



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

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 living in housing without kitchen facilities will receive three meals per day by Gig Tacos de Guisado, LLC. The employer will pay the Caterer directly for the meals. A deduction of \$15.88 per day (or higher when the Department of Labor publishes the new maximum meal deduction rate, or the Department of Labor approves a higher meal charge) for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing. The employer will provide 3 meals per day. Mealtimes may vary by the needs of the employee's work schedules. This deduction applies to employees who are offered meals beginning on the first day the worker occupies the employer-provided housing. This deduction will be made for each day the worker is assigned to such housing. No rebate will be made if a worker fails to take advantage of an employer-prepared meal. The employer will deduct for 3 meals a day because it assures that such meals will be provided by the employer

2. The employer: *

<input type="checkbox"/> WILL NOT charge workers for meals.			
<input checked="" type="checkbox"/> WILL charge each worker for meals at	\$ 15 . 88	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	\$ 15 . 88	per day *
	b. no more than	\$ 59 . 00	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:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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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 * 4/3/2024
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	CANTALOUPE	\$ 16 . 32	Hour	HIGH WAGE OFFER \$16.32 AN HOUR FOR ARIZONA. BASED ON EXPERIENCE AND LOCATION.
		\$. .		
		\$. .		
		\$. .		
		\$. .		
		\$. .		
		\$. .		
		\$. .		
		\$. .		
		\$. .		
		\$. .		

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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 §
Legend Produce	32.6544008266539, -114.66038631128342 Yuma, Arizona 85364 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.72788316936673, -114.68238906163329 Yuma, Arizona 85364 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.72539737320513, -114.68232996462493 Yuma, Arizona 85364 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.712773482652985, -114.6748570672231 Yuma, Arizona 85364 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.60128258040267, -114.68348491636046 Yuma, Arizona 85364 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.51568544314261, -114.78708368411144 Yuma, Arizona 85364 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.63368726161663, -114.7354390137881 Yuma, Arizona YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.63368726161663, -114.7354390137881 Yuma, Arizona 85364 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.63552446529331, -114.7354390137881 Yuma, Arizona 85364 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.729775186331246, -114.66559785679155 Yuma, Arizona 85364 YUMA		5/19/2024	6/29/2024	60

D. Additional Housing Information



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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 §
Legend Produce	32.72135780742156, -114.704771973545 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.70405459350845, -114.70225683804902 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.57305602832165, -114.70069438436876 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.638432456328545, -114.73630153184295 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.56903252674316, -114.70066221656187 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.711550982713, -114.71059551566837 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.70890595563529, -114.71086373654587 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.638432456328545, -114.73630153184295 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.63219557125216, -114.70954226355039 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.673032509597434, -114.73664293883436 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60

D. Additional Housing Information

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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 §
Legend Produce	32.72135780742156, -114.704771973545 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.639998913873, -114.70517428441838 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.639998913873, -114.70517428441838 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.639998913873, -114.70517428441838 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.639998913873, -114.70517428441838 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.639998913873, -114.70517428441838 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.639998913873, -114.70517428441838 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.63219557125216, -114.70954226355039 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.673032509597434, -114.73664293883436 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.72135780742156, -114.704771973545 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60

D. Additional Housing Information

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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 §
Legend Produce	32.639998913873, -114.70517428441838 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60
Legend Produce	32.63219557125216, -114.70954226355039 Yuma, Arizona 85365 YUMA		5/19/2024	6/29/2024	60

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 (<i>up to 3,500 characters</i>) *</p> <p>General Laborers to perform the following duties:</p> <p>Cantaloupe Cutter Job Duties Cutting: Use knives and cutting tools to slice cantaloupes into specified sizes and shapes, ensuring uniformity for packaging. Cleaning: Thoroughly clean all cantaloupes before cutting, removing seeds and any debris to maintain the highest quality standards. Inspection: Examine fruits for quality, ripeness, and defects, discarding those that do not meet standards. Safety Compliance: Adhere to all workplace safety guidelines, including proper handling of cutting tools and machinery, wearing appropriate personal protective equipment (PPE), and maintaining a clean work area. Sanitation: Ensure all equipment and surfaces are sanitized according to health and safety regulations to prevent contamination. Waste Management: Efficiently manage waste material from the cutting process, separating and disposing of it according to company policies. Record Keeping: Maintain accurate records of quantities cut, waste, and any issues encountered during the shift.</p> <p>Cantaloupe Packer Job Duties Inspection: Carefully inspect cantaloupes for ripeness, size, and quality, ensuring only those that meet the company's standards are packed. Discard or separate the fruits that do not meet quality standards. Sorting: Sort cantaloupes based on size, grade, and quality. This may involve measuring or weighing each fruit to ensure it fits the criteria for specific orders or packaging requirements. Cleaning: Ensure cantaloupes are clean and free of field dirt or debris before packaging. This may involve a washing process or a final wipe-down as part of the preparation. Packing: Gently pack cantaloupes into containers, boxes, or crates, ensuring that they are arranged in a manner that minimizes damage during transport. Use padding materials as necessary to protect the fruit. Labeling: Accurately label boxes with the correct product information, including variety, size, and weight, as well as any other information required by regulations or customer specifications. Sealing and Stacking: Securely seal packed boxes and stack them in an organized manner on pallets or in storage areas, ready for shipment. Ensure that stacks are stable and do not pose a risk of toppling over. Weight Management: Weigh packed boxes or pallets as required, ensuring they meet transport regulations and customer requirements. Quality Control: Perform periodic checks on packed products to ensure ongoing compliance with quality standards. Report any issues with product quality, packaging materials, or processes to the supervisor immediately. Inventory Management: Keep track of packaging materials and supplies, notifying the supervisor when stocks are low and need replenishing. Workplace Safety: Adhere to all workplace safety guidelines and practices, including the proper use of personal protective equipment (PPE) and safe handling of boxes and packing materials. Cleanliness and Sanitation: Maintain a clean and organized work area, adhering to sanitation regulations to ensure a hygienic environment suitable for food handling. Team Collaboration: Work cooperatively with other team members and departments to ensure a smooth packing process and to meet packing deadlines. Compliance: Follow all regulatory, company, and customer guidelines related to the handling, packing, and shipping of cantaloupes, ensuring full compliance with food safety standards.</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 (<i>up to 3,500 characters</i>) *</p> <p>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 cantaloupes. 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: Main Office (Yuma & Salinas) 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 *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - JOB DUTIES 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Cantaloupe Box Maker Job Duties</p> <p>Box Assembly: Efficiently assemble boxes according to specific dimensions and requirements for cantaloupe packaging, ensuring they meet the quality standards for durability and handling.</p> <p>Supply Management: Keep a steady supply of materials ready for box assembly, including cardboard, glue, staples, and labels. Monitor inventory levels and alert the supervisor when supplies are low.</p> <p>Quality Control: Inspect completed boxes for any defects, such as improper folds or weak seams, to ensure they are suitable for use in the packing and shipping process.</p> <p>Customization: Apply necessary labels, branding, and product information onto the boxes as per company and regulatory standards. Ensure all information is accurate and legible.</p> <p>Equipment Maintenance: Operate and maintain box-making machinery and tools, performing regular checks and basic maintenance to ensure they are in good working order.</p> <p>Safety Compliance: Follow all workplace safety guidelines and protocols, including wearing appropriate personal protective equipment (PPE) and maintaining a clean and organized work area to prevent accidents.</p> <p>Efficiency Improvements: Continually seek ways to improve the box-making process for increased efficiency and reduced waste. Share suggestions with supervisors or the management team.</p> <p>Waste Management: Properly dispose of or recycle scrap materials and defective boxes to minimize waste and adhere to environmental standards.</p> <p>Coordination with Packing Team: Collaborate with the packing team to ensure a timely and adequate supply of boxes is available to meet the packing schedule and demands.</p> <p>Record Keeping: Maintain accurate records of box production, including quantities produced, materials used, and any issues encountered during the shift.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - JOB DUTIES 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Cantaloupe Box Loader Job Duties</p> <p>Loading Boxes: Carefully load boxes of cantaloupes onto trucks or other transport vehicles, following specific loading patterns to maximize space efficiency and minimize the risk of damage during transit.</p> <p>Pallet Organization: Organize boxes on pallets when necessary, ensuring stability and adherence to weight distribution guidelines to prevent accidents or product damage.</p> <p>Quality Checks: Perform visual quality checks on boxes before loading to ensure they are properly sealed and free from damage. Report any quality issues to the supervisor immediately.</p> <p>Weight Management: Monitor the weight of loaded pallets and individual boxes to comply with transport and safety regulations, ensuring that vehicles are not overloaded.</p> <p>Safety Compliance: Adhere to all workplace safety standards and protocols, including the correct use of lifting equipment and personal protective equipment (PPE), to prevent injuries.</p> <p>Equipment Operation: Safely operate forklifts, pallet jacks, and hand trucks to move and load boxes onto vehicles, maintaining certification and proper training where required.</p> <p>Record Keeping: Maintain accurate records of the numbers and types of boxes loaded, vehicle loading times, and any discrepancies or issues encountered during loading.</p> <p>Coordination with Team: Collaborate with harvest, packing, and transport teams to ensure smooth loading operations and adherence to shipping schedules.</p> <p>Loading Area Maintenance: Keep the loading area clean and free from obstacles, ensuring it is organized and safe for all team members.</p> <p>Inventory Management: Assist in inventory counts and management, ensuring that all loaded products are accounted for and match order specifications.</p> <p>Communication: Communicate effectively with team members and supervisors to ensure clear understanding of loading schedules, specific loading requirements, and any changes to plans.</p> <p>Problem-Solving: Address and resolve loading-related issues promptly, such as space constraints or logistical challenges, to maintain the efficiency of the loading process.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - JOB DUTIES 3
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Cantaloupe Picker Job Duties</p> <p>Harvesting: Carefully pick cantaloupes from the ground according to size, ripeness, and quality standards set by the farm management. Ensure minimal damage to the fruit and the plants.</p> <p>Sorting: Evaluate cantaloupes during the picking process and place them on the harvest machine.</p> <p>Field Cleanliness: Maintain cleanliness in the harvesting area by disposing of debris, discarded fruits, and other waste according to farm protocols to prevent pests and diseases.</p> <p>Tool Maintenance: Use and maintain harvesting tools and equipment (if applicable) properly, ensuring they are clean and in good working condition to optimize the picking process.</p> <p>Handling: Handle cantaloupes gently to avoid bruising or damage. Ensure that harvested cantaloupes are placed carefully on the table of the each melon machine.</p> <p>Safety Compliance: Follow all safety guidelines and protocols, including proper lifting techniques and the use of personal protective equipment (PPE) to prevent injuries.</p> <p>Communication: Work closely with the rest of the harvest crew and supervisors to ensure efficient workflow and to address any issues that arise during the picking process.</p> <p>Time Management: Manage time efficiently to meet productivity targets and ensure that harvesting is completed within the required timeframe.</p> <p>Training: Participate in training sessions as required to improve picking techniques, safety practices, and understanding of farm protocols.</p> <p>Flexibility: Be willing to rotate through different tasks or fields as needed, based on the harvest schedule and labor requirements.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - TRAINING, PRODUCTION STANDARDS and TERMINATIONS
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>TRAINING: Training will be provided for 3 days from each worker's initial date of employment.</p> <p>PRODUCTION STANDARDS: 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.</p> <p>TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) malingers or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; 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

i. Job Offer Information 9

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - COVID-19 PRECAUTIONS:
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <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>			

j. Job Offer Information 10

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 (<i>up to 3,500 characters</i>) *</p> <p>Wage offer in Arizona: \$16.32 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 \$16.32 per hour for work performed in Arizona (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>No overtime applies for work performed in Arizona.</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 or by card. Payday is Thursday of the week following the end of the payroll period.</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 - Work Schedule
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The normal workweek is 7 hours per day Monday – Thursday, 6 hours per day Friday- Saturday (40 hours per week). The employer may offer extra hours on Sunday 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.</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 normal shift, Monday- Thursday, is 7 working hours and 6 working hours Friday- Saturday. The working hours will be 5:00 a.m. to 12: 30 p.m., Monday- Thursday and 5:00 a.m. to 11:30 a.m. 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 10 a.m.(Monday- Thursday) 11 a.m.(Friday- 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>			

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) * All employees are covered by workers' compensation insurance in accordance with 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 Transverse Insurance Company (Openly) The policy number is: FOR-WC-000000540-0 The Policy is effective beginning 09/22/2023 and expires 09/22/2024.</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>) * 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.			

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>) * Job title: General Laborers Workers Needed: a.Total: 70 b.H-2A: 60 Oseguera seeks certification for 60 H2A workers. The total number of workers needed is 70. Of the 70 total workers, it is estimated that 10 will be domestic workers that do not require housing.			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <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. Job Offer Information 16

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Information 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Housing 1: Royal Motor Inn- 2941 South 4th Avenue, Yuma, AZ 85364 Public/Rental Accommodations 60 workers in 15 units. 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. 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> <p>Catering: Gig Tacos de Guisado, LLC Point of Contact: Ernesto Martin Del Campo; 831.296.7269</p> <p>We attest that a local inspection is not required, and that housing meets federal and state health and safety standards.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - CATERING
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Gig Tacos point of contact full name: Ernesto Martin Del Campo</p> <p>Gig Tacos phone number: 831.296.7269</p>			

r. Job Offer Information 18

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

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

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - REQUIRED DEPARTURE and ARRIVAL/DEPARTURE RECORDS:
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.</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 b.No more than \$59.00 per day with receipts</p>			

t. Job Offer Information 20

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Transportation 1
<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 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. •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. <p>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>			

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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

v. Job Offer Information 22

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications/Requirements 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 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. Harvester would constantly handle crops using both hands to pick. Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 50 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. General Specifications: Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictate. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations. Specifically, workers will be expected to perform any and all of the listed tasks assigned to the worker in a professional and efficient manner while maintaining the work pace of the crew. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times. Instructions and general supervision will be provided by a designated crew leader or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times. All workers will be evaluated by their supervisor(s) after seven days of 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. 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.			

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