



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

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. *	2	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>75</u> lbs.		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input checked="" type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input checked="" type="checkbox"/> i. Frequent stooping or bending over <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. *			
<i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i> See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *				
61989 LINCOLN ST				
2. City *	3. State *	4. Postal Code *	5. County *	
THERMAL	California	92274	Riverside	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Harvesting work will be performed in the fields in Riverside County, California 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 locations, which are owned or operated by Toothe Acre Ranch (Grower):				
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? *				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *				
50080 Balboa Street				
2. City *	3. State *	4. Postal Code *	5. County *	
Coachella	California	92236	Riverside	
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public (including mobile or range)			1	12
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. <i>(If no additional information, enter "NONE" below)</i> *				
Oseguera will provide housing for 12 workers in 1 unit. Total Capacity: 12. Each housing unit has an individual storage for personal belongings for each employee. Each worker will receive their own bed. They will also receive one blanket, a set of sheets, pillow, and pillowcase. Unit contains a fully furnished kitchen for workers to prepare their own meals.				
11. Is a completed Addendum 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.)
 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.

The employer:
 [X] WILL NOT charge workers for meals.

2. The employer: *	<input checked="" type="checkbox"/> WILL NOT charge workers for meals.
	<input type="checkbox"/> WILL charge each worker for meals at \$ <u>15</u> . <u>88</u> per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)
 Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)
 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	\$ <u>15</u> . <u>88</u>	per day *
	b. no more than	\$ <u>59</u> . <u>00</u>	per day with receipts

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.)

See Addendum C

2. Telephone Number to Apply * +1 (831) 443-4159	3. Extension § N/A	4. Email Address to Apply * h2a@aseguera.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? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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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), 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.
- 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)(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 * Oseguera Garibay	2. First (given) name * Hilda	3. Middle initial §
4. Title * Treasurer		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/27/2024
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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 §
Taylor Farms Retail	61989 LINCOLN ST THERMAL , California 92274 RIVERSIDE		4/16/2024	6/8/2024	12

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>3. Details of Material Term or Condition (up to 3,500 characters) * General Laborers to perform the following duties:</p> <p>In the field: Workers will cut, wash, bag, seal, pack and load boxes, crates and or bins of broccoli, cauliflower, celery, green beans, green leaf, iceberg lettuce, cabbage, romaine lettuce (including hearts), kale, head lettuce (including core). Drive tractors and machines for harvest. Tractors have a gross weight capacity under 26,000 lbs and do not require a commercial driver license to operate. Workers wash product when on tables or conveyor belt once cut. Worker's load and tie product on field trailers pulled by tractors. May work as Crew Leader Helper to assist Foreman/Crew Leader with production.</p> <p>All duties are performed on the farm.</p> <p>BROCCOLI</p> <p>Cutting is done by walking on uneven furrows behind a harvesting machine. The cutter will determine size and quality of the product to be harvested according to quality and size specifications as provided by foreman. Then, using a small harvesting knife and bending at the waist, the worker cuts the broccoli at the specified length of the stalk into either spears, florets, or crowns. Will cut broccoli in a safe manner where the worker doesn't self-inflict injury or that to other workers nearby. When the machine is turning at the end of furrow cutters may move ahead to cut broccoli and place onto the packing table or conveyor belt.</p> <p>The packer further examines the product for any defect prior to either or combination of; cut into stalk, florets, spears, sort, bag, seal and pack and place in a pack style or carton to the desired size and quality specifications. Selects the carton or box for the pack style required from the overhead compartment and marks the carton with a black crayon and marks the personal packer identification number. The finished product is then placed per specification into the carton up to the correct count, closes the box and then pushes the box onto a conveyor that transports the carton to the trailer to be loaded. Bagging, sealing, and packing may involve multiple packing styles at once.</p> <p>The box maker constructs cartons and assembles plastic totes for product by unfolding and bending the material as designed to form a box while inspecting that packaging material is free of contaminants and undamaged. Ensures boxes are properly closed and places corresponding trace back labels on boxes. Carries carton bundles and transfers finished cartons or totes to the loader for palletization. The process is repeated. Ensures packers have adequate supply throughout the day and work area is clean. When needed, may assist loaders with stacking boxes or securing loads.</p> <p>The loader loads and stacks finished boxes onto pallets on the deck of the harvester or trailer. Ensures each pallet contains 48 boxes per pallet while ensuring the weight is properly distributed and the trace back sticker is facing outward. Ensures load is properly secured with V-boards, corner boards and/or straps once the load reaches the correct number of cartons required before transfer to the trailer for transport to the cooler. Cartons, totes, RPCs, or bins with product can weigh up to 38 lbs. (RPC), 25 lbs. (Boxes) and pallets can weigh up to 75 lbs.</p>			

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>3. Details of Material Term or Condition (up to 3,500 characters) * FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment/tools; housing or furnishings (beyond normal wear and tear) caused by the worker (if any) - the employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; Cal Savers, retirement plan (if eligible); 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.</p>			

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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
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Two months of experience in harvesting vegetables. Cannot be color blind due to the need to distinguish colors of crops for proper ripeness and maturity, no smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work 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 50 degrees F to over 90 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.</p>			

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
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Walk-in applications will be accepted at: 1099 Rogge Road, Salinas, CA 93906 Oseguera Referral Contact: Ruben Magana/831-443-4155 Telephone: 928-726-1159 (Yuma) / 831-443-4155 (Salinas) Fax: 928-726-1165 (Yuma, AZ) / 831-443-4159 (Salinas, CA) Email address: h2a@aoseguera.com</p> <p>Contact hours are Monday through Friday between 8:00 a.m. and 12:00 p.m. 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.</p> <p>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.</p> <p>All applicants must verify they possess the required work experience by providing a valid working telephone number and contact name of the former or existing employer so that employment experience may be verified.</p> <p>Telephone Number to Apply: Main Office - 928-726-1159 (Yuma) / 831-443-4159 (Salinas) Email Address to Apply: h2a@aoseguera.com Website address (URL) to Apply: N/A</p>			

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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 - REQUIRED DEPARTURE
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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.</p>			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound and Outbound Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</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 Company which is the place of recruitment.</p> <p>Place of recruitment for the H-2A workers is Oaxaca, Jalisco, Michoacan, Vera Cruz, Chiapas, Guerrero, San Luis, Sonora, Mexicali, and Guanajuato, 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.</p> <p>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.)</p> <p>Inbound: The Employer will provide bus transportation to travel from the place of recruitment (Oaxaca, Jalisco, Michoacan, Vera Cruz, Chiapas, Guerrero, San Luis, Sonora, Mexicali, and Guanajuato, Mexico) to the Tijuana Border, at no charge to the workers. Then the Employer will provide bus transportation for the workers to travel from the Border to the place of employment, at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. 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 provide a bus for the workers to travel from the place of employment to the place of recruitment, at no charge to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. 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 day after the last day worked is the day of departure after the employer inspect housing for damages and to ensure workers do not leave behind their belongings.</p> <p>The subsistence rate during inbound and outbound transportation is \$15.88 per day without receipts and \$59.00 with receipts.</p>			

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g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - ARRIVAL/DEPARTURE RECORDS
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>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.</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 \$15.88 per day</p> <p>b.No more than \$59.00 per day with receipts</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will include buses and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use.</p> <p>Voluntary Daily Transportation Plan:</p> <ul style="list-style-type: none"> •Employer will have 45 vehicles available to transport workers from the housing locations to the place of employment and back, daily: 1 2003 Bluebird (40 passenger bus); 1 2000 Chevrolet BSeries Bus (43 workers); 1 2001 Chevrolet B7t (45 workers); 1 1998 Chevrolet B7000 (39 workers); 1 1995 Chevrolet Blue Bird 40 passenger Bus (38 workers); 1 2003 Ford Econoline Buses (15 workers each); 1 1997 Ford Econoline Bus (15 workers); 1 2006 Ford Econoline Bus (15 workers); 1 2000 GMC Bluebird 40 passenger bus (43 workers); 1 2000 GMC Bluebird 40 passenger bus (30 workers); 1 1991 International 3000 2800 (39 workers); 1 1998 International 300 3800 (41 workers); 1 1999 International Bus (27 workers); 2 International 3000 Series School Buses (47 workers each); 1 2009 International 2999 Series School Bus (47 workers); 1 1998 International 3000 Series School Bus (41 workers); 1 2001 Freightliner Bluebird Bus (37 workers); 1 2001 Chevrolet Bluebird B7 (41 workers); 1 2011 Freightliner Bluebird Bus (37 workers); 1 2007 International 3000 Series School Bus (47 workers); 1 2002 GMC B7000 (43 workers); 1 2008 Chevrolet Goshen B5500 Bus (29 workers); 1 2008 Chevrolet C4500 C4V0 (25 workers); 1 2007 Ford Bus (22 workers); 1 2008 Chevrolet Goshen Bus C5500 (33 workers); 1 2010 Freightliner Bluebird Bus (45 workers); 1 2010 Freightliner Bluebird Bus (35 workers); 1 2009 GMC Goshen Bus C5500 (32 workers); 1 2008 GMC Goshen Bus C5500 (32 workers); 1 2009 International CE300 (37 workers); 1 2013 Thomas Bus (45 workers); 1 2014 Bluebird Bys (43 workers); 1 2013 Bluebird Bus (44 workers); 1 2012 Bluebird Bus (41 workers); 1 2012 Thomas SafTLiner Bus (45 workers); 1 2012 Thomas SafTLiner Bus (45 workers); 1 2012 Thomas SafTLiner Bus (43 workers); 1 2012 Thomas SafTLiner Bus (49 workers); 1 2012 Thomas SafTLiner Bus (49 workers); 1 2011 Bluebird Bus (32 workers); 1 2012 Freightliner SafTLiner Bus (43 workers); 1 2017 Freightliner SafTLiner Bus (45 workers); 1 2017 Freightliner SafTLiner Bus (45 workers); and 1 2017 Freightliner SafTLiner Bus (46 workers). •The pre-designated pickup points are located at the housing addresses. •The vehicles 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 normal shift is 6 working hours. The working hours will be 5:00 a.m. to 11:30 a.m., Monday through Saturday. Start and stop times may vary throughout the season. Work can start as early as 2:00 a.m. End times depend on the start time. Work may end as late as 5:30pm for shifts that begin at 11 am Start and end times vary depending on the time of year, hours of daylight, weather, and production requirements and when the first load is expected at the cooler. Pick up and drop off times vary based on work start and end times. Employees are notified of changes in pick-up times. •For workers living at housing equipped with full kitchen facilities, buses will be used to provide transportation to the grocery store at least once a week. 			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Workers are free to provide their own transportation to and from the daily work site. The employer will pick up workers at the housing facility before the start time and will drop off workers at the housing facility at the end of the workday. Pickup and drop off times vary with the start and end times as stated in this contract. Workers will be notified of any changes to the pickup time.</p> <p>Employer may at its discretion register/orient and/or take employees to the Social Security Administration Office once they arrive and we are given an appointment by the agency.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Family housing
<p>3. Details of Material Term or Condition (up to 3,500 characters) * <small>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 Riverside County, California to provide family housing.</small></p> <p>Workers may be reached at the following address and phone number: ADDRESS: 1099 Rogge Road, Salinas, CA 93906 PHONE: (831)443-4155</p> <p>Mail intended for workers should be addressed to the address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above.</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. 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>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 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 worksite. They may also decide to provide their own transportation to and from their own housing to 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. The Employer may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use.</p> <p>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.</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 time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p> <p>Reasonable repair costs of damage other than that cause by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</p>			

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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 - WAGE OFFER
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Wage offer in California: \$19.75 per hour</p> <p>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 \$19.75 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.</p> <p>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.</p> <p>If the worker is paid on a piece rate 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. Employer may pay a different wage (i.e. piece rate) but only if such wage change results in a wage equal to or higher than the AEWR or published prevailing rate, if any. Such different piece rates may apply during the contract period based on market conditions.</p> <p>Estimated piece rate hours vary per individual or crew, per commodity, per crop, crop quality and per harvest conditions, weather, and other factors. This estimated hourly rate during piece rate is not guaranteed.</p> <p>Overtime: Workers will be paid overtime after 8 hours per day and or 40 hours per week for work performed in California. The employer will abide by the seventh (7) day of rest rules.</p> <p>Overtime wage rate California: One and one-half times the regular rate of pay for work performed in California (\$19.75 per hour, unless rescinded by court order or other action) is \$29.63 per hour and \$39.50 for double time: i.e., double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) day of work in the workweek. Regular rate of pay for piece rate work is paid pursuant to California law and under DIR guidelines.</p> <p>Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates.</p> <p>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>			

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - WORKER'S COMPENSATION
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>All employees are covered by workers' compensation insurance in accordance with California and Arizona laws. 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.</p> <p>Insurance coverage is provided by Alliant Insurance Services, Inc. The policy number is: SAMTWC0110501 The Policy is effective beginning 03/01/2023 and expires 03/01/2024.</p> <p>Name and address of policyholder: A. Oseguera Company 1099 Rogge Rd, Salinas, CA, 93906</p> <p>Person(s) and phone numbers(s) of person(s) to be notified to file claim: Ruben Magana 928-726-1159 (Yuma, AZ) / 831-443-4155 (Salinas, CA)</p> <p>Deadline for filing claim: 24 hours or as soon as possible</p> <p>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.</p>			

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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 - EMPLOYER CONTACT INFORMATION
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>A Oseguera Company, Inc. (also referred to herein as "Oseguera" "Employer" or "Company") is headquartered in Salinas, California (1099 Rogge Road, Salinas, CA 93906), Phone: 831-443-4155. Oseguera is a registered Farm Labor Contractor.</p>			

n. Job Offer Information 14

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>) *			
<p>Job title: General Laborers Workers Needed: a.Total: 20 b.H-2A: 12 Oseguera seeks certification for 12 H2A workers. The total number of workers needed is 20. Of the 20 total workers, it is estimated that 8 will be domestic workers that do not require housing.</p>			

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o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The machine operator safely drives the harvesting machine during course of the workday accordingly with the movements of the cutters through the fields always remaining at the controls and maintaining awareness of surroundings and identifying safety hazards. The operator will need to make machinery adjustments safely due to the commodity that is being harvested throughout the harvest season. Will conduct a pre-inspection of machine at start of the shift and immediately report any observed mechanical problems to supervisor, and document on inspection form. At the start of day, the machine operator opens and moves the machine to the area of the block where harvesting will take place, prepares the necessary number of materials and pallets needed for throughout the day. Enters pack style information into the PTI machine and correctly places trace back stickers on cartons. Walk the field to identify placement of left behind irrigation pipes and will move them if needed. The machine operator will also adjust, maintain, and implement any machinery attachments to prepare for the next day's harvest. The machine operator will also need to recommend to mechanics and fabricators what is needed to implement better efficiency to the machinery. At the end of day, the machine operator will clean and sanitize all contact surfaces of the machine and completely wash the machine frame on a weekly basis. Must be able to lift pallets that can weigh up to 40 lbs.</p> <p>The tractor driver safely drives the tractor during the workday maintaining awareness of surroundings and identifying safety hazards. Will conduct a pre-inspection at the start of the shift, or upon changing tractors throughout the day and will immediately report any observed mechanical problems to the Supervisor and document on the inspection form. In coordination with the machine operator will provide harvesting crews with trailers, loading and unloading packaging materials from machine to trailer. Ensure completed pallets are properly secured before transporting them to the truck driver for distribution to the cooling facility. May cover the load with a plastic liner to protect the finished cartons from inclement weather. Transports and replenishes harvester with pallets and/or packaging materials from the truck driver. If necessary, may assist with load transfers, moving toilet/handwashing stations and water trailers.</p> <p>The forklift operator will offload empty bins from the trailer and load onto the field trailer for harvesting operations. When the bins become full, the tractor driver and machine operator will guide the harvesting machine to the edge of the lot, forklift operator will then offload full bins and replace them with empty bins to continue the harvesting operation. When the forklift operator loads empty bins to the field trailer, the operator will then load the full bins onto the trailer (bins to be stacked 3 high) and prepare for customer delivery. The forklift operator will install v-boards, tie-downs, and rope to safely secure the product to trailer. The forklift operator will comply with all safety protocols, organize, and maintain forklift maintenance documentation and report any issues to the crew supervisor.</p>			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * CAULIFLOWER</p> <p>Cutting is done by walking on uneven furrows behind a harvesting machine. The cutter may need to pull away the outer leaves to determine the size and quality of the product to be harvested if not visible. If size and quality do not meet expectation or pack style being harvested leaves are closed to protect from damage. Then, holding gently the head with one hand, and using a harvesting knife with the other hand and bending at the waist, the cutter cuts at its base and cleans the head of excess, damaged, or quality compromising leaves shaping the crown to the required form. The head is then gently placed with the base down on the conveyor belt for washer to handle.</p> <p>The washer receives the product and inspects the head once more for any defected or spoiled parts. Defective products are discarded. Rinses and spot check the head using a pressurized hose to remove dirt and debris. If needed, remove excessive or missed leaves. Gently returns product on conveyor belt for bagger to handle.</p> <p>The bagger further examines the head for any defect prior to either or combination of; twisting the bag at the closure point then applying tape or other special means to complete the closure or sorting according to desired pack style. Returns product on conveyor belt for packer to handle.</p> <p>The packer selects the correct carton or box for the pack style required and marks the carton with a black crayon and marks the personal packer identification number. The finished product is then placed per specification into the carton or box up to the correct count and then pushes onto a conveyor belt that transports the carton to the trailer to be loaded. Bagging and packing may involve multiple packing styles at once.</p> <p>The box maker constructs cartons and assembles plastic totes for product by unfolding and bending the material as designed to form a box while inspecting that packaging material is free of contaminants and undamaged. Ensures boxes are properly closed and places corresponding tracking labels on boxes. Carries carton bundles and transfers finished cartons or totes to the loader for palletization. The process is repeated. Ensures packers have adequate supply throughout the day and work area is clean. When needed, may assist loader with stacking boxes or securing loads and/or cutting until enough product has been harvested.</p> <p>The loader loads and stacks finished boxes onto pallets on the deck of the harvester or trailer, separating pallets by the corresponding box sizes while ensuring the weight is properly distributed and the trace back sticker is facing outward. Ensures load is properly secured with V-boards, corner boards and/or straps once the load reaches the correct number of cartons required before transfer to the trailer for transport to the cooler. Cartons or totes with product can weigh up to 25-28 lbs. and pallets can weigh up to 75 lbs.</p>			

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q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 3
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The machine operator safely drives the harvesting machine during course of the workday accordingly with the movements of the cutters through the fields always remaining at the controls and maintaining awareness of surroundings and identifying safety hazards. The operator will need to make machinery adjustments safely due to the commodity that is being harvested throughout the harvest season. Will conduct a pre-inspection of machine at start of the shift and immediately report any observed mechanical problems to supervisor, and document on inspection form. At the start of day, the machine operator opens and moves the machine to the area of the block where harvesting will take place, prepares the necessary number of materials and pallets needed for throughout the day. Enters pack style information into the PTI machine and correctly places trace back stickers on cartons. Walk the field to identify placement of left behind irrigation pipes and will move them if needed. The machine operator will also adjust, maintain, and implement any machinery attachments to prepare for the next day's harvest. The machine operator will also need to recommend to mechanics and fabricators what is needed to implement better efficiency to the machinery. At the end of day, the machine operator will clean and sanitize all contact surfaces of the machine and completely wash the machine frame on a weekly basis. Must be able to lift pallets that can weigh up to 40 lbs.</p> <p>The tractor driver safely drives the tractor during the workday maintaining awareness of surroundings and identifying safety hazards. Will conduct a pre-inspection at the start of the shift, or upon changing tractors throughout the day and will immediately report any observed mechanical problems to the Supervisor and document on the inspection form. In coordination with the machine operator will provide harvesting crews with trailers, loading and unloading packaging materials from machine to trailer. Ensure completed pallets are properly secured before transporting them to the truck driver for distribution to the cooling facility. May cover the load with a plastic liner to protect the finished cartons from inclement weather. Transports and replenishes harvester with pallets and/or packaging materials from the truck driver. If necessary, may assist with load transfers, moving toilet/handwashing stations and water trailers.</p> <p>CELERY</p> <p>All packing duties will be performed in the field and on the farm. Field Worker: Transplanting and celery harvest -Plant, cut, bunch, pack, and load fresh celery in the field. Cutting is done by using your hands and cutting knife. Using a harvesting hand knife and bending at the waist, the employee cuts the stalk from the roots and trims the outer stalks from the stalk to prepare it to be packed into a tote in the field. Will cut celery in a safe manner where the worker doesn't self-inflict injury or that to other workers nearby. When the machine is turning at the end of furrow cutters may move ahead to cut celery and place onto the packing table or conveyor belt.</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 4
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The packer further examines the product for any defect prior to either or combination of; spot wash, apply a clip, sort, bag, seal and pack and place in a pack style or carton. Selects the correct box for the pack style required and marks the carton with a colored crayon of the crew designation, used to indicate the pack style, and the personal packer identification number. The finished product is then inspected and placed per specification into the carton up to the correct count, closes the carton and then pushes the carton onto a conveyor that transports the carton to box maker. Bagging, sealing, and packing may involve multiple packing styles at once.</p> <p>The box maker constructs cartons and assembles plastic totes for product by unfolding and bending the material as designed to form a box while inspecting that packaging material is free of contaminants and undamaged. The process is repeated. Ensures boxes are properly closed and places corresponding tracking labels on boxes. Carries carton bundles and transfers finished cartons or totes to the loader for palletization. Ensures packers have adequate supply throughout the day and work area is clean. When needed, may assist loader with stacking boxes or securing loads and/or cutting until enough product has been harvested.</p> <p>The loader loads and stacks finished boxes onto pallets on the deck of the harvester or trailer, separating pallets by the corresponding box sizes and ensuring the weight is properly distributed and the trace back sticker is facing outward. Ensures load is properly secured with V-boards, corner boards and/or straps once the load reaches the correct number of cartons required before transfer to the trailer for transport to the cooler. Cartons or totes with product can weigh up to 60 lbs. Pallets can weigh up to 75 lbs. and are handled by the tractor driver and/or machine operator.</p> <p>The machine operator safely drives the harvesting machine during course of the workday accordingly with the movements of the cutters through the fields always remaining at the controls and maintaining awareness of surroundings and identifying safety hazards. The operator will need to make machinery adjustments safely due to the commodity that is being harvested throughout the harvest season. Will conduct a pre-inspection of machine at start of the shift and immediately report any observed mechanical problems to supervisor, and document on inspection form. At the start of day, the machine operator opens and moves the machine to the area of the block where harvesting will take place, prepares the necessary number of materials and pallets needed for throughout the day. Enters pack style information into the PTI machine and correctly places trace back stickers on cartons. Walk the field to identify placement of left behind irrigation pipes and will move them if needed. The machine operator will also adjust, maintain, and implement any machinery attachments to prepare for the next day's harvest. The machine operator will also need to recommend to mechanics and fabricators what is needed to implement better efficiency to the machinery. At the end of day, the machine operator will clean and sanitize all contact surfaces of the machine and completely wash the machine frame on a weekly basis. Must be able to lift pallets that can weigh up to 75 lbs.</p>			

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s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 5
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The tractor driver safely drives the tractor during the workday maintaining awareness of surroundings and identifying safety hazards. Will conduct a pre-inspection at the start of the shift, or upon changing tractors throughout the day and will immediately report any observed mechanical problems to the Supervisor and document on the inspection form. In coordination with the machine operator will provide harvesting crews with trailers, loading and unloading packaging materials from machine to trailer. Ensure completed pallets are properly secured before transporting them to the truck driver for distribution to the cooling facility. May cover the load with a plastic liner to protect the finished cartons from inclement weather. Transports and replenishes harvester with pallets and/or packaging materials from the truck driver. If necessary, may assist with load transfers, moving toilet/handwashing stations and water trailers.</p> <p>GREEN BEANS</p> <p>All duties are performed on the farm. Harvesting Machine harvests Green Beans in varying weather conditions. Harvest is done by harvesting machines that separates beans from the plant. Cut, sort, load green beans into conveyor belt where Employees are sorting out quality green beans into bins on the field trailer. Tie and secure Bins load on field trailer, load pulled by tractor to end of field; transferred to a refrigerated van trailer hauled by domestic drivers. Pallet jack used to move pallets from field trailer to refrigerate van trailer (reefer). May work as Crew Leader Helper to assist Foreman/Crew Leader with production.</p> <p>The machine operator safely drives the harvesting machine during course of the workday accordingly with the movements of the cutters through the fields always remaining at the controls and maintaining awareness of surroundings and identifying safety hazards. The operator will need to make machinery adjustments safely due to the commodity that is being harvested throughout the harvest season. Will conduct a pre-inspection of machine at start of the shift and immediately report any observed mechanical problems to supervisor, and document on inspection form. At the start of day, the machine operator opens and moves the machine to the area of the block where harvesting will take place, prepares the necessary number of materials and pallets needed for throughout the day. Enters pack style information into the PTI machine and correctly places trace back stickers on cartons. Walk the field to identify placement of left behind irrigation pipes and will move them if needed. The machine operator will also adjust, maintain, and implement any machinery attachments to prepare for the next day's harvest. The machine operator will also need to recommend to mechanics and fabricators what is needed to implement better efficiency to the machinery. At the end of day, the machine operator will clean and sanitize all contact surfaces of the machine and completely wash the machine frame on a weekly basis. Must be able to lift pallets that can weigh up to 40 lbs.</p>			

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 Duties 6
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The tractor driver safely drives the tractor during the workday maintaining awareness of surroundings and identifying safety hazards. Will conduct a pre-inspection at the start of the shift, or upon changing tractors throughout the day and will immediately report any observed mechanical problems to the Supervisor and document on the inspection form. In coordination with the machine operator will provide harvesting crews with trailers, loading and unloading packaging materials from machine to trailer. Ensure completed bins are properly secured before transporting them to the truck driver for distribution to the cooling facility. May cover the load with a plastic liner to protect the finished product from inclement weather. Transports and replenishes harvester with bins and/or packaging materials from the truck driver. If necessary, may assist with load transfers, moving toilet/handwashing stations and water trailers.</p> <p>The forklift operator will offload empty bins from the trailer and load onto the field trailer for harvesting operations. When the bins become full, the tractor driver and machine operator will guide the harvesting machine to the edge of the lot, forklift operator will then offload full bins and replace them with empty bins to continue the harvesting operation. When the forklift operator loads empty bins to the field trailer, the operator will then load the full bins onto the trailer (bins to be stacked 3 high) and prepare for customer delivery. The forklift operator will install v-boards, tie-downs, and rope to safely secure the product to trailer. The forklift operator will comply with all safety protocols, organize, and maintain forklift maintenance documentation and report any issues to the crew supervisor.</p> <p>The Pallet Jack operator will transfer empty bins from the Reefer trailer and transfer onto the field trailer for harvesting operations. When the bins become full, the tractor driver and machine operator will guide the harvesting machine to the edge of the lot; Pallet Jack operator will then transfer full bins and replace them with empty bins to continue the harvesting operation. When the Pallet Jack operator transfers the empty bins to the field trailer, the operator will then transfer the full bins onto the Reefer trailer and prepare for customer delivery. The Pallet Jack Operator will install v-boards, tie-downs, and rope to safely secure the product to Reefer trailer. The Pallet Jack operator will comply with all safety protocols, organize, and maintain Pallet Jack maintenance documentation and report any issues to the crew supervisor.</p> <p>GREEN LEAF, ICEBERG LETTUCE, CABBAGE, and ROMAINE LETTUCE</p> <p>Cutting is done by walking in uneven furrows in front of the harvesting platform machine. Workers determine the size and quality of the product to be harvested. Then, using a harvesting hand knife and bending at the waist, the worker cuts the lettuce at the roots and trims excess, damaged, or quality compromising leaves, further examining for any defect prior to being placed on the packing table. If needed, workers will discard rotting and over-ripped lettuces.</p>			

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u. Job Offer Information 21

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 7
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The packer further examines the product for any defect prior to either or combination of; spot wash, apply a clip, sort, bag, seal and pack and place in a pack style or carton. Selects the correct box for the pack style required and marks the carton with a colored crayon of the crew designation, used to indicate the pack style, and the personal packer identification number. The finished product is then inspected and placed per specification into the carton up to the correct count, closes the carton and then pushes the carton onto a conveyor that transports the carton to box maker. Bagging, sealing, and packing may involve multiple packing styles at once.</p> <p>The box maker constructs cartons and assembles plastic totes for product by unfolding and bending the material as designed to form a box while inspecting that packaging material is free of contaminants and undamaged. The process is repeated. Ensures boxes are properly closed and places corresponding tracking labels on boxes. Carries carton bundles and transfers finished cartons or totes to the loader for palletization. Ensures packers have adequate supply throughout the day and work area is clean. When needed, may assist loader with stacking boxes or securing loads and/or cutting until enough product has been harvested.</p> <p>The loader loads and stacks finished boxes onto pallets on the deck of the harvester or trailer, separating pallets by the corresponding box sizes and ensuring the weight is properly distributed and the trace back sticker is facing outward. Ensures load is properly secured with V-boards, corner boards and/or straps once the load reaches the correct number of cartons required before transfer to the trailer for transport to the cooler. Cartons or totes with product can weigh up to 60 lbs. Pallets can weigh up to 75 lbs. and are handled by the tractor driver and/or machine operator.</p> <p>The machine operator safely drives the harvesting machine during course of the workday accordingly with the movements of the cutters through the fields always remaining at the controls and maintaining awareness of surroundings and identifying safety hazards. The operator will need to make machinery adjustments safely due to the commodity that is being harvested throughout the harvest season. Will conduct a pre-inspection of machine at start of the shift and immediately report any observed mechanical problems to supervisor, and document on inspection form. At the start of day, the machine operator opens and moves the machine to the area of the block where harvesting will take place, prepares the necessary number of materials and pallets needed for throughout the day. Enters pack style information into the PTI machine and correctly places trace back stickers on cartons. Walk the field to identify placement of left behind irrigation pipes and will move them if needed. The machine operator will also adjust, maintain, and implement any machinery attachments to prepare for the next day's harvest. The machine operator will also need to recommend to mechanics and fabricators what is needed to implement better efficiency to the machinery. At the end of day, the machine operator will clean and sanitize all contact surfaces of the machine and completely wash the machine frame on a weekly basis. Must be able to lift pallets that can weigh up to 75 lbs.</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 - Job Duties 8
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The tractor driver safely drives the tractor during the workday maintaining awareness of surroundings and identifying safety hazards. Will conduct a pre-inspection at the start of the shift, or upon changing tractors throughout the day and will immediately report any observed mechanical problems to the Supervisor and document on the inspection form. In coordination with the machine operator will provide harvesting crews with trailers, loading and unloading packaging materials from machine to trailer. Ensure completed pallets are properly secured before transporting them to the truck driver for distribution to the cooling facility. May cover the load with a plastic liner to protect the finished cartons from inclement weather. Transports and replenishes harvester with pallets and/or packaging materials from the truck driver. If necessary, may assist with load transfers, moving toilet/handwashing stations and water trailers.</p> <p>ROMAINE LETTUCE HARVEST OPERATIONS (INCLUDING HEARTS), KALE, CABBAGE, HEAD LETTUCE (INCLUDING CORE)</p> <p>Cutting is done by walking in uneven furrows in front of the harvesting platform machine. Workers determine the size and quality of the product to be harvested. Then, using a harvesting hand knife and bending at the waist, the worker cuts the lettuce at the roots and trims excess, damaged, or quality compromising leaves, further examining for any defect prior to being placed on the packing table. If needed, workers will discard rotting and over-ripped lettuces.</p> <p>The packer further examines the product for any defect prior to either or combination of; spot wash, apply a clip, sort, bag, seal and pack and place in a pack style or carton. Selects the correct box for the pack style required and marks the carton with a colored crayon of the crew designation, used to indicate the pack style, and the personal packer identification number. The finished product is then inspected and placed per specification into the carton up to the correct count, closes the carton and then pushes the carton onto a conveyor that transports the carton to box maker. Bagging, sealing, and packing may involve multiple packing styles at once.</p> <p>The box maker constructs cartons and assembles plastic totes for product by unfolding and bending the material as designed to form a box while inspecting that packaging material is free of contaminants and undamaged. The process is repeated. Ensures boxes are properly closed and places corresponding tracking labels on boxes. Carries carton bundles and transfers finished cartons or totes to the loader for palletization. Ensures packers have adequate supply throughout the day and work area is clean. When needed, may assist loader with stacking boxes or securing loads and/or cutting until enough product has been harvested.</p> <p>The loader loads and stacks finished boxes onto pallets on the deck of the harvester or trailer, separating pallets by the corresponding box sizes and ensuring the weight is properly distributed and the trace back sticker is facing outward. Ensures load is properly secured with V-boards, corner boards and/or straps once the load reaches the correct number of cartons required before transfer to the trailer for transport to the cooler. Cartons or totes with product can weigh up to 60 lbs. Pallets can weigh up to 75 lbs. and are handled by the tractor driver and/or machine operator.</p>			

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w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 9
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The machine operator safely drives the harvesting machine during course of the workday accordingly with the movements of the cutters through the fields always remaining at the controls and maintaining awareness of surroundings and identifying safety hazards. The operator will need to make machinery adjustments safely due to the commodity that is being harvested throughout the harvest season. Will conduct a pre-inspection of machine at start of the shift and immediately report any observed mechanical problems to supervisor, and document on inspection form. At the start of day, the machine operator opens and moves the machine to the area of the block where harvesting will take place, prepares the necessary number of materials and pallets needed for throughout the day. Enters pack style information into the PTI machine and correctly places trace back stickers on cartons. Walk the field to identify placement of left behind irrigation pipes and will move them if needed. The machine operator will also adjust, maintain, and implement any machinery attachments to prepare for the next day's harvest. The machine operator will also need to recommend to mechanics and fabricators what is needed to implement better efficiency to the machinery. At the end of day, the machine operator will clean and sanitize all contact surfaces of the machine and completely wash the machine frame on a weekly basis. Must be able to lift pallets that can weigh up to 75 lbs.</p> <p>The tractor driver safely drives the tractor during the workday maintaining awareness of surroundings and identifying safety hazards. Will conduct a pre-inspection at the start of the shift, or upon changing tractors throughout the day and will immediately report any observed mechanical problems to the Supervisor and document on the inspection form. In coordination with the machine operator will provide harvesting crews with trailers, loading and unloading packaging materials from machine to trailer. Ensure completed pallets are properly secured before transporting them to the truck driver for distribution to the cooling facility. May cover the load with a plastic liner to protect the finished cartons from inclement weather. Transports and replenishes harvester with pallets and/or packaging materials from the truck driver. If necessary, may assist with load transfers, moving toilet/handwashing stations and water trailers.</p> <p>FIELD SANITATION WORK</p> <p>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, walk, bend, twist, pull, push, reach, climb, overhead work, kneeling, crawling and walk on uneven ground all day, wear clothes and shoes appropriate for working conditions, ability to take instructions and follow them, use safety equipment correctly. Employees with proper licensing and accepted driving record may drive the sanitation truck.</p>			

x. Job Offer Information 24

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 10
<p>3. Details of Material Term or Condition (up to 3,500 characters) * 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.</p> <p>Cleaning & sanitizing:</p> <p>In addition to general sanitation, employees must clean and sanitize tools, equipment, and surfaces effectively. While cleaning and sanitizing should be focused on food contact surfaces – any surface that comes into physical contact with produce – you should also clean and sanitize “secondary” surfaces that may indirectly contact food or food contact surfaces. Cleaning and sanitizing refer to separate actions. Cleaning refers to the physical removal of dirt and organic matter from surfaces, using water and a detergent. Sanitizing is the treatment of a cleaned surface to reduce or eliminate microorganisms. A dirty surface cannot be sanitized – cleaning always comes first.</p> <p>Cleaning and sanitizing are a four-step process:</p> <ol style="list-style-type: none"> 1.Remove any obvious dirt or debris from the surface. 2.Apply detergent and scrub. Detergents should be appropriate for use on food contact surfaces. 3.Rinse the surface with clean water to remove soil and detergent. 4.Apply sanitizer approved for use on food contact surfaces. Rinse if required by label. 			

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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 - Work Schedule
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The normal workweek is 6 hours per day Monday – Saturday (36 hours per week). The employer may offer extra hours on Saturday but is not a requirement to work. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays. 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 and double-time pay for all work performed in excess of eight hours on the seventh consecutive day of work.) The employer will abide by the seventh (7) day of rest rules.</p> <p>The work described in this Clearance Order is regular, full-time work requiring all workers to be available for work on a daily basis. This is not "day work". Tardiness and/or unexcused absences will not be tolerated and will result in disciplinary action as set forth in the employer's employment policies.</p> <p>The working hours will be 5:00 a.m. to 11:30 a.m. or as early as 3:00 a.m. ending at 9:30 a.m., Monday through Saturday. Start and end times vary depending on the time of year, hours of daylight, weather, and production requirements and when the first load is expected at the cooler. 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. Workers are notified of any change in the start time.</p> <p>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.</p>			

z. Job Offer Information 26

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

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. Job Offer Information 27

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - PRODUCTION STANDARDS
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers must be able to perform the job and its requirements as defined in this clearance order after a reasonable period of on-the job training. We consider 14 days from a worker's initial date of employment as a reasonable period of on-the-job training. Production standard for employees will be based on the pace of machine and the quality of the commodity. By the end of training period:</p> <p>1.Workers in Romaine Lettuce harvest should be producing 75 % of 20 RPCs Crates per hour per employee. Crate dimensions: 40``x 23.5``x 11.5`` (Length/width/depth)</p> <p>2.Workers in Romaine Hearts harvest should be producing 10 boxes per hour per employee. Display Box dimensions: 23.5``x16``x11`` (Length/width/depth). Box dimensions: 19.5``x 13``x 10`` (Length/width/depth).</p> <p>3.Workers in Broccoli/Cauliflower harvest should be producing 75% of 340 lbs. per hour per employee.</p> <p>4.Workers in Kale harvest should be producing 180 lbs. per hour per employee.</p> <p>5.Workers in Iceberg/Head Lettuce harvest should be producing 700 lbs. per hour per employee.</p> <p>6.Workers in Celery harvest should be producing 18-20 RPCs Crates per hour. Crate dimensions: 40``x 23.5``x 11.5`` (Length/width/depth)</p>			

. Job Offer Information 28

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TERMINATIONS:
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 29

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 (<i>up to 3,500 characters</i>) *			
<p>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. Employer complies with California's 2024 COVID-19 rules and guidance.</p>			

. Job Offer Information 30

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - HOUSING INFORMATION
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>The employer will offer housing, bedding (mattresses, blankets, sheets, pillows, and pillowcases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. The employer provides free housing which meets all applicable standards. A copy of the housing contract is provided.</p> <p>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 and all employer-provided housing will meet all SWA 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).</p> <p>Employer will accept non-local domestic workers and offer housing to all workers who qualify for the job and come from beyond a regular commute distance. However, local domestic workers who live within a commute distance of the worksites are not offered housing.</p> <p>Housing 1: 50080 Balboa Street, Coachella, CA 92236 (Riverside County) Employer-provided housing Oseguera will provide housing for 12 workers in 1 unit. Total Capacity: 12. Each housing unit has an individual storage for personal belongings for each employee. Each worker will receive their own bed. They will also receive one blanket, a set of sheets, pillow, and pillowcase. 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. Laundry is located on site. If laundry is coin operated, or if laundry machines become unavailable, workers will be provided a \$6 weekly stipend for laundry.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 31

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Information Regarding Job Qualifications/Requirements
3.		<p>Details of Material Term or Condition (up to 3,500 characters) *</p> <p>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.</p> <p>Harvester would constantly handle crops using both hands to pick. Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 55 pounds in the course of performing required activities. Repetitive hand, wrist and finger movements are required. Considerable dexterity is necessary if worker is to maintain a rapid pace during the day. Workers must be able to listen, understand, and follow instructions of company supervisors and managers.</p> <p>General Specifications:</p> <p>Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictate. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations. Specifically, workers will be expected to perform any and all of the listed tasks assigned to the worker in a professional and efficient manner while maintaining the work pace of the crew. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times.</p> <p>Instructions and general supervision will be provided by a designated crew leader or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times. All workers will be evaluated by their supervisor(s) after seven days of actual harvesting with respect to factors such as ability to maintain sufficient pace, to correctly identify the product for harvesting and similar factors. Workers whose job performance is sloppy, inconsistent, inefficient, or improper may be terminated for cause.</p> <p>All safety rules and instructions must be meticulously observed throughout the workday. All rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. All Food Safety rules must be adhered to, including gloves. 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.</p>	

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1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Information Regarding Job Qualifications/Requirements 2
3.		<p>Details of Material Term or Condition (up to 3,500 characters) *</p> <p>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 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, or other non-workers will be sent home.</p> <p>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.</p> <p>Drug screening is post offer, can be random, and is at no cost to the employees.</p> <p>Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include single wheeled cart, and gloves, and blade to perform the job. The reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless such it can be shown that shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</p>	

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



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

H. Additional Material Terms and Conditions of the Job Offer

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1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>STRAWBERRY HARVEST: Employee picks strawberries in varying weather conditions, while adhering to quality and production standards, using physical body motions, including picking fruit, pushing carts, and carrying cardboard crates (organic or conventional) weighing up to 10-13 lbs. and plastic crates (freezer and juice) weighing up to 22 lbs when full.</p> <p>Employees will be required to harvest strawberries using the Harvest Aid. The employee harvests by walking behind the harvest aid as the harvest aid moves across the row from one end to the other. When the employee completes a crate, he/she places the full crate on a platform on the harvest aid and begins anew.</p> <p>Employees will be required to perform Strawberry Ground crew responsibilities. The employee will harvest by walking in the furrow from the middle of the block towards the road where the harvest trailer is located. Once the worker completes the full box of strawberries, he/she will walk to the harvest trailer to place the harvested box on the table for quality inspection and will take an empty box to repeat the process.</p> <p>When harvesting juice or freezer, the employee will be required to perform this manually or in the case of freezer, it may require the use of a blade to remove berry from the plant.</p> <p>When working with the harvest aid or ground crew, the employee is required to work as part of a team of harvesters and the employee is expected to maintain a similar pace to the harvest aid and/or ground crew team members. The aid harvest team is able to control the speed at which the harvest aid moves across the field. Employee will be responsible for ensuring the quality of the harvested strawberries meets quality and inspection requirements."</p>			

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1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p>			

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