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 * Farmworkers/laborers

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	166	166	3. Begin Date * 1/15/2022	4. End Date *11/15/2022

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 *

40	**a. Total Hours**	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 3 : 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	$ ____.__	

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-300-21309-690902 Case Status: Full Certification Determination Date: 11/30/2021 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. *	3	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 70 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 *
261 Mullins Rd.

2. City *	3. State *	4. Postal Code *	5. County *
Yakima	Washingtor	98908	Yakima

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

See Addendum C

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 *
Sunnyslope: 411 Ditch Bank Rd

2. City *	3. State *	4. Postal Code *	5. County *
Yakima	Washingtor	98908	Yakima

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Private - Manufactured	6	96

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)* *

Please see addendum

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.)*

The employer will furnish cooking facilities, utilities all in working condition and sufficient to prepare 3 meals per day at no cost to employees occupying employer provided housing at Sunnyslope, Terrace Heights and Fallout. For the workers living in the employer provided housing, it is currently the employer's policy to schedule one weekly trip to a local market without charge to the employee.

Employees will purchase their own food and prepare their own meals. In the event that it becomes necessary for the employer to provide 3 meals a day to the workers, the employer will charge $13.17 per day, or the current allowable charge as designated by the DOL.

All breaks and lunches will be subject to local, state, and federal regulations. (See 17. C. of the Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders.)

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.)

F.1 Daily Transportation 1.1

The Employer will offer transportation to and from employer-provided housing to the worksite, at no cost to workers who qualify.

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.)

****PLEASE SEE ADDENDUM****

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.)

See Addendum C

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (509) 457-8164	hr@sundquistfruit.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 §
Flory	Brandon	
4. Title *		
Chief Financial Officer		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		11/16/2021

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
	Ambrosia Apple Harvest	$ 19 . 00	Piece Rate	Ambrosia Apple Harvest – All 47x47x24.5 $19.00
	Cosmic Crisp Apples	$ 24 . 50	Piece Rate	Cosmic Crisp Apple Harvest- High 47x47x24.5 $16.34 Per Hour Cosmic Crisp Apple Harvest – All 47x47x24.5 $24.50 Per Bin Cosmic Crisp Apple Harvest- Low 47x47x24.5 $23.00 Per Bin Cosmic Crisp Apple Harvest- Medium 47x47x24.5 $25.00 Per Bin Cosmic Crisp Apple Harvest- Color Pick –All 47x47x24.5 $27.56 Per Bin Cosmic Crisp Apple Harvest- Color Pick –High 47x47x24.5 $16.34 Per Hour Cosmic Crisp Apple Harvest- Stem Clip –All 47x47x24.5 $27.00 Per Bin
	Cripps Pink Apple Harvest-	$ 27 . 00	Piece Rate	Cripps Pink Apple Harvest- All 47x47x24.5 $27.00 Per Bin. Cripps Pink Apple Harvest- Low 47x47x24.5 $23.00 Per Bin. Cripps Pink Apple Harvest- Medium 47x47x24.5 $25.00 Per Bin. Cripps Pink Apple Harvest- High 47x47x24.5 $16.34 Per Hour. Cripps Pink Apple Harvest- Color Pick –All 47x47x24.5 $27.56 Per Bin Cripps Pink Apple Harvest- Color Pick –High 47x47x24.5 $16.34 Per Hour Cripps Pink Apple Harvest- Stem Clip –All 47x47x24.5 $27.
	Fuji Apple Harvest	$ 25 . 00	Piece Rate	Fuji Apple Harvest- Medium 47x47x24.5 $25.00 Per Bin. Fuji Apple Harvest- All 47x47x24.5 $24.50 Per Bin. Fuji Apple Harvest- High 47x47x24.5 $16.34 Per Hour. Fuji Apple Harvest- Color Pick –All 47x47x24.5 $27.56 Per Bin Fuji Apple Harvest- Color Pick –High 47x47x24.5 $16.34 Per Hour Fuji Apple Harvest- Stem Clip –All 47x47x24.5 $27.00 Per Bin
	Gala Apple Harvest	$ 26 . 00	Piece Rate	Gala Apple Harvest- High 47x47x24.5 $26.00 Per Bin. Gala Apple Harvest- Low 47x47x24.5 $27.00 Per Bin.
	Golden Delicious Apple Harvest-	$ 24 . 50	Piece Rate	Gala Apple Harvesting-strip-pick - ALL 47x47x24.5 $24.50 Per Bin.
	Granny Smith Apple Harvest-	$ 24 . 50	Piece Rate	Granny Smith Apple Harvest- Medium 47x47x24.5 $25.00 Per Bin. Granny Smith Apple Harvest- All 47x47x24.5 $24.50 Per Bin. Granny Smith Apple Harvest- High 47x47x24.5 $16.34 Per Hour. Granny Smith Apple Harvest- Color Pick –All 47x47x24.5 $27.56 Per Bin Granny Smith Apple Harvest- Color Pick –High 47x47x24.5 $16.34 Per Hour Granny Smith Apple Harvest- Stem Clip –All 47x47x24
	Honey Crips Apple Harvest-	$ 29 . 36	Piece Rate	Honey Crips Apple Harvest–Low 47x47x24.5 $16.34 Per Bin Honey Crips Apple Harvest–Medium 47x47x24.5 $29.36 Per Bin Honey Crips Apple Harvest- Color Pick –All 47x47x24.5 $27.56 Per Bin Honey Crips Apple Harvest- Color Pick –High 47x47x24.5 $16.34 Per Hour Honey Crips Apple Harvest- Stem Clip –All 47x47x24.5 $27.00 Per Bin Honey Crips Apple Harvest- Stem Clip –Medium 47x47x24.5 $26.00 Per Bin
	Red Delicious Apple Harvest-	$ 20 . 00	Piece Rate	Red Delicious Apple Harvest–Medium 47x47x24.5 $20.00 Per Bin Red Delicious Apple Harvest- Color Pick –All 47x47x24.5 $27.56 Per Bin Red Delicious Apple Harvest- Color Pick –High 47x47x24.5 $16.34 Per Hour
	Plumac Apple Harvest	$ 24 . 50	Piece Rate	Plumac Apple Harvest–All 47x47x24.5 $24.50 Per Bin Plumac Apple Harvest- Low 47x47x24.5 $23.00 Per Bin. Plumac Apple Harvest- High 47x47x24.5 $16.34 Per Hour. Plumac Apple Harvest- Color Pick –All 47x47x24.5 $27.56 Per Bin Plumac Apple Harvest- Color Pick –High 47x47x24.5 $16.34 Per Hour

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
	Scilate Apple Harvest-	$ 24 . 50	Piece Rate	Scilate Apple Harvest–All 47x47x24.5 $24.50 Per Bin Scilate Apple Harvest- Low 47x47x24.5 $23.00 Per Bin. Scilate Apple Harvest- High 47x47x24.5 $16.34 Per Hour. Scilate Apple Harvest- Color Pick –All 47x47x24.5 $27.56 Per Bin Scilate Apple Harvest- Color Pick –High 47x47x24.5 $16.34 Per Hour
	Smitten Apple Harvest- For Wholesale	$ 24 . 50	Piece Rate	Smitten Apple Harvest–All 47x47x24.5 $24.50 Per Bin Smitten Apple Harvest- Low 47x47x24.5 $23.00 Per Bin. Smitten Apple Harvest- High 47x47x24.5 $16.34 Per Hour. Smitten Apple Harvest- Color Pick –All 47x47x24.5 $27.56 Per Bin Smitten Apple Harvest- Color Pick –High 47x47x24.5 $16.34 Per Hour
	Apples for Processing Only	$ 24 . 50	Piece Rate	Bin 47x47x24.5"
	D'Anjou Pears – Harvest	$ 25 . 04	Piece Rate	Bin 47x47x24.5"
	Bartlett Pears, Harvest-	$ 23 . 49	Piece Rate	$23.49 - $25.00 per Bin 47" x 47"x 24.5" Depending on Density of Orchard
	Bosc Pear Harvest	$ 25 . 04	Piece Rate	Bin 47x47x24.5"
	Starkrimson Pear, Harvest High	$ 25 . 00	Piece Rate	Bin 47x47x24.5"
	Seckel Pear, Harvest	$ 16 . 34	Hour	
	Pears for Processing Only	$ 20 . 00	Piece Rate	Bin 47" x47" x24.5"
	Skeena Cherry Harvest	$ 06 . 00	Piece Rate	30 lb. Lug

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
	Sweetheart Cherry Harvest	$ 06 . 00	Piece Rate	30 lb. Lug
	Newtown Pippin Apple Harvest	$ 24 . 50	Piece Rate	47x47x24.5" bin
	Scifresh Apple Harvest	$ 24 . 50	Piece Rate	47x47x24.5" bin
	Benton Cherry Harvest	$ 06 . 00	Piece Rate	30lb lug
	Bing Cherry Harvest	$ 06 . 00	Piece Rate	Bing Cherry Harvest
	Chelan Cherry Harvest	$ 06 . 00	Piece Rate	30lb lug
	Coral Champagne Cherry Harvest	$ 06 . 00	Piece Rate	30lb lug
	Lapin Cherry Harvest	$ 06 . 00	Piece Rate	30lb lug
		$.		
		$.		

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

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 §
Sundquist Fruit, LLC	101 Wagon Trail Drive Yakima, Washington 98901 YAKIMA	Lookout Point: 261 Mullins Rd. Selah, Washington 98942; Sunnyslope: 391 Ditch Bank Rd. Yakima, Washington 98908; Wapatox: 399 Pleasant Valley Rd. Yakima, Washington 98908; Assink: 73 Pleasant Valley Rd. Yakima, Washington 98908; Cuillier: 73 Pleasant Valley Rd. Yakima, Washington 98908; WACO: 373 Vista Ridge Rd. Wapato, Washington 98951; Naches Heights: 1361 Watson Rd Yakima, Washington 98908; Terrace Heights: 8102 Bittner Rd. Yakima, Washington 98908;	1/15/2022	11/15/2022	166
Sundquist Fruit, LLC	101 Wagon Trail Drive Yakima, Washington 98908 YAKIMA	Fallout: 401 Glenwood Spur Rd. Eltopia, Washington 99330 FRANKLIN	1/15/2022	11/15/2022	166

Form ETA-790A Addendum B **FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-21309-690902 Case Status: Full Certification Determination Date: 11/30/2021 Validity Period: _____ to _____

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 *
Stick Built - Private	Terrace Heights: 8102 Bittner Rd. Yakima, Washington 98901 YAKIMA	DOH License: WA-0691-TWH	6	96	☑ Local ☑ State ☑ Federal
Stick Built- Private	Fallout: 403 Glenwood Spur Rd Eltopia, Washington 98516 YAKIMA	DOH License: WA-0828-TWH	3	48	☑ Local ☑ State ☑ Federal
Hotel- Public	Fairbridge Hotel: 1507 N. 1st St. Yakima, , Washington 98901 YAKIMA	DOH License: WA-6651-TA	112	556	☑ Local ☑ State ☑ Federal
					❑ 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: apples, cherries, and pears. These crops listed may or may not be planted.
Under the direction of a crew supervisor, this application encompasses harvest of apples, pears as well as thinning, pruning, training and other orchard labor.

The worker will perform duties on a motorized platform, from the ground and/ or utilizing a ladder. The worker must possess the ability to pick-up and handle a 10 - 12 ft. orchard ladder. All other duties assigned under this order are those of the Farm Worker, Diversified Crops, Standard Occupational Classification (SOC): 45-2092 job under the Bureau of Labor Statistics.
The worker will be assigned work by the supervisor and may perform any of the duties herein. Worker will harvest in a safe, effective manner obeying all work and safety rules, being observant of moving equipment, slip and trip hazards and other potentially dangerous situations, reporting some to supervisors. Worker will report all injuries: use safety procedures while sharpening knives and performing job.

Cherry Harvest: The worker will hand harvest marketable cherries on a motorized platform, from the ground and/or utilizing a ladder. The worker will attach the harness, bucket or bag and pick low hanging fruit. The worker will pick according to grade, color, and size by grasping fruit with their hands and removing it from the tree in a motion so as not to cause "picker damage" defined as harming adjacent buds on the tree branches, bruising, pulling stems or spurs. The worker will carry a harness, bucket, or bag of up to 20 lbs. and will place fruit into plastic lugs.

Pear & Apple Harvest: The worker will hand harvest marketable apples/ pears on a motorized platform, from the ground and/ or utilizing a ladder. The worker will attach the harness, bucket or bag and pick low hanging fruit, while standing on the ground and higher branches while standing on a ladder. The worker will pick according to grade, color, and size by grasping fruit with their hands and removing it from the tree in a motion that will not harm buds on tree branches. The worker will carry the harness or bag of up to 70 lbs. and will place the fruit into bins. The worker must exercise care at all times to prevent picker damage", defined as bruising of fruit, stem/ spur punctures, clipper damage or other defects caused by improper care or technique. Some workers may be tasked with examining harvested fruit in bins and sort out any fruit not meeting the grade, color, and size specifications. Workers will be directed to "sort pick", based on a pre-communicated color standard or removal of physiological defects (sunburn, diseased fruit).

Thinning: The worker will hand thin on a motorized platform, from the ground and/ or utilizing a ladder. The worker will use scissor-like clippers to remove small fruit blossoms, buds and/ or identifiable fruit from within a cluster of other fruits.

The workers must be able to identify and remove fruit that is misshapen, damaged and/ or contains other quality problem.
Training: The worker will hand train fruit trees on a motorized platform, from the ground and/ or utilizing a ladder. The worker will tie, tape or clip fruit tree limbs to wires; position limbs of fruit trees; shoot thin; remove suckers, thin clusters, position shoots, hedge or remove leaves.
Pruning: The worker will hand prune trees on a motorized platform, from the ground and/ or utilizing a ladder. The worker will utilize hand shears, hand loppers, hand saws and other equipment. The worker may be required to selectively prune trees of certain size and color as instructed by their supervisor. The worker will
identify and remove stubs, broken branches, downward growing branches, branches which rub against each other, shaded interior branches, dead wood, shoots, and suckers with various equipment.

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*) *

The Employer will make the following deductions from the worker's wages: FICA taxes, Federal Income tax if required, other deductions expressly authorized or required by state or federal law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the employer due to the worker's damage (beyond normal wear and tear) in accordance with applicable state law and company policy, and any other deductions expressly authorized by the worker in writing. The employer will withhold from the employee's wages the maximum amount for the portion of employee premium required under WA State RCW 50A.04, Paid Family and Medical Leave Program.

PLEASE SEE ADDENDUM

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*) *

SEE ADDENDUM C
4e) Must be able to lift and/or load 70lbs.
4g) Work may take place when temperatures are below freezing and above 100 degrees Fahrenheit.
4h) May require extensive pulling and/or pushing of tools, wheelbarrows, fruit containers, etc.
4i) May require worker to sit and/or walk for extensive periods of time while sorting, picking, examining, weeding, transporting, pruning, etc.
4j) Workers will be required to stoop and/or bend over while performing farm labor such as weeding, irrigating, pruning, picking, removing debris, etc.
4k) There will be repetitive movements while performing most of the farm labor duties, for example picking, sorting, pruning, shoveling, weeding, etc.

d. Job Offer Information 4

1. Section/Item Number *	C.6	2. Name of Section or Category of Material Term or Condition *	Additional Place of Employment Information

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

•1361 Watson Rd, Yakima, WA 98908
•391 Ditch Bank Rd., Yakima, WA 98908
•8102 Bittner Rd., Yakima, WA 98901
•399 Pleasant Valley Rd., Yakima, WA 98908
This employer owns and/or operates all worksites in this application. Additional Worksites in Addendum B.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions

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

Employers will accept referrals or applications from any source. The employer will provide a copy of this ETA 790 and Addendums to any job seeker looking for work. Any jobseeker wishing to apply for this job opportunity must be fully apprised of the terms and conditions of the ETA 790 and Addendums.

SWA may only refer for employment individuals who have been apprised of the material terms and conditions of employment and have indicated, by accepting referral to the job opportunity, that he/she is qualified, able, willing, and available for employment. Applicants can view the job order on the Washington ESD website at: https://www.WorkSourceWA.com.

Applicants should thoroughly familiarize themselves with the job specifications as well as terms and conditions of employment in this Clearance Order prior to contacting the employer or seeking a referral. Only workers meeting all the qualifications of employment and are also eligible to work in the U.S., able, willing, and qualified lo perform the work, with or without reasonable accommodation, and who will be available at the time and place needed, should contact, or be referred to the employer.

Applicants will be provided copies of the ETA 790 Form, and Attachment in a language understood by the worker as necessary or reasonable at the time of recruitment. Workers in corresponding employment will be provided copies of the ETA 790 Form and Attachment In a language understood by the worker as necessary or reasonable at the time work commences.

Please report any of the following conduct immediately to Rosa Gutierrez, 509-457-8164. This conduct Is prohibited:
1.If someone promises work in exchange for money or a favor,
2.If someone tells you that you will not be hired unless you pay them money.

Walk-in applicants whose pre-employment paperwork is completed at the time of hire must have a valid Identification document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy employer provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of Identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, the employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the employer.

Per 20 CFR 653.501(d)(4) The applicant holding office must notify all referred farmworkers, farm labor contractors on behalf of farmworkers, or family on behalf of farmworker family members, to contact an ES office, preferably the order-holding office. to verify the date of need cited in the clearance order between 5 and 9 business days prior to the original dale of need cited in the clearance order; and that failure to do so win disqualify the referred farmworker from the first weeks' pay as described in paragraph (c)(3)(1) of this section. The SWA must make a record of this notification.

Walk-in applications will be accepted at: 10804 Gilbert Rd., Yakima, WA 98903. Referral Contact: Rosa Gutierrez Contact hours are Monday through Friday between 8:00 a.m. and 12:30 p.m. and 2:00 p.m. to 5:00 p.m. ("Regular Business Hours"), except on federal holidays the employer will Interview applicants via phone or in person by appointment. Gate or walk-in traffic during regular business hours may request an application and schedule an appointment for a phone or in person Interview, Applicants, state workforce agency personnel, walk-Ins, gate hires. etc. may call for an Interview during regular business hours or call for an application and submit the completed application to Sundquist Fruit c/o Rosa Gutierrez, PO BOX 1308, Yakima, WA 98907. Phone Number: 509-457-8164.

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8a Job Qualifications and Duties 1.1

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

Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 70 pounds in the course of performing required activities. Workers must be able to listen, understand, and follow instructions of company supervisors and managers.

1. Must possess requisite physical strength and endurance to repeat the pruning, thinning, training, harvest, and other farming processes throughout the workday.
2.Must be able to harvest fruit without damaging or bruising fruit. Observation of bruised, damaged or cull fruit by the supervisor will result in a bad bin mark. After three bin marks workers are subject to disciplinary action up to and including termination.
3.Must be able to perform work at the assigned time during light rain, high humidity, and high heat temperatures. Worker may be required to work in the orchard when trees are wet with dew/ rain and should have suitable clothing for variable weather conditions.
4.Must be able to perform all duties within this job order in a safe manner adhering to all orchard safety guidelines, practices, and procedures.
5.Must wear all required and assigned persona] protective equipment at all times. Worker must wear proper clothing and footwear. Footwear must be closed-toed and durable.
6.Workers must use equipment safely at all times and never operate equipment that they are not authorized to use. Workers must wear personal protective equipment (PPE) when applicable.
7. Workers may not use a cellphone or handheld device while operating equipment.
8.The employer will assign a supervisor. Workers must follow the specific instructions given for each day's work.
9.Workers are required to attend an orientation on workplace rules, policies, and safety information.
10.Workers must follow procedures to ensure safety of the company's product and workers' health.
11.Workers are expected to be on premises and ready to begin work at the beginning of their scheduled shift.
12.If a worker will be absent or late, they must let the Orchard Foreman know as soon as possible, but in all cases, before the scheduled shift begins. The worker may leave a voicemail stating the reason for being absent or late and, if possible, a phone number where they may be reached.
13.Non-employees will not be permitted in or adjacent to the work site. Workers arriving to work with non-working children or other non-employees will be sent home.
14.Must comply with the Sundquist Fruit Quality Standard as defined in the job description and conditions of employment. Workers will be disciplined for picker damage and sort picking inappropriately as defined in the job description.

Other violations of the Sundquist Fruit Quality Standard include:
a.Tree damage - improper removal of fruit from the tree or handling of ladder resulting in excessive amounts of leaves, spurs or branches breaking from the tree
b.Dropping fruit - willfully dropping marketable fruit on the ground while picking
c.Leaving fruit - failure to pick all marketable fruit from the tree as instructed by the supervisor
d.Under-filed bins - failure to fully fill bins prior to utilizing a new bin
e. Concealment- attempt to cover up poor picking or handling by physically covering poorly picked fruit with marketable fruit

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 - A.8a Description of the specific services 1.1

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

Tractor Driving: The worker will be responsible for inspecting the tractor. Duties include getting in and out of the field. The worker will take empty bins as they go into the lot and set them throughout the lot for workers harvesting to fill with product. The worker will go in and out of the field and set the bins. Once workers fill up the bin, the worker will go into the lot to take out the full bins of product. The worker will take the bins out of the field and once out of the field a forklift will transfer the product into a trailer. The cycle repeats.
Additional Duties:
1.Weeding, hoeing, trunk painting, hand fertilizing and growth selection by hand and clipping.
2.General labor to assist in establishment of new orchard properties by clearing property, planting trees, building trellis, repair and spreading of composted material.
3.Caring for trees during growing process.
4.Monitoring tree disease such as blighted branches in apples and gummosis in cherries.
5.Harvest preparation including spreading liners in bins and rolling bins into blocks by hand.
6.Repairing sprinklers on overhead cooling system.
7.Loading and unloading empty bins by hand.
8.Sorting fruit during harvest.
9.Farm clean up tasks to include picking up garbage around the orchard, removing old string/ wire from trellis/ orchard blocks and other tasks.
10.Operating farm machinery and/ or motorized vehicles.
11.Maintenance tasks for farm machinery.
12.Spraying fruit trees.
13.Attend monthly safety meetings.
14.Some of the more experienced workers can assist supervisors working as checkers.

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.8a Description of the specific services 1.2

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

Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictates. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations. Specifically, workers will be expected to perform any and all of the listed tasks assigned to the worker in a workmanlike and efficient manner while maintaining the work pace of the crew. All work must be performed in a manner that exhibits SQF and the utmost in food safety at all times.

Instructions and general supervision will be provided by a designated crew leader or company supervisor. However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated. All work must be performed in a manner that exhibits SQF and the utmost in food safety at all times.

All safety rules and instructions must be meticulously observed throughout the workday. All Sundquist Fruit rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. All Food Safety rules must be adhered to, including the wearing of, but not limited to, plastic gloves, aprons, sleeves. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the application of disciplinary procedures, up to and including termination.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.9 Special Pay Information

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

Basis of Pay: For certain crops and certain activities contained in this application, it is the prevailing practice to compensate workers on a piece rate basis. At other times, it may not be practical to use a piece rate compensation system, and in these cases, the employer will use the required hourly rate. Whenever a piece rate is used as the basis for compensation, it shall be equal to or greater than the Adverse Effect Wage Rate (AEWR) ($16.34 per hour) at the end of each payroll period.

The Department of Labor posts the results of wage and prevailing practice surveys on the Agricultural Online Wage Library (AOWL). Any piece rates paid by the employer during the contract period will be in accordance with the AOWL when applicable, unless the AOWL rates are invalidated by changes in regulation, law, or court action. During this contract, if the AOWL indicates a change in rates, the employer will change the wage rate, either up or down, effective on the date the employer is notified of the change by DOL.

The worker is always guaranteed the highest of 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. If the worker is paid by the hour, the employer will pay the worker at least the 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, for every hour or portion thereof worked during a pay period.

These rates are subject to change and may increase or decrease during the contract period. In the case the AEWR is lowered during the contract period, the employer may choose to pay the new AEWR upon notice from the DOL or as otherwise specified by law.

j. Job Offer Information 10

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

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

Deductions from Pay

The Department of Labor has determined that the following prevailing rates apply to these commodities in Washington State. This decision is under appeal. The Employer agrees to pay the listed prevailing rates whenever they are applicable, unless or until they are superseded by DOL or overturned by court order.

If the prevailing wage or AEWR (hourly or piece rate) increases or decreases during the contract period, the employer will pay any adjusted rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease, Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

For tree training and thinning, the piece rate will vary based on the orchard density. Minimum piece rates for tree training and thinning are below:

Block Density: 100 200300400500600700800900
Rate/Tree:$1.00 $0.50 $0.33 $0.25 $0.20 $0.17 $0.14 $0.13 $0.11

Block Density: 1000110012001300140015 00
Rate/Tree:$0.10$0.09 $0.08$0.08$0.07$0.07

Pruning Rates range from $0.10 to $9.00

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - A.11 Deductions 1.1

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

Break & Meal Periods: Workers will receive a 10-minute paid rest break for every four hours worked. Ideally, a break will occur near the midpoint of each four-hour work period. Workers working more than five hours in a day are required to take a 30-minute unpaid meal break two to five hours into their shift. If a worker works more than eleven hours in a day, they will have an additional meal period. Authorized Deductions: The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); Washington State Family Leave Act payroll deductions; re• issue check policy: after the first loss, mutilation or expiration of a worker's check, the company will charge $35 dollars of processing fee for every check that is lost, mutilated or expired, regardless of the amount of the check, for any reason other than the company's responsibility; recovery of any loss to the Company due to damage or loss of equipment; housing or furnishings (beyond normal wear and tear) caused by the worker (if any); medical insurance payments, if applicable; and deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage. The employer shall not make any deduction from the wage or require any reimbursement from a worker for any cash shortage, breakage, or loss of equipment, unless it can be shown that the shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.

Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, prevailing hourly wage or piece rate (if any), the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will guarantee the required wage for work performed in Washington ($16.34 per hour). Employer assures that the required wage rate will be paid at the time that the work is performed. Employer may pay a lower AEWR or prevailing hourly or piece rate as long as such rate remains the highest of the above rates at the time that the work is performed. Workers will be paid at the hourly AEWR rate for orientation and all meetings.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.11 Deductions 1.2

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

The normal work week is 5-7 hours per day (40 hours per week), Monday through Saturday. Saturday work is required. Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. At the Company's discretion, it may release workers for a period of time, as determined by the Company, during April and May 2022. During this time, workers may travel home at the employee's cost. The Company will provide employees with a specific time frame for the break. Any leave by the worker outside of this authorized break period will be considered an absence.

This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action, in accordance with Sundquist Fruit's policies in its handbook.

Start times vary depending on the weather (fog or heavy dew). The workday start times may vary between 5:00 a.m. to 1:30 p.m. and the workday and times vary between 12:10 p.m. to 6:00 p.m. depending on the start time but may start earlier or later depending on the time of year, hours of daylight, weather, and production requirements. Workers must be able to work varying shifts as required by the season and work performed. An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid to-minute work breaks are provided. Workers are notified of any change in the start time. All employees not occupying employer-provided housing must provide the Company with contact information before the worker commences employment. This contact information may be used to notify the worker not to report work due to inclement weather or when work is not available or to notify the workers of any change in the worker's daily schedule, or for any other reason.

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - A.11 Deductions 1.3

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

First Work Week Guarantee: The Company will provide domestic workers referred through this Clearance Order with 40 hours of work for the week beginning with the anticipated starting date of employment set forth in Item 9 (ET A-790 Form) unless the employer amends the date of need in accordance with 20 CFR §653.501 (d) (2) (v). If the worker fails to confirm the starting date of employment with the order-holding office between 5 and 9 working days before the date of need set forth in Item 9 (ET A-790
Form), the worker will be disqualified from this assurance. For the purposes of this guarantee, a workday shall mean 7 hours per day Monday through Friday and shall exclude Sunday and Federal holidays. The hourly rate applicable to the first work week guarantee is $16.34/hr.

¾ Guarantee: The employer guarantees to offer employment for a minimum of ¾ of the hours and workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after a worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the ¾ guarantee period ends on the date of termination. Employer is not liable for payment of the ¾ guarantee to H-2A workers if the H-2A worker 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) (50 percent rule). If the employer fails to provide the worker with the amount of work required under this guarantee, the employer will pay the worker the amount the worker would have earned had the worker worked for the guaranteed number of work hours. For purposes of the ¾ guarantee, hours worked will be the same as hours offered.

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 - B.6 Job Qualifications and Requirements 1.1

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

GENERAL CONDITIONS: Field work begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in freezing or high heat temperatures. The worker may be required to work in the orchard when trees are wet with dew/rain and should have suitable clothing for variable weather conditions. Worker may be required to lift or load up to 70 lbs. continually.

The Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non-passenger intended equipment unless instructed and authorized by the employer or supervisor to do so.

All work-related injuries must be immediately reported to the crew leader, foreman, or supervisor. Workers' compensation claims may be presented to any medical provider, through your employer or state agency if applicable.

Full Growing Season Commitment: The worker agrees to be available for work and perform the assigned work for the assigned employer through the full period of employment 01/15/2022 through 11/15/2022, in accordance with sections A.3 and A.4 of the ETA 790.

Light Duty: Workers restricted to light duty work by their physician may be offered light duty jobs in accordance with State Law and/or agency guidance.

Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper methods and other crop specific issues.

Cannot be color blind due to the need to distinguish colors of the product, able to use shears, clippers and other agricultural tools, no smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work fields. Proficiency in English or Spanish is required for training and safety purposes.

This work may entail exposure to plant pollens, insects, and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times.

Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 70 pounds in the course of performing required activities. Workers must be able to listen, understand, and follow instructions of company supervisors and managers.

Work is performed outdoors in open fields and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal field environment. Temperatures can range from 20 degrees F to over 100 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described. Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 70 pounds in the course of performing required activities. Workers must be able to listen, understand, and follow instructions of company supervisors and managers.

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - B.6 Job Qualifications and Requirements 1.2

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

General Job Specifications:

1.Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established orchard safety guidelines, practices, and procedures.
2.Must wear all required and assigned personal protective equipment at all times when required to do so. Worker must wear proper clothing and footwear depending on the season. All footwear must be closed-toed and durable due to safety precautions.
3.The Employer or designated worker will provide instructions and general supervision. Workers will be expected to conform to the specific instructions given for each day's work.
4.Workers will be required to attend an orientation on workplace rules, policies, and safety information.
5.Individuals who are not employed by the Employer will not be permitted in or adjacent to the work site. In particular, no non-working children may be present at or adjacent to work sites or left in vehicles during the workday. Workers arriving at work with non-working children or other non-workers will be sent home.
6.Workers who are eligible for Employer provided housing will have employer arranged transportation from the housing to the worksite.

All other duties assigned under this order will be those duties of Farm Worker, Diversified Crops, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - D.10 Additional Housing Information 1.1

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

Housing has been inspected by the appropriate state agency. Workers residing in employer provided housing are responsible for maintaining the housing in a neat and clean manner. The employer will distribute and post a camp management plan and housing rules at each housing unit. Workers who do not comply with housing rules will be subject to progressive discipline up to and including termination and removal from housing.
Workers are also required to report maintenance work orders, damages, and hazards to the employer immediately upon discovery. Workers must not take any action to cause the housing or the employer to be out of compliance with any federal, state, or local regulation. The employer retains the right to inspect the housing at any time.

Visitors must check in with the camp manager or the main office per SQF food safety rules. Access to housing by authorized government personnel, job service outreach workers, and invited guests is permitted in common areas as long as their presence does not disrupt or interfere with the quiet enjoyment of housing residents. Overnight guests are not permitted.
Family housing:
As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. Family housing is not a prevailing practice in Washington state. Workers may be reached at the following address and phone number:
ADDRESS: P.O. Box 1308, Yakima, WA 98907 PHONE: 509-945-9733, Attn: Evelia Cervantes
Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above. Collect calls will not be accepted.

Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.

The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered daily transportation to and from the work site, the pre-designated pick-up points, and/or from their housing location. Such workers may decide to provide their own transportation to and from the work site. They may also decide to provide their own transportation to and from the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working.

The Employer will assign the Worker housing accommodations, if applicable. No person may occupy the Employer-provided housing without prior written permission by the Employer. The worker agrees to have deductions made from their last paycheck for damages to housing consistent with federal and state law. The Worker may decline an offer of housing.

r. Job Offer Information 18

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - D.10 Additional Housing Information 1.2

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

Due to compliance with GlobalGAP and food safety, visitors to the housing facility must check in with the camp manager or main office. Access to housing by authorized government personnel, job service outreach workers, and invited guests is permitted in common areas as long as their presence does not disrupt nor interfere with the right of quiet enjoyment of all housing residents. Overnight guests are not permitted.

The employer will offer housing, bedding (mattresses, blankets, sheets, pillows, and pillowcases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis Additional Housing Addresses in Addendum B. Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.
No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all times. Workers housed under the terms of this Clearance Order shall vacate the housing within 72 hours upon termination of employment.

Reasonable repair costs of damage other than that cause by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee. Workers agree to have deductions made from their last pay
check for any damages made to housing consistent with federal and state law.

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - F.1 Daily Transportation 1.2

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

The workers will be picked up at the housing locations; the time of pick-up depends on variable factors, such as weather, field location, job duties, etc. They will be returned to the housing in the same manner after their shift is done; time varying depending on the same factors. The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize the transportation offered by the Company. Workers are free to provide their own transportation to and from the daily work.

The Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect to occupy the Company-provided housing from one or more pre-designated pick-up points to and from the daily work site.

t. Job Offer Information 20

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

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

Inbound:
For the Workers who complete 50 percent of the work contract, the Employer will either provide transportation and subsistence during transportation, or reimburse the reasonable cost incurred by the Worker for transportation and subsistence during transportation from the place from which the Worker departed to the employer's place of employment. In order to comply with the FLSA, the Employer will advance this payment prior to the first paycheck. Workers who do not complete 50% of the contract will have the advance deducted from their final paycheck. Transportation may be arranged by the employer and could include any of the following, depending on cost efficiency: Bus, Plane, Train; or a combination of the travel means. The amount of reimbursement for transportation shall be the worker's actual cost, but not more than the most economical and reasonable common carrier transportation charges for the distance involve.

The Employer will reimburse subsistence during transportation as soon as practical after the Workers arrive. The rate of reimbursement for subsistence during transportation is $13.17 per day if no receipts are offered, up to a maximum of $55.00 per day if the Worker presents receipts as specified in 20 CFR 655.122 (h)(1) and 20 CFR 655.173(a). Employer will provide or pay for reasonable lodging accommodations when applicable. The amount of the daily subsistence payment will be at least as much as the employer would charge the worker for providing three meals a day during employment (if applicable), but in no event less than the amount permitted under sec. 655.173(a)," which is $13.17 per day according to Federal Register Volume 86, Number 45 published on Wednesday, March 10, 2021.

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

Outbound:

The Employer will offer to provide or pay outbound transportation per 20 CFR 655.122 (h) (2). The basis for reimbursing the transportation benefit is the place from which the Worker has departed to the Employer's place of employment. All criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers.

Return transportation will not be provided to workers who voluntary abandon employment before the end of the employment period, or who are terminated for cause.

In the event of the death of a worker during the time the worker is employed under this Clearance order, the worker's remains will be returned to the worker's permanent home at no cost to the worker or the worker's family.

v. Job Offer Information 22

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - G.1 Referral and Hiring Instructions

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

If a Job Service Office will be referring several applicants at the same time; it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule Interviews. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Only the Administrative or Human Resources staff have the authority to hire workers. Applicants can be referred at any time to Administrative or Human Resources staff. Applicants and referrals will not be considered to have applied until a property completed and signed application is provided lo the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker (MSPA) employment disclosures (or Contract containing disclosures) required by law.

The employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135. Qualified U.S. workers may apply for the Job during the positive recruitment period and through 50% of the contract period. Eligibility for seasonal work will depend upon the applicant's qualifications. Working in one season or year does not guarantee or create an expectation of employment in a future season or year.
Upon hire workers will be assigned to a worksite at the employer's discretion based on the employer's need and reasonable commuting distance

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision -

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

For the employees occupying Fairbridge Hotel, the employees will be provided 3 meals a day, 7 days a week at the cost of $13.17 per day. Breakfast will be served in the entrance halls from 3:30 AM to 7:00 AM. At breakfast, workers will pick up their “To Go” packed lunch before leaving for work. For workers not working in the fields, lunch will be served in the entrance halls or rooms from 12:00 PM to 1:00 PM. Dinner will be served in the entrance halls or rooms from 5:00 PM to 8:00 PM. All breaks and lunches will be subject to local, state, and federal regulations. (See 17. C. of the Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders.) Meal charges may be subject to change due to variance of the Federal Meal Charge Rate or a DOL approved rate change.

x. Job Offer Information 24

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - H.1 Other Conditions of Employment 1.1

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

1.This document is translated into Spanish if there are any differences the approved English version controls.

2.Discipline and/or Termination: The Employer may discipline and/or terminate the Worker for lawful job-related reasons: a) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; b) commit serious act(s) of misconduct or serious or repeated violation(s) of company policies and procedures attached hereto; c) fails after completing the training period to perform the work as specified in Item 8.a; d) abandons his employment; e) falsifies identification, personnel, medical, production or other work related records; f) fails or refuses to take a drug test when requested during employment; or g) commits acts of insubordination (defined as failure to regard or obey authority).

Note: Drug testing will only be conducted post-employment and at the expense of the employer as stated in accordance with Departmental regulations at 20 CFR sec. 655.122(b). This is not a drug test requirement, but a statement outlining that the employer may conduct post-employment drug testing at the expense of the employer.

3.Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the Employer no later than the first day of employment. The Employer has a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the Worker from future employment opportunities with the Employer. If the Worker abandons their employment without notice during the period covered by this work agreement, they are terminated immediately and will be disqualified from future employment opportunities with the Employer. If the Worker resigns their employment voluntarily, the Employer will consider and evaluate special circumstances and hardship on a case-by-case basis.

4.For workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.

5.Drug Free Workplace: All work sites covered by this clearance order and all facilities of the employer are drug free workplaces. Employees must not report for work, enter employers’ property, or perform service while under the influence of or having used illegal controlled substances including but not limited to Marijuana. Employees must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol, or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.

6.Substance abuse policy: The Employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our members and their workers and visitors. The use or possession or being under the influence of drugs or alcohol during working time is prohibited. If the Worker arrives to work impaired due to substance abuse, they will be subject to progressive discipline up to and including termination

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - H.1 Other Conditions of Employment 1.2

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

7.Unemployment Insurance: Domestic workers are generally covered by unemployment insurance. Foreign workers are generally not eligible for unemployment insurance benefits. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.

8.The Employer will provide sick leave to employees. The employee will accrue paid sick leave at a minimum rate of 1 hour for every 40 hours worked. Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment, and sick leave will be paid at the employee's normal hourly rate. Unused paid sick leave of 40 hours or less will be carried over to the following year for those workers returning to employment with the employer.

9.Employers will grant reasonable access to outreach workers pursuant to 20 CFR 653.107 and 653.501(3)(vii).

10.The worker may be considered an employee under the laws of the state of Washington and is subject to state worker health and safety laws.

11.You may be subject to both state and federal laws governing overtime and work hours, including the minimum wage act under chapter 49.46 RCW.

12.Workers are not charged any fees other than the applicable Visa Fees paid to the U.S. Department of state for a visa interview, which will be reimbursed should the worker receive a visa and arrive at the place of work.

13.You have the right to keep in your possession, your travel and labor documents, including your visa, at all times, and your employer may not require you to surrender those documents to the employer or to the international labor recruitment agency while you work in the United States, except as otherwise required by law or regulation or for use as supporting documentation in visa applications.

You may contact the services or hotline listed below if you think that you may be a victim of trafficking:
•Emergencies: 911
•Washington Anti-Trafficking Response Network (WARN): 206-245-0782
•Office of Crime Victims Advocacy Web site or Hotline: 1-800-822-1067 or on the Web at www.commerce.wa.gov/site/247/default.aspx.
•Department of Labor & Industries' Crime Victim Compensation Service Center: 1-800-762-3716 or on the Web at www.crimevictims.Lni.wa.gov.
•For information on workplace rights, worker safety and health or workers' compensation, contact Department of Labor & Industries at 1-800-547-8367 or on the Web at www.Lni.wa.gov.
•See other relevant telephone numbers on the workplace posters at your workplace or at www.Lni.wa.gov/IPUB/101-054-000.pdf.

z. Job Offer Information 26

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - H.1 Other Conditions of Employment 1.3

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

No non-workers will be permitted at the worksites or on Company property without permission of the company except where access is required and/or limited pursuant to federal law. Importantly, no non-working children may be present at or adjacent to the worksite or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.

Workers may not report for work, enter the work site, or perform services while under the influence of or having used alcohol or any illegal controlled substance, including marijuana. The possession or use of illicit drugs, including marijuana, or any alcohol on any work site, housing site or property of the employer is prohibited and will be cause for termination and/or suspension. Workers must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident in which alcohol or drug usage may have been a contributing factor, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers).

The company may conduct laboratory exams or any other means of testing or medical evaluations when situations occur during the course of job that require it. The medical exam will be conducted by a designated physician and/or laboratory selected by the employer. All costs associated with the medical evaluation will be paid by the employer. Smoking is not permitted inside on the farm.

Workers may not use or possess alcohol, drugs, or pornographic materials, whether in print or digital form, in the company housing areas and transportation vehicles. Possession of alcohol, drugs or pornographic material is prohibited from company housing and transportation vehicles, this policy is to ensure the health and safety of the workers. All visitors must check in with the designated H-2A housing manager. Visitors shall only be allowed from 8am to 9pm as to not disturb workers' right to quiet hours. The hours between 9pm and 8am are to be considered quiet hours. No members of opposite sex may be in housing rooms at any times. If visitors are to visit housing rooms within employer provided housing, they must have prior permission from all worker occupants to do so. Visitors found to be engaged in any illegal activity or in violation of housing rules will be asked to leave the premises. The employer reserves the right ban entry to employer provided housing of visitors previously escorted off the premise due illegal activity.

The employment described in this Clearance Order is not covered by a collective bargaining agreement. The terms of this Clearance Order, and accompanying documents, will govern the employment, including provisions for discipline, discharge, and grievances.

Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include knives, plastic gloves, aprons, sleeves if needed to perform the job.

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 - H.1 Other Conditions of Employment 1.4

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

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 will notify the DOL and, if applicable, the DHS, in writing not later than 2 working days after termination. Employees will be deemed to have abandoned the contract regardless of any express termination for cause if such employee fails to show up for work at the assigned time and place for 3 consecutive workdays. When employer timely complies with the notice requirement, employer is not responsible for the worker's return transportation and the worker is not entitled to the ¾ guarantee.

Contract of Impossibility: If, before the ending date of the period of employment set forth in Item 9, the services of the worker are no longer required for reasons beyond the control of the Employer, due to fire, weather, or other Act of God that makes the fulfillment of the anticipated period of employment impossible, the Company may terminate the worker's employment. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination, the employer will fulfill the above ¾ guarantee for the period that has elapsed from the first workday the worker is at the employer's place of employment and is ready, willing, able, and eligible to work, until the date employment is terminated. The employer also assures that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and, where applicable, consistent with existing immigration laws.

In situations where a transfer is not affected, the employer will: 1) offer to return the worker at the Company's expense, to the place from which the worker, disregarding intervening employment, came to work for the Company, or 2) transfer the worker to the worker's next certified H-2A employer, whichever the worker prefers; and 3) reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment (if such deductions exist, if reimbursement has not yet been made, or if the employer did not advance such payments). The employer will also ensure that workers are paid for any inbound transportation and subsistence costs if such workers have not yet been reimbursed or if the employer has not advanced such costs. Reimbursement for daily subsistence and transportation are $13.17 per day and up to $55.00 a day with receipts under the same terms as Item F. 3.

Throughout this contract, for purposes of inbound and outbound transportation and subsistence reimbursement, for H-2A workers, the place from which the worker came to work for the Employer is the designated places of recruitment. This is also the place from which foreign workers will be recruited from, therefore the designated place of recruitment referenced above is the place from which the worker came to work for the Employer. For U.S. workers who reside outside a reasonable commute distance, the place of recruitment is where the applicant applied for and interviewed for the H-2A job opportunity

. Job Offer Information 28

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - H.1 Other Conditions of Employment 1.5

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

The reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any Reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow written housing rules ; (b) commits serious acts of misconduct; or (c) maligners or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) other job-related reasons and (f) reasons for termination as identified below. Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers who become ill or injured for non-work-related reasons and are unable to perform essential functions of the job will be released for cause.

REASONS FOR TERMINATION: The company may discipline and/ or terminate a worker for lawful job-related reasons. The following are examples of unacceptable conduct. This is not an exclusive list. The company will respond to violations of these rules and any improper conduct based on the seriousness of the offense. There is no guarantee of progressive discipline - some conduct will result in termination on the first offense. Discipline and termination is in the company's sole discretion.

1. Failure or refusal to carry out job assignments and management requests.
2. Falsification of any work, personnel, or other company records, including entering false information into the time clock or clocking in/ out for another person.
3. Dishonesty, including unauthorized taking of company equipment, property, or funds.
4. Discrimination against, harassment of co-workers, or retaliation against co-workers who complain about discrimination or harassment.
5. Possession, use, sale or being under the influence of alcohol or illegal drugs during work hours or on company property. "Illegal drugs" includes all substances scheduled under the federal Controlled Substances Act (including marijuana) and also including prescription drugs taken without or contrary to a prescription.
6. Bringing weapons onto company property.
7. Deliberate damage to company property or property belonging to another employee.
8. Verbal abuse, fighting or threatening another employee.
9. Excessive absenteeism, tardiness, or failure to call in when absent or late for work.
10. Violating safety rules or misuse of equipment.
11. Violation of any other company policy