

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



A. Job Offer Information

1. Job Title * Agricultural Truck Driver								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 5/15/2026				4. Last Date * 9/15/2026
		3	3					
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 <i>(an entry is required for each box below)</i> *							7. Hourly Work Schedule *	
40	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday	
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday	
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
							b. <u>3</u> : <u>00</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. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> Agricultural Truck Driver Agricultural truck drivers: Follow supervisor instructions to transport produce, equipment, and machinery between harvest worksites, warehouses, and farms. Additional duties include operating forklifts, loading and unloading produce, securing loads, and assisting harvest crew with moving farm tractors and equipment. Drivers operate tractor/trailer combinations (GVWR 60,000+ lbs.) in both on-road and off-road conditions, maintain cleanliness of vehicles. Complete a pre-trip and post-trip inspection report, fill out and send load paperwork daily to office. Workers must have a valid and insurable Class A CDL (or international equivalent) and maintain a clean driving record. Perform all preventative maintenance duties to assigned unit, notify farm mechanics and supervisor of any repairs needed or damage. Workers must possess the ability to read a map, understand directions, use GPS and successfully navigate to a specific location; regularly climb up and down, on, into and out of truck. Workers should be physically able to do the work required with or without reasonable accommodation and must be physically able to meet and perform all job specifications stated in job order. Workers must maintain a valid driver's license, Class A CDL or equivalent and a clean driving record throughout employment and comply with applicable requirements of the Department of Transportation regulations. May be assigned to the following tasks: •Help maintain and repair semi-trucks, trailers and farm equipment •Maintain and fix farm implements •Service farm vehicles •Operate equipment for tiling, plowing, and other tasks "Employer may pay above the listed rate based on tenure, skills, performance, or business needs; all such opportunities are available to U.S. and H 2A workers alike."								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ <u>19</u> . <u>31</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>00</u> . <u>00</u>		\$17.87 (H2A)		
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). * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> See Addendum C								

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



B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	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 checked="" type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input checked="" type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input checked="" type="checkbox"/> i. Frequent stooping or bending over <input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
6. Additional Information Regarding Job Qualifications/Requirements. *			
<i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i> minimum 25 years of age			

C. Place of Employment Information

1. Place of Employment Address/Location *				
5890 Hwy 549 SE				
2. City *	3. State *	4. Postal Code *	5. County *	
Deming	New Mexico	88030	Luna County	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
None				
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 *				
535 Bedrock DR, NE				
2. City *	3. State *	4. Postal Code *	5. County *	
Deming	New Mexico	88030	Luna 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) <input type="checkbox"/> Rental or public			1	19
9. Identify the entity that determined the housing met all applicable standards: *				
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input 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> *				
David's House				
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

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



E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dish-washing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides 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.

2. The employer: *

<input checked="" type="checkbox"/> WILL NOT charge workers for meals.		
<input type="checkbox"/> WILL charge each worker for meals at	\$ ____ . ____	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.)
 Employer will provide transportation between living quarters and worksites at no cost to the worker. All employer provided transportation will meet applicable federal and state laws and safety standards.

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 provided transportation will be airplane, charter bus, employer operated vehicle, or other common means depending on the workers' country or State of origin. All common means of transportation will meet applicable safety standards and will abide by 20 CFR 655.122(h)(1) & (2). Continued

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>16</u> . <u>28</u>	per day *
	b. no more than	\$ <u>68</u> . <u>00</u>	per day with receipts

G. Referral and Hiring Instructions



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

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.)

Potential U.S. workers (referrals) will be accepted from the local Workforce Centers, through word-of-mouth, gate hires (walk-up workers), and other sources. All applicants should be thoroughly familiarized with the job duties and terms and conditions of employment listed on the job order. Only workers meeting all qualifications of the job order should be referred by the Workforce Centers.

To be eligible for employment, applicants must:

1. Be able, willing, and available to perform the specified job duties for the duration of the contract period.
2. Have been apprised of all material terms and conditions of employment.
3. Agree to abide by all material terms and conditions of employment.
4. Be legally authorized to work in the United States; AND
5. Satisfy all minimum job requirements

Applicants can contact the employer M-F between 8am and 4pm or by email.

2. Telephone Number to Apply * +1 (575) 267-3043	3. Extension § N/A	4. Email Address to Apply * chileriver@zianet.com
5. Website Address (URL) to Apply * N/A		

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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

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).



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

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



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

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 * Franzoy	2. First (given) name * Victoria	3. Middle initial §
4. Title * Corporate Financial Officer		

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



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.

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



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 §
Chile River, Inc	4333 N Hwy 187 Garfield, New Mexico 87936 DONA ANA COUNTY	Garcia Farm: McCleod	5/15/2026	9/15/2026	3
Chile River, Inc	1800 BB Romig Dr. Salem, New Mexico 87941 DONA ANA COUNTY	Riverside Farm Benvie Farm	5/15/2026	9/15/2026	3
Chile River, Inc	350 Sahara Rd. Hatch, New Mexico 87937 DONA ANA COUNTY	Kennedy Farm	5/15/2026	9/15/2026	3
Chile River, Inc	210 W Las Uvas Rd. Deming, New Mexico 88030 LUNA COUNTY	Delgado Farm (Cowboy): El Paso Electric	5/15/2026	9/15/2026	3
Chile River, Inc	13625 Uvas Valley Rd, NE Deming, New Mexico 88030 LUNA COUNTY		5/15/2026	9/15/2026	3
Chile River Inc	210 Dandelion Garfield, New Mexico 87936 DONA ANA COUNTY	Berridge Farm (Escondido)	5/15/2026	9/15/2026	3
Chile River, Inc	8970 Hwy 377 Deming, New Mexico 88030 LUNA COUNTY	McSherry North Farm: Lil Florida	5/15/2026	9/15/2026	3
Chile River, Inc	244 Ramos Rd Lordsburg, New Mexico 88045 HIDALGO COUNTY		5/15/2026	9/15/2026	3
Chile River Inc	120 Bent Bow Rd/Co Rd. E056 Garfield, New Mexico 87936 DONA ANA COUNTY	Rock Farm	5/15/2026	9/15/2026	3
Chile River Inc	5400 Hwy 187 N Salem, New Mexico 87941 DONA ANA COUNTY	Riverside Farm North of office	5/15/2026	9/15/2026	3

D. Additional Housing Information

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



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 §
Chile River, Inc	4220 Hwy 187 Salem, New Mexico 87941 DONA ANA COUNTY	Onion Shed/ Main Office	5/15/2026	9/15/2026	3
Chile River Inc	2150 Hwy 187 Hatch, New Mexico 87937 DONA ANA COUNTY	S Blad farm	5/15/2026	9/15/2026	3
Chile River, Inc	5890 Hwy 549 SE Deming, New Mexico 88030 LUNA COUNTY	Deming Office	5/15/2026	9/15/2026	3
Chile River, Inc	8275 NM-377 Deming, New Mexico 88030 LUNA COUNTY	McSherry Farm David's Farm: Apache	5/15/2026	9/15/2026	3
Chile River, Inc	3315 BB Romig Dr Salem, New Mexico 87941 DONA ANA COUNTY	State Farm	5/15/2026	9/15/2026	3
Chile River, Inc	1261 Salem St Salem, New Mexico 87941 DONA ANA COUNTY	Jerry's Farm	5/15/2026	9/15/2026	3
Chile River, Inc	200 Dandelion Garfield, New Mexico 87936 DONA ANA COUNTY	Garcia Farm, McCleod by Lisa House	5/15/2026	9/15/2026	3
Chile River, Inc	25790 Cattleman Rd, NE Deming, New Mexico 88030 LUNA COUNTY		5/15/2026	9/15/2026	3
Chile River Inc	2511 BB Romig Dr Salem, New Mexico 87941 DONA ANA COUNTY	Riverside Farm North of river	5/15/2026	9/15/2026	3
Chile River, Inc	890 Father Ramon Estivill Ave Salem, New Mexico 87941 DONA ANA COUNTY	Jerry's Farm	5/15/2026	9/15/2026	3

D. Additional Housing Information

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



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 §
Chile River Inc	33400 Hwy 185 Hatch, New Mexico 87937 DONA ANA COUNTY	S Biad farm	5/15/2026	9/15/2026	3
Chile River Inc	8510 Amapola Rd. Deming, New Mexico 88030 LUNA COUNTY	McSherry Farm South Farm (feedlot)	5/15/2026	9/15/2026	3
Chile River, Inc	3715 Lexington Rd. Garfield, New Mexico 87936 DONA ANA COUNTY	Berridge Farm by pecan trees	5/15/2026	9/15/2026	3

D. Additional Housing Information

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



H. Additional Material Terms and Conditions of the Job Offer

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 (up to 3,500 characters) *			
All State and Federal deductions required by law.			
Employer will make the following deductions, if applicable, and in accordance with Federal and State Laws:			
oFICA			
oState and Federal Taxes			
oMedicare			

b. Job Offer Information 2

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 (up to 3,500 characters) *			
At employer expense after hire in case of accident or unusual behavior such as slurred speech or staggering.			

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



H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - License needed
3. Details of Material Term or Condition (up to 3,500 characters) * valid driver's license, Class A CDL or equivalent			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation -
3. Details of Material Term or Condition (up to 3,500 characters) * Daily Transportation = 4 ~15 Passenger vans and 4~4 Door pick-up trucks, 5 passengers each are owned, registered, and insured by the farm. They are used for 6:45 am pick up 5 pm drop off, to run errands, and for grocery and supplies shopping. Transportation is not available to non-farm housed employees. They may meet at the farm housing for pickup and transport. Multiple trips will be made as needed.			

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Housing Rules: Spanish
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p><small>2026 reglas de viviendas</small></p> <p>1.No se permite ALCOHOL en reas de trabajo/vehculos/Equip de la empresa. No almacenarse ni consumirse en exceso. Si es un problema se Dar lugar a medidas disciplinarias o despido. 2.Las sustancias/drogas ilegales no estn permitidas en la vivienda ni en ningn lugar de trabajo y darn lugar a medidas disciplinarias. 3.No est permitido fumar dentro de la vivienda. Solo se permite fumar afuera de la unidad de vivienda con la eliminacin adecuada de las colillas de cigarrillos. 4.No se permiten fiestas, msica en vivo o a todo volumen. Horas tranquilas, son de 9 p.m. a 8 a.m. Por favor, respete a los vecinos y compaeros de cuarto. 5.Nada pelear, NO discusiones, No peleas fsicas de ningn tipo. No intimidar ni ser irrespetuosos. 6.No se permiten armas, armas de fuego o cuchillos en ningn momento en las instalaciones. 7.Notifique inmediatamente al supervisor de la compaa sobre cualquier reparacin necesaria en la unidad de vivienda. 8.Sepa dnde se encuentra su extintor de incendios y mantngalo accesible. No lo descargue innecesariamente. Notifique al supervisor de la empresa cada vez que se utilice un extintor de incendios. 9.Notifique al supervisor de inmediato si los detectores de humo no funcionan. Nunca retire las bateras para ningn otro uso. 10.No se permiten alteraciones a su unidad de vivienda sin la aprobacin de la compaa. 11.Se seguir la poltica de acoso y acoso sexual en todo momento. 12.En caso de actividad delictiva o incendio, llame al 911 inmediatamente comunquese con el supervisor para informar el suceso. 13.Los trabajadores deben mantener su vivienda limpia, higienica y libre de basura tanto por dentro como por fuera. Si hace desorden, es su responsabilidad limpiar. Coloque toda la basura en el contenedor de basura. Mantenga la cocina, los pisos y los baos limpios siempre. Se pueden asignar horarios/roles de limpieza. 14.Cualquier dao a la vivienda o desorden extremo/casa sucia (que resulte en servicios de limpieza) resultar en cargos para los ocupantes. 15.Los ocupantes son responsables de todos los artculos de la unidad de vivienda. Cualquier dao o destruccin intencional de la propiedad de la empresa se cobrar en consecuencia. 16.Debe reportar vehculos personales a la oficina para estacionarse en unidades de vivienda. NO se permiten cambios de aceite o reparaciones a vehculos en las unidades de vivienda. 17.No moleste ni dae las cmaras exteriores de las unidades de vivienda. 18.No comer en habitaciones. 19.No se admiten mascotas en las casas.</p> <p>La vivienda ser inspeccionada al menos una vez por semana por un supervisor de la compaa para ayudar a asegurar que se mantenga en buenas condiciones. Incumplimiento de las normas de vivienda tendr consecuencia de medidas disciplinarias, hasta e incluyendo la terminacin del empleo. Cualquier trabajador elegible para la vivienda proporcionada por la empresa que sea despedido por causa o renuncie/abandone su empleo debe desalojar inmediatamente las instalaciones de la vivienda no ser elegible para beneficios de vivienda.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Safety and Company Policy page 2
<p>3. Details of Material Term or Condition (up to 3 500 characters) *</p> <p><small>4. FACILITY NON MANAGER OR SUPERVISOR: Cell phones, iPods, MP3 players, or digital devices are generally not allowed in production area. It will be at the Supervisors discretion to allow specific employees with necessity to have these devices in production area. If an unauthorized employee is found with these items in production area, employee will be required to turn device over to supervisor and the device will be returned at the supervisor's discretion. Upon several incidents employee will be asked to leave or terminated from his or her position- NO EXCEPTIONS</small></p> <p>5.No glass allowed in or around production area. 6.No food or drink other than water in specific containers allowed beyond break area. 7.Cigarettes and tobacco, chewing gum and sunflower seed products are not allowed in the production/break area. Employees are required to smoke in designated areas only outside of facility.</p> <p>Personal Hygiene and Sanitation</p> <p>1.Employees must wear appropriate clothing. Clothing should be clean, no loose fitting or torn clothing. Closed toed shoes must be worn and sleeveless shirts/ shorts are not allowed. 2.Employees are required to wash hands prior to shift, after using restrooms and after employee breaks. 3.Employees wearing gloves and or finger tape need to remove them before using the restroom and reapply. 4.Employees must cooperate in helping to maintain a clean and orderly workplace. This includes the employee restroom, please throw paper in trash and respect your co-workers by helping maintain a clean restroom.</p> <p>Job- Related Injuries and Illnesses</p> <p>1.Report any illness symptoms (nausea, dizziness, loss of breath, etc.) to your supervisor immediately. 2.Report any work related injury to supervisor immediately, no matter how minor. An injury evaluation will be conducted to determine if further medical attention is needed. 3.Employees are required to fill out accident reporting forms and cooperate in any investigations. 4.Report all unsafe conditions to supervisor immediately. 5.First Aid kits and eye wash solution is available in Managers Office, or Main Office</p> <p>Chile River Alcohol and Drug Policy</p> <p>1. Chile River, Inc. is committed to protecting the safety, health, and well-being of its employees and all people who come into contact with its workplace(s) and property, and/or use its products and services. 2) Recognizing that drug and alcohol abuse pose a direct and significant threat to this goal, Chile River, Inc. is committed to ensuring an alcohol/substance-free working environment in all employee sites for all of its employees. This includes facility, farms, inside production blocks and housing sites, company and or transportation vehicles 3) Chile River, Inc. therefore strictly prohibits the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substance or alcohols in any amount or in any manner. 4) In addition, Chile River, Inc. strictly prohibits the abuse of prescription drugs which can affect working ability. 5) Any violation of this policy will result in adverse employment action up to and including dismissal and referral for criminal prosecution.</p>			

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



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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Safety and Company Policy page 3
<p>3. Details of Material Term or Condition (up to 3,500 characters) * SEXUAL HARRASSMENT POLICY</p> <p>SECTION I: PURPOSE Chile River, Inc. is committed to maintaining a working environment free of inappropriate and disrespectful conduct and communication of a sexual nature, especially when such conduct is imposed on and/or directed by any and all Chile River, Inc. employees. State and federal law prohibit sexual harassment. Chile River, Inc. will not condone such unethical behavior by any employee. Anyone who is found guilty of such misconduct will be subject to disciplinary and/or legal action. Management, employees and anyone affiliated with Chile River, ALL EMPLOYEES are responsible for maintaining a professional working environment free from sexual harassment.</p> <p>SECTION II: DEFINITION Sexual harassment is illegal under Title VII (Civil Rights Act of 1964) Sec. 703 and is defined by the Federal Equal Employment Opportunity Commission as: Unwanted or unwelcome sexual advances, request for sexual favors, comments, gestures, conduct or contact. Other verbal or physical conduct of a sexual nature constitutes sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) conduct has the purpose or effect of unreasonably interfering with an individual's work performance of creating an intimidating, hostile or offensive working environment.</p> <p>Illegal sexual harassment as defined above can fall into either of, but not limited to the following two (2) categories:</p> <p>1.Hostile Environment Harassment: any workplace conduct that is "sufficiently severe or pervasive" to alter the condition of the individual's employment and create an abusive working environment. (Remember – The work environment itself is a "term, condition or privilege of employment.") 2.Quid Pro Quo Harassment: when sexual compliance is a prerequisite for pay, promotion or some other employment opportunity.</p> <p>SECTION III: POLICY Sexual harassment is considered a form of misconduct. Anyone who violates this policy will be subject to disciplinary action, up to and including termination. This policy will be enforced and applies to any and all Chile River, Inc. employees. This policy also includes anyone that is engaging in sexual harassment and against supervisors and managerial personnel who knowingly allow such behavior to occur and continue. Chile River, Inc. is responsible to assure that all employees are informed, understand and comply with this policy. The General Manager must encourage employees to report any sexual harassment incidents and use preventive measures to maintain the work environment free from sexual harassment. Chile River, Inc. employees may be held personally liable for any discriminatory actions. When deemed necessary, it will be mandatory that all employees cooperate fully with any ongoing investigation regarding sexual harassment incidents.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Safety and Company Policy page 4
<p>3. Details of Material Term or Condition (up to 3,500 characters) * SECTION IV: PROCEDURES</p> <p>No individual shall be intimidated, threatened, coerced or retaliated against for filing a complaint, furnishing information or for participating in any manner in an investigation or in any other activity related to the administration of the laws and regulations set forth. All actions taken to resolve the complaint are conducted in the strictest confidence to ensure protection to the complainant, participants and the alleged harasser.</p> <p>1.Employees of Chile River, Inc. are encouraged to resolve complaints of sexual harassment with the lowest level supervisor who is independent of the complaint and has supervisory authority over the alleged harasser. The supervisor shall document the complaint and provide a copy to the complaining employee and the Personnel office, which shall keep all such forms on file. 2.The immediate supervisor who is independent of the complaint and has supervisory authority over the alleged harasser shall meet with the alleged harasser immediately and in no event more than three (3) working days from the filing of the complaint. The purpose of the meeting will be to investigate the matter and, if necessary, take prompt corrective action. The investigation shall be complete, confidential and well documented. The principles of progressive discipline, up to and including employment termination, shall be followed by the supervisor for a person who is determined to have violated the sexual harassment policy. The discipline will vary depending on the basis of the complaint. 3.Nothing in these procedures shall prohibit employees from filing a complaint directly to the General Manager, the Federal Equal Employment Opportunity Office or the New Mexico Human Rights Division, if any employees feel that they cannot obtain appropriate relief within the steps above. Employees are encouraged to seek consultation through the Chile River, Inc. Personnel Office before filing a formal sexual harassment complaint to determine whether an action constitutes unlawful behavior under the Civil Rights Act. If there appears to be a violation constituting sexual harassment or discrimination, the Personnel Office shall advise the employee of his/her rights and make a recommendation to the General Manager if any administrative action is warranted. 4.If the complaint filed requires an investigation by the Chile River, Inc. Personnel Office, the investigation shall be complete, confidential and well documented. The results of the investigation will be forwarded to the General Manager for their action.</p> <p>EMPLOYEE HARRASSMENT POLICY No individual shall be TAUNTED, BULLIED, THREATENED, ACCUSED OF WRONG DOINGS WITHOUT PROOF, OR PLACED IN A VERBAL, PHYSICAL OR HOSTILE ALTERCATION BY FELLOW EMPLOYEES</p> <p>1.Harassment incidents will immediately go under company investigation and may result in further actions taken by the law. 2.All investigations and findings will be filed in Main office for review or reference. 3.Upon receiving a complaint, during investigation Chile River will inform all employees involved of the nature of company involvement required.</p>			

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

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



H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Safety and Company Policy page 5
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Disciplinary Policy Chile River, Inc. wants employees to work in a positive and productive atmosphere. However, employees who violate safety rules and company rules must be disciplined in order to protect their own safety, safety of their co-workers and provide quality products. Depending on the severity and frequency of a rule and regulation violation, an employee may be: 1. Given a written/ verbal warning 2. Suspended 3. Immediately discharged</p> <p>The following disciplinary guidelines classify violations according to their seriousness (Group A, B and C) for which certain penalties are suggested. Unsafe conduct or unproductive conduct by an employee may violate several provisions of the different groups. The following disciplinary policies do not in any way bind the Company to follow a particular course of conduct. Chile River in its sole discretion may change these policies at any time. In addition, nothing in the policies changes the at-will nature of employment with the company. An employee may still be terminated without cause, with or without notice, at the option of either the Company or the employee, except as otherwise provided by law. **Please read carefully and understand all disciplinary policies. Chile River has a zero tolerance policy and will abide by guidelines set. If any employee fails to comply with a disciplinary action in a respectful manner that employee may be immediately discharged.</p> <p>Group A- Severe 1. Deliberate violation of any rules and regulations. 2. Any sexual misconduct/harassment toward co-workers, supervisors or customers. 3. Deliberate falsification of any documents turned into the office for employment, etc. 4. Stealing/ Damaging company property. 5. Being intoxicated or under the influence of any controlled substance while at work. Possession of alcohol or illegal drugs. 6. Deliberate reckless misconduct that endangers the life or safety of others. 7. Fighting or deliberately harmful contact with co-workers.</p> <p>Group B- Moderate 1. Improper refusal to obey supervisor's instructions. 2. Any belligerent or antagonistic conduct toward co-workers, supervisors or customers. 3. Speeding or unsafe operation of company vehicle, equipment or forklift. 4. Abuse or negligence that damages Company property. 5. Negligence and unintentional safety violations that endangers the safety or health of others. 6. Failure to report conditions that one believes to be unsafe. 7. Smoking, eating, drinking in unauthorized areas. 8. Operating a fork-lift or any other machinery without training or supervisor approval. 9. Failure to properly record safety information for which one is responsible.</p> <p>Group C- Low Risk 1. Reporting to work late/unreported absences. 2. Failure to do your job properly.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Safety and Company Policy page 6
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Disciplinary Penalties The following list provides a general guide for disciplinary actions for the above violations. 1st Offense 2nd Offense 3rd Offense</p> <p>Group A Immediate Discharge</p> <p>Group B Warning or Suspension Discharge</p> <p>Group C Verbal Warning Written Warning Or Suspension Discharge</p> <p>Verbal/Written Warnings When given, written warnings may help employees know where they stand and improve their performance. The Company attempts to issue written warnings that include the reasons for the supervisor's dissatisfaction. Warnings usually include a statement of the actions you need to take or result that need to be achieved to avoid further problems. However, the written/verbal warnings do not legally obligate or bind the employer or alter the at-will nature of the employee's employment with the Company. An employee who has received a warning may still be terminated with or without cause, and with or without notice at any time. Any employee who receives a written warning must immediately acknowledge receipt by signing the warning. An employee who disagrees with the written warning may discuss his or her reasons for doing so with the supervisor. The information in this General Safety plan and Company policy plan states basic rules and procedures that are to be followed by ALL company employees. While this plan will help you recognize and avoid obvious hazards and unproductive working behaviors, it cannot possibly cover all situations. When unsure, consult your supervisor for guidance or training. (PRINT PAGE) I understand that company rules, policies & regulations is not a contract of employment and the company has the right to follow or deviate, and change policies at the company sole discretion. I also understand that the rules, policies and regulations do not change my "at will" employment with the company. "AT WILL" means I can be terminated with or without cause, with or without notice, at any time at the option of either myself, or the company. I have read and agree to: General Safety and Company Policy Plan Employee Personnel Practices Employee Absence Policy Drug & Alcohol Policy</p>			

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



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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Housing Rules: English
<p>3. Details of Material Term or Condition (up to 3,500 characters) * 2026 Housing Rules 1. ALCOHOL is not allowed in work areas. Vehicles or equipment. Alcohol is not to be stored or consumed in excess. Will result in disciplinary action. 2. Illegal substances/drugs are not allowed in housing or on any job site and will result in disciplinary action. 3. Smoking is not allowed inside housing. Smoking is only permitted outside housing units with proper disposal of cigarette butts. 4. No late-night parties, live or loud music are allowed. Quiet hrs. are from 9pm to 8am. Please respect neighbors and roommates. 5. No fighting. No arguments or physical fighting of any manner. No bullying or being disrespectful. 6. No weapons, firearms, or knives are allowed at any time on premises. 7. Immediately notify the company supervisor of any repairs needed to the housing unit. 8. Know where your fire extinguisher is located and keep it accessible. Do not discharge it unnecessarily. Please notify the company supervisor anytime a fire extinguisher is used. 9. Notify your company supervisor immediately if smoke detectors are not working. Never remove batteries for any other use. 10. No alterations to your housing unit are allowed without company approval. 11. Harassment and Sexual policy will be always followed. 12. In the event of criminal activity or fire, telephone emergency 911, and immediately contact your company supervisor to report the occurrence. 13. Workers must keep their housing clean, sanitary, and free of garbage both inside and out. If you make a mess, then it is your responsibility to clean it up. Place all garbage and household trash in dumpster. Keep kitchen, floors, and bathrooms clean always. Cleaning schedules may be assigned. 14. Any damage to housing or extreme clutter/uncleaned house (which results in cleaning services) will result in charges to occupants. 15. Occupants are responsible for all items in housing units. Any damage or willful destruction of company property will be charged accordingly. 16. Must report personal vehicles to office for parking at housing units. Vehicle oil changes or repairs are NOT allowed at housing units. 17. Do not disturb or damage exterior cameras at housing units. 18. No eating in bedrooms. 19. Pets are not allowed in houses.</p> <p>Housing will be inspected once a week by a supervisor to help ensure that it is clean and in good condition. Failure to comply with housing rules will result in disciplinary action, reassignment of housing, up to and including termination of employment. Any worker eligible for company-provided housing who is terminated for cause or resigns/abandons their employment must immediately vacate the housing premises.</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 - Safety and Company Policy page 1
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Purpose: Chile River, Inc. is committed to employee safety, loss control and quality production. It is our intention: •Employees work under the safest conditions possible to produce quality product •Employees work as a team and maintain a respectful work environment •Provide information, training, and supervision to enable employees to perform their jobs safely and productively. Employee Compliance Chile River, Inc. will endeavor to comply with food safety guidelines, overall safety, labor and product regulations implemented by federal, state and local agencies. We believe that accidents, unproductive behaviors, and any disrespectful behaviors can be avoided by using good training methods, common sense, and personal initiative. Therefore, each employee is responsible for complying with all safety regulations and company rules and the following basic principles: Employee Training All employees must undergo employee training before they can start job duties. Any employee who is unsure about job duties shall report to supervisor for a refresher training. Company Rules: To avoid discipline or discharge each employee is responsible for his or her performance and for following safety and company rules listed below. 1. Listen to and communicate with supervisors. 2. Do not perform unsafe, unproductive and disrespectful acts. Report any such conditions or acts to a supervisor or main office manager immediately. 3. NO HORSEPLAY PERMITTED!! NO EXCEPTIONS!!! 4. Report to work on time, ready to begin work. Do not clock in/out other employees and only clock in/out when directed by a Supervisor. 5. Report all absences to Supervisor prior to being absent. Documentation will be requested for an excused absence. 6. Respect your co-workers. Refrain from unethical behavior and language. Report any disputes to supervisor immediately. 7. Inform your Supervisor before leaving work station for a restroom break. It is unsafe and unproductive to leave work station at any time. 8. All employees are required to keep the facility/ farms clean for safety and sanitation purposes. Put things where they belong. Dispose of all trash in designated receptacles. 9. All employees are required to park their vehicles in the designated parking area. THE SPEED LIMIT ON CHILE RIVER PREMISES IS 5 MILES PER HOUR. 10. No unauthorized persons or riders on the fork-lifts or using machinery/tools or equipment that they have not been trained for. NO EXCEPTIONS!!! 11. Personal belongings (purses, clothing, food, etc.) shall be stored in employee break room or designated areas. CHILE RIVER WILL NOT BE RESPONSIBLE FOR ANY LOST OR STOLEN ITEMS. Employee Payment 1. Payroll checks will be issued weekly by supervisor (Facility). Farm is done Electronic deposit or issued by Supervisor. NO PAY ADVANCES- DO NOT ASK. Anyone who has quit or has been terminated will receive their check by mail. Restricted Items 1. No jewelry. The only exception is a wedding ring band/ scapular-(plain) at your own risk. 2. No false eyelashes, false /long fingernails or finger nail polish shall be worn. 3. No loose items, such as pens, pencils, key chains, lanyards, phones, or thermometers shall be stored in upper shirts pockets, jean pockets or tucked away secure in clothing.</p>			

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



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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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 (<i>up to 3,500 characters</i>) *</p> <p>To Worksite</p> <p>Employer will provide or pay for airline tickets, charter bus services, or other commercial bus service to H-2A or U.S. workers or permit workers to select any means of transportation that they choose. Employer will reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved.</p> <p>Employer will pay the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment.</p> <p>From Worksite</p> <p>If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H?2A employment, the employer will 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. 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 worksite to such subsequent employer?s worksite, the employer will provide or pay 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 worksite to such subsequent employer?s worksite, the subsequent employer will 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 50 percent rule as described in 655.135(d) with respect to the referrals made after the employer?s date of need.</p>			

n. Job Offer Information 14

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

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