

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



A. Job Offer Information

1. Job Title * General Laborers							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		30	26	3. First Date * 10/13/2026		4. Last Date * 11/18/2026	
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	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday
							a. 5 : 00 ☒ AM ☐ PM
							b. 12 : 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.)							
General laborers are required to perform the following duties on the farm:							
1.Field Work: Workers will engage in cutting, washing, bagging, sealing, packing, and loading boxes, crates, or bins of the following produce: Cabbage							
2.Tractor and Machine Operation: Workers will operate tractors and machines for harvesting. The tractors have a gross weight capacity under 26,000 lbs; therefore, a commercial driver's license is not required.							
3.Product Washing: Workers will wash products when they are on tables or conveyor belts after cutting.							
4.Loading and Tying Products: Workers will load and tie products onto field trailers that are pulled by tractors.							
5.Crew Leader Assistance: Workers may assist the Foreman/Crew Leader with production duties as a Crew Leader Helper.							
6.Weeding and Thinning: Remove weeds by hand or with tools to prevent competition for resources. Thin crops by removing excess plants to allow for optimal spacing and growth.							
All duties listed above are to be performed on the farm.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 16 .90		☒ HOUR ☐ MONTH		\$ _____			
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>75</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 *			
GREENGATE FRESH LLP- Dan Andrews Farm Ranch 58, Copus Rd (N 35°05.027 W 119°14.857)			
2. City *	3. State *	4. Postal Code *	5. County *
San Emitidio	California	93311	Kern County
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) * Harvesting work will be performed in the fields in Kern County, California and consists of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the harvesting will be completed at the following locations, which are owned and/or operated by GREENGATE FRESH LLP (Growers). Grower Contact: Ricardo Mejia; Telephone: (831) 970-2486			
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 *			
Sunset Motel- 411 4th Street			
2. City *	3. State *	4. Postal Code *	5. County *
Taft	California	93268	Kern County
6. Type of Housing (check only one) * ☐ Employer-provided (including mobile or range) ☒ Rental or public		7. Total Units * 10	8. Total Occupancy * 30
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 living in housing without kitchen facilities will receive three meals per day by Tacos y Mariscos Casa Tabares. The employer will pay the Caterer directly for the meals. A deduction of \$16.78 per day (or higher when the Department of Labor publishes the new maximum meal deduction rate, or the Department of Labor approves a higher meal charge) for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing. The employer will provide 3 meals per day. Mealtimes may vary by the needs of the employee's work schedules. 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.)

Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site.

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.

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 (831) 443-4159

3. Extension §
N/A

4. Email Address to Apply *
h2a@aseguera.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 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

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

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

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

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

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

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

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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 8/27/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Hourly Wage Offer Information	\$ 16 . 90	Hour	For work performed in California, the company shall pay corresponding U.S. workers and H-2A workers a wage of \$16.90 per hour.
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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 §
GREENGATE FRESH LLP	Dan Andrews Farm Ranch 58, Copus Rd (N 3505.027 W 11914.857) San Emitidio, California 93311 KERN COUNTY		10/13/2026	11/18/2026	26

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>) * 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 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; medical insurance payments, if applicable; cash advances, if applicable; Cal Savers, retirement plan (if eligible); and deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted by law will be made.			

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>) * Two months of experience in harvesting vegetables. Cannot be color blind due to the need to distinguish colors of crops for proper ripeness and maturity, no smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work fields. Ability to communicate in English or Spanish is required for training and safety purposes. Work is performed outdoors in open fields and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal field environment. Temperatures can range from 50 degrees F to over 90 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.			

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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
3. Details of Material Term or Condition (up to 3,500 characters) * conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who are available at the time and place needed should be referred to the employer. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. The employment application is completed on the first day of work and on that day the crews will receive an orientation/training session. Training will be provided for 3 days from each workers initial date of employment. Workers will be compensated for the training session. 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, the Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer. Walk-in applications will be accepted at: 1099 Rogge Road, Salinas, CA 93906 Oseguera Referral Contact: Rosie Cruz, Contact Phone Number: 831-443-4155 Main Office Numbers: (Yuma & Salinas) Telephone: 928-726-1159 (Yuma) / 831-443-4155 (Salinas) Fax: 928-726-1165 (Yuma, AZ) / 831-443-4159 (Salinas, CA) Email address: h2a@aseguera.com Contact hours are Monday through Friday between 8:00 a.m. and 12:00 p.m. All referrals from State Workforce Agencies must be sent to the employer by email or telephone and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment. Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) required by law. All applicants must verify they possess the required work experience by providing a valid working telephone number and contact name of the former or existing employer so that employment experience may be verified. Telephone Number to Apply: Main Office - 928-726-1159 (Yuma) / 831-443-4159 (Salinas) Email Address to Apply: h2a@aseguera.com / Website address (URL) to Apply: N/A			

d. Job Offer Information 4

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 (up to 3,500 characters) * Job title: General Laborers Workers Needed: a.Total: 30 b.H-2A: 26 Oseguera seeks certification for 26 H2A workers. The total number of workers needed is 30. Of the 30 total workers, it is estimated that 4 will be domestic workers that do 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

e. Job Offer Information 5

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>) * A Oseguera Company, Inc. (also referred to herein as "Oseguera" "Employer" or "Company") is headquartered in Salinas, California (1099 Rogge Road, Salinas, CA 93906), Phone: 831-443-4155. Oseguera is a registered Farm Labor Contractor.			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TRAINING
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * TRAINING: Training will be provided for 3 days from each worker's initial date of employment.			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - PRODUCTION STANDARDS
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * PRODUCTION STANDARDS: Workers must be able to perform the job and its requirements as defined in this clearance order after a reasonable period of on-the job training. Production standard for employees will be based on the pace of machine and the quality of the commodity. 1.Workers in Cabbage harvest should be producing 750 lbs per hour per employee (3/4 of a bin per hour). PERFORMANCE AND SAFETY 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/injury 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.			

h. Job Offer Information 8

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 (<i>up to 3,500 characters</i>) * 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 (c) maligners or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) 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, (e) 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/injury, 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.			

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

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Contact Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Contact Information All employees not occupying employer-provided housing must provide the company with contact information before commencing employment. This contact information may be used to notify the worker not to report to work due to inclement weather or when work is not available, to notify workers of any change in the daily schedule, or for any other reason.			

j. Job Offer Information 10

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 (<i>up to 3,500 characters</i>) * Wage offer in California: \$16.90 per hour For work performed in California, the company shall pay corresponding U.S. workers and H-2A workers a wage of \$16.90 per 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. The Employer may pay a different wage but only if such wage change results in a wage equal to or higher than the AEWR or published prevailing rate, if any. Such different piece rates may apply during the contract period based on market conditions. Moreover, the Employer may pay an hourly rate higher than the AEWR based on the experience level of an employee, length of time employed with this employer, market conditions and/or based on crop/job activity. 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) 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. There is no piece rate for this contract. Overtime: Workers will be paid overtime after 8 hours per day and or 40 hours per week for work performed in California. The employer will abide by the seventh (7) day of rest rules. Overtime wage rate: One and one-half times the required wage for work performed in California (\$16.90 per hour) is \$25.35 per hour and \$33.80 for double time: i.e. double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) day of consecutive work in the workweek. Employer abides by DIR's overtime guidelines when paying a piece rate or Group Incentive Rate. Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates. Frequency of Pay: Weekly. Workers will be paid on a weekly basis by check. Payday is Thursday of the week following the end of the payroll period.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - WORKER'S COMPENSATION
3. Details of Material Term or Condition (up to 3,500 characters) * All employees are covered by workers' compensation insurance in accordance with California laws. 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 contract period. Insurance coverage is provided by State Compensation Insurance Fund of California The policy number is: 9367301-2025 The Policy is effective beginning 9/22/2025 and expires 9/22/2026. Name and address of policyholder: A. Oseguera Company 1099 Rogge Rd, Salinas, CA, 93906 Person(s) and phone numbers(s) of person(s) to be notified to file claim: Hilda Oseguera 831-443-4155 (Salinas, CA) Deadline for filing claim: 24 hours or as soon as possible Employees may be placed on light/modified duty as a result of a work-related injury or illness. Such duties will be in accordance with state law and related advisories.			

l. Job Offer Information 12

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 (up to 3,500 characters) * The normal workweek is 7 hours per day Monday – Friday and 5 hours Saturday (40 hours per week). The employer may offer extra hours on Saturday but is not a requirement to work. The minimum normal workweek is 7 hours per day Monday – Friday and 5 hours Saturday (40 hours per week). The employer may offer extra hours throughout the work week but is not a requirement to work. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays. The Employer abides by California Wage Order 14. (i.e., Agricultural employees are generally entitled to time and one-half pay for the first eight hours worked on the seventh consecutive day of work and double-time pay for all work performed in excess of eight hours on the seventh consecutive day of work.) The employer will abide by the seventh (7) day of rest rules. The work described in this Clearance Order is regular, full-time work requiring all workers to be available for work on a daily basis. 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. The normal shift is 7 working hours Monday through Friday and 5 working hours on Saturday. The normal working hours will be 5:00 a.m. to 12:30 p.m., Monday through Friday, and 5:00 a.m. to 10:30 a.m. on Saturday. Start and stop times may vary throughout the season. Work may start as early as 2:00 a.m. End times will depend on the start time. Work may end as late as 6:30 p.m. for shifts that begin at 11:00 a.m. Start and end times may vary depending on the time of year, hours of daylight, weather, production requirements, and when the first load is expected at the cooler. An unpaid lunch break of 30 minutes and two paid 10-minute work breaks are provided. On workdays of less than 5 hours, no lunch break will be provided. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break. 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. Workers will be notified of any change in the start time. All employees not occupying employer-provided housing must provide the Company with contact information before the worker commences employment. This contact information may be used to notify the worker not to report work due to inclement weather or when work is not available or to notify the workers of any change in the worker's daily schedule, or for any other reason.			

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 - Job Duties 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * CABBAGE Cutting Cutting is performed by walking in uneven furrows in front of the harvesting platform machine. Workers determine the size and quality of the product to be harvested. Using a harvesting hand knife and bending at the waist, the worker cuts the lettuce at the roots and trims excess, damaged, or quality-compromising leaves. They further examine the product for defects before placing it on the packing table. Workers will discard any rotting or overripe lettuces as needed. Packing The packer further examines the product for defects and performs one or a combination of the following actions: spot washing, applying a clip, sorting, bagging, sealing, and packing the product into the required pack style or carton. The packer selects the appropriate box, marks it with a colored crayon indicating the crew designation and pack style, and adds their personal packer identification number. The finished product is inspected, placed into the carton according to specifications up to the correct count, and then the carton is closed and pushed onto a conveyor that transports it to the box maker. Bagging, sealing, and packing may involve multiple packing styles simultaneously. Box Making The box maker constructs cartons and assembles plastic totes by unfolding and bending the material to form a box while ensuring the packaging material is free of contaminants and undamaged. This process is repeated as necessary. The box maker ensures boxes are properly closed, places corresponding tracking labels on them, carries carton bundles, and transfers finished cartons or totes to the loader for palletization. The box maker ensures packers have an adequate supply of cartons throughout the day and maintains a clean work area. They may assist loaders with stacking boxes, securing loads, and/or cutting until enough product has been harvested. Loading The loader stacks finished boxes onto pallets on the deck of the harvester or trailer, separating pallets by box size, and ensuring the weight is properly distributed with the trace-back sticker facing outward. The loader secures the load with V-boards, corner boards, and/or straps once the required number of cartons is reached before transferring the load to the trailer for transport to the cooler. Cartons or totes with the product can weigh up to 60 lbs., and pallets can weigh up to 75 lbs. and are handled by the tractor driver and/or machine operator.			

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 Duties 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * CABBAGE Machine Operation The machine operator drives the harvesting machine safely throughout the workday, coordinating movements with the cutters through the fields while remaining at the controls and maintaining awareness of surroundings to identify safety hazards. The operator must make machinery adjustments safely according to the commodity being harvested throughout the season. They conduct a pre-inspection of the machine at the start of the shift, immediately report any mechanical problems to the supervisor, and document these on the inspection form. At the start of the day, the machine operator prepares the machine for harvesting, sets up necessary materials and pallets, enters pack style information into the PTI machine, and correctly places trace-back stickers on cartons. They also identify and move left-behind irrigation pipes as needed. The machine operator adjusts, maintains, and implements machinery attachments for the next day's harvest and recommends efficiency improvements to mechanics and fabricators. At the end of the day, the machine operator cleans and sanitizes all contact surfaces of the machine and performs a weekly wash of the machine frame. They must be able to lift pallets weighing up to 75 lbs. Tractor Driving The tractor driver operates the tractor safely throughout the workday, maintaining awareness of surroundings and identifying safety hazards. They conduct a pre-inspection at the start of the shift or when changing tractors, report any mechanical problems to the supervisor immediately, and document these on the inspection form. In coordination with the machine operator, the tractor driver provides harvesting crews with trailers and handles the loading and unloading of packaging materials. They ensure completed pallets are properly secured before transporting them to the truck driver for distribution to the cooling facility. They may cover loads with plastic liners to protect finished cartons from inclement weather and replenish the harvester with pallets and packaging materials as needed. The tractor driver may also assist with load transfers, moving toilet/handwashing stations, and water trailers.			

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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 - Job Duties 3
3. Details of Material Term or Condition (up to 3,500 characters) * Weeding and Thinning – All Vegetable Crops Weeding: •Purpose: To remove unwanted plants (weeds) that compete with the vegetables for nutrients, water, and sunlight. •Tasks: oIdentify and remove weeds by hand or using tools such as hoes or weed pullers. oEnsure the removal of weeds around the base of vegetable plants to avoid competition for resources. oDispose of weeds properly to prevent regrowth. oRegularly inspect rows or beds for new weed growth and address promptly to prevent spread. oAll weeding work will follow Federal and CA Regulations, including compliance with short-handled hoe regulations. Weeding of hand is occasional/intermittent (less than 20% of weekly work time). Thinning: •Purpose: To reduce overcrowding and ensure adequate space for healthy growth of the crops. •Tasks: oAssess the spacing of crops to determine which plants need to be removed. oRemove excess seedlings or plants (by hand or with small tools) to ensure the remaining plants have enough room to grow to their full potential. oMake sure the remaining plants are spaced according to the recommended distance for optimal growth. oDispose of thinned plants or compost them, if suitable. Skills & Qualities: •Knowledge of vegetable crop spacing and growth patterns. •Physical stamina for bending, kneeling, and working in various weather conditions. •Ability to differentiate between crops and weeds. •Attention to detail to ensure proper plant development. •Workers must follow instructions from supervisor/team leader on the employer's agricultural methods and practices, use common equipment and tools to successfully perform the work, and help others as part of a work crew. Work performed by these employees is closely monitored, tracked, and assessed for quality, accuracy, and production results.			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 4
3. Details of Material Term or Condition (up to 3,500 characters) * Carpool and/or CalVan Driver Specifications: Van Drivers will drive a minority of the work hours in this contract. (i.e. approximately 1-2 hours per day). At the end of the contract, drivers will have driven less than 50% of the total work hours, and thus, less than 50% of the total work days. Consequently, driving is not a primary job duty in this job order. Employee may drive passenger vehicle or calvan over the road. Employee will drive designated vehicles to transport workers to and from housing and worksite locations. Employee will be responsible for filling vehicle with gasoline and keeping vehicle clean. Employee will be required to complete and process periodic driving reports. Employee will be required to follow all traffic laws and vanpool rules. In order to drive, employee must possess a valid drivers' license (state issued) and must be able to pass Class B Physical exam and register as an FLCE driver. Employee will be responsible for the cost of the driver's license. The employer will be responsible for the cost of the registration as an FLCE driver (if any) and for the cost of a driver's license if required. All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a driver's license (DL) and register as an FLCE driver on a voluntary basis. The DL and FLCE Certificate is not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a DL or FLCE Certificate at the time of application and/or hiring. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to obtain a DL or FLCE certificate. Carpool and CalVan drivers may be H-2A or corresponding domestic workers. The employer assures that employees who drive the Carpools and CalVans are compensated for their time driving. Drivers perform MSPA and related paperwork (i.e., logging) as required by law which they are compensated for. The Carpool and CalVan driving job duty is not a different job and when not driving, they will be performing harvest work, field sanitation work and/or agricultural equipment operator duties. Drivers pick up workers from the housing sites/pick up points and drop them off at the worksite. At the end of the workday, the driver takes the workers back to the housing sites/pick up points. Drivers are also responsible, during the workday, for filling the vehicle with gasoline and keeping it clean. The employer assures that drivers are paid the AEWR for actual driving time and to the extent applicable, processing paperwork, trips to the gas station, and cleaning the vehicle.			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will include buses and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use. Voluntary Daily Transportation Plan: •Employer will have 45 vehicles available to transport workers from the housing locations to the place of employment and back, daily: 1 2003 Bluebird (40 passenger bus); 1 2000 Chevrolet BSeries Bus (43 workers); 1 2001 Chevrolet B7t (45 workers); 1 1998 Chevrolet B7000 (39 workers); 1 1995 Chevrolet Blue Bird 40 passenger Bus (38 workers); 1 2003 Ford Econoline Buses (15 workers each); 1 1997 Ford Econoline Bus (15 workers); 1 2006 Ford Econoline Bus (15 workers); 1 2000 GMC Bluebird 40 passenger bus (43 workers); 1 2000 GMC Bluebird 40 passenger bus (30 workers); 1 1991 International 3000 2800 (39 workers); 1 1998 International 300 3800 (41 workers); 1 1999 International Bus (27 workers); 2 International 3000 Series School Buses (47 workers each); 1 2009 International 2999 Series School Bus (47 workers); 1 1998 International 3000 Series School Bus (41 workers); 1 2001 Freightliner Bluebird Bus (37 workers); 1 2001 Chevrolet Bluebird B7 (41 workers); 1 2011 Freightliner Bluebird Bus (37 workers); 1 2007 International 3000 Series School Bus (47 workers); 1 2002 GMC B7000 (43 workers); 1 2008 Chevrolet Goshen B5500 Bus (29 workers); 1 2008 Chevrolet C4500 C4V0 (25 workers); 1 2007 Ford Bus (22 workers); 1 2008 Chevrolet Goshen Bus C5500 (33 workers); 1 2010 Freightliner Bluebird Bus (45 workers); 1 2010 Freightliner Bluebird Bus (35 workers); 1 2009 GMC Goshen Bus C5500 (32 workers); 1 2008 GMC Goshen Bus C5500 (32 workers); 1 2009 International CE300 (37 workers); 1 2013 Thomas Bus (45 workers); 1 2014 Bluebird Bys (43 workers); 1 2013 Bluebird Bus (44 workers); 1 2012 Bluebird Bus (41 workers); 1 2012 Thomas SafTLiner Bus (45 workers); 1 2012 Thomas SafTLiner Bus (45 workers); 1 2012 Thomas SafTLiner Bus (49 workers); 1 2012 Thomas SafTLiner Bus (49 workers); 1 2011 Bluebird Bus (32 workers); 1 2012 Freightliner SafTLiner Bus (43 workers); 1 2017 Freightliner SafTLiner Bus (45 workers); 1 2017 Freightliner SafTLiner Bus (45 workers); and 1 2017 Freightliner SafTLiner Bus (46 workers). •The pre-designated pickup points are located at the housing addresses. •The vehicles will be used to transport workers from housing to the places of employment listed on the present job order at the beginning of the day, and back to the housing at the end of the day, every working day. •The working hours will be 5:00 a.m. to 12:30 p.m. or as early as 2:00 a.m. ending at 9:30 a.m., Monday through Friday. The working hours on Saturday will be 5:00 a.m. to 10:30 a.m. or as early as 2:00 a.m. ending at 7:30 a.m. Start and end times vary depending on the time of year, hours of daylight, weather, production requirements, and when the first load is expected at the cooler. Pick-up and drop-off times vary based on work start and end times. Employees are notified of changes in pick-up times. •For workers living at housing equipped with full kitchen facilities, buses will be used to provide transportation to the grocery store at least once a week.			

r. Job Offer Information 18

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers are free to provide their own transportation to and from the daily work site. The employer will pick up workers at the housing facility before the start time and will drop off workers at the housing facility at the end of the workday. Pickup and drop off times vary with the start and end times as stated in this contract. Workers will be notified of any changes to the pickup time. Employer may at its discretion register/orient and/or take employees to the Social Security Administration Office once they arrive and we are given an appointment by the agency.			

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound and Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * 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 which is the place of recruitment. Place of recruitment for the H-2A workers is Oaxaca, Jalisco, Michoacan, Vera Cruz, Chiapas, Guerrero, San Luis, Sonora, Mexicali, and Guanajuato, Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers. Notwithstanding the language in the preceding paragraph (i.e., reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e., If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.) Inbound: The Employer will provide bus transportation to travel from the place of recruitment (Oaxaca, Jalisco, Michoacan, Vera Cruz, Chiapas, Guerrero, San Luis, Sonora, Mexicali, and Guanajuato, Mexico) to the Tijuana Border, at no charge to the workers. Then the Employer will provide bus transportation for the workers to travel from the Border to the place of employment, at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. 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: The Employer will provide a bus for the workers to travel from the place of employment to the place of recruitment, at no charge to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. 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. The day after the last day worked is the day of departure after the employer inspect housing for damages and to ensure workers do not leave behind their belongings. The subsistence rate during inbound and outbound transportation is \$16.78 per day without receipts and \$68.00 with receipts. 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. 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.			

t. Job Offer Information 20

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Information
3. Details of Material Term or Condition (up to 3,500 characters) * Sunset Motel- 411 4th Street, Taft, California 93268. (Kern County) 26 workers in 10 units. Total Capacity: 30 Each housing unit has an individual storage for personal belongings for each employee. Each worker will receive their own bed. They will also receive one blanket, a set of sheets, pillow, and pillowcase. Laundry is located on site. If laundry is coin operated, or if laundry machines become unavailable, workers will be provided a \$6 weekly stipend for laundry. Catering: Tacos y Mariscos Casa Tabares Point of Contact: Andres Tabares (661)623-5976 The employer attests to the following: The public accommodations are compliant with the applicable housing health and safety standards set forth by the regulations in 20 CFR 655.122(d)(1)(ii). The units rented are sufficient to accommodate the number of workers requested. We attest that a local inspection is not required and that housing meets federal and state health and safety standards. The employer will offer housing, bedding (mattresses, blankets, sheets, pillows, and pillowcases), 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. The employer provides free housing which meets all applicable standards. A copy of the housing contract is 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 meet local, State or Federal Standards and all employer-provided housing will meet all SWA standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean 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). Employer will accept non-local domestic workers and offer housing to all workers who qualify for the job and come from beyond a regular commute distance. However, local domestic workers who live within a commute distance of the worksites are not offered housing.			

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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Family housing:
3. Details of Material Term or Condition (up to 3,500 characters) * 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 Kern County, California to provide family housing. Workers may be reached at the following address and phone number: ADDRESS: 1099 Rogge Road, Salinas, CA 93906 PHONE: (831)443-4155 Mail intended for workers should be addressed to the address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above. Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such 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 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. 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. Workers who elect to provide their own housing will not be offered or provided transportation from their elected housing to pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working. The Employer may utilize the services of a carpool/van service using CalVans, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use. Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing 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 time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment. 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. 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.			

v. Job Offer Information 22

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will deduct for 3 meals a day because it assures that such meals will be provided by the employer. Deductions will be made only for meals provided by the employer. Tacos y Mariscos Casa Tabares point of contact full name: Andres Tabares (661)623-5976			

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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 - Job Requirements 1
3. Details of Material Term or Condition (up to 3,500 characters) * This work may entail exposure to plant pollens, insects, and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times. Harvester would constantly handle crops using both hands to pick. Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 55 pounds in the course of performing required activities. Repetitive hand, wrist and finger movements are required. Considerable dexterity is necessary if worker is to maintain a rapid pace during the day. Workers must be able to listen, understand, and follow instructions of company supervisors and managers. General Specifications: Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictate. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations. Specifically, workers will be expected to perform any and all of the listed tasks assigned to the worker in a professional and efficient manner while maintaining the work pace of the crew. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times. Instructions and general supervision will be provided by a designated crew leader or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times. All workers will be evaluated by their supervisor(s) after seven days of actual harvesting with respect to factors such as ability to maintain sufficient pace, to correctly identify the product for harvesting and similar factors. Workers whose job performance is sloppy, inconsistent, inefficient, or improper may be terminated for cause. All safety rules and instructions must be meticulously observed throughout the workday. All 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. All Food Safety rules must be adhered to, including gloves. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.			

x. Job Offer Information 24

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements 2
3. Details of Material Term or Condition (up to 3,500 characters) * No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no children may be present at or adjacent to the worksite or left in vehicles at or adjacent to the work site, or in Company provided housing during the workday. Workers arriving to work with, or other non-workers will be sent home. Employees must not report for work, enter the worksite, 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 services, 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 Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy. Drug screening is post offer, can be random, and is at no cost to the employees. Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include single wheeled cart, and gloves, and blade to perform the job. The reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. 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 such it can be shown that shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.			

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H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	2. Name of Section or Category of Material Term or Condition *	- Cont. Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) *		
*SNAP PEAS / GREEN BEANS General Duties: All duties are performed on the farm. The harvesting machine harvests snap peas / green beans in varying weather conditions. Harvesting is done by machines that separate the peas / beans from the plant. Workers will cut, pinch, sort, and load snap peas / green beans onto a conveyor belt, where employees sort quality beans into bins on the field trailer. Bins are then tied and secured on the field trailer, which is pulled by a tractor to the end of the field and transferred to a refrigerated van trailer hauled by domestic drivers. A pallet jack is used to move pallets from the field trailer to the refrigerated van trailer (reefer). Workers may assist as Crew Leader Helpers to aid the Foreman/Crew Leader with production. Harvest is done by standing or kneeling on crop bed or furrow. The employee determines the size and quality of the product to be harvested. The employee picks the appropriate quality pod from the plant using his/her hands and places it in a plastic tote. Once the totes contain the desired amount of product, the harvester carries tote to inspection table. Product is inspected to confirm quality is within spec. Once approved, weight of product is registered to employee. Machine Operation The machine operator drives the harvesting machine safely throughout the workday, coordinating movements with the cutters through the fields while remaining at the controls and maintaining awareness of surroundings to identify safety hazards. The operator must make machinery adjustments safely according to the commodity being harvested throughout the season. They conduct a pre-inspection of the machine at the start of the shift, immediately report any mechanical problems to the supervisor, and document these on the inspection form. At the start of the day, the machine operator prepares the machine for harvesting, sets up necessary materials and pallets, enters pack style information into the PTI machine, and correctly places trace-back stickers on cartons. They also identify and move left-behind irrigation pipes as needed. The machine operator adjusts, maintains, and implements machinery attachments for the next day's harvest and recommends efficiency improvements to mechanics and fabricators. At the end of the day, the machine operator cleans and sanitizes all contact surfaces of the machine and performs a weekly wash of the machine frame. They must be able to lift pallets weighing up to 40 lbs. Tractor Driving The tractor driver operates the tractor safely throughout the workday, maintaining awareness of surroundings and identifying safety hazards. They conduct a pre-inspection at the start of the shift or when changing tractors, report any mechanical problems to the supervisor immediately, and document these on the inspection form. In coordination with the machine operator, the tractor driver provides harvesting crews with trailers, loading and unloading packaging materials from the machine to the trailer. They ensure the completed bins are properly secured before transporting them to the truck driver for distribution to the cooling facility. They may cover loads with plastic liners to protect the finished product from inclement weather and replenish the harvester with bins and packaging materials as needed. The tractor driver may also assist with load transfers, moving toilet/handwashing stations, and water trailers.		

z. Job Offer Information 26

1. Section/Item Number *	2. Name of Section or Category of Material Term or Condition *	- Cont. Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) *		
Forklift Operation The forklift operator offloads empty bins from the trailer and loads them onto the field trailer for harvesting operations. When bins become full, the tractor driver and machine operator guide the harvesting machine to the edge of the lot. The forklift operator then offloads full bins and replaces them with empty bins to continue the harvesting operation. The forklift operator stacks full bins three high and prepares them for customer delivery. They install V-boards, tie-downs, and ropes to secure the product safely to the trailer. The forklift operator complies with all safety protocols, organizes and maintains forklift maintenance documentation, and reports any issues to the crew supervisor. Pallet Jack Operation The pallet jack operator transfers empty bins from the reefer trailer to the field trailer for harvesting operations. When bins become full, the tractor driver and machine operator guide the harvesting machine to the edge of the lot. The pallet jack operator transfers full bins and replaces them with empty bins to continue the harvesting operation. The pallet jack operator then transfers the full bins onto the reefer trailer and prepares them for customer delivery. They install V-boards, tie-downs, and ropes to secure the product safely to the reefer trailer. The pallet jack operator complies with all safety protocols, organizes and maintains pallet jack maintenance documentation, and reports any issues to the crew supervisor."		

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