



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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crop								
2. Workers Needed *	a. Total	b. H-2A Workers	3. First Date * 5/25/2026					4. Last Date * 6/28/2026
	33	30						
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *	
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday	a. 6 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday	b. 12 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)								
<p>Work under this contract will consist of harvesting Bell peppers, Tomatoes and Jalapeño peppers. In addition to harvesting, workers will also pack produce in the field, load and stack, perform general labor, operate a tractor, forklift, and/or other agricultural machinery.</p> <p>Workers may be assigned to perform any of the duties listed in this job order and may be required to perform different duties interchangeably based on operational needs.</p>								
8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer \$	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$					
\$ 18 . 71	<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$ 00 . 00	See Addendum A.					
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.)								
See Addendum C								



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 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? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Additional Information Regarding Job Qualifications/Requirements. * <i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i> See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location * Live Oak Farms N35°36'18.6 W119°17'48.0				
2. City *	3. State *	4. Postal Code *	5. County *	
Bakersfield	California	93280	Kern County	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Neuhouse Farms - NHF 5 – 1				
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location * Super 8 - 901 Real Rd.				
2. City *	3. State *	4. Postal Code *	5. County *	
Bakersfield	California	93309	Kern County	
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input type="checkbox"/> Employer-provided <input checked="" type="checkbox"/> Rental or public <i>(including mobile or range)</i>			8	32
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> *				
All housing is controlled by the employer. 8 motel rooms with bathrooms with showers and lavatories. Bedding will be provided. Capacity for 4 occupants per room. No kitchen facilities. Laundry facilities are available. 30 workers assigned to housing				
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-provided housing includes three meals per day, Monday through Sunday, at a reasonable cost (not to exceed \$19.31 per day for three meals). Meals include breakfast and dinner served in the shared dining area. Lunch will be delivered to the worksite on workdays and to the housing location on non-workdays. The dining area will be shared among all workers residing in the housing.

The employer contracted with A&G Valley Inc, contact Antonio Gutierrez Mendoza, phone number (831) 484-3748, to prepare and provide three meals a day. The employer will pay the vendor directly for the meals served.

2. The employer: *

WILL NOT charge workers for meals.

WILL charge each worker for meals at **\$ 19 . 31** per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

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

See Addendum C.

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

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

See Addendum C.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than **\$ 19 . 31** per day *

b. no more than **\$ 68 . 00** 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.)

See Addendum C

2. Telephone Number to Apply * +1 (831) 272-3523	3. Extension § N/A	4. Email Address to Apply * contrataciones@empireflc.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).



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 * Barrera	2. First (given) name * Mariana	3. Middle initial §
4. Title * Chief Administrative 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 * 3/20/2026
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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 A
 U.S. Department of Labor



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Farmworker and Laborers, Crop-Domestic Worker	\$ 18 . 71	Hour	The Wage Offer will not be less than the AEWR; the federal or state minimum wage; prevailing wage; or collective bargaining rate, if applicable.
	Farmworker and Laborers, Crop - H-2A Worker	\$ 16 . 90	Hour	The Wage Offer will not be less than the AEWR; the federal or state minimum wage; prevailing wage; or collective bargaining rate, if applicable.
	Tomatoes	\$ 16 . 90	Hour	The Wage Offer will not be less than the AEWR; the federal or state minimum wage; prevailing wage; or collective bargaining rate, if applicable. \$18.71/hour guaranteed for Domestic Workers. \$16.90/hour guaranteed for H-2A Workers.
	Bell peppers	\$ 16 . 90	Hour	The Wage Offer will not be less than the AEWR; the federal or state minimum wage; prevailing wage; or collective bargaining rate, if applicable. \$18.71/hour guaranteed for Domestic Workers. \$16.90/hour guaranteed for H-2A Workers.
	Jalapeo peppers	\$ 16 . 90	Hour	The Wage Offer will not be less than the AEWR; the federal or state minimum wage; prevailing wage; or collective bargaining rate, if applicable. \$18.71/hour guaranteed for Domestic Workers. \$16.90/hour guaranteed for H-2A Workers.
	Green Tomatillo	\$ 16 . 90	Hour	The Wage Offer will not be less than the AEWR; the federal or state minimum wage; prevailing wage; or collective bargaining rate, if applicable. \$18.71/hour guaranteed for Domestic Workers. \$16.90/hour guaranteed for H-2A Workers.
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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 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 (<i>up to 3,500 characters</i>) *			
<p>The following deductions may be made from the worker's pay, as applicable: FICA; federal income tax withholding; state and/or local tax withholding; medical insurance payments; state-sponsored retirement savings plan deductions; and any deductions expressly authorized by the worker in writing. Reissued Check Policy: After the first instance of a lost, damaged, or expired paycheck, the company will charge a \$25.00 processing fee for each reissued check, unless the need for reissuance results from the company's negligence. The employer will not deduct from the employee's wages, nor require reimbursement, for any cash shortage, breakage, or loss of housing, furnishings, tools, or equipment, unless it can be proven that such loss resulted from a dishonest, willful, or grossly negligent act by the employee.</p>			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Candidates must have at least three (3) months of verifiable experience within the last two (2) years in agriculture, specifically related to Bell peppers, Tomatoes and Jalapeo peppers, to prevent crop damage and personal injury. Work will be performed under variable weather conditions, and all duties must be carried out in a manner that consistently demonstrates Good Agricultural Practices (GAP) and adherence to the highest food safety standards.</p> <p>Workers are required to attend a mandatory orientation, for which time will be compensated.</p> <p>Workers must be able to understand English or Spanish, the languages spoken and written in the workplace, in order to follow work and safety instructions.</p> <p>Workers who possess, or are able to obtain, a valid state driver's license may be required to operate company vehicles and transport other workers as part of their job duties.</p>			

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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 *	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 (up to 3,500 characters) * <small>Applicants may apply at or be referred by any local office of a State Workforce Agency (SWA). All applicants should thoroughly review and understand the job specifications and terms and conditions of employment described in this Clearance Order before contacting the employer or seeking referral.</small></p> <p>Only applicants who: 1. Meet all stated job qualifications 2. Are legally authorized to work in the United States 3. Willing to perform the work and commit to the full contract period 4. Able to perform the job duties, with or without reasonable accommodation 5. Qualified and meet all job requirements as specified in this Clearance Order.</p> <p>Applicants referred by the SWA, as well as walk-ins and gate hires, may contact the employer during regular business hours using the information below: Empire Farm Labor Contractor, LLC 17601 Sierra Canyon Rd., Suite 201 Salinas, CA 93907 Monday-Friday, 9:00 a.m. to 4:30 p.m. (excluding federal holidays) Contact: Mariana Barrera, (831) 272-3523</p> <p>Applicants will be interviewed in person or by telephone, and job offers will be extended to all willing, able, available and qualified applicants.</p> <p>If a referring agency anticipates referring multiple applicants simultaneously, the employer requests advance notice to allow adequate time for interview scheduling.</p> <p>All referrals and applicants must present original identity and employment authorization documents sufficient to complete Form I-9, as required by the Immigration Reform and Control Act (IRCA) at the time they report for work. These documents will be examined by the employer as a condition of completing the hiring process. Referring local offices should fully apprise workers of this requirement prior to referral.</p> <p>The employer will review each applicant's completed application individually following the interview. The employer will accept referrals from any source and will continue to cooperate with the State Workforce Agency (SWA) by accepting referrals of all willing, able, available and qualified U.S. workers who apply (or for whom an application is submitted) for the job opportunity until the end of the recruitment period specified in the job order.</p> <p>Applicants and referrals will not be considered until a completed and signed application is received by the employer, indicating that the worker has received a written copy of the Migrant and Seasonal Agricultural Worker employment disclosures, or an employment contract containing such disclosures, as required by law.</p>			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Pre & Post-Harvest Tasks
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Pre & Post-Harvest Tasks: Once a field section is harvested, workers will assist with any pre- or post-harvest activities, such as setting up equipment and ensuring machinery is ready for harvest. Once harvest is over, workers will assist in removing leftover plant debris, putting machinery away, and cleaning up any materials from the field.</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

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Light duty
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Workers who are injured on the job and unable to perform the full range of their regular duties may, at the employer's discretion, be offered light duty work if available. The availability of light duty will depend on the type of work available, the nature of the worker's medical restrictions, and the instructions provided by the worker's treating physician.</p> <p>Light duty assignments may include, but are not limited to, any combination of the following: sweeping, weeding, thinning, assembling boxes, cleaning equipment, sorting produce, or stacking materials.</p> <p>The availability, type, and duration of light duty work are not guaranteed and will be determined solely by the employer, in accordance with applicable state law and/or agency guidance.</p> <p>Once the worker's physician has removed any light duty restrictions, the worker is expected to promptly resume performing their regular job duties as described in this job order.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - FLC Itinerary
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Given the nature of the employer's agricultural business, it is not possible to specify a work itinerary for all the worksites in which employees will be performing their duties. The impact from weather and growing cycles requires that the employer provide services at all of the various worksites simultaneously during the contract period to ensure the crops are properly maintained and harvested in a timely manner.</p>			

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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

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
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Workers are required to comply with all provisions in this Clearance Order, as well as the Company's work rules, policies and procedures. All assigned tasks must be completed efficiently while following all safety and food safety protocols. Failure to do so may result in disciplinary action in accordance with the employer's policies. The employer is committed to producing a premium-quality product in a demanding and competitive industry. Consistent attention to detail and high standards are essential. Careless or improper work will not be tolerated.</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 - California Assurances
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>California Assurances: The employer attests that workers will perform weeding tasks using long-handled hoes, and will abide by the 8 Cal. Code Regulations Section 3437, 3456(b-c).</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.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Harvesting Duties Part 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers may perform one or more of the following tasks, depending on the daily needs of the operation:</p> <ul style="list-style-type: none"> - Weed, clean - Remove crops that do not meet quality standards. -Experienced workers may occasionally drive tractors or forklifts to move supplies and equipment on private dirt roads within the work site. - Keep all work and production areas free of debris and substandard crops. - Clean, sanitize, and maintain grounds and work areas. - Perform any other related tasks within this classification as assigned. -Forklift drivers, tractor drivers, heavy machinery operators may be asked to harvest and perform other duties when needed. 			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Harvesting Duties Part 2 - Jalapeo peppers
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Jalapeo peppers are harvested by walking in assigned rows selecting peppers based on size, color, maturity, and quality as specified by the supervisor. Workers repeatedly bend, stoop, and reach to grasp jalapeo peppers and remove them from the plant by hand or with small harvesting clippers, taking care not to damage the plant or surrounding fruit. Harvesting may also occur behind or alongside a harvesting machine platform where workers place harvested product onto belts or into designated containers.</p> <p>Harvested jalapeos are placed into buckets carried by the worker or onto harvesting equipment. When buckets are full, workers carry the buckets to a designated dumping station where the peppers are carefully emptied into bins, trailers, or field containers. Workers must empty buckets in a manner that prevents bruising or damage to the product. The process is repeated throughout the workday.</p> <p>Workers inspect harvested jalapeos and remove any peppers that are damaged, diseased, overripe, undersized, or otherwise not meeting quality standards. Acceptable jalapeos are placed into buckets or containers for collection.</p> <p>Workers may perform weeding duties by removing weeds by hand or with hand tools in and around jalapeo rows to promote proper crop growth and maintain clean fields. Workers may also assist with crop preparation duties including preparing beds, removing debris, maintaining plant rows, assisting with staking or supporting plants when necessary, and performing other crop maintenance activities as directed.</p> <p>Workers may assist with sorting and field packing jalapeos into bins, cartons, or containers as directed. Workers may assist with pre-work and post-work field clean-up including picking up trash, removing plant debris, organizing tools and equipment, cleaning buckets and containers, and maintaining clean work areas to comply with food safety and sanitation requirements.</p> <p>Work is performed outdoors in varying weather conditions including heat, cold, wind, and dust. Workers must be able to stand, walk, bend, stoop, kneel, and perform repetitive motions throughout the workday.</p> <p>Workers must follow all instructions as directed by the supervisor, crew leader, or foreman.</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.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Harvesting Duties Part 3- Tomatoes
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Tomatoes are harvested by walking in assigned rows selecting tomatoes based on size, color, maturity, and quality as specified by the supervisor. Worker repeatedly bends, stoops, and reaches to grasp tomatoes and removes them from the plant by hand, taking care not to damage the plant or surrounding fruit.</p> <p>Harvested tomatoes are placed into buckets carried by the worker. When buckets are full, workers carry the buckets to a tomato dumper or designated dumping station where the tomatoes are carefully emptied into bins, trailers, or field containers. Workers must empty buckets in a manner that prevents bruising or damage to the fruit. The process is repeated throughout the workday.</p> <p>Workers inspect harvested tomatoes and remove any tomatoes that are damaged, diseased, overripe, or otherwise not meeting quality standards. Acceptable tomatoes are placed into buckets for collection and dumping.</p> <p>Workers may perform weeding duties by removing weeds by hand or using hand tools in and around tomato rows to maintain crop health and proper plant growth. Workers may also assist with crop preparation duties including preparing beds, removing debris, maintaining plant rows, assisting with staking or tying plants, and performing other crop maintenance activities as directed.</p> <p>Workers may assist with pre- and post-work field clean-up including picking up trash, removing plant debris, organizing tools and equipment, cleaning buckets and containers, and maintaining clean work areas to comply with food safety and sanitation requirements.</p> <p>Workers may assist with sorting and field packing tomatoes into bins, cartons, or containers as directed. Workers may be required to clean and sanitize buckets, tools, and equipment regularly to prevent crop contamination and comply with food safety standards.</p> <p>Work is performed outdoors in varying weather conditions including heat, cold, wind, and dust. Workers must be able to stand, walk, bend, stoop, kneel, and perform repetitive motions throughout the workday.</p> <p>Workers must follow all instructions as directed by the supervisor, crew leader, or foreman.</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 - Harvesting Duties Part 4 - Bell Peppers
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Bell Pepper: Employees will work in open fields harvesting bell peppers by walking in assigned furrows in front of a harvesting machine platform or harvesting belt. Workers bend, grasp, and pick matured, ripened bell peppers from the vine, leaving the stem attached, as specified by the supervisor, crew leader, or foreman. The peppers are placed into a bucket and then dumped onto the harvesting belt. Employees must ensure that the picked bell peppers are fully matured and ripened. Workers must be able to pick bell peppers; lift plastic buckets; separate, lift, and grasp; and safely walk on uneven ground in different parts of the field to perform the work. The process is repeated throughout the workday.</p> <p>Field Packing: Place harvested bell pepper heads into designated containers (crates, bins, bags, or boxes) in the field. Pack produce neatly and gently to avoid crushing. If required, count or record quantities harvested as directed.</p> <p>Packing Line Workers: Sort bell peppers onto conveyor belt for proper sorting while in the fields. Place harvested bell peppers onto a moving conveyor belt for sorting and transportation.</p> <p>Loading & Stacking: Carry full buckets of peppers and transfer them to bins. Carry filled containers to collection points or load them onto trailers/trucks for transport. Ensure all packed produce is secure for transportation.</p> <p>Stake Removal: Remove stakes and/or strings from bell pepper fields after harvest. Properly stack and organize stakes for future use.</p> <p>Bell Pepper Stringing and Staking Duties: Stringing bell pepper plants by securing twine or support lines to stakes and plants to promote upright growth. Staking (installing and positioning stakes) along plant rows to support plant growth. Tying plants to stakes and support lines using appropriate tying materials. Adjusting, tightening, repairing, and maintaining string and stake systems throughout the growing season. Removing damaged, loose, or improperly placed stakes and reinstalling as directed. Pruning and training plants to maintain proper structure, spacing, and airflow.</p>			

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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

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Harvesting Duties Part 5 - Green Tomatillo
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Green tomatillos are harvested by walking in assigned rows selecting tomatillos based on size, color, maturity, and quality as specified by the supervisor. Worker repeatedly bends, stoops, and reaches to grasp tomatillos and removes them from the plant by hand, taking care not to damage the plant or surrounding fruit. Harvested tomatillos are placed into buckets carried by the worker or onto harvesting equipment when working alongside or behind a harvesting machine platform. When buckets are full, workers carry the buckets to a designated dumping station where the tomatillos are carefully emptied into bins, trailers, or field containers. Workers must empty buckets in a manner that prevents bruising or damage to the product. The process is repeated throughout the workday. Workers inspect harvested tomatillos and remove any fruit that is damaged, diseased, overripe, undersized, or otherwise not meeting quality standards. Acceptable tomatillos are placed into buckets or containers for collection. Workers may perform weeding duties by removing weeds by hand or with hand tools in and around tomatillo rows to promote proper crop growth and maintain clean fields. Workers may also assist with crop preparation duties including preparing beds, removing debris, maintaining plant rows, assisting with staking or supporting plants when necessary, and performing other crop maintenance activities as directed. Workers may assist with sorting and field packing tomatillos into bins, cartons, or containers as directed. Workers may assist with pre-work and post-work field clean-up including picking up trash, removing plant debris, organizing tools and equipment, cleaning buckets and containers, and maintaining clean work areas to comply with food safety and sanitation requirements. Work is performed outdoors in varying weather conditions including heat, cold, wind, and dust. Workers must be able to stand, walk, bend, stoop, kneel, and perform repetitive motions throughout the workday. Workers must follow all instructions as directed by supervisor, crew leader, or foreman.</p>			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - General Farm Worker Laborer, Crops- Job Duties (Part 1)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Compliance and Safety: Follow all H-2A program regulations, company policies, and safety guidelines during daily operations. Maintain a clean, safe, and organized work environment to protect all team members and ensure efficient workflow.</p> <p>Packing and Loading: Sort harvested produce by size and quality in the field before packing it into designated containers. Load filled containers or pallets onto trucks or trailers for transportation to the designated storage or processing area.</p> <p>Field Maintenance: Perform general maintenance tasks such as clearing debris, cleaning tools and equipment, and maintaining field access to ensure safe and efficient harvesting.</p> <p>Weeding and Tool Use: Use hand tools such as long-handled hoes or shovels to remove weeds and unwanted plants from crop rows. Workers must ensure that weeding and thinning activities are performed carefully to avoid damage to crops.</p> <p>Thinning: Under the supervision and direction of a field supervisor, crew leader or foreman, workers will walk in uneven furrows and identify the specified spacing between plants or seeds. Using a long-handled hoe, workers will thin out excess plants or weeds along the seed line, leaving the desired crop and spacing as instructed. Workers will also remove and dispose of unwanted weeds or debris from the beds and seed lines, ensuring the field remains clean and properly maintained.</p>			

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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

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - General Farm Worker Laborer, Crops- Job Duties (Part 2)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Equipment Operation: Operate equipment safely (with training and supervision). This may include conveyor belts, harvest machines, bagging machines, scales, or labeling machines. Assist with loading or unloading machinery, and alert supervisors of any equipment malfunctions.</p> <p>Quality Control: Follow all quality standards during processing. Remove any sub-standard product that may have been missed during initial sorting, including defective or rotting product.</p> <p>Cleaning and Maintenance: Maintain a clean work area. Regularly remove trash and debris from floors, and equipment. Sanitize workstations and tools according to food safety guidelines. Assist in basic routine maintenance or cleaning of equipment to keep operations running smoothly.</p> <p>Loading & Stacking: Carry full loads of produce and transfer them to designated areas. Carry filled containers to collection points or load them onto trailers/trucks for transport. Ensure all packed produce is secure for transportation.</p> <p>Packing and Loading: Sort harvested produce by size and quality in the field before packing it into designated containers. Load filled containers or pallets onto trucks or trailers for transportation.</p>			

p. Job Offer Information 16

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal charge
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer petitions the CO for a higher meal charge pursuant to Sec. 655.173 (b)(1)(ii). The attached proposal for a meal rate of \$21.31 per day is due to inflation in the food prices that is higher than the standard rate. The cost of goods directly related to the preparation and serving of meals is limited to food and serving supplies. The employer submits herewith the documentation justifying the requested higher meal charge. Breakfast and dinner will be served at the employer-provided housing location, and lunch will be delivered to worksites on workdays or at the employer-provided housing on non-workdays. Meal times will vary by the needs of the employee's work schedules.</p> <p>All meals provided will meet the nutritional and dietary guidelines set forth by the USDA. Workers occupying employer-provided housing without kitchen facilities who are absent from work due to a reported illness will be provided with instructions about when and how to request their meals during days when any meals are provided at the work site.</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

q. Job Offer Information 17

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Discretionary Bonus
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>The employer may, at its sole discretion, grant raises and/or bonuses to any worker employed under this job order. Such increases may be based on individual factors, including but not limited to work performance, skill level and tenure.</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Pay Information-California
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>CA Overtime and Benefits: For work in California, the Employer abides by California Wage Order 14 and California law. The overtime rate will be paid at 1.5 times the guaranteed hourly rate and double the employee's guaranteed hourly regular rate of pay for all hours worked over eight (8) on the seventh (7th) day of consecutive work in the workweek.</p> <p>Three-Fourths Guarantee: For purposes of the three-fourths guarantee, the applicable hourly rate is \$18.71/hour for domestic workers and \$16.90/hour for H-2A workers.</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

s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications and Requirements
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Workers will be expected to perform duties under conditions commonly associated with uneven fields and the climate of California. These conditions may include dust, wind, extreme temperatures, high humidity, and exposure to pollen.</p> <p>Workers should wear appropriate clothing for these conditions, including closed-toe shoes, hats, gloves, protective sleeves, and jackets that provide adequate protection while allowing freedom of movement.</p> <p>To perform this type of work, workers must be able to work outdoors for at least six (6) hours per day in all types of weather and possess the physical strength and endurance required to carry out harvest activities efficiently, working rapidly and skillfully with their hands.</p> <p>The employer will provide all necessary equipment to perform harvest-related tasks. Workers must be able to listen, understand, and follow instructions from company supervisors and crew leader and foreman and must be willing to perform all duties in accordance with the employer's rules, policies, and regulations throughout the contract period.</p>			

t. Job Offer Information 20

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Drug Screening
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>A drug screening will be conducted after a job offer is made and before the worker begins employment, at the employer's expense. This screening is required to establish each worker's fitness for duty. The employer is committed to maintaining a safe workplace, and the prevention of drug impairment is one mitigating strategy to reduce safety risks.</p> <p>Workers may be subject to mandatory drug testing, at the employer's expense, if they are involved in a reportable accident or if there is reasonable suspicion of impairment. In addition, workers in safety-sensitive positions, such as forklift operators, tractor drivers, or other heavy machinery operators, may be subject to random drug testing, at the employer's expense, to ensure workplace safety.</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

u. Job Offer Information 21

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Prohibited Payments
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer and its agents have not sought and will not accept any form of payment from any employee for any activity related to obtaining H-2A labor certification, including but not limited to payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this policy, "payment" includes, but is not limited to: monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in-kind payments, or free labor. This provision does not prohibit the employer or its agents from receiving reimbursement for costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport or visa fees. Workers will be reimbursed for applicable expenses if the worker receives a visa and arrives at the place of employment. Workers are encouraged to report immediately to their supervisor or the main office any of the following prohibited conduct: <ol style="list-style-type: none">1. Someone promises work in exchange for money or a favor2. Someone refers you to work in exchange for money or a favor3. Someone tells you that you will not be hired unless you pay them money4. You are offered extra pay for anything other than your regular work5. You are offered cash pay6. You are asked to do anything with a paycheck issued to someone other than yourself (such as to sign for, endorse, deposit, or cash the check)			

v. Job Offer Information 22

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Drug and Alcohol Policy
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * All worksites covered by this job order and all facilities are designated as drug-free workplaces. No illegal drugs, cannabis, or alcohol of any kind are permitted in the housing, transportation, or workplace. The possession, use, or distribution of illegal drugs or controlled substances is strictly prohibited in all housing, transportation, and workplace areas. Employees must not report for work, enter the worksite, or perform job duties while under the influence of alcohol or any illegal controlled substance. Employees must also not report for work or perform job duties while under the influence of, or impaired by prescription drugs, medications or any other substances that may adversely affect alertness, coordination, reaction time, or otherwise compromise the safety of the employee or others. The employer reserves the right to require drug testing, at the employer's expense, following any reportable accident or upon reasonable suspicion of impairment. In such cases, the employer will pay all costs associated with the medical examination or test.			

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

w. Job Offer Information 23

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Arrival/Departure records-Required Departure
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Employees authorize the employer and/or the employer's designated agents to access electronically issued Arrival/Departure Records (Form I-94) maintained by U.S. Customs and Border Protection (CBP) for verification and compliance purposes.</p> <p>All H-2A nonimmigrant employees are required to depart the United States upon completion of the certified work contract or upon termination of employment, whichever occurs first, unless the worker is being sponsored by a subsequent H-2A employer.</p> <p>If departure registration is required by U.S. authorities, the employer will notify affected H-2A workers of the requirement and provide information on the place, manner, and timing of such registration.</p>			

x. Job Offer Information 24

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Worksites, Tools and Equipment
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Willingness to Travel Between Worksites: This position may require travel between multiple farm locations. Workers must be willing and able to work in various locations as needed and adapt to different environmental and operational conditions.</p> <p>Attention to Detail: Employees must be able to listen, understand, and follow instructions from company management and must be willing to perform all assigned duties in accordance with the employer's rules, policies, and procedures throughout the contract period.</p> <p>Tools and Equipment: The employer will provide all tools, supplies, and equipment necessary to perform the required job duties at no cost to the worker.</p>			

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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

y. Job Offer Information 25

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Safety Rules and Regulations
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <ol style="list-style-type: none"> 1. Observe all warning signs, safety bulletins, and posters. 2. Avoid all horseplay and never annoy another worker while on the job. 3. Use protective clothing and equipment when needed. 4. Lift objects in a safe manner. 5. Do not leave equipment lying around. 6. When cutting crops, be careful not to cut your hand. 7. Do not walk in front of or behind moving vehicles. When working around moving equipment, always stand clear of the equipment when it is in motion. Always wait until the equipment comes to a full stop. 8. Always use special care in wet weather. 9. When being transported, always take a seat, wear your seatbelt and remain seated while the vehicle is in motion. 10. Always store equipment in its proper storage place. 11. All workers are required to follow any safety instructions given by the crew leader, supervisors and foremen. 12. Do not use the emergency exit doors on the bus except in case of an actual emergency. 			

z. Job Offer Information 26

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules & Disciplinary Procedures
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>A copy of all applicable company rules and policies will be provided to each worker on or before the first day of work. These materials include a Dispute Resolution Agreement, which outlines the procedures for workers to follow when raising concerns and the steps for seeking prompt resolution, including arbitration of unresolved matters.</p> <p>The Dispute Resolution Agreement will be provided to H-2A workers outside the United States prior to or at the time their visas are issued, and to corresponding U.S. workers at the time of hire. This Agreement does not preclude workers from filing complaints with the America's Job Center of California (AJCC) offices under the Employment Services Complaint System, and workers will not face retaliation for doing so.</p> <p>The employer reserves the right to discipline workers, up to and including termination of employment for any of the following reasons:</p> <ol style="list-style-type: none"> a. Refusal to perform assigned work without justified cause b. Failure to comply with written housing rules c. Engaging in serious misconduct d. Malingering, refusal to follow directions, or lacking the necessary qualifications to perform the job e. Unwillingness to perform assigned tasks despite being physically capable f. Inability to meet production standards (if applicable) after completion of the training period g. Violation of company policies or; h. Other work-related reasons, including the accumulation of three (3) unexcused absences 			

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

. Job Offer Information 27

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Specific Grounds for Termination
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Specific Grounds for Termination:</p> <ul style="list-style-type: none"> • Excessive absenteeism or tardiness: Workers must notify their foreman, crew leader, or supervisor in advance of any absence and provide a valid reason. Accumulating (3) unexcused absences is grounds for termination. Workers must also inform their foreman, crew leader, or supervisor in advance if they anticipate being late. • Arriving late without notice (3) times is grounds for termination. • Failure to meet production standards (if applicable). • Unauthorized use of machinery or equipment. • Unsafe or careless use of machinery or equipment. • Repeated damage to machinery or equipment. • Being under the influence of alcohol or illegal drugs. • Gambling, horseplay, fighting, or intentionally injuring coworkers. • Disregard for safety rules. • Theft of company or employee property. • Possession of illegal weapons. • Leaving the worksite without notifying the supervisor. • Bringing unauthorized individuals to the work area. • Hosting overnight guests or engaging in prostitution in company housing. • Soliciting money or merchandise without management approval. • Intentional damage to company or employee property: Workers will be held financially responsible for deliberate damage or loss of tools or equipment. • Sleeping on the job. • Possession of pornography in company housing, transportation, or job sites. • Possession of illegal drugs, alcohol, firearms, and smoking cigarettes or e-cigarettes in company housing, residential sites, in the field, company vehicles, or job sites. • Outside employment is not permitted, as the H-2A visa does not permit working for other employers. Engaging in outside work may result in disciplinary action, up to and including termination. • Providing false information on employment applications. • As part of the employer's Work Rules and Disciplinary Procedures, any falsification or material misrepresentation of information on employment applications or related documents is strictly prohibited. Any such conduct will result in immediate termination. • Violation of zero-tolerance policies: Includes harassment, violence, aggression, and being under the influence of alcohol or drugs. • Violation of posted housing rules. • Failure to follow food safety policies and protocols. 			

. Job Offer Information 28

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Occupancy Rules Part 1
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>You are required to abide by the following rules:</p> <ol style="list-style-type: none"> 1. Do not damage walls. Portraits, posters or any additions are not allowed. 2. Turn off the cooling & heating system and lights when leaving for work 3. Do not remove protective screens from windows or doors. 4. Keep your refrigerator clean at all times and throw away spoiled food. 5. COOKING IS NOT PERMITTED or having any electrical or similar items (coffee makers/stoves/heaters). 6. Cutting utensils or anything sharp that can be used as a weapon are not allowed. 7. Weapons of any kind are not permitted. 8. NO ALCOHOL OR DRUGS ARE ALLOWED IN THE HOUSING OR ON ANY OF THE COMPANY'S PROPERTY, EVEN IF NOT CONSUMED. 9. NO DRUNKENNESS OR INTOXICATION IS PERMITTED IN HOUSING OR COMPANY PROPERTY, REGARDLESS OF WHETHER ALCOHOL OR OTHER SUBSTANCES WERE CONSUMED OFF-SITE. 10. The employer may administer a breathalyzer test if there is reasonable suspicion that any worker has consumed alcohol or is under the influence of alcohol at the workplace or in company-provided housing. Evidence of alcohol consumption, intoxication, or refusal to comply with a request to test may be grounds for termination. 11. SMOKING IS NOT ALLOWED on housing properties. 12. Arguments, debates, or fights of any kind are not allowed. 13. Any sexual alteration or harassment will be treated very seriously. 14. Avoid outside visitors for everyone's safety, especially in the bedrooms you share with other workers. 15. Visitors in individual (non-shared) housing must be pre-approved by human resources. 16. No engaging in or solicitation of prostitution or unlawful acts allowed. No possession of pornography is allowed. 17. You must take out the trash every day and deposit it in the appropriate container (recycling/garbage). 18. In the shower, the curtain should be placed towards the inside of the tub to avoid spills. 19. Physical play is not allowed for your protection. 20. Do not put toilet paper in the toilet; dispose of it in the trash can. It clogs the drains. 21. Do not use railings as clotheslines. There are designated clotheslines at every property. 22. For safety reasons, it is recommended not to be outside the housing after 10:00 PM. 23. No candles or any open flames are allowed in the housing. 24. Do not remove fire alarms or remove the batteries - NOTIFY WHEN THEY NEED TO BE REPLACED. 25. Syringes or needles are not allowed without a prescription. 26. Pets are not allowed. 27. Each employee is responsible for their belongings and any damage personally done to the property. 28. Empire Farm Labor Contractor LLC is not liable for any theft. 29. Gambling and betting (playing cards/lotteries/dominos) are not allowed. 30. Respect your surroundings and colleagues by not being noisy from 8:00 PM to 5:00 AM. This includes loud conversations in the hallway, loud television, radio, or telephones. 31. No loud or late-night parties or live music allowed. 32. Keep your area clean, tidy and safe to avoid any tripping hazards. 			

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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

. Job Offer Information 29

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Occupancy Rules Part 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * -Personal vehicles may be parked at worker housing with the employer's prior authorization. - If you have a personal vehicle, you must report it to the Human Resources Department to get authorization prior to bringing a vehicle on company property.</p> <ul style="list-style-type: none"> * Employees may not be transported in vehicles that are not authorized to transport * Empire Farm Labor Contractor LLC is not responsible for theft and damage to your vehicle * The vehicle must be registered to the employee, have documentation in order, and auto insurance must be in the employee's name. * All vehicles must be in compliance with DMV/MVD rules. * Non-working vehicles are not allowed to be parked on company property. No liquid spills or repairs of any kind are allowed on housing property. <p>REMEMBER: The housing must ALWAYS be clean, and the beds must be tidy at all times. Inspections will be made without notice, and if something is found that is not correct, you will be notified. It is your responsibility to keep the room clean at all times.</p> <ul style="list-style-type: none"> * Employees may not be transported in vehicles that are not authorized to transport * Empire Farm Labor Contractor LLC is not responsible for theft and damage to your vehicle * The vehicle must be registered to the employee, have documentation in order, and auto insurance must be in the employee's name. * All vehicles must be in compliance with DMV/MVD rules. * Non-working vehicles are not allowed to be parked on company property. No liquid spills or repairs of any kind are allowed on housing property. <p>REMEMBER: The housing must ALWAYS be clean, and the beds must be tidy at all times. Inspections will be made without notice, and if something is found that is not correct, you will be notified. It is your responsibility to keep the room clean at all times.</p>			

. Job Offer Information 30

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Terms
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <ul style="list-style-type: none"> •Employer guarantees workers are provided with housing, without charge to the workers, only to workers who are not reasonably able to return to their usual place of residence each day. Housing is offered to workers only. No housing will be provided to nonworkers. •Eating facilities will be shared with other workers occupying the employer-provided housing facilities. •Bedding will be provided at no cost to workers occupying such housing. •Workers provided with housing will be assigned to a specific housing unit by the employer and must occupy the specific housing unit assigned to them. Female workers will be provided with sleeping facilities shared with other female workers and toilet facilities in accordance with regulations. Workers are prohibited from moving from their assigned rooms or move beds from their assigned location. •Food preparation, eating, and other common areas may be shared by both genders. No tenancy in employer-provided housing is created in this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided with housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment. Employer provided housing will be clean and compliant with applicable housing standards when made for occupancy. Workers occupying employer provided housing will be responsible for maintaining the housing and their living areas in a neat, clean manner and for compliance with the employer's "Housing Occupancy Rules", attached. Failure to comply with these rules will result in disciplinary action as described in the attached "Work Rules and Disciplinary Procedures". •Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. •Workers eligible for and offered employer-provided housing may choose not to occupy such housing by signing a form declining the offered housing. Workers eligible for employer-provided housing may elect to provide their own housing at workers' expense. Such an election must be in writing. Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in the Clearance Order. A worker who elects to obtain his or her own housing and subsequently withdraws such election may not again elect to provide his/her own housing during the same employment period. •The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer provided housing who elect to provide their own housing. 			

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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

. Job Offer Information 31

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The employer will provide workers with inbound and outbound transportation and daily subsistence between the place of employment and the place of recruitment, as set forth in Section I, Paragraph 7(A) and (B).</p> <p>The employer will pay for charter bus services or other modes of transportation for the group of workers, or permit workers to choose their own means of transportation, including common carrier options.</p> <p>If the worker completes 50 percent of the work contract period, the employer will pay the worker for reasonable costs incurred for transportation and daily subsistence from the place from which the worker came to work for the employer, whether within the United States or from abroad, to the place of employment. The amount of the transportation payment will be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distance involved.</p> <p>For outbound transportation, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place of recruitment, consistent with applicable law. The amount of the transportation payment will be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distance involved.</p> <p>-For H-2A workers, the designated place of recruitment identified in the job order applies. If the worker completes the period of employment, the Company will provide or pay for the worker's transportation and subsistence from the place of employment to the place from which the worker came to work for the employer which is the place of recruitment. The recruitment location for reimbursement is based on where the applicant applied for and interviewed for the H-2A job opportunity. -For U.S. workers who reside outside a reasonable commuting distance, the place of recruitment is the worker's residence at the time of recruitment or the location where the worker applied and interviewed for the position.</p> <p>For workers recruited from outside reasonable commuting distance, the employer will reimburse the cost of inbound transportation and subsistence, including visa-related expenses, at or before the 50% point of the contract period, as required by law. If required by applicable law, reimbursement will occur no later than the end of the first workweek.</p> <p>The amount of daily subsistence reimbursement will be no less than the minimum rate established by the U.S. Department of Labor and no more than the published maximum amount.</p>			

. Job Offer Information 32

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Additional Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) * If the worker completes the period of employment, the Company will provide or pay for the worker's transportation and subsistence from the place of employment to the place from which the worker came to work for the employer which is the place of recruitment. The recruitment location for reimbursement is based on where the applicant applied for and interviewed for the H-2A job opportunity.</p>			

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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

. Job Offer Information 33

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The employer will offer the following voluntary and optional transportation options:</p> <ul style="list-style-type: none"> -23 15-passenger CalVans -9 7-passenger vans -5 2-passenger two-door trucks -33 5-passenger four-door trucks -8 51-passenger buses -3 52-passenger buses -1 43-passenger bus -2 39-passenger buses -3 35-passenger buses -4 29-passenger buses -1 27-passenger bus -9 26-passenger buses -6 22-passenger buses. <p>Free, optional, and voluntary transportation will be provided to and from employer-provided housing and the work sites. Travel time during such transportation is not compensated.</p> <p>Workers residing in employer-provided housing, as well as those who commute daily, may choose to drive their own vehicles to the worksite. The employer maintains a fleet of registered and properly insured vehicles, all identified and authorized for use under a valid Farm Labor Contractor (FLC) Certificate of Registration.</p> <p>Workers will be picked up from the housing location before the start of the workday and returned to the housing location at the end of the day.</p> <p>Transportation is provided at no cost to workers occupying company-provided housing and to commuting workers who elect not to reside in employer-provided housing. For commuting workers, transportation will be provided to and from one or more pre-designated pickup points and the daily worksite.</p>			

. Job Offer Information 34

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Attestation
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The employer attests to the following:</p> <ol style="list-style-type: none"> 1. The housing accommodations provided are fully compliant with all applicable housing health and safety standards as required by federal, state and local regulations 2. The accommodations are sufficient to house the number of workers requested under this job order 3. The number of beds, units, and total occupancy that the employer will secure for the workers is as follows: Total beds: 32 Total Units: 8 Total Occupancy: 30 4. All applicable state standards for agricultural worker housing located at public accommodations will be met. Any facility housing five (5) or more workers will be classified as a labor camp and will be inspected by the appropriate regulatory authority. 			

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