



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

A. Job Offer Information

1. Job Title * Field Worker/Driver								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 5/27/2024				4. Last Date * 11/8/2024
		8	5					
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *		
40	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday	
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday	
						a. 7 : 00	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. 2 : 30	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 20 .00		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____				
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input checked="" type="checkbox"/> a. Certification/license requirements <input checked="" type="checkbox"/> 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>50</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? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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 *				
Bazan Vineyard Management 1228 Hagen Road (1228 Hagen LLC)				
2. City *	3. State *	4. Postal Code *	5. County *	
Napa	California	94558	Napa	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Bazan office is located at: 1784 Monticello, Napa, CA, 94558. Contact: Daniela Bazan. Phone Number: 707- 299-0161.				
Employer reserves the right to move workers between worksites as needed.				
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *				
5280 Chiles Pope Valley Rd				
2. City *	3. State *	4. Postal Code *	5. County *	
St. Helena	California	94574	Napa	
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	14
9. Identify the entity that determined the housing met all applicable standards: *				
<input checked="" type="checkbox"/> Local authority <input checked="" 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> *				
Housing is only available to workers and is not offered to non-working family members. Employer possesses and controls premises at all times. Female workers will be provided bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A



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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
(Please begin response on this form and use Addendum C if additional space is needed.)
 Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Workers residing in employer-provided housing will be provided free transportation once per week to/from closest town or city for personal errands (e.g., groceries, laundromat, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

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.)
 See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)
 Employer will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier (van or bus) transportation charges for the distances involved for both inbound and outbound transportation. Inbound and return transportation provided from the foreign worker's home city to the U.S. consulate and from the U.S. Consulate to the work site.

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.)

Employer accepts referrals/applicants from all sources. Interview required - conducted at no cost to applicant, via phone or in-person. Employer will conduct interview as expeditiously as possible.

Contact employer Brenda Mendoza at 805-720-9888 Monday through Friday during the hours of 7:00 AM - 5:00 PM.

Walk-in applications will be accepted at: 2771 Santa Maria Way Suite A, Santa Maria, CA, 93456.

Employer will hire those who meet the following conditions: be able, willing, and available to perform the specified job duties for the duration of the contract period; have been apprised of all material terms and conditions of employment; agree to abide by all material terms and conditions of employment; be legally authorized to work in the United States; and satisfy all minimum job requirements.

Referring State Workforce Agency (SWA) is responsible for informing applicants of all terms and conditions of employment, and to notify the employer in advance of any referrals. If appropriate, the SWA should furnish translator services.

2. Telephone Number to Apply * +1 (805) 720-9888	3. Extension § N/A	4. Email Address to Apply * info@mendozabros.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 * Mendoza	2. First (given) name * Barbara	3. Middle initial §
4. Title * Chief Executive Officer		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 4/12/2024
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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 §
Bazan Vineyard Management	4197 Big Ranch Road Napa, California 94558 NAPA	Big Ranch LLC	5/27/2024	11/8/2024	5
Bazan Vineyard Management	3198 Redwood Road Napa, California 94558 NAPA	Brookside Vineyard	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1204 Monticello Road Napa, California 94558 NAPA	DeVincenzi, Patti & David	5/27/2024	11/8/2024	5
Bazan Vineyard Management	3131 St. Helena Hwy N St. Helena, California 94574 NAPA	Frias Family Vineyard	5/27/2024	11/8/2024	5
Bazan Vineyard Management	3001 Sears Point Road Sonoma, California 95476 NAPA	Gold Coast Vineyard	5/27/2024	11/8/2024	5
Bazan Vineyard Management	3980 Silverado Trail N Calistoga, California 94515 NAPA	Huaco Vineyard	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1158 Bayview Avenue Napa, California 94559 NAPA	McCall Management	5/27/2024	11/8/2024	5
Bazan Vineyard Management	4191 Big Ranch Road Napa, California 94558 NAPA	Meyer, Amy & Paul	5/27/2024	11/8/2024	5
Bazan Vineyard Management	100 Rapp Lane Napa, California 94558 NAPA	Rapp Ranch Estate LLC	5/27/2024	11/8/2024	5
Bazan Vineyard Management	3291 St. Helena Hwy N St. Helena, California 94574 NAPA	Sabina Vineyards LLC	5/27/2024	11/8/2024	5

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 §
Bazan Vineyard Management	2133 Monticello Road Napa, California 94558 NAPA	ValleyDoon Vineyard	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1455 Inglewood Avenue St. Helena, California 94574 NAPA	Villa Helena Winery	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1784 & 1782 Pope Canyon Rd St. Helena, California 94574 NAPA	Alko Ranch Pope Valley	5/27/2024	11/8/2024	5
Bazan Vineyard Management	4340 East Third Ave Napa, California 94558 NAPA	Alkovines North	5/27/2024	11/8/2024	5
Bazan Vineyard Management	2095 Monticello Road Napa, California 94558 NAPA	Altamura, George	5/27/2024	11/8/2024	5
Bazan Vineyard Management	4126 Howard Lane Napa, California 94558 NAPA	Altamura Hwy 29	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1099 Lokoya Road Napa, California 94558 NAPA	Barchuk, Paul	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1447 S. Whitehall Lane St. Helena, California 94574 NAPA	Faustini Wines	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1314 Soda Canyon Road Napa, California 94558 NAPA	Hall Wines: Dellar-Friedkin	5/27/2024	11/8/2024	5
Bazan Vineyard Management	2855 Atlas Peak Rd Napa, California 94558 NAPA	Lobo Wines - Atlas Peak	5/27/2024	11/8/2024	5

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 §
Bazan Vineyard Management	70 Rapp Lane Napa, California 94558 NAPA	Rapp Ranch North	5/27/2024	11/8/2024	5
Bazan Vineyard Management	3510 Hagen Road Napa, California 94558 NAPA	Tucker, Ann	5/27/2024	11/8/2024	5
Bazan Vineyard Management	3255 Mt. Veeder Road Napa, California 94558 NAPA	Winge, Richard	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1085 Shadybrook Lane Napa, California 94558 NAPA	Alkovines South	5/27/2024	11/8/2024	5
Bazan Vineyard Management	4204 Dry Creek Rd Napa, California 94558 NAPA	Bengier Family Vineyards	5/27/2024	11/8/2024	5
Bazan Vineyard Management	2137 First Avenue Napa, California 94558 NAPA	Christian, Herb	5/27/2024	11/8/2024	5
Bazan Vineyard Management	4190 Big Ranch Road Napa, California 94558 NAPA	Fatica, Tina	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1500 W Zinfandel Ln St. Helena, California 94574 NAPA	Front Yard Ventures	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1811 McKinley Road Napa, California 94558 NAPA	Bazan - McKinley	5/27/2024	11/8/2024	5
Bazan Vineyard Management	138 Kreuzer Lane Napa, California 94559 NAPA	Bazan Cellars II	5/27/2024	11/8/2024	5

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 §
Bazan Vineyard Management	1784 Monticello Road Napa, California 94558 NAPA	Bazan Cellars	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1105 Hardman Avenue Napa, California 94558 NAPA	Flowers Family Vineyard	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1075 Shadybrook Lane Napa, California 94558 NAPA	Hanson, Nicolas	5/27/2024	11/8/2024	5
Bazan Vineyard Management	4900 Linda Vista Avenue Napa, California 94558 NAPA	Kelly Family Vineyard	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1053 Salvador Ave Napa, California 94558 NAPA	Lobo Wines - Salvador	5/27/2024	11/8/2024	5
Bazan Vineyard Management	875 Bordeaux Way Napa, California 94558 NAPA	Meritage Vineyard	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1581 Estee Avenue Napa, California 94558 NAPA	Stanley, Irene	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1410 Walnut Drive Oakville, California 94562 NAPA	MacDonald Vineyard Management: Horton Vineyard	5/27/2024	11/8/2024	5
Bazan Vineyard Management	2530 Las Amigas Road Napa, California 94559 NAPA	McKenzie-Mueller Vineyards	5/27/2024	11/8/2024	5
Bazan Vineyard Management	1142 Cuttings Wharf Road Napa, California 94559 NAPA	Rancho Carneros LLC	5/27/2024	11/8/2024	5

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 §
Bazan Vineyard Management	3247 Soda Canyon Road Napa, California 94558 NAPA	Vangone Vineyards	5/27/2024	11/8/2024	5
Bazan Vineyard Management	2985 Wild Turkey Run Santa Rosa, California 95404 NAPA	Wild Turkey Ranch	5/27/2024	11/8/2024	5

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1142 Cuttings Wharf Road Napa, California 94559 NAPA		1	11	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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

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) *</p> <p><small>Field Worker (Wine Grapes): Duties vary depending on the growing season:</small></p> <p>Work in grape vineyards during growing season February 2024 - March 2024 will include hoeing (long handled hoe) and pruning.</p> <p>Work in grape vineyards during growing season (approximately mid-March 2024 through May 2024) will include weed removal and vine suckering.</p> <p>Work in grape vineyards during growing season (approximately June 2024 through July 2024) will include leaf removal.</p> <p>Work in grape vineyards on non-harvest activities (approximately August 2024 through mid-September 2024) will include early season crop removal, move wires, picking, root picking, irrigation, field maintenance, canopy management, shoveling, stake removal and replacement.</p> <p>Work in grape vineyards during harvest season (approximately mid-September 2024 through the end of October 2024) will include picking wine grapes and activities directly related to wine grape picking.</p> <p>Non-harvest related activities continue during harvest time of the year but are not directly related to wine grape picking and include fence repair, trellis repair, post removal and replacement, drainage, field gutters, plant new vineyard including digging, raking, clean up and post pounding.</p> <p>Harvest activities include using sharp picking knives, standing, and kneeling on ground to pick fruit.</p> <p><small>Driver:</small></p> <ol style="list-style-type: none"> 1. Driver may drive over the road in passenger Mendoza Personal Vehicles and/or CalVans. 2. Driver will drive designated vehicles to transport harvest crew workers to and from housing and worksite locations. Driving job duty is not a different job and the drivers perform harvesting job duties when not driving. 3. Driver will be responsible for filling vehicles with fuel and keeping vehicle clean. 4. Driver will be required to complete and process periodic driving reports as required by state laws. 5. Driver will be required to follow all traffic laws and if applicable, vanpool rules. 6. In order to drive, drivers must possess a valid authorized driver's license and must be able to pass DOT (Department of Transportation) recognized medical exam and fulfill all other DOT requirements. Having a Class C driver's license (DL) is required. All costs associated with the workers obtaining a driver's license will be the responsibility of the employer. 7. Medical exam at no cost to the employee or employer may be required. The employer will be responsible for the cost of the registration as an FLCE driver (if any). <p><small>Drivers are compensated for these activities.</small></p> <p><small>Tractor Driver:</small></p> <p>Tractor drivers will drive and control tractors in fields. Tractors have a capacity of under 26,001 pounds Gross Vehicle Weight (GVW). Commercial drivers' license not required to drive tractors.</p> <p>Additional mowing, chopping, discing, cultivation, harvest driver, etc.</p> <p><small>Fungicide application with backpack and/or tractor sprayer and herbicide application with hand sprayer and/or tank sprayer</small></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) *</p> <p>Worker must authorize in writing all voluntary deductions, such as cash advances/loans, health insurance payments, cell phones, and other services to benefit the worker. Employer will make all deductions required by state/federal law, if applicable, such as: FICA, federal, state and/or local income tax withholding. Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions.</p>			

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>3 months of experience working with wine grapes is required. Having a drivers license (DL) is required.</p> <p>Specific requirements include lifting up to 50 pounds frequently and being able to use hand tools, including cutting knives. Must be able to work under conditions where skin and clothing become heavily soiled with mud, water, grease, etc. Must be able to work outdoors in inclement weather conditions, including rain, cold, high winds, etc. Work involves frequent bending and working in bent or stooped positions. Must be able to walk and stand up extensively. No smoking, alcohol, firearms in the field or residential housing.</p>			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation																
3. Details of Material Term or Condition (up to 3,500 characters) *																			
<p>Fixed-site grower will provide free daily transportation via the following vehicles authorized to transport workers:</p> <table><thead><tr><th>Vehicle Year</th><th>Make</th><th>Model</th><th>Total Capacity</th></tr></thead><tbody><tr><td>2019</td><td>Ford</td><td>T350</td><td>10</td></tr><tr><td>2002</td><td>Ford</td><td>Explorer</td><td>5</td></tr><tr><td>1999</td><td>Ford</td><td>E350</td><td>10</td></tr></tbody></table> <p>If fixed-site grower-provided transportation becomes unavailable, Employer will provide free daily transportation via the following vehicles authorized to transport workers:</p> <p>Vehicle type: CalVans or Enterprise Van Capacity: 15</p>				Vehicle Year	Make	Model	Total Capacity	2019	Ford	T350	10	2002	Ford	Explorer	5	1999	Ford	E350	10
Vehicle Year	Make	Model	Total Capacity																
2019	Ford	T350	10																
2002	Ford	Explorer	5																
1999	Ford	E350	10																

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



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Information continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA but may be subject to state overtime requirements.</p> <p>Overtime: Workers will be paid overtime after 8 hours per day and or 40 hours per week for work performed in California.</p> <p>Overtime wage rate California: One and one-half times the required wage for work performed in California (\$20.00 per hour) is \$30.00 per hour and \$40.00 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.</p> <p>Raises and/or bonuses may be offered to any seasonal worker employed under this job order, at the company's sole discretion, based on individual factors including but not limited to work performance, skill, and tenure.</p> <p>Employer expressly prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. The employer attests they will not seek or receive payment of any kind from workers for anything related to obtaining the H-2A labor certification, including the employer`s attorney or agent fees, application fees, or recruitment costs.</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/Outbound continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in accordance with H-2A regulations and FLSA wage requirements. For non-commuting domestic workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place the worker departed from to the employer's place of employment.</p> <p>Employer pays/reimburses outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause.</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

g. Job Offer Information 7

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Vehicles utilized to transport workers are covered under a valid insurance policy which includes property damage insurance. Workers will be picked up at the employer-provided housing address(es) on workdays approximately 45 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the workday and returned to the designated employer-provided housing location.</p> <p>The above-referenced vehicle will be used to make multiple trips to transport the total number of requested workers to the worksites as outlined in Clearance Order.</p> <p>Daily transportation to and between worksites provided at no cost to all workers, regardless of housing arrangements. The daily pick-up and drop off location will be the housing locations: 1782 Pope Canyon Road St. Helena, California 94574 and 1142 Cuttings Wharf Road Napa, California 94559.</p>			

h. Job Offer Information 8

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Additional Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>If one has not already been performed at the time of this filing, the employer(s) request(s) an inspection of the property.</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job requirements continued 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work is performed outdoors in vineyards and can involve exposure to sun, wind, mud, dust, heat, cold, wet, humid, warm, dry, and other elements of the normal field environment. Temperatures can range from 20 degrees F to over 100 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.</p> <p>The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and/or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</p> <p>Workers are expected to assist in maintaining work areas and company property in a neat and clean condition by not littering. Lunch must be eaten in the assigned area(s) away from the employee's work site. Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the harvesting operation dictate. Workers must perform the assigned work, and work at the assigned crew/field site, and may not switch assignments or crew/field site without the specific authorization of a company supervisor. Workers may be re-assigned to a different workstation at various times during the workday and/or on different days.</p> <p>Workers will be expected to comply with all provisions of this Clearance Order and the Company's work rules, policies and procedures, and to perform any and all assigned tasks in a work-person-like and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. The Employer endeavors to produce a premium product. This is a demanding, competitive business. A high-quality product is expected and demanded by our customers. Sloppy or improper work cannot and will not be tolerated.</p>			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job requirements continued 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All safety rules and instructions must be meticulously observed throughout the workday. All Company rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.</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 non-working children may be present at or adjacent to the worksite or left in vehicles at or adjacent to the work site, or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.</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 (e.g., for employees in safety sensitive positions such as forklift and tractor drivers). Drug Screening is post offer, post hire, can be random, and is at no cost to the worker.</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.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Disclosures
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Work is to be done for long periods of time in the field, when plants may be wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers ability to perform the job. Workers must be able to perform the required work with or without reasonable accommodations.</p> <p>Must wear assigned personal protective equipment when required. Must report for work daily wearing appropriate work clothing and boots or other durable foot wear. Casual clothing not permitted. Workers wearing inappropriate clothing will not be permitted to start work.</p> <p>Workers will have an unpaid lunch break when working more than 5 hours. Must report to work at the designated time and place each day. Daily or weekly work schedules may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start/end times. Employer may request, but not require that workers work more than the stated daily hours, on the worker's Sabbath, or on federal holidays.</p> <p>Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company worksites or vehicles is prohibited and will be cause for immediate termination.</p> <p>Out of concern for the safety of other workers, staff or the public at large, the employer reserves the right to terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender.</p> <p>The work described herein is regular, seasonal full-time work requiring all workers to be available as stated on the standard work schedule, throughout the entire contract period. Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.</p> <p>Employer also retains the right to terminate workers for lawful job-related reasons, including but not limited to workers who: are regularly absent or tardy; malingers or otherwise refuses to work in accordance with direction, or is otherwise obviously unqualified to perform the job; is physically able but does not demonstrate the willingness to perform the work necessary.</p> <p>Non-U.S. workers may be terminated if one or more U.S. workers becomes available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences.</p> <p>Foreign workers will be advised of their responsibility to depart the U.S. when employment comes to an end. Employer will request and maintain records of each worker's permanent home address, e-mail address (when available) and phone number.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Workers Compensation
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Employer will provide workers` compensation insurance coverage in accordance with 20 CFR 655.122(e). Employer attests that the policy will be renewed as necessary to cover the entire certified contract period, and any extension of employment.</p> <p>Name of insurance carrier: Zenith Insurance Company Name of policyholder: Mendoza Bros Harvesting, Inc. Name of person to be notified of claim: Brenda Mendoza Telephone number for point-of-contact: (805) 720-9888 Deadline for filing a claim: 24 hours or within 30 days of injury</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

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work schedule
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The normal work week is 7 hours per day, Monday through Friday, and 5 hours on Saturday (40 hours per week). Saturday work is required. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime on Sundays and Federal Holidays. The Employer abides by California Wage Order 14. The employer will abide by the seventh (7) day of rest rules.</p> <p>The workday start times may vary from 7:00 a.m. to 7:30 am and the workday end time is 2:30 p.m. to 3:00 p.m. (depending on the start time). Workers are notified of any change in the start time. An unpaid lunch break of 30 minutes and two paid 10-minute work breaks are provided. On workdays of less than 5 hours, no lunch break will be provided. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when changing shifts are required.</p> <p>Employees will begin work at staggered times. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when changing shifts are required.</p> <p>Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.</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 - Training, Production Standards and Terminations
<p>3. Details of Material Term or Condition (up to 3,500 characters) * TRAINING: Training will be provided for 12 days from each worker's initial date of employment. Workers will be allowed 12 days from the initial date of employment to reach the production standards of the activity.</p> <p>PRODUCTION STANDARDS: After completion of 12 days of training, workers will be expected to perform the job and its requirements as defined in this clearance order.</p> <p>Since the average picking rate of a worker varies throughout the season based on weather, fruit/vegetable quantity, size, and variety, and other factors, there is no constant minimum number of boxes/lbs. that are required to be picked throughout the season. However, the employer has determined to the best of its ability the following individual minimum production standard:</p> <p>Commodity: Wine grapes Production Standard: 4 bins/2 tons per work day Bin dimensions: Each bin is 48 x 48 x 28.5. Each bin holds 0.5 ton.</p> <p>Therefore, workers will be expected to keep up with the production standards which is determined by comparing a worker's hourly productivity to other workers assigned to the same commodity, crop variety, field site and location within a field site and at the time that work is performed. Employer will review workers' productivity at the end of a given pay period and not on a daily basis. If workers fail to keep up with the average minimum standard as defined above, workers may be offered alternate work, if available, or, after notice, workers may be terminated for cause.</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; (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable or fails to timely or adequately complete the work as requested at the time work is required to be performed; or (d) violation of company policies as stated in the company handbook.</p> <p>All employees must respect and follow company policies as stated in the company handbook, including any new or changed policies which may be communicated during the course of the season. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality the work must adhere to the quality standards of the grower for which they are working.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Tools and Equipment
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<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 knives, hair nets, and gloves if needed to perform the job. Employees must sign for all tools and equipment provided by the employer. The reasonable repair and/or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</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 - Surety Bond Attestation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Employer attests that the original surety bond has been or will be promptly sent to CNPC.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Dispute Resolution Agreement
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>The Company uses a Dispute Resolution Agreement ("DRA") outlining procedures to follow in raising employment-related disputes between the Company and its employees and provides for mandatory arbitration of unresolved matters. Mandatory arbitration is a condition of employment. Employees will be provided a copy of the Company's DRA prior to the first day of work. The DRA does not preclude the employee from filing claims with the America's Job Center of California offices (AJCCs) under the Employment Services Complaint System. Every employee exercising rights under the law or the DRA is protected from retaliation from the Company.</p>			

r. Job Offer Information 18

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

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