



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. *	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 type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>65</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> NONE			

C. Place of Employment Information

1. Place of Employment Address/Location *				
3620 F Road				
2. City *	3. State *	4. Postal Code *	5. County *	
Palisade	Colorado	81526	Mesa County	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below) *</i>				
Employer owns and/or controls all worksites.				

El empleador es propietario y/o controla todos los lugares de trabajo.				
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 *				
3620 F Road				
2. City *	3. State *	4. Postal Code *	5. County *	
Palisade	Colorado	81526	Mesa 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)			1	10
<input type="checkbox"/> Rental or public				
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>				
See Addendum C				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A



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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *

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

The employer does not provide meals unless a worker is rehoused in a temporary location with no cooking facilities due to COVID or other circumstances beyond the employer's control. In this case, Section E.1b Provision of Meals will apply. Employer-provided housing includes free and convenient cooking and kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, the employer also provides free transportation once weekly to/from the closest town or city for personal errands (e.g., groceries, banking services, etc.). All workers share dining, kitchen/cooking facilities, and other common areas. If kitchen facilities become unavailable during the contract period, the employer will provide three daily meals per 20 CFR 655.122(g).

2. The employer: *	<input type="checkbox"/> WILL NOT charge workers for meals.					
	<input checked="" type="checkbox"/> WILL charge each worker for meals at	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center; width: 40px;">16</td> <td style="text-align: center; width: 20px;">.</td> <td style="text-align: center; width: 40px;">28</td> </tr> </table> per day, if meals are provided.	\$	16	.	28
\$	16	.	28			

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.)

Local workers and workers who decline employer-provided housing are responsible for their daily transportation to and the job's designated worksite locations.

Workers who accept employer-provided housing:

1. Workers will be transported, at no cost, from employer-provided housing to their places of employment at the beginning of each workday and back at the end of each workday.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

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

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center; width: 40px;">16</td> <td style="text-align: center; width: 20px;">.</td> <td style="text-align: center; width: 40px;">28</td> </tr> </table>	\$	16	.	28	per day *
\$	16	.	28				
	b. no more than	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center; width: 40px;">68</td> <td style="text-align: center; width: 20px;">.</td> <td style="text-align: center; width: 40px;">00</td> </tr> </table>	\$	68	.	00	per day with receipts
\$	68	.	00				

G. Referral and Hiring Instructions



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

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

See Addendum C

2. Telephone Number to Apply * +1 (970) 361-7712	3. Extension § N/A	4. Email Address to Apply * crfarmsapply@gmail.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 * Tablott	2. First (given) name * Elizabeth	3. Middle initial §
4. Title * Bookkeeper		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/13/2026
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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 §
C&R Farms, LLC - Worksite #2	3708 F Road Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #3	509 31 1/2 Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #4	590 36 Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #5	3716 F Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #6	3629 F Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #7	550 36-5/8 Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/10/2026	21
C&R Farms, LLC - Worksite #8	764 36-3/10 Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #9	3747 F-1/4 Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #10	3648 G-7/10 Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #11	3605 F Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
C&R Farms, LLC - Worksite #12	3717 F Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #13	3652 -1/2 G 7/10 Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #14	621 37-1/2 Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #15	599 36-5/8 Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #16	3634 G 4/10 Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21
C&R Farms, LLC - Worksite #17	3623 F Rd Palisade, Colorado 81526 MESA COUNTY	Employer owns and/or controls all worksites. / El empleador es propietario y/o controla todos los lugares de trabajo.	5/10/2026	9/30/2026	21

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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	3720 F Rd Palisade, Colorado 81526 MESA COUNTY	Reg #2226 - Fixed Workers are responsible for maintaining housing in a neat, clean manner. Other than normal wear and tear, the reasonable repair cost of damage may be billed to workers found responsible for damage to housing or furnishings. This arrangement creates no tenancy in employer-provided housing. The employer retains possession and control of the housing premises at all times. Workers provided housing shall vacate the housing promptly upon termination of employment.	1	8	<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 _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	550 36 5/8 Rd Palisade, Colorado 81526 MESA COUNTY	Reg #2227, #5133 - Fixed Workers are responsible for maintaining housing in a neat, clean manner. Other than normal wear and tear, the reasonable repair cost of damage may be billed to workers found responsible for damage to housing or furnishings. This arrangement creates no tenancy in employer-provided housing. The employer retains possession and control of the housing premises at all times. Workers provided housing shall vacate the housing promptly upon termination of employment.	2	19	<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 _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) * This job requires a minimum of two months' experience in thinning and/or harvesting tree fruit. Workers must be able to perform all work activities with accuracy and efficiency. Workers must work at a sustained, vigorous pace and make bona fide efforts to work productively and consistently in a manner that is reasonable under the climatic and other working conditions experienced. Workers must perform in a manner reasonably consistent with the amount, quality, and efficiency of work accomplished by their coworkers. Workers should be able to work on their feet in stooped positions for long periods of time. Repetitive movements and extensive walking are often required. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc., may affect workers' ability to perform the job. Field workers are exposed to a range of climatic conditions ranging from cool and wet to hot and dry. Temperatures may range from 10 to over 100 F depending on the season and time of day. Workers may be required to work during occasional showers that are not severe enough to stop field operations. Workers must possess both the strength and stamina to do the work required, including the ability to lift and carry 65 lbs. Upon occasion, work will be required on Saturdays and offered, but not required, on Sundays. Persons seeking employment as experienced Farm Workers must be available for the entire period required by the Employer. Applicants must be able to furnish verbal or written statements establishing relevant prior work experience.</p> <p>Blossom and Peach Thinning: Thinning is a manual process used to control the size, crop load, and fruit quality of cultivated fruit. Employees will be given appropriate initial and ongoing training as needed by supervisors. The ability to pick up, use, and safely handle an 8-10 foot orchard ladder weighing approximately 40 lbs. is necessary for the performance of thinning tasks. This process requires the Employee to remove fruit buds, blossoms and/or identifiable fruit from a branch or from within a cluster of other fruits. Workers will be expected to be able to identify and remove fruit that is smaller, misshapen, damaged, and/or has other quality problems as directed by supervisors. Harvesting of peaches is specifically targeted to precise timing based on the maturity of the individual fruit. Different varieties of peaches will be picked according to the criteria and procedures established by company owners/supervisors.</p> <p>Harvest of Peaches: Workers will use ladders ranging from 8 ft. to 10 ft. in length and weighing approximately 40 lbs. Care must be taken when picking peaches or pears so as not to damage or bruise the fruit. Properly filled fruit packs weigh up to 35 lbs. Workers must be able to climb the ladder with the 35-lb. picking sack or tote. Workers are required to snap fruit off of the tree using their thumb and palm of hand to avoid bruising. Each piece of fruit must be carefully placed in the sack or bucket to avoid bruising. The foreman or owner will give demonstrations of how the fruit must be picked. Picking requirements will be explained to all workers prior to the season's start.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Employer will make all deductions required or authorized by laws (e.g., FICA, Medicare, Federal Taxes, state-mandated statutory tax deductions, including court-ordered deductions, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of other services for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law.</p> <p>If the worker is responsible for damage to housing and furnishings beyond normal wear and tear, the employer may charge the worker reasonable repair costs. The employer may charge the worker for the reasonable cost of damages and/or replacement of tools and/or equipment if such damage results from the worker's willful misconduct or gross negligence.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Reg #2225 - Fixed</p> <p>Workers are responsible for maintaining housing in a neat, clean manner. Other than normal wear and tear, the reasonable repair cost of damage may be billed to workers found responsible for damage to housing or furnishings. This arrangement creates no tenancy in employer-provided housing. The employer retains possession and control of the housing premises at all times. Workers provided housing shall vacate the housing promptly upon termination of employment</p>			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3 500 characters</i>) *</p> <p><small>Applicants referred to or applying to this job order must possess legal, suitable documents to complete the I-9 Form as required by the Immigration Reform and Control Act (IRCA). All applicants must be able, willing, and qualified to do the duties required. The applicant should contact the employer directly at the phone number or address listed below during regular business hours.</small></p> <p><small>Workers must meet all of the following criteria:</small></p> <ol style="list-style-type: none"> 1. Are able and indicate a willingness to work the entire season. 2. Local workers must have transportation to the job site at the start of the season and daily. 3. Be fully apprised of the employment terms, conditions, and nature. 4. Are legally entitled to work in the United States. 5. Are able, willing, and qualified to perform the work. <p><small>Phone: 970-361-7712</small></p> <p><small>Mail: C&R Farms, LLC 3708 F Road Palisade, CO 81526</small></p> <p><small>Business Hours: Monday through Friday, 8:00 a.m. to 3:00 p.m.</small></p> <p><small>The employer, Elizabeth Talbott, will have sole hiring authority, and they or a designated employee will be available for interviews or referrals during regular business hours using the contact methods above. Phone and in-person interviews will be conducted at no cost to the applicant.</small></p> <p><small>Los solicitantes a los que se hace referencia o que solicitan esta orden de trabajo deben poseer documentos legales adecuados para completar el formulario I-9 según lo exige la Ley de Control y Reforma Migratoria (IRCA). Todos los solicitantes deben poder, querer y estar calificados para realizar las tareas requeridas. El solicitante debe comunicarse con el empleador directamente al número de teléfono o dirección que figura a continuación durante el horario comercial habitual.</small></p> <p><small>Los trabajadores deben cumplir todos los siguientes criterios:</small></p> <ol style="list-style-type: none"> 1. Son capaces e indican voluntad de trabajar durante toda la temporada. 2. Los trabajadores locales deben contar con transporte al lugar de trabajo al inicio de la temporada y diariamente. 3. Estar plenamente informado de los términos, condiciones y naturaleza del empleo. 4. Tienen derecho legal a trabajar en los Estados Unidos. 5. Son capaces, dispuestos y calificados para realizar el trabajo. <p><small>Teléfono: 970-361-7712</small></p> <p><small>Correo:</small></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 *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will provide or pay for inbound and outbound transportation by commercial bus service or chartered vans, daily subsistence, and, where necessary, lodging when traveling to and from the employer's location. The employer also allows workers to select any means of transport they choose and will reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distance involved.			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Continued 1
3. Details of Material Term or Condition (up to 3,500 characters) * Pruning: Pruning numerous varieties of peach trees according to established company procedures based on the difference in the treatment of different varieties. Work will be performed on trees for long periods of time using a variety of pruning equipment, including hand shears, hand loppers, hand saws, and 10 ft. ladders. Workers pruning peach trees may be required to selectively prune only trees of a certain size as instructed by the crew boss. Workers are expected to possess or acquire pruning skills in order to be able to identify and remove stubs or broken branches, downward-growing branches, branches that rub against each other, shaded interior branches, dead wood, and shoots/suckers, and selectively remove diseased limbs and branches with hand pruning saws and clippers, mechanized clippers, and pole pruners. Occasionally, workers may be required to use chainsaws and other mechanized equipment in pruning activities. Careful pruning requires knowing what to prune, how much to prune, and fruit trees' growth habits. The primary reason for pruning fruit trees is to improve fruit quality and thus increase crop marketability and value. General: In addition to thinning and harvesting, workers may be asked to perform any combination of general orchard tasks, including planting, weeding, cultivating, tilling, transplanting, laying out irrigation pipe, installing sprinklers, assisting in repairing fences, unloading trucks, clearing fields, raking and burning brush, rock picking and any other of a number of tasks necessary in raising fruit of maximum quality. Workers will be provided and expected to safely use task-appropriate tools such as shovels, hoes, tampers, saws, shears, various implements, and other tools. Workers may also sort graded fruit, pack fruit by hand according to packing instructions that may include mechanized packing equipment, and deliver pallets of finished product to cold storage. Workers must obey all safety rules when working around, applying, or handling pesticides. Employer assures that workers will be provided transportation from living quarters to work site every day (for workers who must be provided housing under the applicable regulations). 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 work performance, skill, and tenure. The Employer retains the right to discharge an obviously unqualified worker, malingerer, or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the Employer to efficiently grow a premium product. The Employer retains the right to discharge an employee for any other lawful reason. All terms and conditions in the job order will apply equally to all workers, both U.S. workers and H-2A workers, employed in the occupation described in this clearance order.			

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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 - Job Duties - Continued 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Este trabajo requiere un mnimo de dos meses de experiencia en raleo y/o recoleccin de frutos de rboles. Los trabajadores deben poder realizar todas las actividades laborales con precisin y eficiencia. Los trabajadores deben trabajar a un ritmo sostenido y vigoroso y hacer esfuerzos de buena fe para trabajar de manera productiva y consistente de una manera que sea razonable bajo las condiciones climticas y otras condiciones laborales experimentadas. Los trabajadores deben desempearse de una manera razonablemente consistente con la cantidad, calidad y eficiencia del trabajo realizado por sus compaeros de trabajo. Los trabajadores deberan poder trabajar de pie en posiciones encorvadas durante largos perodos de tiempo. A menudo se requieren movimientos repetitivos y caminatas extensas. Las alergias a la ambrosia, la vara de oro, los aerosoles de inspeccin, productos qumicos relacionados, etc., pueden afectar la capacidad de los trabajadores para realizar el trabajo. Los trabajadores de campo estn expuestos a una variedad de condiciones climticas que van desde frescas y hmedas hasta clidas y secas. Las temperaturas pueden oscilar entre 10 y ms de 100 F dependiendo de la temporada y la hora del da. Es posible que se requiera que los trabajadores trabajen durante lluvias ocasionales que no sean lo suficientemente fuertes como para detener las operaciones de campo. Los trabajadores deben poseer tanto la fuerza como la resistencia para realizar el trabajo requerido, incluida la capacidad de levantar y transportar 65 libras. En ocasiones, se requerir trabajo los sbados y se ofrecer, pero no ser obligatorio, los domingos. Las personas que buscan empleo como trabajadores agrcolas con experiencia deben estar disponibles durante todo el periodo requerido por el Empleador. Los solicitantes deben poder proporcionar declaraciones verbales o escritas que establezcan experiencia laboral previa relevante.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties - Continued 3
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Aclareo de flores y duraznos: El aclareo es un proceso manual que se utiliza para controlar el tamao, la carga de cosecha y la calidad de la fruta cultivada. Los empleados recibirn capacitacin inicial y continua adecuada segn sea necesario por parte de los supervisores. La capacidad de levantar, usar y manejar con seguridad una escalera de huerto de 8 a 10 pies que pesa aproximadamente 40 libras. es necesario para la realizacin de tareas de raleo. Este proceso requiere que el Empleado retire los botones, flores y/o frutas identificables de una rama o de un racimo de otras frutas. Se espera que los trabajadores puedan identificar y retirar frutas ms pequeas, deformes, daadas y/o que tengan otros problemas de calidad segn las indicaciones de los supervisores. La recoleccin de melocotones se centra especficamente en un momento preciso basado en la madurez de cada fruta individual. Se recolectarn diferentes variedades de melocotones segn los criterios y procedimientos establecidos por los propietarios/supervisores de la empresa.</p> <p>Cosecha de Melocotones: Los trabajadores utilizan escaleras de entre 8 y 10 pies de largo y un peso aproximado de 40 libras. Se debe tener cuidado al recoger melocotones o peras para no daar o magullar la fruta. Los paquetes de fruta correctamente llenos pesan hasta 35 libras. Los trabajadores deben poder subir la escalera con el peso de 35 libras. saco o bolso de mano. Los trabajadores deben arrancar la fruta del rbol con el pulgar y la palma de la mano para evitar hematomas. Cada pieza de fruta debe colocarse con cuidado en el saco o balde para evitar magulladuras. El capataz o propietario har demostraciones de cmo se debe recoger la fruta. Los requisitos de recoleccin se explicarn a todos los trabajadores antes del inicio de la temporada.</p> <p>Poda: Poda de numerosas variedades de melocotoneros segn procedimientos establecidos por la empresa basados en la diferencia en el tratamiento de las distintas variedades. El trabajo se realizar en los rboles durante largos periodos de tiempo utilizando una variedad de equipos de poda, incluidas tijeras de podar, sierras de mano y escaleras de 10 pies. Es posible que se requiera que los trabajadores que podan rboles de durazno poden selectivamente solo rboles de cierto tamao segn las instrucciones del jefe de cuadrilla. Se espera que los trabajadores posean o adquieran habilidades de poda para poder identificar y eliminar tocones o ramas rotas, ramas que crecen hacia abajo, ramas que se rozan entre s, ramas interiores sombreadas, madera muerta y brotes/chupones, y eliminar selectivamente ramas y ramas enfermas con sierras y podadoras manuales, podadoras mecanizadas y podadoras de prtiga. Ocasionalmente, es posible que se requiera que los trabajadores utilicen motosierras y otros equipos mecanizados en las actividades de poda. Una poda cuidadosa requiere saber qu podar, cunto podar y los hbitos de crecimiento de los rboles frutales. La razn principal para podar rboles frutales es mejorar la calidad de la fruta y as aumentar la comerciabilidad y el valor de los cultivos.</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 - Job Duties - Continued 4
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>General:</p> <p>Adems de aclarar y cosechar, se puede pedir a los trabajadores que realicen cualquier combinacin de tareas generales del huerto, incluyendo plantar, desmalezar, cultivar, labrar, trasplantar, tender tuberías de riego, instalar aspersores, ayudar a reparar cercas, descargar camiones, limpiar campos, rastrillar y quemar maleza, recoger piedras y cualquier otra de una serie de tareas necesarias para obtener frutos de mxima calidad. Se proporcionar a los trabajadores y se espera que utilicen de forma segura herramientas apropiadas para la tarea, como palas, azadas, apisonadores, sierras, tijeras, diversos implementos y otras herramientas.</p> <p>Los trabajadores también pueden clasificar fruta clasificada, empacar fruta a mano de acuerdo con las instrucciones de empaque que pueden incluir equipos de empaque mecanizado y entregar paletas de producto terminado al almacenamiento en fro.</p> <p>Los trabajadores deben obedecer todas las reglas de seguridad al trabajar, aplicar o manipular pesticidas. El empleador garantiza que los trabajadores recibirn transporte desde la vivienda hasta el lugar de trabajo todos los das (para los trabajadores a quienes se les debe proporcionar alojamiento segn las regulaciones aplicables). Se pueden ofrecer aumentos y/o bonificaciones a cualquier trabajador estacional empleado bajo esta orden de trabajo, a exclusivo criterio de la empresa, en funcin de factores individuales, incluido el desempleo laboral, las habilidades y la antigedad. El Empleador se reserva el derecho de despedir a un trabajador obviamente no calificado, fingido o recalcitrante que sea fsicamente capaz pero que no demuestre la voluntad de realizar el trabajo necesario para que el Empleador cultive eficientemente un producto premium. El Empleador se reserva el derecho de despedir a un empleado por cualquier otro motivo legal. Todos los trminos y condiciones de la orden de trabajo se aplicarn por igual a todos los trabajadores, tanto trabajadores estadounidenses como trabajadores H-2A, empleados en la ocupacin descrita en esta orden de autorizacin.</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 - Overtime Pay - Colorado
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Effective 01/01/2025, overtime must be paid after 48 hours worked per week, or 56 hours worked per week for up to 22 "peak weeks" for highly seasonal employers.</p> <p>The employer will comply with all federal and state overtime laws governing agricultural workers. If overtime laws change during the contract period, the employer will adjust its overtime policies accordingly to ensure compliance with the federal and state laws in effect at the time the overtime is incurred. In the event of a conflict between this policy and any applicable law, the law will govern.</p> <p>Overtime eligibility, rates, and thresholds may vary based on specific agricultural exemptions or industry regulations under federal and state law. Employees will be compensated based on the applicable legal standards governing agricultural labor when work is performed.</p> <p>The employer reserves the right to modify this policy as necessary to align with changing legal requirements while ensuring fair and lawful compensation for all agricultural employees.</p> <p>A partir del 01/01/2025, las horas extras deben pagarse despus de 48 horas trabajadas por semana, o 56 horas trabajadas por semana durante hasta 22 "semanas pico" para empleadores altamente estacionales.</p> <p>El empleador cumplir con todas las leyes federales y estatales sobre horas extras que rigen a los trabajadores agrcolas. Si las leyes sobre horas extra cambian durante el periodo del contrato, el empleador ajustar sus polticas de horas extra en consecuencia para garantizar el cumplimiento de las leyes federales y estatales vigentes en el momento en que se incurre en las horas extra. En caso de conflicto entre esta poltica y cualquier ley aplicable, prevalecer la ley.</p> <p>La elegibilidad, las tarifas y los umbrales de horas extras pueden variar segn las exenciones agrcolas especficas o las regulaciones de la industria segn las leyes federales y estatales. Los empleados sern compensados con base en las normas legales aplicables que rigen el trabajo agrcola cuando se realiza el trabajo.</p> <p>El empleador se reserva el derecho de modificar esta poltica segn sea necesario para alinearla con los requisitos legales cambiantes y al mismo tiempo garantizar una compensacin justa y legal para todos los empleados agrcolas.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Prohibition of Recruitment Fees & Departure Acknowledgement
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer prohibits workers from soliciting and/or paying recruitment fees. Workers who pay or are solicited to pay such a fee must inform the employer immediately. The employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.</p> <p>DEPARTURE ACKNOWLEDGEMENT. It is the responsibility of the foreign H-2A beneficiary to depart the United States upon separation from employment or upon completion of the H-2A contract period unless the beneficiary obtains an extension of status or other lawful authorization to remain in the United States. Compliance with all applicable immigration laws and regulations is the sole responsibility of the beneficiary.</p> <p>-----</p> <p>El empleador prohbe a los trabajadores solicitar y/o pagar tarifas de contratacin. Los trabajadores que paguen o se les solicite pagar dicha tarifa debern informar al empleador inmediatamente. El empleador investigar todos los reclamos de tarifas ilegales y tomar medidas correctivas inmediatas segn corresponda.</p> <p>ACUSE DE SALIDA. Es responsabilidad del beneficiario extranjero H-2A salir de los Estados Unidos al momento de su separacin del empleo o al finalizar el periodo del contrato H-2A, a menos que el beneficiario obtenga una extensin de estatus u otra autorizacin legal para permanecer en los Estados Unidos. El cumplimiento de todas las leyes y regulaciones de inmigracin aplicables es responsabilidad exclusiva del beneficiario.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Colorado State Assurance
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will abide by all of Colorado's agricultural laws, including Senate Bill 21-087 ("SB87") and any subsequent Overtime Minimum Pay Standards Orders (COMPS order).</p> <p>-----</p> <p>El empleador cumplir con todas las leyes agrcolas de Colorado, incluido el Proyecto de Ley del Senado 21-087 ("SB87") y cualquier Orden posterior sobre normas de pago mnimo de horas extras (orden COMPS).</p>			

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m. Job Offer Information 13

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provisions - Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>In such circumstances, the 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.</p> <p>-----</p> <p>El empleador no proporciona comidas a menos que un trabajador sea realojado en un lugar temporal sin instalaciones para cocinar debido a COVID u otras circunstancias fuera del control del empleador. En este caso, se aplicara la Seccion E.1b Suministro de Comidas. El alojamiento proporcionado por el empleador incluye cocina gratuita y conveniente, as como instalaciones de cocina con equipo, electrodomesticos, accesorios de cocina e instalaciones para lavar platos adecuados para la preparacin de comidas. Para los trabajadores que residen en viviendas proporcionadas por el empleador, el empleador tambien proporciona transporte gratuito una vez por semana hacia/desde el pueblo o ciudad ms cercano para diligencias personales (por ejemplo, comestibles, servicios bancarios, etc.). Todos los trabajadores comparten comedor, cocina/instalaciones para cocinar y otras reas comunes. Si las instalaciones de cocina no estn disponibles durante el periodo del contrato, el empleador proporcionar tres comidas diarias segn 20 CFR 655.122(g). En tales circunstancias, el empleador deducir el costo de dichas comidas hasta la cantidad mxima permitida publicada en el Registro Federal o aprobada de otro modo por el Departamento de Trabajo de los EE. UU.</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 - Anticipated Hours Per Week
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work days, hours, and start/end times may vary depending on the season and weather. Work on a Sabbath day or holiday may be required during peak periods.</p> <p>-----</p> <p>Horas Previstas Por Semana Los das, horarios y horas de inicio y fin de trabajo pueden variar segn la temporada y el clima. Es posible que sea necesario trabajar en sbado o da festivo durante los periodos pico.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions - Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>El empleador realizar todas las deducciones requeridas o autorizadas por la ley (por ejemplo, FICA, Medicare, impuestos federales, deducciones de impuestos estatutarias exigidas por el estado, incluidas las deducciones ordenadas por el tribunal, etc.). Los trabajadores debern preautorizar deducciones voluntarias, que pueden incluir pago de anticipos y/o prstamos, primas de seguros mdicos, aportes a planes de retiro y/o pago de otros servicios para conveniencia y beneficio del trabajador. Todas las deducciones cumplirn con la Ley de Normas Laborales Justas (FLSA) y la ley estatal aplicable.</p> <p>Si el trabajador es responsable de daos a la casa y a los muebles ms all del desgaste normal, el empleador puede cobrarle al trabajador costos de reparacin razonables. El empleador puede cobrar al trabajador el costo razonable de los daos y/o el reemplazo de herramientas y/o equipos si dichos daos resultan de una mala conducta intencional o negligencia grave del trabajador.</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 - Daily Transportation - Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>2. A driver will pick up employees at the employer-provided housing at the beginning of the work day, will move the workers as needed throughout the workday, and return the workers to employer-provided housing at the end of the day.</p> <p>3. The following vehicles, including their seating capacity, will be used for worker transportation. -1999 Dodge Van, seats 11, including driver -2004 Ford Van, seats 13, including driver -1996 Dodge Van, seats 16, including driver</p> <p>4. Employer will provide workers transportation to Alpine Bank in Clifton, Colorado, to cash payroll checks and for a weekly trip to purchase groceries and supplies.</p> <p>-----</p> <p>Los trabajadores locales y los trabajadores que rechazan la vivienda proporcionada por el empleador son responsables de su transporte diario hacia y desde los lugares de trabajo designados para el trabajo.</p> <p>Trabajadores que aceptan vivienda proporcionada por el empleador:</p> <p>1. Los trabajadores sern transportados, sin costo alguno, desde la vivienda proporcionada por el empleador hasta sus lugares de trabajo al comienzo de cada jornada laboral y de regreso al final de cada jornada laboral.</p> <p>2. Un conductor recoger a los empleados en la vivienda proporcionada por el empleador al comienzo de la jornada laboral, los trasladar segn sea necesario durante la jornada laboral y los devolver a la vivienda proporcionada por el empleador al final del da.</p> <p>3. Para el transporte de los trabajadores se utilizarn los siguientes vehculos, incluyendo su capacidad de plazas. -1999 Dodge Van, asientos 11, incluido el conductor -2004 Ford Van, asientos 13, incluido el conductor -1996 Dodge Van, 16 asientos, incluido el conductor</p> <p>4. El empleador proporcionar transporte a los trabajadores al Alpine Bank en Clifton, Colorado, para cobrar cheques de nmina y para un viaje semanal para comprar alimentos y suministros.</p>			

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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 - Inbound/Outbound Transportation - Continued
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>El empleador proporcionar o pagar el transporte de ida y vuelta mediante servicio de autobs comercial o camionetas alquiladas, diariamente. subsistencia y, en su caso, alojamiento en los desplazamientos hacia y desde el domicilio del empleador. El empleador tambien permite a los trabajadores seleccionar cualquier medio de transporte que elijan y reembolsarn a los trabajadores no menos que los cargos de transporte comn ms econmicos y razonables para la distancia involucrada.</p>			

r. Job Offer Information 18

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

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