



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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crop, Nursery, and Greenhouse							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	700	292	3. Begin Date * 1/23/2022	4. End Date * 11/22/2022			
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.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday
							a. 6 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 12 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> 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 * \$ 16 34		8c. Per * <input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		8d. Piece Rate Offer \$ \$ 00 00		8e. Piece Rate Units/Special Pay Information \$ Piece rate bonus may be offered in units of tree, piece, acre, vine, bin or space	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> 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							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 *			
4597 Stemilt Hill Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Wenatchee	Washington	98801	Chelan
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
The address noted above is the main office and place of hiring. The orchards are all near the main office. Wenatchee orchards include: 169 & 177 Mathison Cherry Camp Rd; 207, 250, 511, 895, & 954 Pinedale Ln; 631 Wheeler Hill Rd; 2366 Upper Wheeler Rd; 4402 Loop Rd; 501 Kyle Mathison Amigos Rd; 4471, 4601, 4735, 5120, 5157, & 5192 Stemilt Hill Rd; 5511, 5525, 5540, 5595, 5805, 5837, 5907, 6025 Stemilt Loop Rd; 5070, 5121, & 5116 Blair Slack Rd; Additional orchards in Malaga located at 3850 Hamlin Rd; 2000 Malaga			
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? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
World Famous Cherry Camp: 169 Cherry Camp Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Wenatchee	Washington	98801	Chelan
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Cabin-WA-0425-TWH		30	162
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
See Addendum C			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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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 at no cost to employees occupying employer provided housing. Employees will purchase their own food and prepare their own meals. Once a week, employer will provide transportation to workers from employer provided housing into town to purchase groceries. Employer provided housing includes a hot plate, a refrigerator, and sink within each unit.

2. If meals are provided, the employer: *	<input checked="" type="checkbox"/> WILL NOT charge workers for such meals.
	<input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> 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.)
See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)
Transportation to and from the place of employment shall be in accordance with 20 CFR 655.122(h) and is further described in the corresponding addendum to this question. The mode of transportation provided by employer is generally limited to buses and vans.

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	\$ <u>13</u> . <u>17</u>	per day *
	b. no more than	\$ <u>55</u> . <u>00</u>	per day with receipts



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G. Referral and Hiring Instructions

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

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

Employer will accept referrals from any source. WorkSource Offices will apprise the terms and conditions of employment.

Applicants who wish to apply for a job opportunity should apply at the nearest SWA office. (20 CFR 655.152(j)). The SWA will apprise applicants of the material terms and conditions of the employment, and will only refer applicants for employment if the applicant indicates that he or she is qualified, able, willing, and available for employment. (20 CFR 655.155).

Candidates may apply between 8 am to 4 pm, Monday through Friday by calling Kyle Mathison Orchards at 509-662-3613, or they may also apply in person at 4597 Stemilt Hill Rd, Wenatchee, WA 98801. Kyle Mathison Orchards will conduct an interview by either method and if the candidate appears qualified will communicate a hiring decision. If the applicant is unable to attend an in person interview, the applicant may call Kyle Mathison Orchards at 509-662-3613. Kyle Mathison Orchards will conduct an interview and if the candidate appears qualified will communicate a hiring decision.

Employer will verify, within the time stipulated by the law, the validity of documents provided by workers to demonstrate eligibility to legally work in the United States.

Candidates are encouraged to check back with Employer one week prior to the date of need to confirm there have not been any changes to the job opportunity. Candidates referred by the employment office (i.e. WorkSource) should check back with the employment office 9 days and no later than 5 days prior to the date of need to preserve their rights under 20 CFR 653.501(v)(B).

Employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135. All qualified eligible U.S. workers are encouraged to apply for these jobs during the positive recruitment period and through 50% of the contract period.

2. Telephone Number to Apply *

+1 (509) 662-3613

3. Email Address to Apply *

hrkmo@stemilt.com

4. Website address (URL) to Apply *

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



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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).



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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 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

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

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. 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).



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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).



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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 \$
Zepeda	Albert	W
4. Title *		
Director of Human Resources & Payroll		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		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.



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Apple Harvesting - Color Picking in High Density	\$ 16 . 34	Hour	
	Apple Harvesting - High Density	\$ 16 . 34	Hour	
	Apple - Harvesting - All Density	\$ 24 . 50	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Apple - Harvesting - Low Density	\$ 23 . 00	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Apple - Harvesting - Medium Density	\$ 25 . 00	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Apple - Harvesting - Color Pick - All Density	\$ 27 . 56	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Apple - Harvesting - Color Pick - Low Density	\$ 26 . 00	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Apple - Harvesting - Color Pick - Medium Density	\$ 29 . 36	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Apple - Harvesting - Stem Clip - All Density	\$ 27 . 00	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Apple - Harvesting - Stem Clip - High Density	\$ 26 . 00	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Apple - Harvesting - Strip Pick - All Density	\$ 24 . 50	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Apple - Harvesting - Strip Pick - Low Density	\$ 23 . 40	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Apple, Honeycrisp - Harvesting - Medium Density	\$ 29 . 36	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Pear - Harvesting - All Density	\$ 25 . 04	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Pear - Harvesting - Low Density	\$ 25 . 04	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Pear, Bartlett - Harvesting - All Density	\$ 25 . 00	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Pear, Bartlett - Harvesting - High Density	\$ 23 . 49	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Pear, Bartlett - Harvesting - Low Density	\$ 25 . 04	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	Pear - Harvesting - High Density	\$ 25 . 00	Piece Rate	Bin measures 47x47x24.5 Special Pay Information: Workers are paid hourly with an opportunity to earn a bonus of up to the amount listed under ?Wage Offer?. This rate is an additional productivity bonus available to workers for the activity specified herein to the extent the bonus amount exceeds a worker's hourly pay. The rate provided represents the prevailing wage rate for Washington published by the US Dept. of Labor at the time this ETA 790 was drafted.
	All Activities (other than high density apple harvesting and high density apple color picking)	\$ 16 . 34	Hour	



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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 *
Single Family-WA-0744-TWH	KFF: 6025 Stemilt Loop Rd. Wenatchee, Washington CHELAN	Head southwest on 9th St NE toward Colby Ct. Use the left 2 lanes to turn left onto WA-28 E. Merge onto Columbia River Bridge/Senator George Sellar Bridge/Stevens St. Continue to follow Stevens St. Use the left lane to turn left onto S Mission St. Continue onto Squilchuck Road. Turn left onto Wenatchee Heights road and continue onto Stemilt Loop Road. Turn left onto Pinedale Lane and continue for 1 mile.	4	40	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Cabin- WA-0120-TWH	4597 Stemilt Hill Rd. Wenatchee, Washington 98801 CHELAN	Head SW on 9th St NE toward Colby Ct. Use the left 2 lanes to turn left onto WA-28 E. Merge onto Senator George Sellar Bridge/Stevens St. Continue to follow Stevens St. Use the left lane to turn left on S Mission St. Turn left on Marr St. Turn right at the 2nd cross street onto S Wenatchee Ave. Continue straight on to Malaga Hwy. Turn right on Stemilt Creek Rd. Take a light left on Stemilt Hill Rd. Continue on Stemilt for 1.5 miles. Worker housing is on the left.	5	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Cabin-WA-0414-TWH	346 LarkSpur LN Malaga, Washington 98828-8405 CHELAN	Head southwest on 9th St NE toward Colby Ct. Use the left 2 lanes to turn left onto WA-28 E. Merge onto WA-285 N/Stevens St. Use the left lane to turn left onto S Mission St. Turn left onto Marr St. Turn right at the 2nd cross street onto S Wenatchee Ave. Continue onto Malaga Hwy for 6.2 miles destination is on the left.	41	270	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
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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
<p>3. Details of Material Term or Condition (up to 3,500 characters) * This is an application for pruning, thinning, tree training and apple/pear/grape picking. There are general conditions of employment, general job specifications and individual requirements that are specific to each job duty:</p> <p>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. Workers will lift or load up to 60lbs. 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.</p> <p>Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper methods and other crop specific issues.</p> <p>General Job Specifications:</p> <ol style="list-style-type: none">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 days work.4. Workers will be required to attend an orientation on workplace rules, policies and safety information.5. All work sites covered by this clearance order and all facilities of the employer are drug free work places. Workers must not report for work, enter employers property, or perform service while under the influence of or having used alcohol, marijuana or illegal controlled substances. Workers must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, marijuana, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.6. 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.7. Workers who are eligible for Employer provided housing will have employer arranged transportation from the housing to the worksite. <p>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.</p>			

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
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Deductions from payroll include all applicable state and federal deductions required by law, including FICA taxes, federal income taxes, worker's comp, Medicare, court-ordered wage garnishments, Paid Family and Medical Leave (PFML), and Long-Term Care Insurance (LTC) if employee does not provide a WA State LTC opt-out approval letter to Human Resources. Additional deductions may include cash advances and repayment of loans, personal purchases of goods or services such as equipment and long-distance telephone charges, medical benefits (as applicable), and other deductions expressly authorized by the worker in writing and permitted by law.</p> <p>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 file.</p>			

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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
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>B.4 Basic Job Requirements includes:</p> <ul style="list-style-type: none">-Lifting Requirements, 60 pounds-Exposure to extreme temperatures-Extensive pushing or pulling-Extensive sitting or walking-Frequent stooping or bending over-Repetitive movements <p>These items are listed here a second time because the online form does not appear to retain the selection for "extensive pushing or pulling"</p>			

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Head SW on 9th St NE toward Colby Ct. Use the left 2 lanes to turn left onto WA-28 E. Merge onto Senator George Sellar Bridge/Stevens St. Continue to follow Stevens St. Use the left lane to turn left on S Mission St. Turn left on Marr St. Turn right at the 2nd cross street onto S Wenatchee Ave. Continue straight on to Malaga Hwy. Turn right on Stemilt Creek Rd. Take a light left on Stemilt Hill Rd. Make a right on Cherry Camp Rd. Follow Cherry Camp Rd. less than 1/4 of a mile.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * In accordance with the regulations found at 20 CFR 655.122(h)(3), the Employer will offer transportation to and from employer provided housing, listed in this ETA-790, to the work site at no cost to the worker. Transportation to and from employer provided housing and the place of work includes vans and buses. On occasion, a worker may be supplied an ATV to transport from employer provided housing to the place of work, if appropriate, for a daily assigned job. Use of provided transportation is voluntary.			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Mail and Telephone, Housing
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * MAIL and TELEPHONE: Workers may receive mail at 4597 Stemilt Hill Road, Wenatchee, WA 98801. Workers may be contacted in the event of an emergency by calling Albert Zepeda, Director of Human Resources & Payroll, at 509-669-0636. Collect telephone calls will not be accepted HOUSING: The Employer will offer housing at no cost for the Workers if applicable, and to those in corresponding employment who are not reasonably able to return to their residence within the same day in accordance with 20 CFR 655.122(d). The Worker may decline an offer of housing. Separate sleeping rooms will be designated for male and female workers. Kitchen and other common facilities will be shared. The Employer will distribute and post a camp management plan/housing rules. The Workers who do not comply with housing rules will face progressive discipline, up to and including termination and removal from the housing. If the Worker is terminated, they must vacate the housing within 72 hours of termination of employment. 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. Due to compliance with food safety rules and regulations, 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.			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties Sick Leave, Travel Docs, Support Organizations
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Employer will provide paid time off ("PTO"), which includes sick leave, to employees. The employee will accrue PTO at a minimum rate of 1 hour for every 40 hours worked. Employees are entitled to use accrued PTO beginning on the 90th calendar day after the start of their employment, and PTO will be paid at the employee's normal hourly rate. Unused PTO of 40 hours or less will be carried over to the following year for those workers returning to employment with the employer.</p> <p>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.</p> <p>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.</p> <p>Department of Labor & Industries' Crime Victim Compensation Service Center: 1-800-762-3716 or on the Web at www.crimevictims.LNI.wa.gov.</p> <p>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.</p> <p>See other relevant telephone numbers on the workplace posters at your workplace or at www.LNI.wa.gov/IPUB/101-054-000.pdf.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Handbook and Policies
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This ETA 790 is further subject to employer's handbook and policies, including but not limited to employer's voluntary dispute resolution policy. The employer's dispute resolution policy provides that, to the extent permitted by law, any legal dispute arising out of the employment relationship, will be arbitrated instead of resolved by a judge or jury in court, and the party seeking resolution will not bring the claim in a collective or representative proceeding. All workers may choose to opt out of the policy. Workers are not required to agree to the dispute resolution policy to work for the employer. The employer will not take any adverse employment action against a worker as a result of his or her decision to opt out of the dispute resolution policy. This policy does not preclude workers from filing complaints with a state or Federal agency, such as L&I, ESD, DOL and/or the EEOC.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties, Specifications and Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
1. Provide general labor to assist in the establishment/maintenance of new or existing orchard properties by setting field sanitation stations, clearing property, planting trees, building trellis, general repair, spreading of composted material, and any other labor considered necessary for the efficient structure and maintenance of new or existing orchard/vineyard properties.			
2. Worker will care for young non-producing fruit trees and grape vines including grafting, weeding, hoeing, trunk painting, hand fertilizing, and growth selection by hand and clipping.			
3. Care for trees and vines during growing process. Recognizes tree disease such as of blighted branches in apples and gummosis in cherries and helps to maintain the health of the trees and vines.			
4. Pruning of fruit trees and grape vineyards.			
5. Training of grape vines and fruit trees to trellis, including clipping and tying limbs and shoots to wire.			
6. Training and limb positioning of fruit trees and grape vineyards.			
7. Propping and tying of fruit trees and limbs and grape vines.			
8. Pruning and thinning may be done from the ground or ladder up to 12 feet in height, or from a motorized platform.			
9. Placing pheromone twist ties in upper limbs of trees.			
10. Repair sprinklers on overhead cooling system and under tree irrigation; change irrigation on schedule.			
11. Harvest preparation including spreading liners in bins, rolling bins into blocks by hand.			
12. Load and unload empty bins by hand and place in orchard.			
13. Hand thinning of fruit trees and grape vineyards to ensure proper fruit load on trees and vines.			
14. Safely set and use ladders. Much of the picking will be done from an aluminum ladder up to 12 feet in height.			
15. Picking numerous varieties of apples, pears and grapes according to established company procedures accounting for difference in the treatment of different varieties.			
16. Crop handlers may be required to selectively pick only fruit of a certain color and/or size as instructed by the supervisor.			
17. Crop handlers will be required to handle fruit carefully and not bruise or damage fruit when it is placed in the bin.			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties Job Duties, Specifications, and Req Continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * (continued)			
18. Observation of bruised, damaged or cull fruit by the supervisor will result in a bad bin mark and after three bad bin marks, the employees will receive disciplinary action up to and including termination. A bad bin mark occurs when a bin is inspected and a significant number of culls, bruised or damaged are found by the supervisors.			
19. Farm clean up tasks to include picking up garbage around the orchard, removing old string and wire from trellis and orchard blocks, and other hand tasks.			
20. Hand tools, such as pruning hooks, shears, and/or picking bags will be utilized.			
21. Occasional operation of mechanical equipment.			
22. Drive trucks to haul crops, supplies, tools or farm workers.			
23. Operate and/or maintain equipment used in agricultural production, field maintenance and preparation such as tractors, irrigation equipment, tools, welders, field sanitation equipment, and other commonly used equipment in agriculture.			
24. Operate tractors and/or trucks to mow, weed spray and move bin trailers in the orchard.			
25. Load and mix chemicals in addition to operating tractors pulling air blast sprayers			
26. Install monitor, maintain and repair the irrigation system for a specified area of the orchard.			
27 Occasional basic electronic data input.			
28. Weld in flat, horizontal, vertical and overhead positions.			
29. Assist with basic duties in the farm shop.			
30. Be responsible for leading crews in the orchard or vineyard			
31. Assist with quality control.			
32. Spray fertilizer or pesticide solutions to control insects, fungus and weed growth, and diseases, using hand sprayers. The Employer attests that these workers will be properly trained by their supervisor who has a valid Private Applicators license which is the standard pursuant to Washington State Department of Agriculture (WSDA). Furthermore, their supervisor will be available to ensure that workers understand all chemical label, safety instructions, and application instructions pursuant to WSDA.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Substance Abuse
3. Details of Material Term or Condition (up to 3,500 characters) * Substance abuse policy: The Employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of workers, the public, 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. 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.			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Number of Workers, Hours Per Week
3. Details of Material Term or Condition (up to 3,500 characters) * NUMBER OF WORKERS NEEDED: The number of workers needed as identified herein represent the estimated shortage of domestic workers, and therefore the number of foreign workers the Employer anticipates will be needed. The Employer will hire all able, willing, and qualified domestic workers through the 50% point of the contract period and therefore the number of foreign workers hired could be substantially fewer than listed. ANTICIPATED HOURS PER WEEK: The hours per workweek identified herein represent the normal work schedule. Due to the nature of these crops, weather, and the requirement to send the fruit to market when fresh, it is the prevailing practice to work more or different hours than those listed. When the number of hours for a week exceeds the number identified herein, the worker may be offered, but not required, to work more hours. The Employer agrees to offer work for at least 75% of the total hours listed from the time the worker starts work under the provisions of this contract, and up until such time as the worker ends work under this contract.			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - undefined
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>1. This document is translated into Spanish, if there are differences the approved English version controls.</p> <p>2. The Employer may discipline and/or terminate the Worker for lawful job-related reasons, including but not limited to: (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 herein; (d) abandons 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).</p> <p>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.</p> <p>4. The Worker must possess requisite physical strength and endurance to repeat the following: thinning, training, pruning, harvesting and doing various farm labor processes throughout the workday. Workers will be provided training in accordance with Employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the Worker to work more efficiently. These standards are not linked to any specific productivity measure and apply equally to if the Worker is working on an hourly and/or piece rate basis.</p> <p>5. 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.</p>			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Tools and Supplies
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>The employer will furnish, without charge, all tools, supplies and personal protective equipment required in the performance of the specified work. To secure a replacement at no cost for an employer supplied item, the worker must present the worn-out item to be replaced. All tools and equipment will be returned to the employer at the end of worker's employment.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Wage Rates, Hourly Pay, Piece Rate Bonus
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>WAGE RATES: Pursuant to 20 CFR 655.120, the wage rates identified and offered herein represent the highest of either: the adverse effect wage rate (AEWR); the prevailing hourly or piece rate; the agreed upon collective bargaining wage; or the federal minimum or state minimum wage at the time work is performed. These rates are subject to change and may increase or decrease during the period of this contract. The Company will pay overtime, as applicable, in accordance with RCW 49.46.130.</p> <p>PIECE RATES AND PRODUCTION: Before a worker begins work on any piece rate activities, the worker will be told the amount(s) for each bin or lug of fruit picked, box of fruit packed, tree pruned, or other piece of work performed within a specific period of time (a Piece Rate). The number of pieces a worker produces during a specific period of time is that worker's Production. Only authorized supervisors may approve Production totals. Piece Rates and methods for tracking Production are specific to each piece rate activity and will vary. Rates may also vary by day, conditions and activity, except with respect to Rates set by the prevailing wage published by the Dept. of Labor and restated in this ETA 790. Whether pieces will be tracked for any particular activity will be determined by the employer or authorized supervisor.</p> <p>PIECE RATE BONUS PAY: When applicable, if a worker's Piece Rate amounts for any work week total more than what the worker would have earned on an hourly basis for the time spent in piece rate activities, the worker will be paid that higher amount as Piece Rate Bonus pay, making the worker's total pay for that time the higher of hourly or Piece Rate. As a result, workers will always be paid at least his or her hourly rate for all time. Workers will be paid additional pay for rest breaks as required by law.</p> <p>BASE HOURLY RATES: Subject to earning Piece Rate Bonus pay (as described above), a worker's hourly base pay compensates workers in full for all of their work time. Workers are hourly employees, with the opportunity to earn Piece Rate Bonus pay.</p> <p>BONUS HOUR RATE: Workers may earn an additional bonus to their hourly rate for certain tasks, where appropriate, based on objective standards which incorporate experience, performance, and supervisory capacity.</p>			

p. Job Offer Information 16

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Inbound and Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>INBOUND: If the employer has not previously advanced such transportation and subsistence costs to the worker or otherwise provided such transportation or subsistence directly to the worker by other means and if the worker completes 50 percent of the work contract period, the employer will pay 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 daily subsistence payment must be 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 less than the amount permitted under ? 655.173(a).</p> <p>OUTBOUND: If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer will 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. 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 will provide or pay for such expenses.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Pear/Apple Harvest
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * PEAR/ APPLE HARVEST: The worker will hand harvest fruits, this can be performed from a motorized platform and/or from the ground or a ladder. The worker will attach harness, bucket or bag and picks 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 the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. Worker will carry harness, bucket or bag of up to 60 lbs. and will place fruit into wooden bins, 4'x4'x3' which hold approximately 25 bushels of fruit. Care must be exercised at all times to prevent bruising of fruit or breaking of branches. Some workers may be required to examine harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications. The worker must possess the ability to pick-up, handle a 10 ft. or 12 ft. orchard ladder weighing up to 40 pounds.			

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Req Grape Harvest, Thinning, Pruning, Training
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * GRAPE HARVEST: Workers will hand and/or machine harvest grapes. Worker will harvest numerous varieties of grapes according to established company procedures accounting for difference in the treatment of different varieties. When asked by the supervisor, worker will operate the grape harvesting machine. The fruit will be placed on either a plastic tub or stainless steel bin. Care must be exercised at all time to prevent breaking of vineyards and to maximize the quality of the fruit. Some workers may be required to examine harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications. THINNING: Thinning is a manual process used to control the size and quality of grown fruit. Must possess ability to pick up, handle a 12 foot orchard ladder weighing 40 pounds. This process requires the employee to remove, in some cases not limited to the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. Workers will be expected to be able to identify and remove fruit that is misshapen, damaged and/or with other quality problems as directed by supervisors. PRUNING: Pruning numerous varieties of fruit trees and grape vines according to established company procedures based on the difference in the treatment of different varieties. Work will be performed on trees or vines for long periods of time using a variety of pruning equipment including hand shears, hand loppers, hand saws, and 12-foot ladders. Pruning and thinning may be done from the ground or a ladder up to 12 feet in height or from a motorized platform. Workers may be required to selectively prune only trees of a certain size and color as instructed by the crew boss. TRAINING: Training is a process in which the fruit tree is manipulated to increase yield and/or quality. The worker must possess ability to pick up, handle a 10ft. or 12 ft. orchard ladder weighing 40 pounds. Training may be performed from a motorized platform and/or from the ground or ladder. Some example training tasks are but not limited to: - Training of fruits trees and grape vines to limb tying, trellis tying or clipping limbs to wire - Training and limb positioning of grape vines and fruit trees - Hand thinning of grape vineyards and fruit trees to ensure proper crop load - Shoot thinning, sucker removal, cluster thinning, shoot positioning, hedging, leaf removal of grapevines - Propping and tying of fruit trees and grapevines - Moving wires in grapes for light exposure - Training may be performed from a motorized platform and/or from the ground or a ladder.			