



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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crop							
2. Workers Needed *		a. Total	b. H-2A Workers	3. Period of Intended Employment			
		140	120	3. First Date * 5/5/2026		4. Last Date * 7/15/2026	
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 *	
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday
						a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. <u>1</u> : <u>30</u> <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 \$	
\$ <u>15</u> . <u>32</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>00</u> . <u>00</u>		AZ Wages Domestic/\$15.32H2A/\$15.15 CA Wages Domestic/16.90 H2A/\$16.90	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
10. Frequency of Pay: * <input type="checkbox"/> Weekly <input checked="" 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>54</u> lbs.		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input checked="" type="checkbox"/> i. Frequent stooping or bending over <input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
6. Additional Information Regarding Job Qualifications/Requirements. * <i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i> 2 months of harvesting experience in any of the commodities listed. Employer-paid post-hire, random, upon suspicion and post-accident drug testing required. Any worker who declines to take or fails a mandatory drug test will be terminated.			

C. Place of Employment Information

1. Place of Employment Address/Location *				
51040 West Valley Road				
2. City *	3. State *	4. Postal Code *	5. County *	
Aguila	Arizona	85320	Maricopa County	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Employer owns and/or controls all worksites.				
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 *				
51040 W Valley Rd				
2. City *	3. State *	4. Postal Code *	5. County *	
Aguila	Arizona	85320	Maricopa County	
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)			11	120
<input type="checkbox"/> Rental or public				
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 type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> *				
Housing only available to workers & not offered to non-working family members. Employer possesses/controls premises at all times.				
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.)

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, 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: *

WILL NOT charge workers for meals.

WILL charge each worker for meals at **\$ 16 . 28** 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 (e.g., van, bus, plane) transportation charges for the distances involved for both inbound and outbound transportation. Inbound 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 **\$ 16 . 28** per day *

b. no more than **\$ 68 . 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 Monday through Friday during the hours of 9:00 AM - 5:00 PM at phone 1 (480) 998-1444 or email hr@matorifarms.com). 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 (480) 998-1444	3. Extension § N/A	4. Email Address to Apply * hr@matorifarms.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 * Martori	2. First (given) name * Steve	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 * 3/11/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Arizona Domestic Worker Hourly AEW	\$ 15 . 32	Hour	All Domestic workers performing work in Arizona will be compensated at \$15.32/hour.
	Arizona H-2A Worker Hourly AEW	\$ 15 . 15	Hour	All H-2A workers performing work in Arizona will be compensated \$15.15/hour.
	California Domestic and H-2A Worker Hourly AEW	\$ 16 . 90	Hour	All Domestic workers and H-2A workers performing work in California will be compensated at \$16.90/hour.
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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 §
Central Arizona Farming, Inc.	9254 North Ralston Road Maricopa, Arizona 85139 PINAL COUNTY		5/5/2026	7/15/2026	140
Central Arizona Farming, Inc.	491st Ave & Courthouse Road Buckeye, Arizona 85353 MARICOPA COUNTY		5/5/2026	7/15/2026	140
Central Arizona Farming, Inc.	50000 West Camelback Road & N 499th Ave Tonopah, Arizona 85354 MARICOPA COUNTY		5/5/2026	7/15/2026	140
Central Arizona Farming, Inc.	86-66 Center of the World Drive Felicity, California 92283 IMPERIAL COUNTY		5/5/2026	7/15/2026	140

D. Additional Housing Information



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Cantaloupe Cutter: The "Cutter" position will be responsible for walking through the field, bending down, and locating a package ready melon. Upon locating the melon, workers will use a Company-supplied knife to cut the melon from the vine. After cutting the melon from the vine, workers will then place the melon in the furrow and continue through the field. Equipment supplied by the Employer includes gloves and a cutting knife.</p> <p>Cantaloupe Loader: The "Loader" position will walk in the furrow behind a self propelled conveyor. While walking in the furrow the workers will bend down and pick up each melon left by the cutter. The workers will then place the melon on the conveyor belt. The self propelled conveyor moves through the field, allowing each melon left by the cutter to be placed on the belt by the Loader position. Equipment supplied by the Employer includes gloves.</p> <p>The Positions of Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Cutter; Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Grader/ Packer; Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Labeler; and Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Box Maker apply to the Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon varieties of melon.</p> <p>Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Cutter: The "Cutter" will be responsible for walking through the field, bending down, and locating a package ready melon. Upon locating the melon, workers will use a Company-supplied knife to cut the melon from the vine. After cutting the melon from the vine, workers will rise up and place the melon on the field pack machine tray and continue through the field. Equipment supplied by the Employer includes gloves and a cutting knife.</p> <p>Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Grader/ Packer: The "Packer" will stand on the field pack machine as it moves through the field. Workers will reach up and retrieve a carton, placing the carton on the field pack machine tray. From the tray holding the package ready melons, workers will retrieve the appropriate sized melon for the carton, and place the melon in the carton. Once the carton is filled, workers will move the carton to the conveyor belt for the Set Off. Equipment supplied by the Employer includes gloves.</p> <p>Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Labeler: The "Labeler" will stand on the field pack machine, and from a pre-pasted roll of stickers, place a sticker on each melon that has been packed in the carton. Equipment supplied by the Employer includes gloves.</p> <p>Lemon Drop, Honeydew, Golden Honeydew and Mini Watermelon Box Maker: The "Box Maker" will stand on the field pack machine. From a stack of un-made cartons, workers will pick up a carton and fold it into a made carton. Once they have made the carton, workers will place the carton on the overhead storage rack for use by the Packer position. This will continue as the field pack machine moves through the field. Equipment supplied by the Employer includes gloves.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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 *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will provide free daily transportation. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following:</p> <p>21 Commercial Bus: 20–48 person capacity each</p> <p>The vehicles will be used to make multiple trips to transport the total number of requested workers to the worksites as outlined in Clearance Order.</p>			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8a Job Duties Continued Part 1 - Greenhouse
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Plastic Removal/Laying and Disposal: Workers will walk through a field either bending over and hand pulling plastic or using a company supplied handle hoe to remove plastic placed on beds, leaving bundles of plastic in field and will then pick up bundles, place them in trailer for removal. Workers will repair and flush drip tape irrigation lines and perform irrigation functions as directed by Foreperson.</p> <p>Green House: Greenhouse Cleaner: The cleaning position consists of general cleaning of the Greenhouse. Workers are responsible for picking up trash inside and outside of the tunnels including the whole facility. Workers are provided with trash bags for garbage containers. Workers are also responsible for checking all mice traps throughout the Greenhouse facility. Workers will clean the germination room using Company cleaning products; Workers are also responsible for cleaning the Seeding machine after each seeding and sanitizing the floors assuring that peat moss(soil) residue is removed. Workers must wear Company-provided protective gear at all times, dust mask, gloves and safety glasses.</p> <p>Greenhouse Seeder: The position of the Seeder is to provide seed to the Seed Machine and ensure the machine is functioning properly. Each tray is filled properly and packed with peat moss(soil). Trays are covered with vermiculite and are watered. Seed is deposited in each hole of the trays, and also select the correct seed varieties for the day. Workers must wear Company provided protective gear at all time including dust mask, gloves and safety glasses.</p> <p>Greenhouse Tray Racker: This position requires placing the trays on the empty racks that are on the carts. Carts are placed in a front position aligned with conveyor of the seeding machine. The trays are moving on a conveyor belt which is connected to the seeding machine. Trays are covered with vermiculite and water. Worker removes the tray off the conveyor belt and places trays onto empty rack on cart. Each cart has approximately 20 or 21 racks, each rack carries 12 trays. Workers must wear Company provided protective gear at all times including dust mask, gloves and safety glasses.</p> <p>Greenhouse Loading Soil Mixture: This position requires placing in the mixing machine the peat moss(soil), vermiculite, and water. Workers fill the conveyor belt onto the auto-stacker with empty trays. The empty trays are automatically moved to the seeding machine, then workers fill the vermiculite container. Workers move the full carts to the germination room. Workers must wear Company-provided protective gear at all times including dust mask, gloves and safety glasses.</p> <p>Greenhouse Forklift Operator: Forklift operators load and unload the trucks/trailers that are transporting the plants to the different ranches or fields. Workers will move the full carts that leave the germination room into the tunnels. Workers will unload the trucks that arrive with peat moss(soil) and vermiculite that is used for the seeding. Workers will place pallets with trays, peat moss(soil), vermiculite and all other items that are used to complete this task. Workers must wear Company-provided protective gear at all times including dust mask, gloves and safety glasses.</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

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8A Job Duties Continued Part 2 Job Duties Continued Part 2 Broccoli Harvest
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Broccoli harvest consists of: Cutters, Bunchers, Packers, Set off, Carton makers.</p> <p>Cutters: A team of up to 14 workers will walk behind a harvest machine for different hours throughout the day. With a knife in hand, workers will cut a broccoli plant at different sizes of stem and head size. Once a plant is selected by size and quality, workers will cut plant with knife and then peel off excess leaves until the stem is clean. The stalk and head size will be determined by Supervisor. Workers will walk in very wet muddy conditions; cold wind and rain is common.</p> <p>Bunchers: Workers will work with a bunching machine. This machine utilizes air pressure and it can be a very dangerous tool, therefore all workers will be trained on how to use the machine. Workers will select 2 to 4 heads of broccoli depending on bunch size requested by Supervisor. Once selected with one hand, workers will take rubber band and put it in the bunching machine and activate a button to allow air pressure to open mechanism and then place broccoli inside bunching machine. Once inside, workers will lightly push down on broccoli bunch as well as air button. An air-operated knife will make a cut on all stems. Once done, workers will remove broccoli bunch and place it on packing table, and repeat operation over and over again.</p> <p>Packers: 4 to 6 workers perform this task. Workers will take a premade box (sometimes making box themselves) and place broccoli bunches in a pattern determined by Supervisor. Pack can consist of bunches at any length per box and crowns (head of broccoli). Sometimes broccoli heads can be packed in loose pack with different counts of heads per box. Once packed, workers will then close box and place on a roller onto the transport trailer.</p> <p>Set Off: Consists of workers placing up to 12 pallets on transport trailer. Sometime pallets weigh up to 24lbs. Workers will place full boxes in a pattern, usually 6 per tier with different heights sometimes up to 10 layers per pallet. Next, workers will secure up to 3 layers by placing a strap around each layer. Workers will assist Operator in securing load while in the field by placing plastic holders on top of load once trailer is full and placing ropes across both sides of trailer to secure load before leaving the field.</p> <p>Operators: Will typically operate a tractor pulling a harvest machine as well as a trailer through the field. Will have to know tractor operation in the field as well as on the road. In the field, worker will back and empty trailer and hook up to harvest machine. Workers will operate air compressor by engaging a lever. Workers will hook up air lines into harvest machine and operate through the field at a speed requested by Supervisor</p> <p>Carton Makers: usually 2 to 3. All workers will assist with transferring empty stacked boxes onto harvest machine. Once placed on machine, workers will brake bundles apart and make boxes by hand and place them on a conveyor on top of harvest machine where packers have access to them. Tagger: Consists of workers being able to use a computer to print out labels and then hand apply them to each packed box.</p> <p>Facility Forklift Operator (Single/Double): Workers will operate a forklift to load pallets of packed product into refrigerated trucks as directed and trained by Supervisory Personnel.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8a Job Duties Continued Part 3 Field Work
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Field 10 Pallet Forklift Operator: Workers will operate a 10 Pallet forklift to unload empty bins from flatbed trailers, place them on the ground and load full bins onto flatbed trailers as directed and trained by Supervisory Personnel.</p> <p>Irrigation Worker: Load sprinkler pipes and main pipes on the sprinkler trailers. Unload sprinkler pipes from sprinkler trailers; spread and connect Sprinkler pipes after planting; put the sprinkler to work; repair bed sprinkler; open plugs sprinklers; spread the main pipes; and assemble all the sprinkler system. Pull the sprinkler line to the next field, pick up the sprinklers pipes and load it on the sprinkler trailers. Check, clean, and repair the drip system, including repair drip leaks, open and close valve, flush drip line, prevent drip line leaks. Inject fertilizer as needed.</p> <p>Irrigator: Workers will flush, repair, and clean water filters. Will move filters to different locations in the farm with tractor. Will open and close valves when cycles start and finish. Workers will put water pipes in canal, suck water from canal into fields, and regulate water flow. Workers will clean water canal and repair drip tape.</p> <p>Thinning and Weeding Crew: After emerging thin the stand to the correct spacing with a hoe or by hand, weeding with hoe or by hand between the Broccoli and Melons. The employer attests that any thinning, hoeing, weeding, or hand-weeding work will be performed in compliance with 8 Cal. Code Regulations Section 3437, 3456(b-c).</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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8a Job Duties Continued Part 4 Eq. Operator
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Tractor: Drive and control farm equipment to till, plant, cultivate, mow, and harvest crops. Many operations such as maintenance and or repair require good physical ability and knowledge. Workers may ride equipment such as irrigation tape injectors and or plastic mulch laying equipment. Other job duties include:</p> <ul style="list-style-type: none"> o Harvest trailers, loading and unloading of seed, plants, materials and chemicals by hand or forklifts. o Adjust, repair, and service farm machinery and notify supervisors when machinery malfunctions. o Observe and listen to machinery operation to detect equipment malfunctions. Multiple daily inspections of equipment or facilities to determine safety, condition, and maintenance needs. o Lay irrigation tape, burn, spray, pull, build and maintain ditches by hand, tractor, and loader. o Furrow irrigation preparation and maintenance of head and tail ditches, such as rowbuck, blade, and hand operated shovel when necessary. o Mixing of specified materials or chemicals, and dump solutions, powders, bottles, buckets, water soluble packets, and seed into planter, sprayer, or mixing equipment. Prepare materials or solutions for application, utilization of supplied personal protection equipment per label instructions. o Operate or tend equipment used in agricultural production, such as tractors, trucks, irrigation pumps, loaders, forklifts, hand trucks, pickups, atv, trailers, man lifts, fuel tanks, water tanks, water trucks, chemical tank trailers, propane tank and harvest equipment. o Manipulate controls, monitors, touch screens, to safely operate agricultural equipment. o Operate equipment while observing and monitoring of workers riding equipment while transplanting, laying irrigation tubing, plastic mulch, burning and spraying ditches, planting, cultivating, tilling, pulling plastic mulch or tape. o Load hoppers, totes, buckets, conveyors, augers to feed machines with products, using tractors, loaders, forklifts, transfer augers, belts, buckets, and shovels. o Spray fertilizer or pesticide solutions to control insects, fungus, weed growth, and diseases by hand, pull type, and self-propelled sprayers. o Attach farm implements such as plows, discs, cultivators, mowers, shredders, rippers, blades, etc, both pull type, link mounted, and power take off driven implements. o Operate towed, integrated, or link mounted machines while planting, fertilizing, dusting, burning, and spraying crops. o Walk beside or riding on machines while planting, tilling, harvesting or post-harvest cleaning of fields. o Drive trucks to haul crops, supplies, tools, fuel, or farms workers. o Weigh containers, record weights, counts of seed, crops, containers, supplies, chemicals, products being applied, planted, hauled, stored, harvested and transferred. Record, report and turning information into supervisor. o Must be able to read and execute written work orders, fill out information and return forms to supervisors per shift. All work is to be performed safely and in accordance to regulation, and company policies. Proper personal protection must always be worn. Work is conducted day and or night shifts, weekends, holidays as needed. 			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8a Job Duties Continued Part 5 Veg. Harvest
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Iceberg Lettuce (Head Lettuce): Clean and Core of Head Lettuce: This task involves heavy fieldwork to harvest cored head lettuce in preparation for value-added processing. Manual cutting is performed by walking in uneven furrows behind a harvesting conveyor belt or riding on a machine platform. Under the direction of field supervisors, workers determine the size and quality of the lettuce to be harvested. Using a harvesting knife with a coring attachment, the worker bends at the waist, grasps the produce, and cuts the head from its roots. The worker then trims the outer leaves and removes the core using the coring attachment. After inspecting the head lettuce for defects, it is placed onto the conveyor belt. This process is repeated continuously. The cored lettuce is carried down the belt, where other employees inspect quality, remove loose leaves, and sort it into bins constructed directly on the trailer. Empty bins may weigh up to 50 lbs., and pallets up to 95 lbs. Between two workers, empty pallets are carried and assembled.</p> <p>Romaine Lettuce: Romaine Top & Tail: This involves heavy fieldwork to harvest romaine lettuce in preparation for value-added processing. Manual cutting is done by walking in uneven furrows behind a harvesting conveyor belt. Under the direction of field supervisors, workers determine the size and quality of the romaine lettuce to be harvested. Using a harvesting knife, the worker bends at the waist, grasps the produce, and cuts the head from its roots. The worker then trims the outer leaves and places the head onto a table. This process is repeated continuously. The romaine is then topped and cored, carried down the belt where employees inspect quality, remove loose leaves, and sort it into bins constructed directly on the trailer. Empty bins may weigh up to 50 lbs., and pallets up to 95 lbs. Between two workers, empty pallets are carried and assembled.</p> <p>Romaine Hearts: Workers cut, bag, pack, and load fresh romaine hearts in the field. Cutting is performed by walking in uneven furrows behind a harvesting platform machine or belt. Under the direction of field supervisors, workers determine the size and quality of the product to be harvested. Using a harvesting hand knife and bending at the waist, the worker cuts the head from the roots, trims the outer leaves, and prepares it to be placed into a carton or tote. The cutter places the product on a table for the packer to tie, spot wash, sort, wrap, seal, and place into a carton or tote. Packers secure empty containers, insert lining material as necessary, and fill the cartons or totes to specification. Once filled, they are pushed onto a conveyor belt for loaders to close, cover, and stack on the pallet. Cartons or totes with product can weigh up to 50 lbs., and empty pallets up to 95 lbs. Between two workers, empty pallets are carried and assembled.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8a Job Duties Continued Part 6 Veg Harvest Cont.
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Green Leaf Lettuce: Harvesting and Packing: Workers engage in heavy fieldwork to harvest green leaf lettuce. Employees cut, bag, pack, and load fresh green leaf lettuce in the field. Cutting is done by walking in uneven furrows behind a harvesting platform machine or belt. Under the direction of field supervisors, workers determine the size and quality of the product to be harvested. Using a harvesting hand knife and bending at the waist, the worker cuts the head from the roots, trims the outer leaves, and prepares it to be placed into a carton or tote. The cutter places the product on a table for the packer to tie, spot wash, sort, wrap, seal, and place into a carton or tote. Packers secure empty containers, insert lining material as necessary, and fill the cartons or totes to specification. Once filled, they are pushed onto a conveyor belt for loaders to close, cover, and stack on the pallet. Cartons or totes with product can weigh up to 50 lbs., and empty pallets up to 95 lbs. Between two workers, empty pallets are carried and assembled.</p> <p>Cauliflower: Harvesting and Packing: Workers cut, wash, bag, seal, pack, and load boxes, crates, or bins of cauliflower in the field. This involves driving tractors and machines for harvest. Workers wash the product when on tables or conveyor belts once cut. They load and tie the product on field trailers pulled by tractors. All duties are performed on the farm.</p> <p>Cabbage: Harvesting and Packing: Workers cut, bag, pack, and load savoy, red, and green cabbage in the field. Cutting is done by walking in uneven furrows behind a harvesting platform machine or belt. Under the direction of field supervisors, workers determine the size and quality of the product to be harvested. Using a harvesting hand knife and bending at the waist, the worker cuts the head from the roots, trims the outer leaves, and prepares it to be placed into a carton or tote. The cutter places the product on a table for the packer to tie, spot wash, sort, wrap, seal, and place into a carton or tote. Packers secure empty containers, insert lining material as necessary, and fill the cartons or totes to specification. Once filled, they are pushed onto a conveyor belt for loaders to close, cover, and stack on the pallet. Cartons or totes with product can weigh up to 50 lbs.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8a 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>The employer does not conduct background checks but may terminate a worker for cause if a criminal conviction or sex offender status is discovered during employment, in accordance with applicable laws and regulations, to ensure the safety of other workers, staff, and the public.</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 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>			

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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 - A.8e Wages-California Specific Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>The employer abides by California Wage Order 14.</p> <p>The employer abides by the seventh (7) day of rest rules. Unpaid lunch breaks are 30 minutes with two (2) paid 10-minute breaks a day. The employer attests that any thinning, hoeing, weeding, or hand-weeding work will be performed in compliance with 8 Cal. Code Regulations Section 3437, 3456(b-c).</p> <p>In CA only, workers will be paid overtime after 8 hours during any one workday and/or more than 40 hours per workweek for work performed in California. Overtime wage rate (\$25.35 per hour) is one and one-half times the regular wage (\$16.90). Workers who work more than 12 hours in any one workday will receive double-time pay at the rate of \$33.80/hour.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.8e Additional Pay Information Continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Overtime will not be paid for work performed in Arizona.</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, if applicable.</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>			

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 - B.6 Additional Disclosures: Workers Compensation Insurance
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>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: National Union Fire Ins Co of Pittsburg Name of policyholder: Eagle Produce, LLC dba Martori Farms dba Central Arizona Farming, Inc. Name of person to be notified of claim: Steve Martori Telephone number for point-of-contact: 14809981444 Deadline for filing a claim: Report within the timeframe specified by state law</p>			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - D.10 Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Female workers provided bedroom/bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.</p> <p>Workers must vacate housing promptly at end of contract or upon termination, in accordance with state law. If one has not already been performed, the employer requests an inspection.</p> <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

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - D.10 Rental attestations
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer attests that the rental/public accommodations are compliant with the applicable housing health and safety standards set forth by the regulations in 20 CFR 655.122(d)(1)(ii). The units rented are sufficient to accommodate the number of workers requested. Each worker will be provided their own bed. Housing will be inspected by the appropriate local/state inspection authority.</p> <p>Number of beds: 455 Number of rooms: 96 Total occupancy: 455</p>			

p. Job Offer Information 16

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - F.1 Daily Transportation Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <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 work days approximately 5 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the work day and returned to the designated employer-provided housing location.</p> <p>Daily transportation to and between worksites provided at no cost to workers living in employer- provided housing. Use of employer-provided transportation is voluntary. Local workers and workers who decline employer-provided housing are responsible for their own daily transportation.</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

q. Job Offer Information 17

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - F.2 Inbound/Outbound Transportation Continued
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Outbound transportation provided from the work site to the foreign worker's home city. Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in accordance with H-2A regulations and FLSA wage requirements.</p> <p>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>			

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) *			

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