



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

A. Job Offer Information

1. Job Title * Agricultural Equipment Operators								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 6/6/2024				4. Last Date * 9/5/2024
		249	77					
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 *	
45	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday	
0	b. Sunday	8	d. Tuesday	8	f. Thursday	5	h. Saturday	
							a. 4 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
							b. 12 : 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.) Workers must be able to: operate agricultural packing equipment for onions in accordance with production schedules; guide product on conveyors to regulate flow through machines; load and unload product; manipulate controls to set, activate, and adjust packing machinery; weigh and track product and packaging as directed; empty bags to bagger machines, remove full bags from machines, manually cinch and tie the bags, and lift bags to a conveyor belt (approximately 4" to 18" from the ground level); work with a box line machine (placing empty boxes on the machine and then fold, close, and remove the box from the machine); moving product to and from machines; and perform any other tasks and duties under SOC Code 45-2091. Related duties may be assigned. All tasks herein constitute one job. Work is performed in a packing shed facility with exposure to loud noise, odors, dust/debris, and operational machinery and equipment. Frequent walking, stooping, bending, and crouching is required. Highly repetitive motions at a sustained reasonable pace are required. Being on one's feet for long periods of time is required. Ability to frequently lift, push, pull, and carry weight up to 50 pounds is required. Dexterity to use and manipulate agricultural packing equipment, product, packaging, and related items is required. Vision, focus, and cognitive ability to accomplish the functions above is required.								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §		
\$ 19 . 75		<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. *	2	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>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 *				
48845 W Nees Ave				
2. City *	3. State *	4. Postal Code *	5. County *	
Firebaugh	California	93622	Fresno	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Peri & Sons Farms of California is a fixed-site employer pursuant to 20 CFR 655.103(B), with State Tax ID # 515-7675 9. Please note that the Yerington, NV address referenced in this application is included only because certain year-round personnel that process H-2A applications are located in NV and receive correspondence there.				
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *				
48845 W Nees Ave				
2. City *	3. State *	4. Postal Code *	5. County *	
Firebaugh	California	92250	Fresno	
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public			10	360
9. Identify the entity that determined the housing met all applicable standards: *				
<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input 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> *				
Each dormitory has full kitchen and full bathroom facilities. The housing will be provided at no cost to H-2A workers and those in corresponding employment who are not reasonably able to return to their residence within the same day per 20 CFR 655.122(d)(1).				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 All workers will live in the dormitories referenced in Section D(10) and will have access to cooking and kitchen facilities so that they may prepare their own meals. Workers will buy their own groceries. The employer will ensure free weekly transportation to a nearby store where they can purchase groceries,

2. The employer: *

	<input checked="" type="checkbox"/> WILL NOT charge workers for meals.		
	<input type="checkbox"/> WILL charge each worker for meals at	\$ <u>00</u> . <u>00</u>	per day, if meals are provided.

F. Transportation and Daily Subsistence

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

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

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>15</u> . <u>88</u>	per day *
	b. no more than	\$ <u>59</u> . <u>00</u>	per day with receipts

G. Referral and Hiring Instructions



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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *

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

The employer will accept applications from any source. Applicants may seek employment through the California State Workforce Agency (SWA) or contact the employer directly. Applicants who wish to contact the employer directly may do so during normal business hours: Monday through Friday (excluding holidays), 8AM to 5PM. During these hours, the employer may be reached by telephone (see Section G(2) below), email (see Section G(4) below), or in person at 102 McLeod St., Yerington, NV. All applicants who contact or are referred to the employer will receive a job application form, a copy of this form ETA-790, and a copy of Form WH-516. Applicants must complete and return the application form (the employer will provide reasonable accommodations to assist where necessary). Upon receipt of the completed application form, the employer will promptly schedule the applicant for a telephone or in-person interview to ask the applicant about their experience and ability to perform essential job functions. In the event the applicant meets the experience requirement, a verification of employment will be conducted to confirm this. Through the 50% point of the contract period, the employer will hire all qualified domestic applicants until the work need is filled. Upon hire, each such individual must present proof of identity and authorization to work in the United States sufficient for the employer to complete INS Form I-9. Under no circumstance will any applicant or employee be asked, required, or permitted to pay the employer in exchange for employment opportunity.

2. Telephone Number to Apply * +1 (775) 463-9928	3. Extension § 0	4. Email Address to Apply * MMontes@periandsons.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 * Baumback	2. First (given) name * Kristie	3. Middle initial §
4. Title * H2A Administrative Assistant		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 4/11/2024
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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Deductions may be taken for: FICA and Federal Income Tax; repayment of cash advances or loans; repayment of overpayment of wages; meals (if applicable); duly-issued wage garnishments by a court of competent jurisdiction; recoupment for lost or damaged property where it is shown to be due to the worker's dishonest or willful act, or gross negligence; deductions requested or agreed upon by the worker, if permissible by law; and any other deductions authorized by law. Unless otherwise required by law, no deduction will bring the worker's hourly earnings below the federal or state minimum wage.			

b. Job Offer Information 2

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 (<i>up to 3,500 characters</i>) * Workers must have 60 days verifiable experience performing the job duties under Section A(8)(a). The work schedule under Section A(6) may be subject to change where weather, crops, or business needs demand. Workers may be offered the opportunity to work more than the hours and/or days in this schedule. Work assignments, crew assignments, and assigned work tasks are at the sole discretion of the employer. Workers must comply with the employers work rules and housing rules, which are set forth in full in Addendum C. Workers must comply with the employers personnel policies, including but not limited to its policies regarding safety, harassment/discrimination, abusive conduct, and drugs and alcohol. Workers must follow all reasonable and lawful instructions and directives. The employer reserves all management prerogatives not inconsistent with applicable law. Workers will be compensated for time spent completing required safety trainings.			

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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 *	Job Requirements - Wage Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>In the event any worker has any questions regarding their wages or other terms and conditions of employment, the worker may contact the United States Department of Labor, Wage and Hour Division, Las Vegas District Office, 333 Las Vegas Blvd. S., Suite 5520, Las Vegas, NV 89101. The telephone number is 702-928-1240. Alternatively, workers may contact the Mexican consulate at 823 South 6th St., Las Vegas, NV 89101. The telephone number is 702-477-2700.</p>			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules 1 of 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The following work rules establish the employer's standards of conduct and performance. All work rules are job-related and are necessary for safe and effective job performance. Failure to follow these rules may lead to disciplinary action, up to and including termination of employment.</p> <ol style="list-style-type: none"> Employees must perform job duties with due care. Employees shall not perform job duties recklessly or with gross negligence. Employees shall not engage in intentional sabotage or interference with the employer's operations. Employees shall make a reasonable effort to avoid foreseeable errors and omissions, and to use their work time productively and efficiently. Employees must comply with the employer's policy on drugs and alcohol. This includes but is not limited to the prohibition on using, being under the influence of, or possessing drugs and alcohol while on duty. Employees must comply with the employer's policy on attendance. Employees must notify their supervisor at least sixty minutes before the start of their scheduled shift if they are going to be absent or tardy. Reliable attendance is an essential job function, and accordingly, excessive absences or tardiness will not be permitted. "Excessive absence" generally means: (i) any unexcused absence; (ii) three or more days of total absence in a thirty-day period; or (iii) five or more days of total absence in a work contract period. "Excessive tardiness" generally means one or more unexcused tardies. Nothing herein shall be construed to constrain the Company from offering reasonable accommodations to its employees for legitimate and substantiated personal or medical issues as needed. Employees must refrain from littering. Employees may not leave paper, cans, bottles, or any other trash or refuse in fields, on the roads, or on or in any other public or employer property. Trash and waste receptacles must be used. Glass bottles are not permitted at the worksite or in any premises owned or leased by the employer. Unless otherwise authorized by the employer, employees must start and end their shifts at assigned times. Employees may not start the shift early, or end the shift late, without authorization. Employees may not leave their shift early without authorization, except in the event of an emergency. In such event, employees must communicate with site management regarding their absence due to the emergency as soon as practicable and shall, if requested by site management, provide documentation substantiating the emergency. Except as otherwise provided in this paragraph, employees must follow their meal and rest break schedule. Employees will be afforded breaks during their shift no less frequently than as required by law. Employees are required to take assigned breaks unless, due to business exigencies, site management determines the break(s) cannot be taken. In such event, a missed-break premium will be paid if required by law. Employees may not take breaks that are not authorized by site management. Personal cell phones are not allowed in work areas for safety reasons. Except in the event of an emergency, personal phone use is prohibited outside of meal and rest periods. In the event of an emergency, family members may contact the employer's H-2A Division at 775-463-4444 so that they may be put into contact with the employee as soon as practicable. 			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules 2 of 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>8. Employees must only enter employer worksites where they are authorized to perform work. Employees may not enter other areas owned or leased by the employer without authorization.</p> <p>9. Employees must comply with the employer's code of ethics policy and its policies governing interactions with coworkers and others. This includes the employer's policies prohibiting:</p> <ul style="list-style-type: none"> -Unlawful harassment, discrimination, or retaliation; -Abusive conduct; -Violence and threats of violence; and -Unsafe conduct <p>10. Horseplay is strictly prohibited while on duty, while on or in any employer property, and while at housing owned or leased by the employer.</p> <p>11. Employees must not post or remove any notices, signs, or other instructions or documents from any worksite, housing, or any other premises owned or leased by the employer.</p> <p>12. Employees may not engage in theft, conversion, or any other form of unlawful taking. This includes unlawful takings from the employer, coworkers, and others.</p> <p>13. Employees may not falsify identification, personnel, medical, production, or any other work-related records.</p> <p>14. Employees may only use employer-provided vehicles, equipment, and property as authorized, and employees must exercise due care while doing so. The obligation to exercise due care includes, but is not limited to, following all applicable safety practices and, where applicable, all traffic laws. Employees must take reasonable care of employer-provided vehicles, equipment, and other employer-issued property.</p> <p>15. Employees must follow all safety rules, instructions, and practices. Employees must complete all required safety trainings. Employees must immediately report injuries or accidents to site management or a Safety Coordinator. Employees are encouraged to bring any potential safety concerns to site management, a Safety Coordinator, or, if necessary, the Company's Human Resources Department.</p> <p>16. Employees must comply with all lawful and reasonable directives of their supervisors, and employees are expected to support, and not undermine, their supervisors. Insubordination is not permitted.</p> <p>17. Employees must refrain from any conduct they know or should know to be unlawful, and must refrain from any conduct they know or should know may cause the employer to be out of compliance with any local, state, or federal law.</p> <p>18. Employees may not possess firearms or other weapons while on duty, while at any worksite, or while on or in any property owned or leased by the employer.</p> <p>19. The employer reserves the right to pay workers higher than the listed rate listed in Section A(8) if the worker's qualifications so warrant. The employer reserves its right to pay workers bonuses in its sole discretion.</p>			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules 1 of 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The following housing rules establish standards of conduct for all occupants of employer-provided housing. Violations of these housing rules may lead to disciplinary action, up to and including termination of employment.</p> <p>1. Housing assignments will be made exclusively by the employer. Employees may occupy only assigned housing. Employees may only sleep in rooms, areas, or units as assigned by the employer. Employees may not change housing assignments without authorization from the employer.</p> <p>2. Housing guests may not occupy a bed or stay overnight in the housing unit without express permission from the employer.</p> <p>3. Employees shall report to the employer any problem with the housing or any known compliance issue immediately upon discovery.</p> <p>4. No cooking is permitted in non-kitchen areas, including sleeping rooms. Hot plates, portable stoves, and other externally-sourced cooking devices are prohibited. Employees may only use appliances provided by the employer.</p> <p>5. Employees are prohibited from tampering with smoke detectors and carbon monoxide detectors. This includes but is not limited to removal of the detectors and removal of the batteries from the detectors. Any problems with the detectors must be immediately reported.</p> <p>6. Employees must not leave or allow to accumulate paper, cans, bottles, or any other trash or refuse in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids must always remain on trash receptacles as required by law.</p> <p>7. Curfew shall be 10:00PM unless an earlier time is specified by the employer. Occupants may not entertain guests in or on housing premises after curfew. Employees must be inside of their assigned housing units by curfew.</p> <p>8. No alcohol is to be consumed after 8:00PM unless an earlier cut-off time for alcohol consumption on the premises is specified by the employer. The employer reserves the right to prohibit the consumption of alcohol on the premises in the event it deems necessary.</p> <p>9. Employees may not interrupt other employees' rest/sleep period by excessive noise or commotion.</p> <p>10. Employees may not engage in fighting, horseplay, scuffling, throwing things, loud behavior, or rowdy behavior. Employees may not threaten, discriminate against, or harass others, including coworkers and security officers.</p> <p>11. All forms of physical violence are prohibited. Threats of violence, intimidation, and bullying are also prohibited.</p> <p>12. No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.</p> <p>13. Employees may not post or remove any notices, signs, posters, bulletin boards, or other such documents from the employer-provided housing.</p> <p>14. Employees may not abuse, vandalize, or destroy any property. This includes property of the employer and of other employees. Employees may not remove beds, cabinets, refrigerators, stoves, tables, chairs, or any other equipment, furnishings, or items from the premises unless authorized by the employer.</p> <p>15. Employees may not deface, damage, or destroy the housing or contents. If an employee is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement costs of the damaged or lost property may be deducted from the worker's wages.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules 2 of 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 16. Stealing from the employer and from other employees is prohibited. Employees may not take or convert any property of the employer or a coworker. 17. The use or possession of illegal drugs is prohibited on the employer's premises. Employees must abide by the employer's drug/alcohol policy while in or around employer housing. 18. Employees must vacate their housing and remove their belongings promptly upon termination of employment with the employer. 19. Employees may not knowingly or deliberately engage in any type of behavior that would cause the employer to be out of compliance with food safety rules or any local, state, or federal law. 20. Employees must abide by all lawful and reasonable directives of security officers, safety coordinators, human resources representatives, and other officials designated by the employer with respect to employee housing. 21. Glass bottles are prohibited on or around company premises. 22. Tattooing and piercing in company housing or on the employer's property is prohibited. 23. Employees are expected to conduct themselves responsibly if they choose to consume alcohol. Employees may not cause a disturbance of the peace, become a public nuisance, or break other laws or ordinances. Employees may under no circumstance operate a personal or company vehicle, or any company equipment, while intoxicated. 24. Employees must exercise reasonable hygiene, neatness, and courtesy to others in all housing facilities (including restroom facilities, shower facilities, and outdoor areas). Employees must exercise reasonable diligence in doing their part to ensure housing remains in a clean and sanitary condition.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Drug Testing
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * All drug testing will be post-hire and at the employer's expense. Due to the safety-sensitive nature of the work (i.e., work which, if performed with impaired functioning, would increase the risk of harm to the worker or others), the employer reserves its right to conduct reasonable-suspicion and post-accident drug testing. The costs of such testing are born by the employer. In no event will testing be used as a basis for screening workers prior to hire.			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The employer will offer transportation to and from employer-provided housing and the worksite every workday, from a centralized pickup point, at no cost the workers. The employer will utilize employer-owned vehicles and/or CalVans vehicles for this purpose. Specifically, there are 5 employer-owned light trucks seating between 3 to 6 passengers each and 40 CalVans vans seating up to 15 passengers each. The trucks are owned by the employer, and the CalVans vans are procured through the California Vanpool Authority. All vehicles are duly registered and insured. There will be sufficient vehicle capacity for transporting all workers from their housing (or, for any workers not living in housing, from a centralized pick-up point) to the worksite every workday. The departure schedule will track right along with the work schedule. The use of the foregoing transportation is voluntary, and workers may at their option use their own means of transportation to and from the worksite at their own expense. All workers will have access to free on farm transportation during the workday.</p>			

j. Job Offer Information 10

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The employer will pay for or reimburse reasonable transportation and subsistence costs to the place of employment in accordance with 20 CFR 655.122(h)(1). The amount of reimbursement will be the actual cost not to exceed the most economical and reasonable common-carrier cost for the distance involved. The workers will receive this "inbound" payment on their day of arrival where practicable, and in no event later than the first paycheck for their first workweek. The employer reserves the right to arrange common-carrier transportation, at its own expense, to assure the most reasonable and economical inbound transportation cost. In such event, the employer will contract with a common carrier that transports workers via licensed, insured, and inspected long-haul buses and/or vans seating between 13 to 50 passengers per vehicle. For workers who complete the work contract period or are terminated without cause (and have no immediate subsequent H-2A employment), the employer will pay for or reimburse reasonable transportation and subsistence costs to the place from which the worker, disregarding intervening employment, departed to work for the employer. The employer will provide this "outbound" payment in accordance with 20 CFR 655.122(h)(2), and the workers will receive it in their final paycheck where practicable. The amount of the reimbursement will be the actual cost not to exceed the most economical and reasonable common-carrier cost for the distance involved. The employer reserves the right to arrange common-carrier transportation, at its own expense, to assure the most reasonable and economical outbound transportation costs.</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 - Overtime
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Per Per Wage Order 14-2001 of the California Department of Industrial Relations, workers shall receive one and one-half (1) times their regular rate of pay for hours worked in excess of eight (8) hours per workday but less than twelve (12) hours per workday. Workers shall receive double their regular rate of pay for hours worked in excess of twelve (12) hours per workday. To the extent workers are not already in overtime status under the daily overtime rules as set forth above, the workers shall be entitled to one and half (1) times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek.			

l. Job Offer Information 12

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

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