li>-Weed control by hand – using mechanical string trimmer for weed abatement and or a shovel (long-handled) to cut weeds from under the vines and for weed control around slopes of vineyards and along adjacent roads</li><li>-Crop thinning by hand – removal of clusters during specific times of year to enhance fruit quality</li></ul> <p>Drivers:</p> <p>VAN DRIVER SPECIFICATIONS:</p> <ol style="list-style-type: none"><li>1.Employee may drive vans (not busses) over the road.</li><li>2.Employee picks up workers from different housing sites/pick up points and takes them to an assigned work site and at the end of the workday takes them back to the housing site/pick up point. Employee will also work in the assigned crew</li><li>3.In order to drive a van, employees must possess valid drivers' license (state issued) and must be able to pass Class B Physical exam and register as an FLCE driver.</li></ol>			

*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
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>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 Employer due to damage or loss of equipment; housing or furnishings (beyond normal wear and tear) caused by the willful, dishonest, or grossly negligent conduct of 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/tools, 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; deductions expressly authorized by the worker in writing (if any); medical insurance payments, if applicable; and any repayment of cash advances made by employer to employee provided that such repayment will not result in a wage violation under this section in any given pay period.</p>			

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

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

*c. Job Offer Information 3*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * One month vineyard work experience with drivers license and medical examination. Workers must be able to lift 50 lbs frequently. No smoking, drinking alcohol, or illegal weapons or controlled substances in the fields or in housing. Able to stoop, bend, and work in cold and wet conditions. Able to use tools such as pruning shears, grape knives, hand saws, weed eaters, hedgers, shovels. Safety use and training provided by employer. Workers must abide by Employer housing rules. Ability to communicate in English or Spanish is required for training and safety purposes. (i.e. Workers must listen to, understand and follow instructions of Employer crew leaders, supervisors and managers.)			

*d. Job Offer Information 4*

1. Section/Item Number *	<b>D.10</b>	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The Employer-provided housing is provided by MCF4 Solutions: Cloverdale Oaks Inn, Extended Stay housing. 123 S. Cloverdale Blvd, Cloverdale, CA 95425. Housing is 11 rooms for 49 total workers. Rooms 301-309 have a capacity of 4 workers per room, room 311 has a capacity of 7 workers and room 312 has a capacity of 6 workers. Total Capacity: 49 workers. Coin-operated laundry facilities are located across the street. MCF4 Solutions will provide reimbursement to the workers for laundry.			

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

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

*e. Job Offer Information 5*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Employer will offer transportation at no cost to workers occupying Employer-provided housing to the worksite and return on a daily basis. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary, and workers are free to use their own transportation. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Employer.			

*f. Job Offer Information 6*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Additional Information Regarding Job Qualifications/Requirements</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * 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 95 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.  This work may entail exposure to plant pollens, insects and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times.  Daily individual work assignments will be made by, and at the sole discretion of, the employer as the needs of the operation dictate. Workers must perform the assigned work and work at the assigned work sites and may not switch assignments without the specific authorization of an Employer supervisor. Workers are expected to assist in maintaining work areas and company property in a neat and clean condition by not littering. Lunch must be eaten in the assigned area(s) away from the employee's work station.  Workers will be expected to comply with all provisions of this Clearance Order and the employer's work rules and policies, and to perform any and all assigned tasks in a professional and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures.  All safety rules and instructions must be meticulously observed throughout the work day. All MCF4 Solutions 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 Employer policies and/or meet expectations will result in application of specified disciplinary procedures, up to and including termination.  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. Drug Screening: Drug screening is post-offer, post-hire, can be random, and at no cost to the employee.			

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



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

*g. Job Offer Information 7*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Housing Information 2</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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 employer 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 and transportation to and from shopping facilities, from their housing location. Workers who elect to provide their own housing will not be offered or provided transportation from their elected housing to the pre-designated pick-up point (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 worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up point in order to voluntarily ride free transportation to and from the pre-designated pick-up point to the site where they will be working.</p> <p>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.</p> <p>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 times. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment. Employee may no longer occupy and shall immediately vacate the premises should the Employer-Employee relationship between Employer and Employee end.</p>			

*h. Job Offer Information 8*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Family Housing</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>As provided by the regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Sonoma County, California to provide family housing.</p> <p>Workers may be reached at the following address and phone numbers:</p> <p>ADDRESS: 414 Aviation Blvd., Santa Rosa, CA 95403 PHONE: (707) 867-7048</p> <p>In case of emergency, families can call the business office at (707) 867-7048 during normal business hours.</p>			

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



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

*i. Job Offer Information 9*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Housing Information</b>
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> 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.  MCF4 attests to the following: The public accommodations are compliant with the applicable housing health and safety standards set forth by the regulations in 20 CFR 655.122(d)(1)(ii). The units rented are sufficient to accommodate the number of workers requested. Local inspections are required.  Housing is offered to workers only. No housing will be provided to non-workers.  Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy, and will be maintained in compliance with applicable standards during the period of occupancy. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor). Failure to comply with these rules may result in disciplinary action, up to and including removal from the housing and termination of employment.  Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee. If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer. Common areas of the housing may be shared with male workers.  Workers provided housing will be assigned to a specific housing unit by the employer, at the employer's sole discretion, and may occupy only the specific housing unit assigned. Housing assignments are also made based on the closest worksite location. Housing assignments may be changed during the period of employment as the needs of the Employer dictate and to make most efficient use of housing facilities.			

*j. Job Offer Information 10*

1. Section/Item Number *	<b>A.11</b>	2. Name of Section or Category of Material Term or Condition *	<b>Pay Deductions - Deductions</b>
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> 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.**

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**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 - Frequency of Pay
3. Details of Material Term or Condition (up to 3,500 characters) *			
Frequency of Pay: Weekly			
<p>Payroll Periods will be weekly. Workers will be paid for the prior pay period. Payday is on Thursdays. Paychecks will be given directly to the worker, if still in the employment of the employer, or mailed to the address on the worker's employment application or any more recent change of address notification provided by the worker. Photo identification may be required to receive a paycheck. In the event it is necessary for someone other than the worker to pick up the worker's paycheck, an authorization form signed by the worker and approved by the worker's supervisor must be in the possession of the employer.</p>			

*l. Job Offer Information 12*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - EMPLOYER OBLIGATION IF EMPLOYMENT EXTENDED
3. Details of Material Term or Condition (up to 3,500 characters) *			
No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as term of employment, providing return transportation or paying return transportation expenses to the worker.			

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

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**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 - TERMS AND CONDITION CHANGES
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The Employer will expeditiously notify the order holding office or State agency by telephone 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.			

*n. Job Offer Information 14*

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 ( <i>up to 3,500 characters</i> ) * All employees are covered by workers' compensation insurance in accordance with California law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period. A workers' compensation and employer's liability insurance policy is held by MCF4 Solutions, LLC covering the Workers Compensation Law of the State of California. Insurance coverage is provided by Star Insurance Company. The policy number is: WC08062370. The Policy is effective beginning 04/12/2023 and expires 04/12/2024. Employees may be placed on light/modified duty as a result of a work-related injury or illness. Such duties will be in accordance with state law and related advisories.  Name and address of policyholder: MCF4 Solutions, LLC 414 Aviation Blvd Santa Rosa, CA 95403  Person(s) and phone numbers(s) of person(s) to be notified to file claim: Shaun Kajiware, Member (707) 867-7048  Deadline for filing claim: 24 hours or as soon as possible			

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



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**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
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Wage offer: \$21.65 per hour 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 \$21.65 per hour for work performed in California (unless the wage methodology is changed by government or legal action). Employer assures that the required wage rate will be paid at the time that the work is performed. If a prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, (i) The worker's pay must be supplemented at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. Piece Rates: •Hand Pruning: \$0.01-\$0.15/Linear Ft. •Hand Tying: \$.005-\$0.05/Linear Ft. •Hand Suckering Canopy: \$0.01-\$0.10/Linear Ft. •Hand Suckering Trunks: \$0.005-\$0.05/Linear Ft. •Hand Suckering Canopy and Trunks: \$0.005-\$0.15/Linear Ft. •Hand Canopy Management: \$0.005-\$0.10/Linear Ft. •Hand Leafing Laterals: \$0.01-\$0.07/Linear Ft. The estimated hourly equivalent of the piece rates varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of \$18.66/hour and up to \$25.00 or higher for work performed in California. Workers will need to prune 131 ft to 1,975 ft per hour. If a prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. Overtime: Workers will be paid overtime after 8 hours per day and 40 hours per week for work performed in California. The employer will abide by the seventh (7) day of rest rules. Overtime wage rate: One and one-half times the regular rate of pay for work performed in California (\$21.65 per hour) is \$32.475 per hour and \$43.30 for double time: i.e. double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) consecutive day of work in the workweek. The overtime rate of pay during piece rate pay is calculated pursuant to DfR guidelines. Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates.			

*p. Job Offer Information 16*

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - REQUIRED DEPARTURE
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> 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.			

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



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

q. Job Offer Information 17

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - ARRIVAL/DEPARTURE RECORDS
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>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.</p> <p>During the travel described above (inbound and outbound transportation), the employer will pay for or reimburse daily meals by providing each worker:</p> <p>a.No less than \$15.46 per day</p> <p>b.No more than \$59 per day with receipts</p>			

r. Job Offer Information 18

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound and Outbound Transportation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>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 Employer which are the places of recruitment (which for the H-2A workers are Mexico City, Jalisco, Oaxaca, Zacatecas, Colima, Chiapas, Tlaxcala, Mexico). Notwithstanding, the employer will reimburse workers during the first work week if any expenses paid directly by the employees for inbound transportation, subsistence, and visa fees reduces the first week's wages below the required wage.</p> <p>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 Employer which are the places of recruitment. Notwithstanding, the employer will reimburse workers during the first work week if any expenses paid directly by the employees for inbound transportation, subsistence, and visa fees reduces the first week's wages below the required wage.</p> <p>Inbound: The Employer will give the option to the workers to either fly or use bus transportation from the places of recruitment to the Border and then fly or use bus transportation from the Border to the place of employment. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite.</p> <p>Outbound: The Employer will give the option to the workers to either fly from a reasonable, convenient airport near the place of employment (ex. SFO or OAK) or use bus transportation from the place of employment to the Border and then fly or use bus transportation from the Border to the places 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.</p> <p>For inbound and outbound transportation, subsistence (meals) will be reimbursed at the rate of \$15.46 per day without documentation and of actual expenditures, and at actual cost up to a maximum of \$59.00 per day with documentation of actual expenditures. The amount of reimbursement for transportation shall be the worker's actual cost, but not more than the most economical and reasonable common carrier transportation charges for the distance involved.</p>			

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

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**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 - EMPLOYER CONTACT INFORMATION
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * MCF4 Solutions, LLC is headquartered in Santa Rosa, California (414 Aviation Blvd., Santa Rosa, CA 95403), Phone: (707) 867-7048. The employer has designated this as the Application site.  MCF4 Solutions is a registered Farm Labor Contractor.			

*t. Job Offer Information 20*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB ORDER INFORMATION
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Job title: Crew Leaders and Drivers Workers Needed: a.Total: 2 b.H-2A: 2 The Employer seeks certification for 2 workers. Total workers: 2			

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

*u. Job Offer Information 21*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Schedule
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>The normal work week is 35 hours unless Acts of God or labor disputes make such a work week impracticable or impossible. The normal workday is 7 hours per day, Monday through Friday. Work start and end times are typically 6 a.m. to 1:30 p.m. Monday through Friday. The worker may be required to start work earlier than 6 a.m. and stop work later than 1:30 p.m. (Monday through Friday). Daily start and end times vary based on weather and season. Workers' start and end times may also vary daily based on pick up times for transportation from the housing facilities to vineyard work sites and from vineyard work sites to the housing facilities.</p> <p>Unpaid lunch breaks are 30 minutes with two (2) paid 10 minute breaks a day. There is no lunch break on workdays that are 5 hours or less. Workers will be assigned a specific work schedule at the sole discretion of the employer.</p> <p>There may be decreased hours in the work week in the months of April and August due to the natural growth cycle of wine grapes.</p> <p>The worker may be required to work a night shift during months of harvest.</p> <p>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.</p> <p>Overtime work is expected and is available. The Employer abides by California Wage Order 14 i.e., Agricultural employees are generally entitled to time and one-half pay for the first eight hours worked on the seventh consecutive day of work in any given workweek, and double-time pay for all work performed in excess of eight hours on the seventh consecutive day of work in any given workweek.)The employer will abide by the seventh (7) day of rest rules.</p> <p>All workers not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information will be used to notify the worker not to report to work due to inclement weather or when work is not available or to notify the worker of any change in the worker's daily work schedule, or for any other reason.</p>			

*v. Job Offer Information 22*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TRAINING
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>The employer will provide a 1-day training session from each worker's initial date of employment.</p>			

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**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 - TERMINATIONS
3. Details of Material Term or Condition (up to 3,500 characters) * The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (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.			

x. Job Offer Information 24

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) * 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.			

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**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 - PRODUCTION STANDARDS
3. Details of Material Term or Condition (up to 3,500 characters) * Workers will be expected to work at a normal productive professional pace and keep up with the rest of the crew at a level of 85-90% of the overall crew pace. If workers fail to keep up with the crew after the above-referenced break-in period, workers will be notified and can be terminated for failure to meet production standards after a reasonable period of on the job training. Production Standard: Workers must prune at least 45 vines/hour.			

z. Job Offer Information 26

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * Workers will be transported by 3 vans, each with a capacity of 26 workers. Total capacity: 78			

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