

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



A. Job Offer Information

1. Job Title * Field Worker							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		99	90	3. First Date * 11/12/2026		4. Last Date * 4/11/2027	
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 *	
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday
						a. 6 : 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.)							
Field Worker (Artichoke, Broccoli, Brussels sprouts, Cauliflower, Celery, Fennel, Head Lettuce, Mix Lettuce, Romaine Lettuce, Romaine Hearts and Spinach) to perform the following duties:							
All work is performed in the field and on a farm. Workers may harvest, carry, bag, pack, seal, and load fresh agricultural products in the field and may perform multiple pack styles simultaneously. Workers may also operate, inspect, clean, sanitize, and perform routine maintenance on tractors, harvesting equipment, and field sanitation facilities. Workers will receive specific instructions regarding assigned duties and expected results. All work is performed under the direction and close supervision of Foremen, Field Supervisors, and/or customer representatives. Workers are expected to meet production requirements while performing all assigned duties in accordance with company policies and customer quality, sanitation, safety and food safety standards. To meet operational and production needs, workers may be temporarily or permanently assigned or reassigned to different crews and/or job positions for worker relief, operational support, production demands, training, or other legitimate business reasons consistent with program requirements. Crew and job assignments are made solely by the Foreman and/or Supervisor based on operational and production needs. Workers may not change crews or positions without prior authorization from the Foreman or Supervisor or unless otherwise approved for a legitimate business reason. Workers may occasionally perform duties that are incidental to, but not the primary focus of, their assigned position. Such duties will be temporary in nature and directly related to agricultural operations. Workers are expected to perform all assigned tasks safely, professionally, efficiently, and at a pace consistent with crew operations.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 16 .90		☒ HOUR ☐ MONTH		\$ 00 .00		\$16.90/hour for work performed in California.	
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>90</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) 2 months verifiable agricultural experience in any of the commodities harvested in the Job Order in the last 2 years. Drug testing is conducted at employer's expense: post hire, but prior to the worker beginning work on the contract, upon reasonable suspicion, post-accident and at random or periodically. Must be able to understand work & safety instructions in English or Spanish, the languages spoken and written in the workplace.			

C. Place of Employment Information

1. Place of Employment Address/Location *			
Ocean Mist Harvesting - Jackson Street & Avenue 62			
2. City *	3. State *	4. Postal Code *	5. County *
Coachella	California	92236	Riverside County
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
The employer reserves the right to move workers between worksites as needed. (Wool Ranch)			
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 *			
Indio Holiday Motel - 44301 Sun Gold Street			
2. City *	3. State *	4. Postal Code *	5. County *
Indio	California	92201	Riverside County
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☐ Employer-provided (including mobile or range) ☒ Rental or public		14	70
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.)

Meals Provided: Workers residing in employer-provided housing without kitchen facilities will be offered three meals per day, seven days per week. On workdays, the noon meal may be provided at the worksite.

The employer will charge up to the maximum daily meal charge permitted by the U.S. Department of Labor for employer-provided meals, unless a higher amount is approved.

Meal charges will be deducted only for days on which meals are provided and made available to the worker, beginning on the first day the worker occupies employer-provided housing. No deduction will be made for meals not provided. No refund will be issued for meals offered but not consumed.

Employer has a Catering Agreement in place with Pan Comido, LLC. Point of Contact: Juan Bautista, direct phone number (831) 970-8491, to prepare and provide three meals a day. The employer will be responsible for paying the vendor directly for the meals served.

2. The employer: *	☐ WILL NOT charge workers for meals.			
	☒ WILL charge each worker for meals at <table border="1"><tr><td>\$</td><td>16</td><td>.</td><td>78</td></tr></table> per day, if meals are provided.	\$	16	.
\$	16	.	78	

F. Transportation and Daily Subsistence

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

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

See Addendum C

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

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

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	<table border="1"><tr><td>\$</td><td>16</td><td>.</td><td>78</td></tr></table>	\$	16	.	78	per day *
	\$	16	.	78			
b. no more than	<table border="1"><tr><td>\$</td><td>68</td><td>.</td><td>00</td></tr></table>	\$	68	.	00	per day with receipts	
\$	68	.	00				

G. Referral and Hiring Instructions



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

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

Applicants should carefully review the job duties, qualifications, and terms of employment before contacting the Employer or requesting a referral. Only applicants who are able, willing, qualified, legally authorized to work in the United States, and available to perform the work for the entire contract period, with or without reasonable accommodations, should apply or be referred. The Employer accepts referrals from all State Workforce Agencies (SWAs) and applications from all qualified sources. Interviews will be conducted by telephone or in person at no cost to the applicant, and the Employer will make every reasonable effort to schedule interviews promptly. To apply or schedule an interview, email info_premier_packing@smartrecruitpro.com or visit form.jotform.com/UDWSS/premier-packing-coachella. The point of contact is Virginia Munoz. Contact hours are Monday through Friday, 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m. The office is closed from 12:00 p.m. 1:00 p.m. for lunch and on observed holidays or company closures. No worker may begin work or occupy employer-provided housing until all required employment eligibility documents have been completed in accordance with federal law. All selected applicants must attend an orientation and training session before beginning work.

2. Telephone Number to Apply *

N/A

3. Extension §

N/A

4. Email Address to Apply *

info_premier_packing@smartrecruitpro.com

5. Website Address (URL) to Apply *

form.jotform.com/UDWSS/premier-packing-coachella

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), 655.501(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 * Alderete	2. First (given) name * Ronnie	3. Middle initial §
4. Title * President		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 9/2/2026
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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 §
Ocean Mist Harvesting	Desert Ranch Main Road & State Highway 86 Brawley, California 92228 IMPERIAL COUNTY	DR 11 Trifolium Extension Gate 60	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Desert Ranch Main Road & State Highway 86 Brawley, California 92228 IMPERIAL COUNTY	DR 11E Trifolium Extension Gate 59	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	State Highway 86 Brawley, California 92227 IMPERIAL COUNTY	DR 2 N Trifolium Extension Gate 50	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	State Highway 86 Brawley, California 92227 IMPERIAL COUNTY	DR 3 N Trifolium Extension, Gate 50	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	State Highway 86 Brawley, California 92227 IMPERIAL COUNTY	DR 3 NE Trifolium Extension Gate 50	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Barth Road Brawley, California 92228 IMPERIAL COUNTY	DR 4 E Trifolium Extension Gate 56	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Barth Road Brawley, California 92228 IMPERIAL COUNTY	DR 5 Trifolium Extension Gate 56	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Boarts Road, Hovley Road & Baughman Road Westmorland, California 92281 IMPERIAL COUNTY	Spruce 4 Gate 92	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Boarts Road, Hovley Road & Baughman Road Westmorland, California 92281 IMPERIAL COUNTY	Spruce Gate 88 N	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Boarts Road, Hovley Road & Baughman Road Westmorland, California 92281 IMPERIAL COUNTY	Spruce Gate 88 S	11/16/2026	4/11/2027	20

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ocean Mist Harvesting	Forrester Road Westmorland, California 92281 IMPERIAL COUNTY	Thorn Gate 30	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Pallet Road & Walker Road Brawley, California 92227 IMPERIAL COUNTY	Trifolium 10 Gate 199 E	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Pallet Road & Walker Road Brawley, California 92227 IMPERIAL COUNTY	Trifolium 10 Gate 199 W	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	W Bannister Road & State Highway 86 Westmorland, California 92281 IMPERIAL COUNTY	Trifolium 15 Gate 282	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	State Highway 86 & Vandal Road Westmorland, California 92281 IMPERIAL COUNTY	Trifolium 15 Gate 282 A	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	W Bannister Road & Vandal Road Westmorland, California 92281 IMPERIAL COUNTY	Trifolium 15 Gate 284	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	W Bannister Road & Vandal Road Westmorland, California 92281 IMPERIAL COUNTY	Trifolium 16 Gate 302 N	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	W Bannister Road & Vandal Road Westmorland, California 92281 IMPERIAL COUNTY	Trifolium 16 Gate 302 S	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	W Bannister Road & Vandal Road Westmorland, California 92281 IMPERIAL COUNTY	Trifolium 16 Gate 303	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	W Bannister Road & Vandal Road Westmorland, California 92281 IMPERIAL COUNTY	Trifolium 16 Gate 304	11/16/2026	4/11/2027	20

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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 §
Ocean Mist Harvesting	State Highway 86 & Bannister Road Westmorland, California 92281 IMPERIAL COUNTY	Trifolium 16 Gate 304 A	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	W Bannister Road & Forrester Road Westmorland, California 92281 IMPERIAL COUNTY	Trifolium 5 N Gate 93	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	W Bannister Road & Forrester Road Westmorland, California 92281 IMPERIAL COUNTY	Trifolium 5 N Gate 93 A	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Forrester Road & Cady Road Westmorland, California 92281 IMPERIAL COUNTY	Westmorland Gate 12 N	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Forrester Road & Cady Road Westmorland, California 92281 IMPERIAL COUNTY	Westmorland Gate 12 S	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Forrester Road & Cady Road Westmorland, California 92281 IMPERIAL COUNTY	Westmorland Gate 16	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Baughman Road Westmorland, California 92281 IMPERIAL COUNTY	Westside Main Gate 87 N	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Baughman Road Westmorland, California 92281 IMPERIAL COUNTY	Westside Main Gate 87 S	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Baughman Road, Buck Road & Garvey Road Westmorland, California 92281 IMPERIAL COUNTY	Westside Main Gate 88	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	State Highway 86 & Bannister Road Westmorland, California 92281 IMPERIAL COUNTY	Westside Main Gate 99-1	11/16/2026	4/11/2027	20

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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 §
Ocean Mist Harvesting	State Highway 86 & Bannister Road Westmorland, California 92281 IMPERIAL COUNTY	Westside Main Gate 99-2	11/16/2026	4/11/2027	20
Ocean Mist Harvesting	Avenue 61 & Lincoln Street Thermal, California 92274 RIVERSIDE COUNTY	3 Crown Hill Ranches	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Van Buren Street Thermal, California 92274 RIVERSIDE COUNTY	A Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 55 & Fillmore Street & 86 Expressway Coachella, California 92236 RIVERSIDE COUNTY	Airport Blvd Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	89430 Airport Boulevard Thermal, California 92274 RIVERSIDE COUNTY	Airport North Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	1/2 Mile West Buchanan Street S/S Avenue 56 Thermal, California 92274 RIVERSIDE COUNTY	Airport Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Airport Boulevard Thermal, California 92274 RIVERSIDE COUNTY	Airport Ranch II	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 72nd & Jerome Way, Arthur Street Thermal, California 92274 RIVERSIDE COUNTY	Anthony by the Sea Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 50 and Tyler Street Coachella, California 92236 RIVERSIDE COUNTY	B West Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 52 & Tyler Street SWC Coachella, California 92236 RIVERSIDE COUNTY	B West Ranch	11/12/2026	4/11/2027	70

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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 §
Ocean Mist Harvesting	88700 Avenue 52 & Fillmore Street Coachella, California 92236 RIVERSIDE COUNTY	Chesler 52 Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Polk Street Coachella, California 92236 RIVERSIDE COUNTY	Christopher Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 60 Thermal, California 92274 RIVERSIDE COUNTY	Crown Hill 80 Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 57 & Buchanan and Avenue 61 & Lincoln Street Thermal, California 92274 RIVERSIDE COUNTY	Crown Hill Ranches	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 50 & Fillmore Street Coachella, California 92236 RIVERSIDE COUNTY	Dafco Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 54 & Fillmore Street Coachella, California 92236 RIVERSIDE COUNTY	Desert Highlands Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	89650 76th Avenue Thermal, California 92274 RIVERSIDE COUNTY	Desert Sun Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 73 & Avenue 74; E & W Hwy 195 (Pierce Street) Oasis, California 92274 RIVERSIDE COUNTY	Desert Sun Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	73rd Avenue Thermal, California 92274 RIVERSIDE COUNTY	Desert Sun Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	State Highway 86 & 77th & Pierce Street Oasis, California 92274 RIVERSIDE COUNTY	Diamante Ranch	11/12/2026	4/11/2027	70

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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 §
Ocean Mist Harvesting	Avenue 76 between Fillmore Street and Polk Street Thermal, California 92274 RIVERSIDE COUNTY	Domingo Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	S Avenue 70 & 1/2 mile W Lincoln Street Mecca, California 92254 RIVERSIDE COUNTY	Duck Club Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Between Avenue 53 & Avenue 54 & Fillmore Street Coachella, California 92236 RIVERSIDE COUNTY	East Slope Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	State Highway 111 & Colfax Street Thermal, California 92274 RIVERSIDE COUNTY	EBA	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Pierce Street & Avenue 72 Coachella, California 92236 RIVERSIDE COUNTY	EBA	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 60 & Buchanan Street Thermal, California 92274 RIVERSIDE COUNTY	EX 1 - EX 2	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Pierce Street Between Avenue 64 & Avenue 66 Mecca, California 92254 RIVERSIDE COUNTY	Gardner Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Hayes Street and Avenue 68th Thermal, California 92274 RIVERSIDE COUNTY	Hayes Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 54 & Pierce Street Coachella, California 92236 RIVERSIDE COUNTY	Hill Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	W Pierce Avenue 54 & 55 Coachella, California 92236 RIVERSIDE COUNTY	Hill Ranch 2	11/12/2026	4/11/2027	70

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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 §
Ocean Mist Harvesting	Avenue 72nd & Polk Street, Lemon Blossom Lane Thermal, California 92274 RIVERSIDE COUNTY	Hillside Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	S Avenue 68 & 1/2 mile W Lincoln Street Mecca, California 92254 RIVERSIDE COUNTY	Home Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	SW Avenue 62 & Johnson Street Thermal, California 92274 RIVERSIDE COUNTY	Johnson Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Between Avenue 54 & Fillmore Street Coachella, California 92236 RIVERSIDE COUNTY	Jubilee Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 60 & Pierce Street Coachella, California 92236 RIVERSIDE COUNTY	Kwong Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	SE Avenue 61 & Lincoln Street Thermal, California 92274 RIVERSIDE COUNTY	Lincoln Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Between Avenue 64 & Avenue 66, E Fillmore Street Mecca, California 92254 RIVERSIDE COUNTY	McCoy Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	73rd Avenue Thermal, California 92274 RIVERSIDE COUNTY	Mirage Jr 60 Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	State Highway 195 & Avenue 73 Oasis, California 92274 RIVERSIDE COUNTY	Mirage Jr Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 70 & Arthur Road Mecca, California 92254 RIVERSIDE COUNTY	Mirage Ranch	11/12/2026	4/11/2027	70

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ocean Mist Harvesting	Pierce Street & Avenue 66 Mecca, California 92254 RIVERSIDE COUNTY	MTI Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Wheeler Street and Avenue 71 Thermal, California 92274 RIVERSIDE COUNTY	Natalie Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Madison Street and Monroe Street and Avenue 42 Indio, California 92201 RIVERSIDE COUNTY	NIF Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Hammond Road (70th Ave) Hayes Road & 68th Avenue Coachella, California 92236 RIVERSIDE COUNTY	Old Stage Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 70 & Cleveland Street Oasis, California 92274 RIVERSIDE COUNTY	Orange King Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	73 Avenue & Lopez Road Mecca, California 92254 RIVERSIDE COUNTY	Orange King Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	State Highway 111 Colfax Street & Grant Street Mecca, California 92254 RIVERSIDE COUNTY	Orange Park Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Cesar Chavez Street (Harrison Street) & Avenue 70th Thermal, California 92274 RIVERSIDE COUNTY	Peach Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 62 & Tyler Street / P3 Harrison Street & Avenue 62 Thermal, California 92274 RIVERSIDE COUNTY	Peterson Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Airport Boulevard & Pierce Street & Avenue 57 Thermal, California 92274 RIVERSIDE COUNTY	Pierce Ranch	11/12/2026	4/11/2027	70

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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 §
Ocean Mist Harvesting	Avenue 60 & Lincoln Street Mecca, California 92254 RIVERSIDE COUNTY	Pineapple Hill Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Johnson Street & Hammond Road Mecca, California 92254 RIVERSIDE COUNTY	Potato Creek Jr. Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 66 & Halliday Avenue Mecca, California 92254 RIVERSIDE COUNTY	Potato Creek Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 58 and Harrison Street SWC Thermal, California 92274 RIVERSIDE COUNTY	Ranch A Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Polk Street & 71 Avenue Oasis, California 92274 RIVERSIDE COUNTY	Rancho Maria Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	SW Avenue 60 & Lincoln Street Thermal, California 92274 RIVERSIDE COUNTY	Rancho Oro Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	State Highway 86, Lincoln Avenue & Avenue 82 Oasis, California 92274 RIVERSIDE COUNTY	Rivera Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 68 & Wheeler Street Mecca, California 92254 RIVERSIDE COUNTY	Road Runner Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Colfax Street Mecca, California 92254 RIVERSIDE COUNTY	Sam's Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	State Highway 111 & Grant Street Thermal, California 92274 RIVERSIDE COUNTY	Sam's Ranch	11/12/2026	4/11/2027	70

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ocean Mist Harvesting	Lincoln Street and Avenue 60 Thermal, California 92274 RIVERSIDE COUNTY	Sapporp Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	State Highway 111 & Grant Street Mecca, California 92254 RIVERSIDE COUNTY	Seapointe Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 54 & Fillmore Street Coachella, California 92236 RIVERSIDE COUNTY	Star Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Polk Street and Avenue 74th Thermal, California 92274 RIVERSIDE COUNTY	Stoplight Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 66 and Hayes Street Thermal, California 92274 RIVERSIDE COUNTY	Stowell Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 58 & Polk Street Thermal, California 92274 RIVERSIDE COUNTY	Strube Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 48 & Tyler Street Coachella, California 92236 RIVERSIDE COUNTY	T Section Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	SW Avenue 60 & Lincoln Street Thermal, California 92274 RIVERSIDE COUNTY	Toothacre Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	State Route 111 (CA-111) Mecca, California 92254 RIVERSIDE COUNTY	Top Gun Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 72 & Cleveland Street Thermal, California 92274 RIVERSIDE COUNTY	Top Gun Ranch	11/12/2026	4/11/2027	70

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ocean Mist Harvesting	Polk Street & Avenue 72 Mecca, California 92254 RIVERSIDE COUNTY	UCR Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Avenue 60 & Fillmore Street Thermal, California 92274 RIVERSIDE COUNTY	Vince Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	NE Avenue 50 & Polk Street Coachella, California 92236 RIVERSIDE COUNTY	Vista Verde Ranch	11/12/2026	4/11/2027	70
Ocean Mist Harvesting	Jackson Street & Avenue 62 Coachella, California 92236 RIVERSIDE COUNTY	Wool Ranch	11/12/2026	4/11/2027	70

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☐ Employer-provided ☒ Rental or public accommodations	Townhouse Inn & Suites - 135 Main Street Brawley, California 92227 IMPERIAL COUNTY	Housing is only available to non-local workers (permanent residence outside normal commuting distance) and is not offered to nonworking family members. Employer possesses and controls premises at all times. Female workers will be provided bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.	7	20	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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

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>) * Worker must authorize in writing all voluntary deductions, such as cash advances/loans, health insurance payments, cell phones, and other services to benefit the worker. Employer will make all deductions required by state/federal law, if applicable, such as: FICA, federal, state and/or local income tax withholding. Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions. Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, but may be subject to state overtime requirements, if applicable.			

b. Job Offer Information 2

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>) * Housing is only available to non-local workers (permanent residence outside normal commuting distance) and is not offered to nonworking family members. Female workers will be provided bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law. See Addendum C			

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 *	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 provide free daily transportation via the following vehicles authorized to transport workers: 11 - 44-passenger buses, with total 484-passenger capacity 1 - 46-passenger bus, with 46-passenger capacity 1 - 47-passenger bus, with 47-passenger capacity 1 - 48-passenger bus, with 48-passenger capacity 3 - 51-passenger buses, with total 153-passenger capacity 11 - 9-passenger vans, with total 99-passenger capacity			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
For both inbound and outbound transportation, Employer will either purchase airline tickets or arrange transportation from the place of recruitment to the nearest U.S. Consulate or U.S. Port of Entry. The established place of recruitment is Guadalajara, Jalisco, Mexico. Workers who choose to make their own travel arrangements. Employer will reimburse workers at no less than the most economical and reasonable common carrier rate (e.g., van, bus, plane). See Addendum C.			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Prohibited Payments
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer and its agents have not sought and will not accept any form of payment from any employee for any activity related to obtaining H-2A labor certification, including but not limited to payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this policy, "payment" includes, but is not limited to: monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in-kind payments, or free labor. This provision does not prohibit the employer or its agents from receiving reimbursement for costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport. Workers will be reimbursed for applicable expenses if the worker receives a visa and arrives at the place of employment. Workers are encouraged to report immediately to their supervisor or the main office any of the following prohibited conduct: 1. Someone promises work in exchange for money or a favor 2. Someone refers you to work in exchange for money or a favor 3. Someone tells you that you will not be hired unless you pay them money 4. You are offered extra pay for anything other than your regular work 5. You are offered cash pay 6. You are asked to do anything with a paycheck issued to someone other than yourself (such as to sign for, endorse, deposit, or cash the check).			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Arrival/Departure Records
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employees permit the employer and/or the employer's agents to access electronically issued Arrival/Departure Records (Form I-94) issued by U.S. Customs and Border Protection (CBP). H-2A employees are required to confirm, before leaving the port of entry (POE) or border crossing, that a Form I-94 has been issued and that the admission classification and authorized period of stay are accurate. Any error or omission should be brought to the attention of CBP before departing the POE, when possible. All H-2A nonimmigrant employees are required to depart the United States upon completion of the certified work contract or upon termination of employment, whichever occurs first, unless the worker is being sponsored by subsequent H-2A employer. If departure registration is required by U.S. authorities, the employer will notify affected H-2A workers of the requirement and provide information on the place, manner, and timing of such registration.			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Drug and Alcohol Policy
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
All worksites covered by this job order and all facilities of the employer are drug-free workplaces. No illegal drugs of any kind are permitted in the housing or workplace. Employees must not report for work, enter the worksite or perform services 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 a worker's alertness, coordination, reaction response, or the safety of the worker or other workers. 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. In such an event, the costs of the medical exam will be paid for by the employer.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Safety Rules and Regulations
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
1. Observe all warning signs, safety bulletins, and posters. 2. Avoid all horseplay and never annoy another worker while on the job. 3. Use protective clothing and equipment when needed. 4. Lift objects in a safe manner. 5. Do not leave equipment lying around. 6. When cutting crops, be careful not to cut your hand. 7. Do not walk in front of or behind moving vehicles. When working around moving equipment, always stand clear of the equipment when it is in motion. Always wait until the equipment comes to a full stop. 8. Always use special care in wet weather. 9. When being transported, always take a seat, wear your seatbelt and remain seated while the vehicle is in motion. 10. Always store equipment in its proper storage place. 11. All workers are required to follow any safety instructions given by the crew leader, supervisors and foremen. 12. Do not use the emergency exit doors on the bus except in case of an actual emergency.			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules
3. Details of Material Term or Condition (up to 3,500 characters) * Premier Packing of California, Inc. is committed to promoting a safe environment and the well-being of its employees. To ensure that this commitment continues, it is necessary to outline some company rules. Failure to comply with these rules may result in disciplinary action, suspension, or even immediate termination. - Reporting to work under the influence of alcohol, drugs, narcotics, or controlled substances; or consuming and/or possessing alcoholic beverages, drugs, narcotics, or controlled substances in work areas or on company property. - Insubordination, including refusing to follow reasonable instructions or perform assigned tasks. - Fighting, threatening, or dangerous behavior at work or on company property, or deliberately inflicting harm on other employees. - The use, carrying, or possession of firearms or other illegal weapons. - Theft or malicious damage to company property and/or other employees. - Falsifying or altering information on a job application or other official documents. - Failure to notify the company in advance of an absence or tardiness, including frequent and excessive absenteeism and tardiness. - Negligence or dangerous use of company equipment or machinery, including those that cause loss, damage, or poor quality of work. - Bringing unauthorized people into work areas and/or into the company or rancher's property. - Failure to comply with safety and food safety rules and procedures. - Soliciting or asking for money and/or selling without authorization. - Gambling and/or betting during working hours or on company property. - Participating in horseplay, pranks, or in any disruptive behavior that interrupts the work of others or creates risks and an unsafe environment. - Leaving the workplace without authorization. Our policy is to correct behavior so that we can all work together in a pleasant and productive work environment. Rules and policies are the tools that help us work together without unnecessary conflict.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules
3. Details of Material Term or Condition (up to 3,500 characters) * Housing is provided to U.S. workers who live beyond normal commuting distance, as well as foreign workers. If your employment ends, for any reason, you must vacate the company-provided housing within three (3) days. Housing is offered as an additional benefit of your employment, and all occupants are required to follow the housing rules: - Housing is available only to current employees; non-employees are not allowed to stay at the housing units. - Must keep housing unit clean, free of garbage, and sanitary daily including the kitchen, toilets, and showers. Place all garbage and household trash in the trash cans and trash dumpsters. - Visitors are limited to certain areas and times. Do not allow visitors and their children to play or hang out on the stairs, hallways or parking areas. - Music or sounds from personal devices must be kept at a low volume or use earbuds to avoid disturbing others. Late-night parties or live music are prohibited. - No alterations to your housing unit are allowed without approval. Immediately notify your Housing Manager of any required repairs needed to your housing unit. - Immediately notify the Housing Manager when smoke detectors are not working or fire extinguishers or first aid kits are not accessible or located. - Smoking inside the units is prohibited, use designated smoking areas and appropriately discard cigarette butts. - Consumption or possession of firearms, weapons, alcohol, drugs, including cannabis or illegal substances are strictly prohibited in company housing, transportation, or worksites. - Possession of pornography in company housing, transportation, or worksites is strictly prohibited. - Engaging in, or solicitation of, prostitution is strictly prohibited. Occupants are responsible for willful damage or damage caused by gross negligence to the housing units, but not for normal wear and tear. Repeated violations of housing rules may result in disciplinary actions, including suspension and/or termination of employment. A complete list of the housing rules will be provided to the occupants upon arrival.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Terms
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * • Employer guarantees workers are provided with housing, without charge to the workers, only to workers who are not reasonably able to return to their usual place of residence each day. Housing is offered to workers only. No housing will be provided to non-workers. • Eating facilities will be shared with other workers occupying the employer-provided housing facilities. • Bedding will be provided at no cost to workers occupying such housing and will be provided only to workers who are not reasonably able to return to their usual place of residence each day. • Workers provided with housing will be assigned to a specific housing unit by the employer and must occupy the specific housing unit assigned to them. Female workers will be provided with sleeping facilities shared with other female workers and toilet facilities in accordance with regulations. • Food preparation, eating, and other common areas may be shared by both genders. No tenancy in employer-provided housing is created in this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment. Employer provided housing will be clean and compliant with applicable housing standards when made for occupancy. Workers occupying employer provided housing will be responsible for maintaining the housing and their living areas in a neat, clean manner and for compliance with the employer's "Housing Occupancy Rules", attached. Failure to comply with these rules will result in disciplinary action as described in the attached "Work Rules and Disciplinary Procedures". • Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful damage or damage caused by gross negligence to housing or furnishings. • Workers eligible for and offered employer-provided housing may choose not to occupy such housing by signing a form declining the offered housing. Workers eligible for employer-provided housing may elect to provide their own housing at workers' expense. Such an election must be in writing. Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in the Clearance Order. A worker who elects to obtain his or her own housing and subsequently withdraws such election may not again elect to provide his/her own housing during the same employment period. • The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer provided housing who elect to provide their own housing.			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Attestation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer attests to the following: 1. The accommodations are compliant with the applicable housing health and safety standards set forth by the aforementioned regulations; 2. The accommodations are sufficient to accommodate the number of workers requested; 3. The number of beds, rooms, and total occupancy that the employer will secure for the workers is as follows: Total Beds: 90 Total Units: 21 Total Occupancy: 90 4. Applicable California standards for agricultural workers housed at public accommodations, all facilities housing five or more workers are considered labor camps, and will be inspected.			

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m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Arbitration Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 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 outlining procedures for the worker to follow when raising concerns and procedures for seeking prompt resolution including arbitration of unresolved matters. The Dispute Resolution Agreement will be provided to H-2A workers outside of the U.S. prior to or at the time the visas are issued. The Dispute Resolution Agreement shall not preclude the workers from filing claims with the America's Job Center of California offices (AJCCs) under the Employment Services Complaint System, and workers will not face retaliation.			

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 continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers may occasionally harvest and/or pack product without the assistance of harvesting equipment (ground harvest). Such work may be performed while harvesting equipment is being relocated between field locations or is temporarily out of service due to unscheduled maintenance or repairs. Workers may also be assigned to rework product in the field to meet customer specifications, including reweighing, repacking, relabeling (restickering), rebagging, or converting product to a different pack style. These duties are incidental to regular harvesting operations and do not constitute routine packing activities that may have been completed by other workers. Workers are required to wear the appropriate personal protective equipment (PPE) whenever necessary. In addition, workers may perform irrigation, thinning, hoeing, cultural practices, and ranch maintenance duties related to agricultural operations and crop care. Such duties may include installing, operating, maintaining, troubleshooting, and repairing irrigation systems, including drip irrigation lines, sprinklers, valves, pumps, hoses, and other related equipment. Workers may thin crops and remove weeds or unwanted vegetation by hand or with hand tools, including hoes and shovels. Additional duties may include removing field debris, maintaining field roads and access routes, repairing and maintaining fences, gates, and irrigation systems, cleaning and sanitizing equipment, and performing other agricultural field duties as assigned to support ongoing farming operations. Workers must be able to safely lift, carry, move, and handle materials weighing between 60 and 90 pounds. Assigned duties require frequent bending, stooping, twisting, pushing, pulling, lifting, reaching, kneeling, walking, and other repetitive physical movements throughout the workday. Workers may be assigned to different commodities or agricultural tasks throughout the season. Such assignments may require different repetitive motions, postures, and physical demands that can result in temporary muscle soreness, fatigue, stiffness, or other physical discomfort as the body adjusts to new or repetitive work activities. The following describes the primary harvesting and packing duties operations for each commodity. Job duties and work processes may vary based on the commodity, customer specifications, and operational needs:			

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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 1 - Artichokes 1
3. Details of Material Term or Condition (up to 3,500 characters) * ARTICHOKE: Harvesting is performed by walking at a moderate pace throughout fields with uneven terrain and irregular furrows, while carrying a harvesting basket on the worker's back. Workers determine the appropriate size, stem length, and quality of the product to be harvested according to the required harvest specifications as provided by foreman. Using a harvesting knife and frequently bending at the waist while reaching forward, workers cut the product at the specified stem length and, with a slight backward motion, place or toss the product into the harvesting basket. When the basket reaches approximately three-quarters () of its capacity, the worker carries the loaded basket to the end of the furrow and places it onto a trailer or directly onto the harvesting machine for dumping. Loaded baskets may weigh up to 90 pounds and may be carried for up to 80 percent of the harvesting process. The dumper receives filled harvesting baskets from either the trailer or directly from the cutters. Workers lift and load the filled baskets onto the harvesting machine platform, carefully stacking them to prevent damage to the product. Throughout the workday, the dumper continuously empties baskets onto the conveyor belt to maintain an adequate supply of product for the packers. The dumper inspects the product while dumping and removes any rotten, overripe, or otherwise unmarketable product. After emptying the baskets, the worker stacks and returns the empty baskets to the harvesting machine floor for the cutters to reuse. When necessary, the dumper may assist with harvesting activities until packing operations begin. Workers are also responsible for keeping the harvesting machine clean and picking up trash and debris in the surrounding work area. Filled harvesting baskets may weigh up to 90 pounds. The packer examines the product for defects before performing one or more of the following tasks, either individually or in combination: packing, bagging, applying stickers or labels, placing rubber bands, and adding protective paper as required by the designated pack style. The packer selects the appropriate plastic container or carton from the overhead compartment. When using cartons, the packer marks each carton with a crayon, indicating the crew designation, the packer's identification number, and the required pack style. The packer arranges the product according to the required count, quality specifications, and pack style, performs a final inspection of the completed package, and then places the finished container or carton onto a conveyor belt for transport to the closer. When necessary, the packer may assist with harvesting operations until sufficient product is available for packing and may also stock the harvesting machine with packing materials. Workers may be required to pack and bag multiple pack styles simultaneously. The closer performs a final inspection of the completed package to ensure it meets quality and pack style specifications. The worker closes the package by placing the lid on plastic containers or folding and securing the flaps of cartons, as applicable.			

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 1 - Artichokes 2
3. Details of Material Term or Condition (up to 3,500 characters) * The closer verifies that each package is properly sealed, applies the appropriate tracking label, and then places the completed package onto a conveyor belt for transport to the loading area. When necessary, the closer may assist the dumper until sufficient completed packages are available to resume closing operations. The tractor driver safely operates a tractor with an attached trailer throughout the workday to support harvesting operations. The driver travels through the fields collecting filled harvesting baskets from cutters, loads the baskets onto the trailer, and transports them to the harvesting machine. The tractor driver also transports loaded trailers of harvested product to designated areas where truck drivers retrieve them for delivery to the cooling facility. At the beginning of each work shift, the driver performs a pre-operational inspections, documents the inspection as required, and immediately reports any observed mechanical problems or unsafe conditions to the Foreman or Supervisor. The tractor driver is responsible for ensuring an adequate supply of harvesting baskets is available for the day's operations. When needed, workers walk at a moderate pace throughout the fields on uneven terrain and furrows while carrying a harvesting basket on their backs to inspect plants for mature, immature, or flowering buds. Workers may pull back or separate the outer leaves to evaluate the size and quality of the product when it is not readily visible. If the product does not meet the required harvest specifications, the leaves are carefully repositioned to protect the developing product from damage. When the product meets the required size and quality standards, workers use a harvesting knife and frequently bend at the waist while reaching forward to cut the product at the specified stem length. Using a slight backward motion, workers place or toss the harvested product into the basket. Workers may also cut and discard diseased buds to help prevent the spread of contamination. When the harvesting basket is full or as directed, workers carry the loaded basket to the end of the furrow and place it onto a trailer or directly onto the harvesting machine for dumping. Workers continue inspecting plants that are not yet ready for harvest as needed. Once field checking activities are complete, workers return to their assigned harvesting duties. When necessary, workers walk at a moderate pace throughout fields with uneven terrain and furrows to locate artichoke plants designated for cutback, either as identified by the worker or as directed by the foreman. Once a plant has been identified, workers use a specialized harvesting hand tool and frequently bend at the waist while reaching forward. Holding the main stem with one hand, the worker uses the other hand to apply moderate force to cut the stem several inches above the ground. After cutting, the worker lifts the plant and disposes of it by either tossing it onto the ground for later collection or placing it in designated piles at the end of the furrows.			

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q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 1 - Artichokes 3
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * When required, workers may also operate a manual pallet jack to assist with transferring pallets of finished product from a field trailer onto a refrigerated enclosed truck. Depending on daily production needs, workers may transfer approximately 8 to 10 pallets during each loading operation. All pallet transfer activities are performed in the field on the farm. These tasks are performed continuously throughout the workday and are repeated for the duration of the harvest.			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 2 - Broccoli
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * BROCCOLI: Harvesting is performed by walking throughout fields with uneven terrain and irregular furrows, working behind a harvesting machine. Workers determine the appropriate size and quality of the product to be harvested according to the required harvest specifications as provided by foreman. Using a harvesting knife and frequently bending at the waist, workers cut the broccoli at the specified stalk length. When required by the designated pack style, workers place the product into a bag before carefully placing it onto the packing table for further handling. When the harvesting machine is turning at the end of a furrow, workers may move ahead of the machine to continue harvesting broccoli and place the harvested product directly onto the packing table to maintain continuous harvesting operations. The packer carefully examines the product for defects before performing one or more of the following tasks, either individually or in combination: cutting the product into florets, sorting, bagging, sealing, applying rubber bands, stickers or labels, packing, adding protective paper or liners, and placing the product into the designated pack style or carton according to the required size and quality specifications. The packer selects the appropriate carton or box from the overhead compartment based on the required pack style and marks each carton with a black crayon, indicating the packer's personal identification number and any other required identification. The finished product is packed according to the required count and customer specifications. Once the carton is properly filled, the packer closes the box and places it onto a conveyor belt that transports the completed carton to the trailer for loading. Workers may be required to bag, seal, and pack multiple pack styles simultaneously. These tasks are performed continuously throughout the workday and are repeated for the duration of the harvest.			

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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 - Job Duties 3 - Brussels Sprouts
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * BRUSSELS SPROUTS: Harvesting is performed by walking throughout fields with uneven terrain and irregular furrows, working in front of and behind a harvesting machine. Workers determine the appropriate size and quality of the product to be harvested according to the required harvest specifications as provided by foreman. Then, bending at the waist, the worker gently removes the outer leaves and slightly bends the stalk to properly position the product before harvesting. Workers then handpick the product and gently place or toss the product into a harvesting bucket. When the bucket reaches capacity, the worker carries the filled bucket to the harvesting machine and empties the product onto the conveyor belt. Filled buckets may weigh up to 40 pounds. When needed, workers manually break, strip, and remove leaves from brussels sprout stalks to expose the sprouts and prepare the plants for harvesting. This process is commonly known as "breaking leaves". Workers grasp the stalk with one hand and use a harvesting machete with the other hand to cut the stalk at the base. The harvested stalk is then carefully lifted and placed onto the platform table of the harvesting machine. A worker stationed on the harvesting machine retrieves the stalks from the platform table and carefully feeds them through a separating machine, which removes the Brussels Sprouts from the stalk for further processing. When needed, workers manually cut or remove the tops (growing points) of the plant to stop or limit further growth. This process is commonly known as "topping". The dumper on occasion walks throughout the fields on uneven terrain and furrows while carrying a harvesting basket on the worker's back, allowing pickers to empty their harvesting buckets into the basket. Once the basket reaches capacity, the dumper transports the filled basket to the trailer, harvesting machine, or designated collection container and empties the harvested product. The worker then retrieves an empty basket and returns to the field to continue supporting harvesting operations. As needed, the dumper may manually lift and carry filled baskets, including lifting them above shoulder level while following all applicable safety procedures. The dumper may also rotate with pickers or perform other harvesting-related duties as directed by management. Filled harvesting baskets may weigh up to 90 pounds. The packer selects product from the conveyor belt and further examines verifying that it meets the required size, quality, and quantity specifications for the designated pack style. The packer places the product into carton boxes or plastic totes according to customer and pack style requirements. The packer selects the appropriate container from the overhead compartment and, when required, marks each carton with a crayon to indicate the designated pack style or other required identification. Once the carton or tote has been filled to the required count and specifications, the packer closes the carton by folding the flaps or prepares the filled tote for handling and moves the completed package to the end of the harvesting machine for loading. When necessary, the packer may assist with harvesting operations until sufficient product is available for packing and may also stock the harvesting machine with packing materials. These tasks are performed continuously throughout the workday and are repeated for the duration of the harvest.			

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 4 - Cauliflower
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * CAULIFLOWER: Harvesting is performed by walking throughout fields with uneven terrain and irregular furrows, working behind a harvesting machine. Workers determine the appropriate size and quality of the product to be harvested according to the required harvest specifications as provided by foreman. Workers may pull back or separate the outer leaves to determine the size and quality of the product when it is not readily visible. If the product does not meet the required harvest specifications or designated pack style, the workers carefully reposition the leaves to protect the developing product from damage. When the product meets the required size and quality standards, workers gently hold the head with one hand and, using a harvesting knife with the other hand while frequently bending at the waist, cut the product at its base. Workers then trim away excess, damaged, or quality-compromising leaves to shape the crown according to the required specifications or remove the outer core to expose the floret head, as required by the designated pack style. The harvested product is carefully placed onto the conveyor belt for transport to the washer for further handling. The washer receives the harvested product and inspects the head once more for any defects or spoilage, rinses and spot-checks the head using a pressurized hose to remove dirt and debris. If needed, the washer removes excessive or missed leaves or discards defective product. Once completed, gently returns the product to the conveyor belt for bagger to handle. The bagger carefully examines the head for defects before performing one or more of the following tasks, either individually or in combination: bagging, places the head in a bag and twists the bag at the closure point then applying tape or other special means to complete the closure ensuring the bag is properly positioned to display the company or other label prominently on the top of the head, or sorts according to desired pack style. Gently places product on conveyor belt for packer to handle. The packer selects either a plastic container and forms the container or selects a carton from the overhead compartment for the pack style required, marks the carton with a crayon the crew designation, the packer's identification number and pack style. When required, the worker will cut the product into florets into the correct pack style. The finished product is then inspected and placed per specification into the pack style up to the correct count, either covers or folds tabs to close the carton and then pushes onto a conveyor belt that transports to the trailer to be loaded. Bagging and packing may involve multiple pack styles at once. When needed, workers will blanch the product by gathering and/or manipulating the leaves by either folding, bending or breaking the leaves in a criss-cross formation or a sort of gather over the head to cover and protect from further growth, sun exposure, heat, cold or frost. Blanching is also known as "breaking leaves". These tasks are performed continuously throughout the workday and are repeated for the duration of the harvest.			

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u. Job Offer Information 21

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 5 - Celery
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * CELERY: Harvesting is performed by walking throughout fields with uneven terrain and irregular furrows, working in front of a harvesting machine. Workers determine the appropriate size and quality of the product to be harvested according to the required harvest specifications as provided by foreman. Using a harvesting knife and frequently bending at the waist, workers cut the product at the root and trim the outer leaves or desired stalk length. The product is further inspected for defects before being placed on the packing table. When necessary, workers remove and discard excess, damaged, or quality-compromising leaves or stalks, as well as rotten or overripe product. The packer carefully examines the product to verify that it meets the required quality standards before performing one or more of the following tasks, either individually or in combination: spot washing, sorting, bagging, packing, adding protective liners, and placing the product into the designated pack style or carton according to customer specifications. The packer selects the appropriate plastic container or carton from the overhead compartment based on the required pack style and marks each carton with a crayon, indicating the crew designation, the packer's identification number, and the required pack style. The finished product is inspected again, packed according to the required count and specifications, and the container is closed by placing the lid on plastic containers or folding the flaps of cartons. The completed package is then placed onto a conveyor belt for transport to the trailer for loading. Workers may be required to bag, seal, and pack multiple pack styles simultaneously. These tasks are performed continuously throughout the workday and are repeated for the duration of the harvest.			

v. Job Offer Information 22

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 6 - Fennel
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * FENNEL: Harvesting is performed by walking throughout fields with uneven terrain and irregular furrows, working both in front of and behind a harvesting machine. Workers determine the appropriate size and quality of the product to be harvested according to the required harvest specifications as provided by foreman. Using a harvesting knife and frequently bending at the waist, workers cut the product at its base and trim away excess, damaged, or quality compromising leaves. When required by the designated pack style, workers cut the stalk at the desired length and if needed place a rubber band, then gently place product on the packing table for further handling. Packers select the appropriate container or carton from the overhead compartment and mark each carton with the crew designation, packer's identification number, and required pack style. Packers gently grab product from the table, further examine the product for any defects before performing one or more of the following tasks: sorting, applying stickers, preparing and placing the product according to the required count, specification and pack style. The finished product is inspected again. Packer closes the carton by placing the lid or folding the carton flaps and pushes the completed carton onto a conveyor belt, which transports it to the trailer for loading. Workers may be required to bag and pack multiple pack styles simultaneously. These tasks are performed continuously throughout the workday and are repeated for the duration of the harvest.			

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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 7 - Head Lettuce
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * HEAD LETTUCE: Harvesting is performed by walking throughout fields with uneven terrain and irregular furrows, working in front of and behind a harvesting machine. Workers determine the appropriate size and quality of the product to be harvested according to the required harvest specifications as provided by foreman. Using a harvesting knife and frequently bending at the waist, workers cut the product at its base and trim away excess, damaged, or quality-compromising leaves. When required by the designated pack style, workers place the product into a bag, ensuring the head is properly positioned so the company or other required label is prominently displayed. The bagged or unbagged product is then carefully placed on the packing table for further handling. The packer selects the appropriate plastic container or carton from the overhead compartment based on the required pack style and marks each carton with a crayon, indicating the crew designation, the packer's identification number, and the required pack style. The packer carefully examines the product to verify that it meets the required quality standards before performing one or more of the following tasks, either individually or in combination: twisting the bag at the closure point and applying tape, a clip, or another approved closure method; placing a protective plastic liner; or sorting the product according to the designated pack style. The finished product is inspected again, packed according to the required count and specifications, and the container is closed by placing the lid on plastic containers or folding the flaps of cartons. The completed package is then placed onto a conveyor belt for transport to the trailer for loading. Workers may be required to bag and pack multiple pack styles simultaneously. These tasks are performed continuously throughout the workday and are repeated for the duration of the harvest.			

x. Job Offer Information 24

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 8 - Mix and Romaine Lettuce
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * MIX AND ROMAINE LETTUCE: Harvesting is performed by walking throughout fields with uneven terrain and irregular furrows, working in front of a harvesting machine. Workers determine the appropriate size and quality of the product to be harvested according to the required harvest specifications as provided by foreman. Using a harvesting knife and frequently bending at the waist, workers cut the product at the root and trim the outer leaves. The product is further inspected for defects before being placed on the packing table. When necessary, workers remove and discard excess, damaged, or quality-compromising leaves, as well as rotten or overripe product. The product is then carefully placed on the packing table for further handling. The packer carefully examines the product to verify that it meets the required quality standards before performing one or more of the following tasks, either individually or in combination: spot washing, applying clips, adding twist ties, sorting, bagging, sealing, packing, placing a protective plastic liner, and placing the product into the designated pack style or carton according to customer specifications. The packer selects the appropriate plastic container or carton from the overhead compartment based on the required pack style and marks each carton with a crayon, indicating the crew designation, the packer's identification number, and the required pack style. The finished product is inspected again, packed according to the required count and specifications, and the container is closed by placing the lid on plastic containers or folding the flaps of cartons. The completed package is then placed onto a conveyor belt for transport to the trailer for loading. Workers may be required to bag, seal, and pack multiple pack styles simultaneously. These tasks are performed continuously throughout the workday and are repeated for the duration of the harvest.			

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H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 9 - Romaine Hearts
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * ROMAINE HEARTS: Harvesting is performed by walking throughout fields with uneven terrain and irregular furrows, working in front of a harvesting machine. Workers determine the appropriate size and quality of the product to be harvested according to the required harvest specifications as provided by foreman. Using a harvesting knife and frequently bending at the waist, workers cut the product at the root and trim the outer leaves. The product is further inspected for defects before being placed on the packing table. When necessary, workers remove and discard excess, damaged, or quality-compromising leaves, as well as rotten or overripe product. The product is then carefully placed on the packing table for further handling. The packer carefully examines the product to verify that it meets the required quality standards before performing one or more of the following tasks, either individually or in combination: spot washing, applying clips, adding twist ties, sorting, bagging, sealing, packing, placing a protective plastic liner, and placing the product into the designated pack style or carton according to customer specifications. The packer selects the appropriate plastic container or carton from the overhead compartment based on the required pack style and marks each carton with a crayon, indicating the crew designation, the packer's identification number, and the required pack style. The finished product is inspected again, packed according to the required count and specifications, and the container is closed by placing the lid on plastic containers or folding the flaps of cartons. The completed package is then placed onto a conveyor belt for transport to the trailer for loading. Workers may be required to bag, seal, and pack multiple pack styles simultaneously. These tasks are performed continuously throughout the workday and are repeated for the duration of the harvest.			

z. Job Offer Information 26

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 10 - Spinach
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * SPINACH: Harvesting is performed by walking and/or kneeling throughout fields with uneven terrain and irregular furrows, working in front of and behind a harvesting machine. Workers determine the appropriate size and quality of the product to be harvested according to the required harvest specifications as provided by foreman. While kneeling and bending at the waist, workers gently gather spinach into a bunch with one hand and, using a harvesting knife with the other hand, cut the bunch at the base or through the roots below the soil surface. Workers remove excess soil and trim damaged, diseased, or otherwise quality-compromising leaves. Each completed bunch is secured with a twist tie, ensuring the label or logo is properly positioned, and is carefully placed onto the harvesting machine conveyor for packing. This process is repeated continuously as workers move on their knees with the harvesting machine throughout the field. Packers select the appropriate plastic container or carton from the overhead compartment based on the required pack style and mark each container with a crayon indicating the crew designation, packer identification number, and required pack style. Packers further examine each bunch for quality, removing any defective product before performing one or more of the following tasks, either individually or in combination: sorting, placing a paper or plastic liner or paper cover, as required. Packed product is placed into RPC containers, wax cartons, or wire crates according to customer specifications. Completed containers are then pushed onto the conveyor, which transports the product to the loader for further handling. Workers may be required to pack multiple pack styles simultaneously. These tasks are performed continuously throughout the workday and are repeated for the duration of the harvest.			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 11 - All Commodities 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * ALL COMMODITIES: The box maker assembles carton boxes and plastic containers by unfolding, folding, and forming the packaging materials according to the required design while inspecting each container to ensure it is free of damage and contamination. The worker verifies that cartons are properly assembled, creates and applies the appropriate tracking labels when required, and places the completed cartons or containers onto the overhead track for distribution. The box maker carries bundles of cartons and transfers assembled cartons or containers to the loading area, ensuring packers have an adequate supply of packing materials throughout the workday. The worker is also responsible for maintaining a clean and orderly work area. The loader stacks completed cartons onto pallets located on the harvesting machine or trailer, organizing pallets by the appropriate box size and ensuring the weight is evenly distributed. The loader verifies that traceability labels are facing outward and secures each completed pallet using V-boards, corner boards, straps, or other approved load-securing materials before the pallet is transferred to a trailer for transport to the cooling facility. The machine operator safely operates the harvesting machine throughout the workday, coordinating the machine's movement with the harvesting crew as they progress through the fields. The operator remains at the controls whenever the machine is in operation, maintains awareness of the surrounding work area, and continuously monitors for potential safety hazards. At the beginning of each work shift, the operator performs a pre-operational inspection of the harvesting machine, documents the inspection as required, and immediately reports any observed mechanical problems or unsafe conditions to the Foreman or Supervisor. Before harvesting begins, the operator positions the harvesting machine in the designated field or block, prepares the necessary packing materials and pallets required for the day's operations, enters the required pack style information into the PTI system, and ensures the appropriate traceability labels are correctly applied to cartons or plastic totes. As needed, the operator walks the field to identify irrigation pipes or other obstacles left in the harvesting area and relocates them to maintain safe and efficient harvesting operations. The tractor driver safely operates the tractor throughout the workday, coordinating movements with the harvesting crew while maintaining awareness of the surrounding work area and continuously monitoring for potential safety hazards. At the beginning of each work shift, the tractor driver performs a pre-operational inspection of the tractor, documents the inspection as required, and immediately reports any observed mechanical problems or unsafe conditions to the Foreman or Supervisor. Working in coordination with the harvesting machine operator, the tractor driver delivers trailers to the harvesting crews and assists with loading and unloading packaging materials between the harvesting machine and trailer. The driver ensures completed pallets are properly secured before transporting them to the truck driver for delivery to the cooling facility.			

. Job Offer Information 28

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 11 - All Commodities 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * When necessary, the driver covers completed loads with a plastic liner to protect finished cartons from adverse weather conditions. The tractor driver also transports and replenishes pallets and packaging materials from the truck driver to the harvesting machine as needed to maintain continuous harvesting operations. When needed, workers in these positions may assist one another in performing related harvesting and packing tasks to maintain efficient operations. Such duties may include picking up trash, debris, or discarded product on and around the harvesting machine, relocating portable toilet and handwashing stations, moving water trailers, and providing assistance with harvesting and packing operations as directed. Workers may be required to handle cartons or containers of finished product weighing approximately 60 to 90 pounds and pallets weighing up to 75 pounds. Workers must be able to frequently lift, carry, move, and position cartons, containers, and pallets throughout the workday. These tasks are performed continuously throughout the workday and are repeated for the duration of the harvest.			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 29

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Disclosures
3. Details of Material Term or Condition (up to 3,500 characters) * Work is to be done for long periods of time in the field, when plants may be wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers must be able to perform the required work with or without reasonable accommodations. Must wear assigned personal protective equipment when required. Must report for work daily wearing appropriate work clothing and boots or other durable foot wear. Casual clothing not permitted. Workers wearing inappropriate clothing will not be permitted to start work. Workers will have an unpaid lunch break when working more than 5 hours. Must report to work at the designated time and place each day. Daily or weekly work schedules may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start/end times. Employer may request, but not require that workers work more than the stated daily hours, on the worker's Sabbath, or on federal holidays. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company worksites or vehicles is prohibited and will be cause for immediate termination. Out of concern for the safety of other workers, staff or the public at large, the employer reserves the right to terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender. The work described herein is regular, seasonal full-time work requiring all workers to be available as stated on the standard work schedule, throughout the entire contract period. Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle. Employer also retains the right to terminate workers for lawful job-related reasons, including but not limited to workers who: are regularly absent or tardy; malingers or otherwise refuses to work in accordance with direction, or is otherwise obviously unqualified to perform the job; is physically able but does not demonstrate the willingness to perform the work necessary. Non-U.S. workers may be terminated if one or more U.S. workers becomes available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Foreign workers will be advised of their responsibility to depart the U.S. when employment comes to an end. Employer will request and maintain records of each worker's permanent home address, e-mail address (when available) and phone number.			

. Job Offer Information 30

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Disclosures continued
3. Details of Material Term or Condition (up to 3,500 characters) * Tools and Equipment: The necessary tools and equipment to perform all required tasks are provided by the Company at no cost to the worker. If needed, the tools and equipment to perform the job include knives, hair nets and gloves and raingear (jacket, pants and boots). The employer will not make any deductions or require any reimbursement from a worker for any cash shortage, breakage, loss, repair and/or replacement of such tools and equipment, unless it can be shown that such shortage, breakage, damage or loss was caused as a result of a dishonest or willful act, or by the gross negligence of the worker. Modified Work (light duty): In the event that a worker sustains a work-related injury or illness, workers may perform temporary modified work that consists of some type of closely related modification to the original duties, or several part-time tasks combined into one job to accommodate the worker's physical limitations as determined by the treating physician's work restrictions. If reasonable accommodation is not available, workers may be placed in alternative accommodation. Temporary, modified work is available up to a maximum of 6 hours per work day. Employer attests that the original surety bond has been or will be promptly sent to CNPC.			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 31

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) * The employer reserves the right to terminate the worker for: (a) unjustified refusal of assigned work; (b) serious misconduct; (c) policy violations. Employees are required to comply with company policies, including new or updated ones communicated during the season, work safely, follow provided safety training, obey supervisors' directions for efficiency and quality, and meet shipper quality standards for produced packs.			

. Job Offer Information 32

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

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 33

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - California Assurances
3. Details of Material Term or Condition (up to 3,500 characters) * California Assurances: The employer attests that workers will perform weeding tasks using long-handled hoes, and will abide by the 8 Cal. Code Regulations Section 3437, 3456(b-c).			

. Job Offer Information 34

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Staggered Dates of Arrival
3. Details of Material Term or Condition (up to 3,500 characters) * Anticipated staggered arrival schedule: Group 1 - 11/12/2026 (70 workers) Group 2 - 11/16/2026 (20 workers) Staggered dates are anticipated and subject to change depending on consular processing availability. Workers must follow housing and transportation rules for the safety and comfort of the workers.			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 35

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>) * The normal work schedule is 6:00 a.m. to 12:30 p.m., including a 30-minute unpaid meal period, for six (6) working hours per day, Monday through Friday, and five (5) working hours on Saturday.			

. Job Offer Information 36

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Weekly Trip to Town
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer provides free transportation once per week to/from the closest town or city for personal errands (e.g., groceries, banking services). Dining and other common areas are shared by all workers.			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 37

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation continued
3. Details of Material Term or Condition (up to 3,500 characters) *			
The daily subsistence rate during inbound and outbound transportation is \$16.78 per day without receipts and \$68.00 with receipts.			
Inbound Transportation: After completing the consular process, Employer will transport workers by company bus from the U.S. Port of Entry to the place of employment or housing, at no cost to the worker. Employer will also reimburse reasonable additional travel expenses incurred during the trip. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and daily subsistence or advance such costs, when required, from the place of recruitment to the worksite.			
Outbound Transportation: Employer will either purchase airline tickets from local airports to the area of recruitment, or transport workers by company buses to the nearest U.S. port of entry at no cost to the worker. Workers will board their flights from Tijuana, Baja California to the area of recruitment. Workers who choose to make their own travel arrangements, will be reimbursed at no less than the most economical and reasonable common carrier rate (e.g., van, bus, plane) and be provided transportation by company buses to the local airport or nearest U.S. port of entry to board their flights to their desired destination. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and daily subsistence or advance such costs, when required, from the place of employment to the place of recruitment. Employer will provide or reimburse outbound transportation and daily subsistence to workers who complete their contract period or are dismissed early. Employer will not be responsible for providing or reimbursing outbound transportation and daily subsistence to any worker who voluntarily resigns, abandons, or is terminated for cause.			

. Job Offer Information 38

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Pay Information
3. Details of Material Term or Condition (up to 3,500 characters) *			
Bonus: A discretionary bonus may apply.			
CA Overtime and Benefits: For work performed in California, the Employer will comply with California Wage Order 14 and applicable California law. Employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked over eight (8) hours in any workday or forty (40) hours in any workweek, and two (2) times their regular rate of pay for all hours worked over twelve (12) hours in any workday. Employees who work on the seventh (7th) consecutive day of a workweek will be paid one and one-half (1.5) times their regular rate of pay for the first eight (8) hours worked and two (2) times their regular rate of pay for all hours worked over eight (8) hours on that day, as required by applicable law.			
Three-Fourths Guarantee: The hourly rate for purposes of the 3/4 guarantee is \$16.90/hour.			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 39

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer provides daily transportation at no cost to all workers, regardless of housing arrangements. Vehicles used for transportation are insured under a valid policy that includes property damage coverage. On workdays, workers will be picked up from employer-provided housing at the indicated time before the scheduled start time and returned at the end of the workday. Transportation may involve multiple trips to accommodate all workers as specified in the Clearance Order. Use of employer-provided transportation is voluntary. Workers may choose to commute using their own transportation. Travel time between employer-provided housing and the worksite is considered non-compensable commuting time. For workers not residing in employer-provided housing, the employer offers free transportation from designated pickup points to and from the worksite. The Employer maintains a fleet of registered and properly insured vehicles, all of which are identified and authorized for use under a valid FLC Certificate of Registration.			

. Job Offer Information 40

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Training and Production Standards
3. Details of Material Term or Condition (<i>up to 3 500 characters</i>) * TRAINING: Training will be provided for 5 days from each worker's initial date of employment. Workers will be allowed 5 days from the initial date of employment to reach the production standards of the activity. PRODUCTION STANDARDS: Workers must be able to perform the job and meet the job requirements as defined herein, after a reasonable period of on-the-job training. After the first five full workdays of on-the-job training in harvesting produce, each worker must harvest: Artichokes - at least 2 acceptable baskets of artichokes per productive work hour. Each basket measures approximately 23 inches by 11 inches by 15 inches. Broccoli - at least 8 acceptable cartons per productive work hour. Each carton measures approximately 19.81 inches x 11.69 inches x 11.94 inches. Brussel Sprouts - at least 25 acceptable buckets per productive work hour. Each bucket measures approximately 19.81 inches x 11.69 inches x 11.94 inches. Cauliflower - at least 5.5 acceptable cartons per productive work hour. Each carton measures approximately 24 inches x 19.06 inches x 6 inches. Celery - at least 9 acceptable cartons per productive work hour. Each carton measures approximately 19.5 inches x 15.37 inches x 9.43 inches. Fennel - at least 12 acceptable cartons per productive work hour. Each carton measures approximately 24 inches x 11 inches x 15 inches. Head Lettuce - at least 7.5 acceptable cartons per productive work hour. Each carton measures approximately 19.5 inches by 15.37 inches by 9.43 inches. Mix/Romaine Lettuce - at least 4 acceptable cartons per productive work hour. Each carton measures approximately 23.69 inches by 15.44 inches by 11.06 inches. Romaine Hearts: 6 acceptable cartons per productive work hour. Each carton measures approximately 24 inches by 11 inches by 15.5 inches. Spinach - at least 12.5 acceptable cartons per productive work hour. Each carton measures approximately 19.81 inches x 11.69 inches x 11.94 inches. A productive work hour excludes authorized rest and meal periods, travel between fields, equipment delays, weather-related work stoppages, and other periods during which harvesting cannot be performed. The standard will be measured based on the worker's total acceptable baskets harvested during the pay period divided by the worker's total productive harvesting hours during that pay period. Before discipline or discharge based on failure to meet this standard, the worker will be notified of the deficiency and given a reasonable opportunity to improve. Employer will review workers' productivity at the end of a given pay period and not on a daily basis. If workers fail to keep up with the average minimum standard as defined above, workers may be offered alternate work, if available, or, after notice, workers may be terminated for cause.			

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