

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



A. Job Offer Information

1. Job Title * Housing Crew Workers							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		18	17	3. First Date * 9/18/2026	4. Last Date * 11/12/2026		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						☐ Yes ☒ No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
40	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	0	h. Saturday
						a. 7 : 00	☒ AM ☐ PM
						b. 3 : 30	☐ AM ☒ 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.)							
Crew Housing Worker Incident to and in conjunction with Sierra Cascade's farming operations on the farm, workers will perform secondary agriculture functions, as described at 29 C.F.R. 780.105(c), that include assisting with maintenance and upkeep of farmworker housing facilities, including stocking supplies, mopping, sweeping, garbage removal, laundry, and general clean-up to provide a high standard for safe and secure living conditions in compliance with applicable health and safety regulations.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 16 . 95		☒ HOUR ☐ MONTH		\$ _____		US Workers: \$16.95 per hour/H-2A Workers: \$16.90 per hour	
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? *						☐ Yes ☒ N/A	
10. Frequency of Pay: * ☐ Weekly ☒ Biweekly ☐ Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
☒ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		2	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
☐ a. Certification/license requirements		☒ f. Exposure to extreme temperatures	
☐ b. Driver requirements		☒ g. Extensive pushing or pulling	
☐ c. Criminal background check		☒ h. Extensive sitting or walking	
☒ d. Drug screen		☒ i. Frequent stooping or bending over	
☒ e. Lifting requirement <u>50</u> lbs.		☒ j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		☐ Yes ☒ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
Tulelake Butte Valley Fairgrounds, 800 Main Street			
2. City *	3. State *	4. Postal Code *	5. County *
Tulelake	California	96134	Siskiyou County
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) * (From the intersection of Hwy 139 and East West Road in Tulelake, proceed west approximately .4 miles to Main Street. Turn left and proceed approximately .2 miles to Tulelake Butte Valley Fairgrounds.			
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? *			☒ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *			
Tulelake Butte Valley Fairgrounds, 800 Main Street			
2. City *	3. State *	4. Postal Code *	5. County *
Tulelake	California	96134	Siskiyou County
6. Type of Housing (check only one) * ☒ Employer-provided (including mobile or range) ☐ Rental or public		7. Total Units * 9	8. Total Occupancy * 585
9. Identify the entity that determined the housing met all applicable standards: * ☐ Local authority ☒ SWA ☒ Other State authority ☐ Federal authority ☐ Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) * See Addendum C			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			☐ Yes ☒ N/A

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E. Provision of Meals

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

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

Workers occupying employer-provided housing without kitchen facilities will be provided three prepared meals per day seven days a week. At the employer's sole discretion, the noon meal may be delivered to the daily work site on work days.

A deduction of \$16.78 per day (or higher when/if the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request). Sierra Cascade will request the Department of Labor for permission to deduct a higher meal charge of \$22.50 per day for employer-prepared meals, such amount will be made from the paychecks of all workers occupying employer-provided housing. This deduction applies to employees who are offered meals beginning on the first day the worker occupies the employer-provided housing. This deduction will be made for each day the worker is assigned to such housing. No rebate will be made if a worker fails to take advantage of an employer-prepared meal.

2. The employer: *

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 16 . 78 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.)

The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance—including H-2A and domestic workers:

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

a. no less than

\$ 16 . 78

per day *

b. no more than

\$ 68 . 00

per day with receipts

G. Referral and Hiring Instructions



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

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

See Addendum C

2. Telephone Number to Apply *
+1 (530) 254-6210

3. Extension §
N/A

4. Email Address to Apply *
H2A@sierracascadenursery.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? *

☒ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

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

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



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(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 * Fortin	2. First (given) name * Steve	3. Middle initial §
4. Title * President/COO		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 7/17/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Sierra Cascade Nursery, Inc	17230 Valley View Drive Tulelake, California 96134 SISKIYOU COUNTY	(From the intersection of Main Street and East West Road in Tulelake, proceed west approximately 5 miles to Hill Road. Turn right and proceed approximately 4.6 miles to Valley View Drive. Turn left and proceed approximately 0.4 miles to trim shed on the left.)	9/18/2026	11/12/2026	17

D. Additional Housing Information

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.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>) *			
The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment/tools; housing or furnishings (beyond normal wear and tear) caused by the willful, dishonest, or grossly negligent conduct of the worker (if any)- The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; PPACA (if applicable); medical insurance payments if applicable; cash advances, if applicable; and deductions expressly authorized by the worker in writing (if any);			

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>) *			
This position requires a good understanding of the hospitality occupation. Must have 2 months of general hospitality work experience within the previous 2 years. The name and address or telephone number of the reference who can verify the worker's experience and performance will be required at the time of interview and written confirmation of experience in the form of a letter. General Specifications: Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 50 pounds in the course of performing required activities. Workers must listen to, understand and follow instructions of company supervisors and managers. Workers are expected to assist in maintaining work areas and company property in a neat and clean condition by not littering. Meals must be eaten in the assigned area(s) away from the employees work station.			

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Barracks style housing with 60 to 220 beds per dormitory, 9 dormitories, for a total maximum occupancy of 585 persons, plus common areas and bathroom facilities. Each worker will be provided with their own bed. Laundry facilities on site provided at no cost to the worker. Capacity to be used for this clearance order is 17 workers. Directions to housing: From the intersection of Hwy 139 and East West Road in Tulelake, proceed west approximately .4 miles to Main Street.			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Walk-in applicants will be accepted and processed at the Tulelake, California location. Walk-in applicants should bring with them original documentation of identity and employment eligibility, so that if an offer of employment is made the required pre-employment paperwork can be completed. Walk-in hours are from 9:00 AM to 1:00 PM Monday through Friday. Telephone or in-person interviews will be at no cost to workers. Persons may also apply by writing or calling the employers personnel office in Susanville, California at (530) 254-6210 and asking for Jacky Penaloza or Alexandra Reyes . Email: H2A@sierracascadenursery.com. Referral hours are from 9:00 AM to 1:00 PM, Monday through Friday. Telephone or in-person interviews will be at no cost to workers. Alternatively, workers may contact any state Job Service office and request referral to the employer. All referrals from State Workforce Agencies must be sent to the employer in writing by email and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will be accepted from Job Service personnel only. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the employer. Employer is enrolled in the E-Verify verification program. Employer will only continue to employ those workers newly hired who are confirmed through E-verify as eligible to work in the United States. Telephone Number to Apply: (530) 254-6210 Email Address to Apply: H2A@sierracascadenursery.com Website address (URL) to Apply: N/A			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will offer transportation at no cost to workers occupying company provided housing to the worksite and return on a daily basis. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary and workers are free to use their own transportation. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Employer.			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * For workers who complete 50 percent of the work period, the Employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the Company to the place of employment which is the place of recruitment, which for the H-2A workers is Avenida Benito Juarez Sur 1219 Plaza Lyvs, Local H Vicente Guerrero, Baja California, Mexico 22920. Sierra Cascade Nursery's Inbound/Outbound Transportation Procedures: Inbound Transportation: For H-2A workers, the employer will provide bus transportation from the place of recruitment to the Tijuana Consulate, at no cost to the employee. Sierra Cascade will then provide bus transportation from the point of entry (San Ysidro International Border) to the place of employment at no cost to the employee. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite. Outbound Transportation: For H-2A workers, the employer will provide bus transportation from the place of employment to the place of recruitment, at no cost to the employee. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment. Notwithstanding the language herein (i.e. reimbursement of inbound transportation and substance and visa cost at the 50% mark), the employer will reimburse inbound transportation, subsistence and/or visa costs before the end of the first week, if required by law (i.e. if such costs, if deducted from the employees pay would reduce the wage to below the federal minimum wage). If the employer advances inbound transportation costs to H-2A workers, it will also advance the inbound transportation cost to domestic workers who come to work for the employer from beyond a normal commuting distance. Subsistence for inbound and outbound transportation will be reimbursed at the rate of \$16.78 per day without documentation and of actual expenditures, and at actual cost up to a maximum of \$68.00 per day with documentation of actual expenditures. The reimbursement rate will be \$22.50 per day if the DOL approves a higher meal charge. The amount of reimbursement for transportation shall be the worker's actual cost, but not more than the most economical and reasonable common carrier transportation charges for the distance involved.			

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

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - REQUIRED DEPARTURE:
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.			

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - ARRIVAL/DEPARTURE RECORDS:
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * ARRIVAL/DEPARTURE RECORDS: Employees permit the employer and/or employer's agents to access electronically-issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections. During the travel described above (inbound and outbound transportation), the employer will pay for or reimburse daily meals by providing each worker: a.No less than \$16.78 per day (\$22.50 with higher meal charge) b.No more than \$68.00 per day with receipts			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - TRANSPORTATION AND DAILY SUBSISTENCE
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Workers will be picked up at the housing location at the beginning of the workday and driven to the worksite. At the end of the workday, the workers will be driven from the worksite to the housing location. Workers will be transported in the following vehicles: 4 school-type buses with a 56-passenger capacity, 2 school-type buses with a 51-passenger capacity, 3 school-type buses with a 48-passenger capacity, 3 vans with a 7-passenger capacity, 1 pick-up truck with a 6-passenger capacity, 23 pick-up trucks with a 5-passenger capacity, and 2 SUV's with a 5 person passenger capacity. Total capacity: 622 workers. Multiple trips will be taken if necessary.			

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - PROVISION OF MEALS
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
The employer will deduct for 3 meals a day, seven days a week because it assures that such meals will be provided. Deductions will be made only for meals provided by the employer. This deduction does not apply to employees residing in employer-provided housing in which full kitchen facilities are available and in which employees are expected to prepare their own meals in such facilities. In the event that company kitchen facilities become inoperable due to unforeseen circumstances, including but not limited to natural disasters, power outages, equipment failures, or other emergencies beyond the company's control, the company will ensure that employees are provided with three nutritious meals a day for as long as needed during such circumstances. This may include alternative arrangements such as meals obtained from state-regulated restaurants or providers, including local restaurants, or other appropriate vendors as determined by management. Employer will purchase and provide all meals. Sierra Cascade Nursery has its own kitchens with its own cooks who prepare 3 meals a day, 7 days a week for Sierra Cascade employees living in employer-provided housing without kitchens. Meals delivered to the field and shed sites will be properly stored at required temperatures. Specifically, when transporting food, Sierra Cascade Nursery complies with the CRFC (California Retail Food Code) for transporting hot and cold food i.e. insulated hot and/or cold food transportation containers made specifically for this purpose, such as Cambro's or comparable. Workers occupying employer-provided housing 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. If work temporarily stops due to weather or other unforeseen circumstances, employer may delay meal deductions until the next payroll cycle following the temporary unavailability of work. The employer: ☐ WILL NOT charge workers for meals. ☒ WILL charge each worker for meals at \$22.50 per day, per worker living in employee provided housing.			

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



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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Information Part I
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will offer housing: 1 set of bedding (mattress, blanket, sheets, pillow and pillow case), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. Workers will be assigned housing in the following housing facility: Tulelake Butte Valley Fairgrounds, 800 Main Street, Tulelake, CA 96134. Barracks style housing with 60 to 220 beds per dormitory, 9 dormitories, for a total maximum occupancy of 585 persons, plus common areas and bathroom facilities. Each worker will be provided with their own bed. Laundry facilities on site provided at no cost to the worker. Capacity to be used for this clearance order is 17 workers. Directions to housing: From the intersection of Hwy 139 and East West Road in Tulelake, proceed west approximately .4 miles to Main Street. Turn left and proceed approximately .2 miles to Tulelake Butte Valley Fairgrounds. Type of Housing: Employer-Provided. Identify the entity that determined the housing met all applicable standards: SWA, Other State authority. The following provisions apply to workers occupying employer-provided housing: Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The employer 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. Workers who elect to provide their own housing will not be offered daily transportation to and from the work site and transportation to and from shopping facilities, and must provide or arrange their own transportation. Workers who elect to provide their own housing will be responsible for their own meals, and are not eligible for employer-provided meals. 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 this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season. Free housing will be available to eligible workers. Workers provided housing will be assigned to a specific housing unit by the employer, at the employer's sole discretion, and may occupy only the specific housing unit assigned. Housing assignments may be changed during the period of employment as the needs of the nursery dictate and to make most efficient use of housing facilities. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas may be shared with male workers. No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all times. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.			

l. Job Offer Information 12

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Information Part II
3. Details of Material Term or Condition (up to 3,500 characters) * Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The Employer assures that all rental and/or public accommodations will be clean and meet applicable local, State or Federal Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean, and sanitary manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor). 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, dishonest, or grossly negligent conduct resulting in damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee. Family Housing: As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Siskiyou County to provide family housing. Mail intended for workers should be addressed to the worker in care of Sierra-Cascade Nursery, Inc., 472-715 Johnson Road, Susanville, CA, 96130. In case of emergency only, workers occupying employer-provided housing may be contacted by calling (530) 254-6210 and giving a message to the Human Resources office.			

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

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - EMPLOYER CONTACT INFORMATION
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
EMPLOYER CONTACT INFORMATION			
Sierra Cascade Nursery, Inc. (also referred to herein as “Sierra Cascade” “Employer” or “Company”) is headquartered in Susanville, California (472-715 Johnson Road, Susanville, CA 96130; Phone: (530) 254-6867) is a fixed-site grower which owns and/or controls its work sites. Sierra Cascade Nursery, Inc. is not a Farm Labor Contractor.			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB ORDER INFORMATION
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Job title: Housing Crew Workers: Secondary Agriculture Support for the Strawberry and Raspberry Trimmer Operations			
Workers Needed:			
a.Total: 18			
b.H-2A: 17			
The employer expects the total number of seasonal workers to be employed on the dates specified in this application to be approximately 18, of which 17 will be H-2A workers for which certification is requested. It is anticipated that at least 1 of the domestic workers will not require housing.			

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



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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Schedule
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Work Schedule			
The anticipated work week is Sunday through Saturday with an average of 40 hours per work week with employees working staggered daily schedules to cover this function 24/7 unless Acts of God or labor disputes make such a work week impracticable. A paid 10 minute rest break in the morning and afternoon and an unpaid 30-60 minute meal break. On work days of less than 6 hours no meal break will be provided if the employee has a signed meal waiver on file. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled meal break. Overtime work is expected, available frequently, and required except on Sundays and Federal holidays, where it is not required.. (Please see Wage section of this Clearance Order for wages paid for overtime in California.) The employer will abide by the seventh (7) day of rest rules. Starting and ending times will vary, with shifts ranging within the hours of 7:00 a.m. to 11:00 pm to 3:00 p.m. to 7:00 a.m. Meal and rest breaks will be staggered accordingly. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer. All workers not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information will be used to notify the worker not to report to work due to inclement weather or when work is not available or to notify the worker of any change in the worker's daily work schedule, or for any other reason. The work described in this Clearance Order is regular, full time work requiring all workers to be available for work on a daily basis for the anticipated period of employment described. This is not "day work". Tardiness and/or unexcused absences will not be tolerated, and will result in disciplinary action as set forth in the employer's employment policies.			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TRAINING AND PERFORMANCE STANDARDS:
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
TRAINING: The Employer will provide a one-day initial training from the initial date of employment and orientation period and will train throughout the season as job duties may vary.			
Performance Standards:			
a. Must act with respect to employer-designated representatives and following specific work-related instructions b. Must not commit acts of misconduct, such as severe or willful damage to housing, equipment, or fighting or willful injury to co-worker(s) or any other person c. Must not engage in work during the period of this contract for any person other than employer d. Must not violate any U.S., State, or local law e. Must not fail to report for work without justified cause f. Must not leave work without employer's permission g. Must not possess firearms or other weapons without prior employer authorization; and h. No drinking alcoholic beverages on the job or engage in other substance abuse.			

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



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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TERMINATIONS:
3. Details of Material Term or Condition (up to 3,500 characters) * TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct or fails to follow company rules set forth in the Employee Handbook; (c) fails, after completing any training or break-in period, to reach production standards when production standards are applicable; or (d) violation of company policies; (e) fails to properly perform the job duties after a reasonable period of on-the-job training (f) malingerers or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (g) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; and, (h) other job-related reasons. Three unexcused absences by the worker will be considered a job related reason for worker termination. Workers who become ill or injured for non-work-related reasons and are unable to perform essential functions of the job will be released for cause. Additional grounds for termination: Violation of Performance Standards and Company Policies: a.Failure or refusal after any break-in period to satisfactorily complete duties described in (job specifications) with reasonable diligence b.Failure to perform work in accordance with terms of this agreement c.Wanton disrespect to employer-designated representative and not following specific work-related instructions d.Committing an act of misconduct, such as severe or willful damage to housing, equipment, or fighting or willful injury to co-worker(s) or any other person e.Engaging in work during the period of this contract for any person other than employer f.Violating any U.S., State, or local laws g.Failure to report for work without justified cause h.Leaving work without employer's permission i.Possession of firearms or other weapons without prior employer authorization; and j.Drinking alcoholic beverages on the job or other substance abuse. Employer will apply the above standards on a nondiscriminatory basis as required by law. All employees must respect and follow company policies including any new or changed policies which may be communicated during the course of the season. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality. In the event of termination for medical reasons occurring after the arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place where the worker departed to the employer's place of employment. For H-2A workers coming from outside the United States, the law defines the place from where the worker departed to the employer's place of employment as the place of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - WAGE OFFER
3. Details of Material Term or Condition (up to 3,500 characters) * Wage offer: US Workers: \$16.95/hour/H-2A Workers: \$16.90/hour Workers will be guaranteed not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will guarantee the required wage for work performed in California \$16.95 (US) and \$16.90 (H2A) per hour, unless the wage methodology changes by government or legal action. Higher wage rates may apply during contract period based on experience, time spent working for this employer, market conditions and/or crop/job activity, but no less than the required wage rate. Employer assures that the required wage rate will be paid during the entire period of the work contract and at the time that work is performed. If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. Overtime wage rate: One and one-half times the required wage for work performed in California (\$16.95 (US) and \$16.90 (H2A) per hour, unless rescinded by court order or other action) is (\$16.90 (H2A)) at \$25.35 and (\$16.95 (US)) at \$25.43per hour.			

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Frequency of Pay:
3. Details of Material Term or Condition (up to 3,500 characters) *			
Frequency of Pay: Biweekly			
Workers will be paid biweekly by check, direct deposit, or by electronic Payroll Debit Card (employee's choice). The payroll period is Sunday through Saturday. Payday is Friday of the week following the end of the payroll period. Paychecks will be given directly to the worker, if still in the employment of the employer, mailed to the address on the worker's employment application or any more recent change of address notification provided by the worker, or directly deposited onto their reloadable debit paycard. Photo identification may be required to receive a paycheck. In the event it is necessary for someone other than the worker to pick up the worker's paycheck, an authorization form signed by the worker and approved by the worker's supervisor must be in the possession of the employer. When debit paycards are used the employer will pay for the initial card.			

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - PLACE OF EMPLOYMENT INFORMATION
3. Details of Material Term or Condition (up to 3,500 characters) *			
PLACE OF EMPLOYMENT INFORMATION			
Work will be performed at the employer's kitchen and housing facilities that support the strawberry plant trimming and packing facilities at the following locations:			
Tulelake Butte Valley Fairgrounds, 800 Main Street, Tulelake, CA 96134. (From the intersection of Hwy 139 and East West Road in Tulelake, proceed west approximately .4 miles to Main Street. Turn left and proceed approximately .2 miles to Tulelake Butte Valley Fairgrounds.			
17230 Valley View Drive, Tulelake, CA 96134. (From the intersection of Main Street and East West Road in Tulelake, proceed west approximately 5 miles to Hill Road. Turn right and proceed approximately 4.6 miles to Valley View Drive. Turn left and proceed approximately 0.4 miles to trim shed on the left.)			

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



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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Information Regarding Job Qualifications Part I
3. Details of Material Term or Condition (up to 3,500 characters) * Farm Labor Crew Housing work is principally performed in buildings, but also includes some outdoor work. This work may involve exposure to standard household and institutional cleaning agents, as well as various cleaning solutions that contain FDA & EPA approved materials. The Employer will comply with all worker protection standards and restrictions applicable to cleaning solutions and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by supervisors and managers. Indoor temperatures can range from below 50 degrees Fahrenheit to over 90 degrees Fahrenheit during the period of employment. Outdoor temperatures can range from 20 degrees F to over 100 degrees F during the period of employment and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal outdoor environment. Daily individual work assignments will be made by, and at the sole discretion of, the employer as the needs of the harvesting operation dictate. Workers must perform the assigned work and work at the assigned work locations, and may not switch assignments or work stations without the specific authorization of a company supervisor. Workers may be re-assigned to a different work locations at various times during the work day and/or on different days. Workers will be expected to comply with all provisions of this Clearance Order and the employer's work rules and policies, and to perform any and all assigned tasks in a professional and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors must sign in and out of company premises and housing upon arrival and departure and are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the work site, or left in vehicles at or adjacent to the work site during the work day. Workers arriving at work with non-working children or other non-workers will be sent home. Employees must not report for work, enter the work site or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform service, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The employer may require the worker to submit to a drug test at the employer's expense upon the occurrence of a reportable accident or upon reasonable suspicion. Drug Screening: Drug screening is post-offer, post-hire, can be random, and at no cost to the employee.			

v. Job Offer Information 22

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Information Regarding Job Qualifications Part II
3. Details of Material Term or Condition (up to 3,500 characters) * All safety rules, good agricultural practices, and instructions must be meticulously observed throughout the workday. All Employer rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. Failure to comply with Company policies and/or meet expectations will result in application of specified disciplinary procedures, up to and including termination. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work, which includes a Dispute Resolution Agreement (DRA) outlining procedures to follow in raising concerns to seek their prompt resolution with an option to arbitrate unresolved matters; the DRA will be provided to employees with a copy of the H-2A Contract/Clearance Order. The DRA does not preclude the Employee from filing claims with the America's Job Center of California offices (AJCCs) under the Employment Services Complaint System.			

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

H-2A Agricultural Clearance Order
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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - State all deduction(s)
3. Details of Material Term or Condition (up to 3,500 characters) * No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.			

x. Job Offer Information 24

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Meal deductions:
3. Details of Material Term or Condition (up to 3,500 characters) * Meal deductions: A deduction of \$16.78 per day (\$22.50 once approved by the Department of Labor or higher when the Department of Labor publishes the new maximum meal deduction rate) for employer-prepared meals will be made from the paychecks of all workers occupying employer-provided housing. This deduction applies to employees who are offered meals beginning on the first day the worker occupies the employer-provided housing. This deduction will be made for each day the worker is assigned to such housing. No rebate will be made if a worker fails to take advantage of an employer-prepared meal.			

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

y. Job Offer Information 25

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - WORKER'S COMPENSATION:
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * WORKER'S COMPENSATION: All employees are covered by workers compensation insurance in accordance with California law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the term of this contract period. The workers compensation policy is issued by Zenith Insurance Co. The policy number is M1309805, state reference number Z126840912. The policy is effective beginning 11/1/2025 and expires 11/1/2026, and is timely renewed each year. Name and address of policyholder: Sierra-Cascade Nursery, Inc. 472-715 Johnson Rd., Susanville, CA 96130 Person(s) and phone numbers(s) of person(s) to be notified to file claim: Supervisor or Human Resource Representative (530) 254-6867 Deadline for filing claim: 24 Hours or as soon as possible Employees may be put on modified/light work duty as a result of a work-related injury or illness. Modified/light duty activities will be in accordance with state law and related advisories.			

z. Job Offer Information 26

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

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