OMB Approval: 1205-0466
Expiration Date: 8/31/2022

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

A. Job Offer Information

1. Job Title * Tree Fruit Orchard Worker

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	195	180	3. Begin Date * 1/10/2022	4. End Date *4/30/2022

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 *

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

7. Hourly work schedule *
a. 7 : 30 ☑ AM ☐ PM
b. 2 : 00 ☐ 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.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 16 . 34	☑ HOUR ☐ MONTH	$ 00 . 10	Pruning pear and cherry trees, $.10-$5.00 per pear and cherry tree depending upon size of tree:

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☑ Yes ☐ No

10. Frequency of Pay. * ☐ Weekly ☑ Biweekly ☐ Monthly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

H-2A Case Number: H-300-21307-685797 Case Status: Full Certification Determination Date: 11/23/2021 Validity Period: _____ to _____

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 months required. *	1	3. Training: number of months required. *	0

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 50 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

See Addendum C

C. Place of Employment Information

1. Address/Location *
Underwood Fruit/Warehouse, DBA Mount Adams Fruit - 503 Oak Ridge Road

2. City *	3. State *	4. Postal Code *	5. County *
White Salmon	Washington	98672	Klickitat

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *

541 Hwy 141, White Salmon, WA 98672

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 ☐ No

D. Housing Information

1. Housing Address/Location *
503 Oak Ridge Road, Camp B

2. City *	3. State *	4. Postal Code *	5. County *
White Salmon	Washington	98672	Klickitat

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Barracks	30	122

9. Housing complies or will comply with the following applicable standards: * ☑ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ No

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. If meals are provided, the employer: *	☐ **WILL NOT** charge workers for such meals.		
	☑ **WILL** charge workers for such meals at	$ 13 . 17	per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

For workers residing in employer-provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for own daily transportation.

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.)

Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment.

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	$ 13 . 17	per day *
	b. no more than	$ 55 . 00	per day with receipts

G. Referral and Hiring Instructions

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.)

Employer accepts referrals and applicants from all sources. Interview required. Employer conducts interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in-person. Contact Employer Monday through Friday during the hours of 9:00 AM - 5:00 PM PT If unavailable, contact employer 's agent during the hours of 6:00 AM - 2:00 PM PT.
Employer Agent:
MAS Labor H2A, LLC
(434) 260-8833
referrals@maslabor.com
Referring State Workforce Agency (SWA) responsible for informing applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact employer or employers agent to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

To be eligible for employment, applicants must:
1. Be able, willing, and available to perform the specified job duties for the duration of the contract period;
2. Have been apprised of all material terms and conditions of employment;
3. Agree to abide by all material terms and conditions of employment;
4. Be legally authorized to work in the United States; AND
5. Satisfy all minimum job requirements.

2. Telephone Number to Apply *	3. Email Address to Apply *
N/A	juanvaz@maocorp.com

4. Website address (URL) to Apply *
https://www.worksourcewa.com

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:

1. **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 653, subpart F and the requirements set forth in 20 CFR 655.122. 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 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.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A 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).

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for 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, 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 are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, 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 housing has been inspected and approved.

4. **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).

5. **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).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

   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 has come to work for the employer, whether in the U.S. or abroad to the place of employment. 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 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 worksite to such subsequent employer's worksite, 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 worksite to such subsequent employer's worksite, 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 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 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 worksite(s) 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 500.105 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).

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 CPR 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. 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), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate 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 hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period 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 of pay, 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 assures 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, 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 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 if the worker fails to show up for work at the regularly scheduled time and place 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 U.S. 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 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 worksite 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 worksite to the subsequent employer's worksite. 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, 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 required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 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 date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail 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 date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original 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 date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).

D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).

E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and 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 *	2. First (given) name *	3. Middle initial §
Frostad	Troy	
4. Title *		
Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		11/4/2021

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Pruning pear and cherry trees	$ 00 . 10	Piece Rate	$.10-$.25 high density, 900 trees/acre, 2-3 years old
	Pruning pear and cherry trees	$ 00 . 50	Piece Rate	$.50 - $3.50 medium density, 300-450 trees/acre, 4-7 years old
	Pruning pear and cherry trees	$ 00 . 50	Piece Rate	$.50 - $5.00 medium low density, multiple leaders, 99-250 trees/acre, 12 – 100 years old.
	Pruning apple trees	$ 00 . 10	Piece Rate	$.10-$5.00 per apple tree depending upon size of tree:
	Pruning apple trees	$ 00 . 10	Piece Rate	$.10-$.25 high density, 900 trees/acre, 2-3 years old
	Pruining apple trees	$ 00 . 50	Piece Rate	$.50 - $3.50 medium density, 300-450 trees/acre, 4-7 years old
	Pruning apple trees	$ 00 . 50	Piece Rate	$.50 - $5.00 medium low density, multiple leaders, 99-250 trees/acre, 12 – 100 years old.
		$.		
		$.		
		$.		

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 §
Six Partners, LLC	11 Glacier Road White Salmon, Washington 98672 KLICKITAT		1/10/2022	4/30/2022	180
Alderdale North, LLC	880 Alderdale Road Prosser, Washington 99350 KLICKITAT		1/10/2022	4/30/2022	180
Alderdale South, LLC	151 Columbia Ridge Road Prosser, Washington 99350 KLICKITAT		1/10/2022	4/30/2022	180
Merritt Orchards, LLC	3800 Benson Rd. The Dalles, Oregon 97058 HOOD RIVER		1/10/2022	4/30/2022	180
Elk Mountain Orchards, LLC	3285 Thomsen Road Hood River, Oregon 97031 HOOD RIVER	4161 Portland Drive, Hood River, OR, 97031; 2025 Kenwood Drive, Hood River, OR, 97031; 3680 Scott Road, Hood River, OR, 97031 - Hood River County, OR	1/10/2022	4/30/2022	180
Cascade Orchards, LLC	1470 Orchard Rd. Hood River, Oregon 97031 HOOD RIVER	1750 Orchard Rd., Hood River, OR, 97031; 1450 Nunamaker Road, Hood River, OR, 97031; 995 Eastside Road, Hood River, OR, 97031; 2885 Thomsen Road, Hood River, OR, 97031; 1025 Eastside Road, Hood River, OR, 97031; 1143 Eastside Road, Hood River, OR, 97031	1/10/2022	4/30/2022	180
Columbia River Land Management, LLC	2875 Fir Mountain Road Hood River, Oregon 97031 HOOD RIVER	5995 Berry Rd., Mount Hood, OR, 97041	1/10/2022	4/30/2022	180
Hanners Orchards: Odell	4100 Sylvester Road Hood River, Oregon 97031 HOOD RIVER	2800 Belmont Road, Hood River, OR, 97031; 1300 Barker Road, Hood River, OR, 97031 - Hood River County	1/10/2022	4/30/2022	180
MVO dba Mountain View Orchards	4850 Woodworth Road Hood River, Oregon 97041 HOOD RIVER	5180 Alexander Dr., Mt. Hood, OR, 97041	1/10/2022	4/30/2022	180
Riggleman Orchards, Inc.	580 Oak Ridge Road White Salmon, Washington 98672 KLICKITAT	21 SW Arnette Road, White Salmon, WA 98672; 649 State Hwy 141, White Salmon, WA 98672	1/10/2022	4/30/2022	180

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 §
Bruce R. Decker	3840 Belmont Drive Hood River, Oregon 97031 HOOD RIVER	1201 Alameda Drive, Hood River, OR, 97031; 4575 Tyler Drive, Hood River, OR, 97031; 5090 Riordan Hill Drive, Hood River, OR, 97031; 1501 Tucker Rd., Hood River, OR, 97031	1/10/2022	4/30/2022	180
Underwood Fruit/Warehouse, DBA Mount Adams Fruit	503 Oak Ridge Road White Salmon, Washington 98672 KLICKITAT	541 Hwy 141, White Salmon, WA 98672	1/10/2022	4/30/2022	180
Lore A. Sterr, Inc.	1350 Sunset Road Hood River, Oregon 97031 HOOD RIVER	1570 Country Club Road, Hood River, OR, 97031	1/10/2022	4/30/2022	180

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Barracks	580 Oak Ridge Road White Salmon, Washington 98672 KLICKITAT		1	14	☑ Local ☑ State ☑ Federal
Barracks	503 Oak Ridge Road, Camp A White Salmon, Washington 98672 KLICKITAT	Block bunk houses - Housing Capacity - 80 persons -	15	80	☑ Local ☑ State ☑ Federal
Barracks	11 Glacier Road White Salmon, Washington 98672 KLICKITAT	Brick bunkhouse - Housing Capacity - 28 persons -	14	28	☑ Local ☑ State ☑ Federal
Barracks	880 Alderdale Road Mabton, Washington 98935 KLICKITAT	Bunkhouse - Housing Capacity - 100 persons -	7	100	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Crops/Commodities:
Pruning/training of fruit trees.
This job requires a minimum of one month of prior experience working in tree fruit orchards handling manual tasks associated with fruit production, pruning activities and showing proficiency with orchard ladder use. Workers must be able to perform all work activities with accuracy and efficiency. Primary tasks will be pruning fruit trees. Secondary tasks will be tree training and general orchard cleanup.

General

Instructions and overall supervision and direction of workers will be provided by a company supervisor. Workers hired pursuant to this labor certification must be able to comprehend and follow instructions of a company supervisor and communicate effectively to supervisors. Unusual, complex or non-routine activities will be supervised. Workers will be expected to perform basic duties in a timely and proficient manner without close supervision.

Work assignments will be made at the sole discretion of the employer conditional on unforeseen circumstances such as weather or other unscheduled/unexpected interruptions in regular work. Workers must perform the assigned work and may not perform duties not provided in this application, or work in areas not assigned without the specific authorization of the foreman or crew boss. Workers will be expected to perform any of the listed duties as assigned by his/her supervisor.

Workers will be required to attend an orientation on workplace rules, policies and safety information prior to beginning work.

Workers should be able to work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Work is to be done for long periods of time. Temperatures may range from 18 to 75 F. Workers may be required to work during occasional snow and or rain showers not severe enough to stop field operations.

Workers should be physically able to do the work required with or without reasonable accommodation. Workers must obey all safety rules and basic instructions and be able to recognize, understand and comply with safety, pesticide warning/re-entry and other essential postings.

The job requires regular standing and walking. Employees are frequently required to use hands to grasp, handle or feel; reach with hands and arms, climb and balance on ladders. Workers will be required to stoop, kneel, crouch, or crawl under trellis wires upon occasion. Workers must be able to lift/carry up to 50 lbs. throughout the course of the day. Ladders 10 to 12 feet in length are essential to the task of pruning fruit trees. Workers must possess proficiency in handling ladders, climbing and working on ladders safely. Employees will be expected to use all equipment in a safe and prudent manner to avoid injury. There are no supervisory responsibilities in this job.

Workers will receive hand-on training to ensure safe use of ladders. Worker should not lean the ladder into the tree, lean off to one side of the ladder, and/or stand on the last two steps. Do not climb the trees; use a ladder. If unsure of how to use a ladder safely, workers should consult with a crew boss. Workers should keep the work area clean and safe by keeping cut branches away from the walking area to prevent tripping and falling.

Pruning

Quality is essential. Different varieties of apples, pears, and cherries will be pruned according to established company procedures based upon the difference in treatment of different fruit varieties. Workers must be able to distinguish between different limb positions, spurwood and productive (fruiting wood) and non-productive (non-fruiting wood) to be able to competently, efficiently and effectively prune fruit trees.

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay

3. Details of Material Term or Condition (*up to 3,500 characters*) *

DEDUCTIONS. Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Employer may deduct the worker's portion of workers' compensation premiums and/or Paid Family and Medical Leave premiums, up to the maximum allowable amounts under Washington State law. Workers must obtain employer's permission to make personal long distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements

3. Details of Material Term or Condition (*up to 3,500 characters*) *

This job requires a minimum of one month of prior experience working in tree fruit orchards handling manual tasks associated with fruit production, pruning activities and showing proficiency with orchard ladder use. Saturday work required. Must be able to lift/carry 50 lbs. The company may require the employee to submit to a drug screen if involved in an accident involving injury and/or company equipment damage. Employer-paid post-hire random and upon suspicion drug testing is required.

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 1

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Pruners will be required to cut branches carefully and cleanly. Much of the pruning work will be done from a ladder 10 to12 feet in length. Employees will be expected to use all equipment in a safe and prudent manner to avoid injury. There are no supervisory responsibilities in this job.

Workers should keep the work area clean and safe by keeping cut branches away from the walking area to prevent tripping and falling.

Company supervisors will explain and demonstrate pruning requirements to all workers at the start of the season and as needed thereafter to ensure quality standards.

Care must be taken when pruning so as to provide the right amount of tree limb elimination. Pruning affects harvest fruit yields and quality significantly. Incorrect pruning can cause quality problems and must be prevented at all costs.

Tree Training

Workers may be required to perform tree training duties including but not limited to the following activities: hoeing, tree painting, weed mat application, tree tying – includes tying limbs to trellises and tying limbs together. Other tying activities will be determined by orchard management and communicated to all employees.

Tree Planting

Workers may be required to perform tree planting duties including but not limited to the following activities: digging planting holes, watering, preparing tree stock to plant, fertilization of planted trees and staking. These duties include, but are not limited to, tree planting, orchard prep and tree removal. Other planting activities will be determined by orchard management and communicated to all employees.

Tree Trellising

Workers may be required to perform tree trellising duties including but not limited to the following activities: Digging trellis holes, setting trellis posts, stringing wires, setting trellis anchors, pulling wires, attaching wires to trellis poles. Other tree trellis activities will be determined by orchard management and communicated to all employees.

Other requirements

Other tasks may include frost control, the installation, maintenance and operation of irrigation systems. In addition, workers may be required to clean up around barns and houses on a hay field with a rake or shovel, and conduct general field clean up. Workers must be able to keep pace with the balance of the crew.

Workers must wear all required and assigned personal protective equipment. Employees must report for work daily wearing work clothing and boots or other durable foot wear including suitable winter and/or cold weather clothing. Workers wearing clothing inappropriate for work will not be permitted to start work.

The employer has a strict drug policy that bans the use, possession, transfer, offer, sale or manufacture of controlled substances. Use of any controlled substance, except for prescription medications, is strictly prohibited. The company may require the employee to submit to a drug screen if involved in an accident involving injury and/or company equipment damage. Violation of the company's drug policy may result in automatic termination of employment. Employer-paid post-hire random and upon suspiciondrug testing is required.

Employees who do not produce a sufficient number of piece rate units to earn the Adverse Effect Wage Rate (AEWR) for all hours worked during a pay period will instead be paid on an hourly basis at the Adverse Effect Wage Rate for the pay period.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 2

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers paid on an hourly basis who fail to perform their duties in a timely and proficient manner will be provided up to three warnings, and will be coached/instructed regarding how to work faster and more efficiently. Upon issuance of the third warning the employee may be terminated.

Employer assures that workers will be provided transportation from living quarters to work site every day (for workers who must be provided housing under the applicable regulations.)

Company has a strict policy prohibiting non-employees access to work sites or adjacent areas. No non-working minors may be present or adjacent to worksites or left in vehicles during the day.

Workers who arrive for the workday accompanied by minors, other non-employees or animals will be expected to remove such from company premises as a condition of starting work.

Individuals seeking employment in this position must be available for the entire period requested by the employer. Applicants must be able to furnish verbal or written statement establishing relevant recent prior work experience. Applicants that are hired will be subject to a trial period of up to five days during which their performance of required tasks will be evaluated. If the performance during the trial period is not acceptable to the employer the worker's employment will be terminated.

Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.

Employer retains the right to discharge an unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason. The employer will issue warnings to such worker to demonstrate that the employee was notified of his/her poor performance.

All terms and conditions included in the job order will apply equally to all workers, both U.S. workers and H¬2A workers, employed in the occupation described in this clearance order.
Employer attests that it has sent (or will promptly send) original surety bond to CNPC.
Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Workers will have an unpaid lunch break. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time.

TERMINATION. All workers will be subject to a five-day trial period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the trial period if the worker's performance fails to satisfy the employer's reasonable expectations, or is otherwise unacceptable.

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 3

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the five day trial period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may 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 that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.
These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Violation of any lawful, job-related employer requirements, including these Work Rules, are grounds for immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.
1.Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property.
2.Workers will not act with inefficiency, neglect of duties or lack of application to the job. Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses.
3.Employees who do not produce a sufficient number of piece rate units to earn the Adverse Effect Wage Rate (AEWR) for all hours worked during a pay period will instead be paid on an hourly basis at the Adverse Effect Wage Rate for the pay period. Workers paid on hourly basis who fail to perform their duties in a timely and proficient manner will be provided up to three warnings, and will be coached/instructed regarding how to work faster and more efficiently. Upon issuance of the third warning the employee may be terminated.
4.No use or possession of beer, liquor or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing.
5.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 4

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Mid-Columbia Ag Services LLC expects their employees to be reliable and punctual in reporting for scheduled work. Additionally, absenteeism and tardiness place a burden on other employees. As a result, excessive absences and/or tardiness will not be permitted. Therefore, two unexcused absences during the contract period may result in disciplinary action up to and including termination of employment. Excessive excused absences will not be tolerated. Excused absences are defined as absences where a legitimate need to be absent exists. This does not include absences that are a result of malingering including but not limited to hangovers or similar self-inflicted incapacities. All employees are expected to work all assigned hours. This is regular, everyday work for which employees are expected to be present, able and willing to work every scheduled workday and at the scheduled time. This is not sporadic or “day work.” Excessive or repeated tardiness is not acceptable. Any absence from work must be reported by 7AM. Five consecutive workdays of unexcused absence will constitute abandonment of employment.
6.Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. Workers must occupy housing that employer assigns to them.. No pets of any kind are permitted.
7.All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers may request copies of posters.
8.All housing must be locked each morning before leaving for work. Lights, electronics and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.
9.Workers living in employer’s housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
10.Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing. Employer furnishes cooking facilities and equipment.
11.Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used. Workers will be responsible for general cleaning of their housing premises and surrounding area, and may be subject to disciplinary action for not doing so.
12.Workers may not take unauthorized breaks from work.
13.Workers may not sleep, use personal phones, waste time, or loiter during worker hours
14.Workers may not leave the field or other assigned work area without permission of employer or person in charge.
15.Workers may not enter employer’s premises without authorization.
16.Workers shall be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time, unless requested to or authorized by orchard management and/or supervision.
17.Workers living in employer’s housing may not entertain guests in housing premises after 10:00 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room. Quiet hours are from 10:00pm-6:00am.
18.

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 5

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers may not deliberately restrict production, damage trees or bruise fruit.
19.Any worker who verbally and/or physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge.
20.Employee shall not violate the company’s anti harassment policy, including the use of threatening, intimidating, coercing or profane/abusive language to any manager, employee, supervisor or customer. This includes, but is not limited to, harassment of a sexual nature consisting of requests for sexual favors and other verbal or physical conduct of a sexual nature if:
a.Submission to the conduct is in any way made a term or condition of employment.
b.Submission to (or rejection of) the conduct is used as the basis for ANY employment related decisions.
21.Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.
22.Worker will not participate in criminal conduct while on company property, time or in other circumstances which might adversely reflect upon the company’s reputation or interests.
23.Workers must be respectful of other workers, crew bosses, product checkers and any other employees.
24.Workers will not be involved in fighting, horseplay or words or conduct which is likely to provoke or cause bodily injury or property damage or otherwise interfere with orchard operations. Workers will not use profane or abusive language to any manager, employee, supervisor or contractor. Workers will be discharged for fighting on the employer’s premises, including housing premises, at any time.
25.Workers will be discharged if they steal from fellow workers or the employer.
26.Workers will not act with dishonesty, including, but not limited to, falsification, misrepresentation, alteration or omission of information in company interviews, investigations and or on company records (including, but not limited to identification, personnel, medical, production or other work-related records).
27.Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.
28.Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
29.Workers must not misuse or remove from the farm premises without authorization any employer-owned property.
30.Workers must report any damage or breakdown to equipment, tools, or other properly belong to the employer.
31.Workers may not accept personal gifts from employer’s vendors or customers without employer’s authorization.
32.Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer’s office. Workers will be disciplined for repeated unsafe work practices.
33.Use ladders in a safe manner. Do not lean the ladder into the tree, do not lean off to one side of the ladder, and do not stand on the last two steps. Do not climb the trees; use a ladder.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 6

3. Details of Material Term or Condition (*up to 3,500 characters*) *

If you are unsure of how to use your ladder safely, ask a crew boss Keep the work area clean and safe by keeping cut branches away from your walking area so you do not trip and fall.
34.Workers must follow supervisor's instructions. If you are unsure, please ask your supervisor. Insubordination is cause for dismissal.
35.Workers will not prevent other employees from carrying out directions from management or following generally known and/or posted company policies.
36.Workers will not refuse to perform job assignments or refuse to comply with supervisory requests or instructions, except in circumstances where there is a reasonable belief that serious bodily injury might result. Orchard management reserves the right to determine, in their opinion, what the definition of a reasonable work request is. At no time will an employee be in put into dangerous situation or circumstances.
37.If problems occur, discuss with upper management. Do not involve other workers with your problems. They cannot make the decisions necessary to assist you with your situation.
38.Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records.
39.Long distance telephone calls are prohibited without prior permission of employer and costs of such calls, if made by workers without employer's prior permission, will be charged to workers.
40.Broad disciplinary authority is essential in maintaining a safe, productive and orderly work environment. For this reason, the Company must reserve the discretion to determine whether, in its judgment, an offense warranting discipline has occurred and to determine the penalty which, in its judgment is appropriate. Discipline less severe than termination may take various forms, including an oral warning, a written warning or being dismissed from work for all or part of the day without pay. Which of these options is chosen, what order they are used, or whether any of them is used prior to termination, will be made by and in the sole discretion of the company management. Disciplined and terminated employees may be asked to sign a written statement about the facts leading to their discipline or dismissal.
41.Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule:
First Offense: Oral warning and correction.
Second Offense: Written warning and unpaid leave for balance of day.
Third Offense: Immediate termination. Worker will be asked to sign written fact statement.
42.A number of safety rules have been adopted and are designed for your protection and protection of your fellow workers. If you do not know how to do your job safely, please ask your supervisor. Listed below are some basic safety items to remember.
a.Report all unsafe actions or conditions to your supervisor immediately.
b.All employees must comply with all posted safety instructions and warning signs.
c.Immediately report each on – the – job accident or injury, regardless how minor it may be at the time, to your supervisor, manager or to the main office.
d.Wear your seatbelt at all times while riding in a company vehicle.
e.Employees shall not be involved in any conduct which tends to, or does, create a safety hazard.
f.

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 7

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employees are expected to wear all personal protective equipment as required by company policy, procedure and standards. Additional personal protective equipment must be worn as determined by our supervisor.
g.Employees must notify the company or main office within 24 hours of a work-related doctor's visit.
PROBLEM RESOLUTION
The employer believes that the work conditions, wages and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to Orchard Supervisors, Orchard Manager, Corporate Human Resource Manager and/or Company Owners.
No employee will be discriminated against or face retribution for asking questions and/or bringing up concerns and complaints about the orchard or the working conditions. If you feel this has occurred, you should contact the Corporate Human Resource Manager and/or Company Owners.
By accepting employment, I agree that I will follow all rules outlined in the Work Rules. I also agree to do as directed by management and I will conduct myself with integrity and honesty in all things. I further agree that I will try to resolve problems with Orchard Management in a cooperative and constructive manner.
I understand that not following company rules, directions from management and/or not doing my job within standards may result in termination of my employment.
EMPLOYEE HYGIENE INSTRUCTIONS
1.Clothing will be clean and in good repair. Employees reporting to work with dirty or soiled clothes will be sent home to change. Personal items such as coats are not to be left in the orchard; do not hang them on a tree, bin or trellis wire; return them to your car if you do not need them.
2.Bathe and wash hair daily.
3.All employees must wash their hands before work, after breaks, after eating and after using the restroom.
4.No eating, chewing gum or smoking in the orchard during harvest. Only water allowed, with screw top lid container.
5.If you are sick and show up to work, you need to report to your crew boss to determine if you are able to work that day.
6.If you have any cuts or sores on your hands, please report to your crew boss for proper bandaging.
7.If you receive a cut while working and start to bleed, report to your crew boss for proper disposal and cleanup of product or machinery. Any fruit that comes into contact with blood will be removed from the production area and destroyed or properly disposed of. Blood must be cleaned from machinery or other surfaces with a bleach solution.
8.If you need plastic gloves for any reason, ask your crew boss where the gloves and their replacements can be found.
9.If you use tape for your fingers and use the restroom, the tape needs to be replaced or plastic gloves need to be used to cover the tape while using the restroom. This also applies to employees when they are on breaks or while they are eating.
10.The company provides disposal canisters for garbage. Employees must dispose of their garbage in these containers and not leave garbage in the field.
11.Employees must always be on the lookout for foreign material such as: glass, metal packing materials, rocks, bones, personal effects, insects, rodents, parts or feces. Any type of foreign material needs to be removed from the product or avoided in the orchard.
12.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 8

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employees must always be on the look-out for potential chemical hazards, such as pesticides, oils and fuels. Any type of leak or spill needs to be reported to the supervisor for immediate attention.
13.Keep any type of chemical containers away from produce and raw product storage area.

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 1

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Worker must promptly confirm such authorization in writing. Workers may be subject to disciplinary action for failing to obtain employer's permission for a personal long-distance call or to repay the cost of such call within a reasonable time. Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence.
In accordance with 8 CFR § 214.2(h)(5)(xi)(A) and 20 CFR § 655.135(j)–(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.

RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.

ADDITIONAL PAY DETAILS. In the event that the applicable H-2A wage rate decreases for any reason during the employer's recruitment and/or H-2A contract period in the instant job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower rate remains the highest of the AEWR, the prevailing hourly wage or piece rate, an agreed-upon collective bargaining wage, and the federal and state minimum wages in effect at the time work is performed.
Employer will pay each worker by check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is
bi-weekly.
Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). Workers are only eligible for overtime pay if required by state law.
Effective January 1, 2022, overtime pay will apply at 1.5 times the regular rate of pay for all hours worked in excess of 55 hours in a workweek.
Workers shall receive a paid 10 minute rest break for every four (4) hours worked. Rest breaks will be paid at the regular rate of pay. If workers are paid by a piece rate (see above), the regular rate of pay shall be determined by dividing the total piece rate earnings for the pay period by the total hours worked in that period, exclusive of rest breaks, or the minimum hourly rate required by law, whichever is greater. Workers shall accrue one (1) hour of paid sick leave for every 40 hours worked. Sick leave will be paid at regular rate of pay. Workers are entitled to use paid sick leave beginning on the 90th calendar day after the employment start date. Unused sick leave of 40 hours or less will be carried over to the following year. Workers terminated for cause or who voluntarily resign employment shall forfeit all unused paid sick time.
ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.

REASONABLE ACCOMMODATIONS. Workers should be able to do the work required with or without reasonable accommodations.

NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.

DEPARTURE ACKNOWLEDGEMENT.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 2

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status.
All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. In the event that the SWA/DOL promulgates new prevailing piece rate(s) lower than the specified piece rates, the employer reserves the right to pay the new, lower piece rate(s) for the applicable activities. When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate. See Addendum A for piece rate schedule.

n. Job Offer Information 14

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued 1

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer provides, at no cost, incidental transportation between worksites.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Inbound/Outbound Transportation Continued 1
Unless paid in advance, employer reimburses inbound travel costs with pay for the first workweek to the extent that worker's out-of-pocket expenses reduce earnings below FLSA minimum wage; remainder of travel costs reimbursed upon completion of 50% of the contract period. Employer provides or pays outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause. Travel reimbursements are based on the least-cost, economy-class common carrier rate.

p. Job Offer Information 16

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	

3. Details of Material Term or Condition (*up to 3,500 characters*) *