



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

A. Job Offer Information

1. Job Title * Farm Worker							
2. Workers Needed *		a. Total	b. H-2A	Period of Intended Employment			
		675	275	3. Begin Date * 2/1/2022		4. End Date * 4/25/2022	
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 *
39	a. Total Hours	6.5	c. Monday	6.5	e. Wednesday	6.5	g. Friday
0	b. Sunday	6.5	d. Tuesday	6.5	f. Thursday	6.5	h. Saturday
							a. 6 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 1 : 00 <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 *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ 16 34		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 58 29		Hops: Baby & Mature Hop Twining 2 string, Hops: Baby & Mature Hop Twining 2 string - \$58.29 per acr	
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. Training: number of <u>months</u> required. *	
0		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? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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) *			
Jobs are offered working in vineyards, blueberries or hops, handling manual and mechanized tasks associated with commodity production. Workers must be able to perform manual and mechanized tasks with accuracy and efficiency. Saturday work required. Must be able to lift/carry 60 lbs.			

C. Place of Employment Information

1. Address/Location *			
Yakima Valley - 160602 W Evans Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Grandview	Washington	98930	Yakima
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
Employer owns and/or controls all worksites.			
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
41809 N. Wilgus Rd., Unit N			
2. City *	3. State *	4. Postal Code *	5. County *
Grandview	Washington	98930	Yakima
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Barracks		1	20
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) *			
Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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E. Provision of Meals

<p>1. Describe <u>how</u> 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.)</p> <p>Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.</p>	
2. If meals are provided, the employer: *	<div><input type="checkbox"/> WILL NOT charge workers for such meals.</div> <div><input checked="" type="checkbox"/> WILL charge workers for such meals at \$ <u>13</u> . <u>17</u> per day per worker.</div>

F. Transportation and Daily Subsistence

<p>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.)</p> <p>For workers residing in employer-provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for own daily transportation.</p>		
<p>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.)</p> <p>Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment.</p>		
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 accepts referrals and applicants from all sources. Interview required. Employer conducts interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in-person. Contact Employer Monday through Friday during the hours of 9:00 AM - 5:00 PM PT. If unavailable, contact employer's agent during the hours of 6:00 AM - 2:00 PM PT.

Employer Agent:

MAS Labor H2A, LLC

(434) 260-8833

referrals@maslabor.com

Referring State Workforce Agency (SWA) responsible for informing applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact employer or employers agent to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

To be eligible for employment, applicants must:

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

2. Telephone Number to Apply *

N/A

3. Email Address to Apply *

StephanieM@wyckoff-farms.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



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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 * Baze	2. First (given) name * Ron	3. Middle initial \$
4. Title * Chief Financial Officer		
5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>		6. Date signed * 11/21/2021

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
	Hops: Baby & Mature Hop Twining 3 string	\$ 87 . 46	Piece Rate	Hops: Baby & Mature Hop Twining 3 string - \$87.46 per acre
	Hops: Mature Hop Training	\$ 00 . 04	Piece Rate	Hops: Mature Hop Training - \$0.045 per plant (hill)
	All Wine Grape Varietals: 292 Shoot Thinning	\$ 00 . 02	Piece Rate	All Wine Grape Varietals: 292 Shoot Thinning - \$0.02 per shoot
	All Wine Grape Varietals: 285 Shoot Positioning	\$ 00 . 01	Piece Rate	All Wine Grape Varietals: 285 Shoot Positioning - \$0.01 per shoot
	All Wine Grape Varietals: 230 Tying & Training	\$ 00 . 01	Piece Rate	All Wine Grape Varietals: 230 Tying & Training - \$0.01 per tie/train
	Grapes: Aligning and Placing Trellis	\$ 00 . 10	Piece Rate	Grapes: Aligning and Placing Trellis - \$0.10 per trellis
	Grapes: Wire Clip Installation	\$ 00 . 04	Piece Rate	Grapes: Wire Clip Installation - \$0.04 per clip
	Grapes: Trainer Stake Alignment	\$ 00 . 04	Piece Rate	Grapes: Trainer Stake Alignment - \$0.04 per stake
	Grapes: Drip Hose Connection	\$ 00 . 02	Piece Rate	Grapes: Drip Hose Connection - \$0.02 per connection
	Grapes: Cross Arm Install	\$ 00 . 04	Piece Rate	Grapes: Cross Arm Install - \$0.04 per cross arm

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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
	Grapes: Grow Tube Install	\$ 00 . 20	Piece Rate	Grapes: Grow Tube Install - \$0.20 per grow tube
	Grapes: Tying and Training	\$ 00 . 02	Piece Rate	Grapes: Tying and Training - \$0.02 - \$0.20 per tie/train (Piece Rate will depend on the type of tying and training being done, as well as the difficulty of the task)
	Grapes: 2nd Year Wine Grapes 200 Hand Pruning	\$ 00 . 04	Piece Rate	Grapes: 2nd Year Wine Grapes 200 Hand Pruning - \$0.04 per plant
	Grapes: MW Wine Grapes 200 Hand Pruning	\$ 00 . 04	Piece Rate	Grapes: MW Wine Grapes 200 Hand Pruning - \$0.04 per plant
	Grapes: Mature Wine Grapes 200 Hand Pruning	\$ 00 . 04	Piece Rate	Grapes: Mature Wine Grapes 200 Hand Pruning - \$0.04 per plant
	Grapes: Horse Heaven Wine Grapes Mature 200 Hand Pruning	\$ 00 . 04	Piece Rate	Grapes: Horse Heaven Wine Grapes Mature 200 Hand Pruning - \$0.04 per plant
	Grapes: Mattawa Mature Wine Grapes 200 Hand Pruning	\$ 00 . 04	Piece Rate	Grapes: Mattawa Mature Wine Grapes 200 Hand Pruning - \$0.04 per plant
	Apples: Hoop Trellis Erection	\$ 02 . 00	Piece Rate	Apples: Hoop Trellis Erection - \$2.00 per hoop
	Apples: Clip Placement	\$ 00 . 02	Piece Rate	Apples: Clip Placement - \$0.02 per clip
	Apples: 240 Thinning	\$ 00 . 08	Piece Rate	Apples: 240 Thinning - \$0.08 per shoot



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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
	Apples: 285 Shoot Positioning	\$ 00 . 02	Piece Rate	Apples: 285 Shoot Positioning - \$0.02 per shoot
	Apples: 230 Tying & Training	\$ 00 . 03	Piece Rate	Apples: 230 Tying & Training - \$0.03 per tie/train
	Apples: Anchor & Deadman Placement	\$ 02 . 00	Piece Rate	Apples: Anchor & Deadman Placement - \$2.00 per anchor/deadman
	Apples: 1st Year Training & Tying	\$ 00 . 02	Piece Rate	Apples: 1st Year Training & Tying - \$0.02 per tie/train
	Apples: 2nd & 3rd Year Training & Tying	\$ 00 . 02	Piece Rate	Apples: 2nd & 3rd Year Training & Tying - \$0.02 per tie/train
	Apples: 2nd & 3rd Year Cross Arm Installation	\$ 00 . 40	Piece Rate	Apples: 2nd & 3rd Year Cross Arm Installation - \$0.40 per arm
		\$.		
		\$.		
		\$.		
		\$.		

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Wyckoff Farms, Inc.	Paterson - 168688 SR 221 Paterson, Washington 99350 BENTON		2/1/2022	4/25/2022	275
Wyckoff Farms, Inc.	Phoenix - 1435 Alderdale Rd. Prosser, Washington 99350 BENTON		2/1/2022	4/25/2022	275
Wyckoff Farms, Inc.	Mattawa - 12329 Waluke Slope Rd. Mattawa, Washington 99350 GRANT		2/1/2022	4/25/2022	275
Wyckoff Farms, Inc.	Horse Heaven - 111038-119998 McKinley Springs Rd. Prosser, Washington 98935 BENTON		2/1/2022	4/25/2022	275

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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 *
Barracks	41805 N Wilgus Rd, Unit S Grandview, Washington 98930 YAKIMA	Wilgus South -	1	20	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Modular Housing	42903 N. Wilgus Rd., Apt. A, B, C, E, F Grandview, Washington 98930 YAKIMA	Wilgus -	5	80	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Modular Housing	154101 W. Evans Rd., Units A-F Grandview, Washington 98930 YAKIMA	Stokely West -	6	96	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Modular Housing	174715 W. Olsen Rd. Units A-F Grandview, Washington 98930 YAKIMA	Olsen North -	6	96	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Modular Housing	154203 W. Evans Rd. Units A-D Grandview, Washington 98930 YAKIMA	Stokely #2 -	4	32	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Modular Housing	174707 W. Olsen Rd. Units G-L Grandview, Washington 98930 YAKIMA	Olsen South -	6	96	<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
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input 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
3. Details of Material Term or Condition (up to 3,500 characters) * Crops/Commodities: blueberries, grapes, cauliflower, watermelon, mint, apples, hops, squash, organic sweet corn. Grape Pruning: Use hand pruners to remove unwanted shoots/vines from plants. Be able to identify and count bud/spur spaces and follow instructions to leave enough bud material to achieve production. Grape Shoot Positioning: Move catch wires to upward position with goal of keeping shoots vertical. OR: Remove catch wires and drop to the ground. Tuck shoots under catch wires after they have been moved. 1st – 3rd Year Grape Tying & Training: With the use of a small hand pruner, remove excess wood from newly planted vine and install grow tube around vine and tie to trainer and trellis stakes using plastic tying material. Plus, removing of soil from base of vine and sealing the base of the grow tube. Grape Planting: Planting involves placing a grapevine on a pre-marked space in the field. Number 1 position: Riding on the planter unit, placing the vine on a pre-designated cross mark. Number 2 position: Feeding vines to number 1 position; sorting them from the bundle and handing to the person planting. Number 3 position: Walking behind planted vines, packing the soil around the vine. Sometimes, the vine must be removed and repositioned in the appropriate space. Using a shovel, dig a replacement hole and repack. Number 4 position: Unloading plants from truck and loading to planting implement. Grape Trellis Construction: Number 1 position: Placement of anchor poles; following a tractor and a posthole digger, pick up an 8"x6" wooden pole and place in pre-drilled hole, line up pole, replace and pack pole around pole to secure. Number 2 position: Placement of dead-man anchors; using the same protocol as position number 1, secure wooden pole. Number 3 position: Attachment of soft trellis wire between wooden and dead-man anchors and twisting the wire securely with hand wire cutter a short metal bar. Number 4 position: Walking behind a tractor and trailer, placement of metal trellis stakes on designated mark in field. Placement is done by picking up stake by hand and placing in row center. Number 5 position: Using the same protocol as position number 4, place trainer stakes. Number 6 position: Picking up trellis stakes, placing on pre-designated mark and placing in soil, by hand. Number 7 position: Walking behind tractor and hydraulic stake pusher, operating a hydraulic lever and pushing said stake into soil to indicated depth. Number 8 position: Using the aide of an ATV or Mule and tractor and trailer equipped with wire spools, multiple wires are pulled through the field to the opposite end of the field. Number 9 position: Using the aide of wire grabbers and cable-style come-alongs, wires are wrapped around end poles, stretched tight and fastened to opposite end poles. Number 10 position: Connecting wire to trellis stakes and trainer stakes using small wire clips. May be required to use pliers or screwdriver. Blueberry Hand Cultivation: Pull, cut, hoe weeds in blueberry rows, taking care not to damage plants and weed mat. Spread and remove ground covers when needed. Hop Hand Cultivation: Hoe or hand weed around plants while training, while ensuring plants are not harmed.			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (up to 3,500 characters) * DEDUCTIONS. Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Employer may deduct the worker's portion of workers' compensation premiums and/or Paid Family and Medical Leave premiums, up to the maximum allowable amounts under Washington State law. Workers must obtain employer's permission to make personal long distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay.			



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 1
3. Details of Material Term or Condition (up to 3,500 characters) * Replace the defective section with either a coupler and wire, or splice in a new section of hose using a coupler and wire. Replace the hose on the top of the plant. Hop Backpack Spray Don a backpack sprayer full of water and chemical, that has been pre-mixed by a specified individual whom has been properly trained. Mix the backpack sprayer by gently shaking the sprayer with back-and-forth motion. Walk with the plant row, and identify the specific target weed, and spot spray the weed (whilst avoiding contact with hops foliage, as much as possible). Hop Pole Repair and Replacement Visually inspect the hop pole (post) to see if the butt of the pole is rotten or if the post has been broken completely. Once identified, remove the defective post, with the assistance of another coworker. Once removed from its resting position, lay the defective pole down in the drive row, in the direction of the row; to be picked up at a later date. Crew of 2-3 individuals (1 driver, 1-2 helpers) drive a flatbed truck down the hop row and pick-up the defective pole. Once the truck is full, drive it back to a specified area to unload. Once the truck is unloaded, it will be filled with new hop poles. Drive the truck back to the same hop yard, and replace the missing pole (post). This is done by the truck straddling the hole where the broken post has been removed from, and tilt the bed of the truck with a switch 2 individuals in the bed will then slide the pole into position and stand vertically. Once the post is in the hole, it is to be packed with dirt and the handle of the shovel to solidify its position. Mature Hop Twining A crew of 7 (2 string acres) or 8 (3 string acres) including 1 tractor driver, will pull a 'twining sled' through the field, perpendicular to the plant row. There will be 2 (2 sting or 3 (3 string) people on top of the 'twining sled' tying the cor yard to the row wire using a half-hitch knot, whilst the tractor is in constant motion. The tractor driver is driving forward, slowly, while watching behind him checking the people on the top of the sled. The remaining individuals will be on foot, walking behind the sled, gathering the loose ends of the twine and properly pushing them into the hop crown (plant) using a 'pistola' and a W clip. The twine tying on top, and the placement of the string and clip, need to be properly spaced. Mature Hop Training & Cultivation Training mature hops requires the individual to properly identify and select 3-5 bines and gently (as to not damage the bine, and apical growing head) wrap them in a clockwise manner up the string. There are 2 or 3 string per plant, depending on cultivar. The individual is paid per plant trained properly. Cultivation is the use of a hand tool (mostly a hoe, occasionally a shovel or machete) to clear the plant row, headland, or other specified area within or around the hop yard, of weeds or debris, thus allowing the plant to properly grow. This process must be done with caution, as to avoid injuring the hop plant/foliage Mint Hand Cultivation: Pull, cut, hoe weeds in field rows, taking care not to damage plants. Spread and remove ground covers when needed. Cauliflower Hand Cultivation:			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 2
3. Details of Material Term or Condition (up to 3,500 characters) * Spread and remove ground covers when needed. Apple Hand Cultivation: Pull, cut, hoe weeds in orchard blocks, taking care not to damage trees. May be required to maneuver tree guards to remove plant material. Spread and remove ground covers when needed. Apple Planting/Replanting: Plant new and replacement trees by hand or using planter. Stomp in and correct height of scion and soil, as indicated by supervisor. Use tractor to deliver and shuttle trees to planters. Apple Training and tying 1st-3rd year planting: Trimming side limbs off or heading the tree right after planting Staking tree or securing it to trellis wire (once trellis is in) Apple Trellis Construction: Hoop trellis construction: Move and position all ground stakes and use post pounder to sink stakes. Erect steel side posts and hoop tops under instruction of supervision, securing with screws. Auger holes for anchors and deadman anchors Anchors: Dig hole for anchor placement using shovel. Position anchor posts. Bolt cross bars to posts. Stand up anchors within the hole. Fill hole to secure anchor. Deadman: Dig hole for deadman placement. Position steel pieces into hole. Fill hole with cement to secure steel. Cover holes with dirt. Use tractor, forklift, bobcat, backhoe to move and assist with placement of trellis supplies.			



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H. Additional Material Terms and Conditions of the Job Offer**e. Job Offer Information 5**

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 3
3. Details of Material Term or Condition (up to 3,500 characters) * Hoe or hand weed around plants while training, while ensuring plants are not harmed. Baby Hop Twining: Operate Twining Sled: Driving farm equipment, pulling an implement which holds employees who are stringing twine over the row wire. Must have tractor driving experience. Weight lifting requirements- 50 pound loose pile of twine which may be saturated with moisture to be loaded from truck onto twining sled. Must be able to use fine hand manipulation to wrap and tie twine while implement is moving at a slow speed. Stand on twining sled and maintain balance with a string in each hand and toss it over the row wire and tie "half hitch knot" with one hand. Pushing twine into ground with clip and clip probe forcefully "pistol". Hold W clip in the bottom of the probe, insert twine into clip and stomp into the ground using clip probe "pistol". Twine must align with plants and they must fix any loose strings "fliers" that don't get clipped or come loose out of the clip. Squash Hand Cultivation: Pull, cut, hoe weeds in field rows, taking care not to damage plants. Spread and remove ground covers when needed. Organic Sweet Corn Hand Cultivation: Pull, cut, hoe weeds in field rows, taking care not to damage plants. Spread and remove ground covers when needed. Apple Orchard Herbicide Application: Following direction of spray supervisor, and depending on weather, determine spray job to be performed. Fill tanks with appropriate mixture of herbicide, based on recommendation provided. Ensure tractor and sprayer are clean and appropriately maintained, including greased and oiled. Apply herbicide to trees by operating tractor and spray implement. Perform maintenance and repair as needed, with the guidance of supervision. Apple Orchard Pesticide Application: Following direction of spray supervisor, and depending on weather, determine spray job to be performed. Fill tanks with appropriate mixture of herbicide, based on recommendation provided. Ensure tractor and sprayer are clean and appropriately maintained, including greased and oiled. Apply pesticide to trees by operating tractor and spray implement. Perform maintenance and repair as needed, with the guidance of supervision. Irrigation Installation&Labor Workers will use a shovel to dig holes/trenches, per direction of supervision and management. Workers will use equipment to cut pipe, per direction of supervision and management. Workers will glue pipe according to direction of supervision and management. Bus/Van Driver Specifications: Workers with a clean driving record (no major moving violations such as but not limited to Driving While Intoxicated or Reckless Driving) and able to obtain an insurable driver's license or CDL, as applicable, may be required to drive company vehicles.			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 4
3. Details of Material Term or Condition (up to 3,500 characters) * All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a CDL/driver's license (DL) on a voluntary basis. The CDL/DL are not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a CDL/DL at the time of application and/or hiring. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to obtain a CDL/DL. Assist with farm building/field maintenance and repairs, including removal of weeds and garbage from these areas. Build/repair fences. Work is done in the field for long periods of time. Workers may assist in handling product weighing up to 60 pounds and lifting to a height of 5 feet. Workers must work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking. Work required in fields when plants are wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Temperatures in fields during working hours can range from 10 to over 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations. Allergies to ragweed, goldenrod, honey bees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Workers should be able to do the work required with or without reasonable accommodations. Must wear assigned personal protective equipment when required. Must report for work daily wearing work clothing and boots or other durable foot wear. Shorts, bathing suits or other casual clothing not permitted. Workers wearing clothing inappropriate for work will not be permitted to start work. Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Workers will have an unpaid lunch break. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. N/A TERMINATION. All workers will be subject to a five-day trial period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the trial period if the worker's performance fails to satisfy the employer's reasonable expectations, or is otherwise unacceptable. Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the five day trial period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs.			



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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 - Job Duties Continued 5
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large. These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Violation of any lawful, job-related employer requirements, including these Work Rules, are grounds for immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion. 1.Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property. 2.Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses. 3.Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence alcohol or illegal drugs. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing. 4.Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness. Workers must report any absence from work by 7:00 AM. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence). 5.Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them. 6.Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters. 7.Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning. Workers must close all doors and windows while using heat and during adverse weather conditions. 8.Workers assigned to bunk beds in employer-provided housing may not separate bunk beds. 9.Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing. Employer furnishes cooking facilities and equipment. 10.Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles. 11.</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 - Job Duties Continued 6
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand-washing facilities, or to obtain drinking water. 12.Workers may not sleep, waste time, or loiter during working hours. 13.Workers may not leave the field or other assigned work area without permission of employer or supervisor. 14.Workers may not enter employer's premises without authorization. 15.Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time. 16.Workers may not entertain guests in employer-provided housing premises after 10:00 PM. No persons, other than workers assigned by employer, may sleep in housing. 17.Workers may not deliberately restrict production or damage products/commodities. 18.Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination. 19.Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination. 20.Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination. 21.Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination. 22.Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination. 23.Workers may not falsify identification, personnel, medical, production or other work-related records. 24.Workers may not drive any vehicles on employer's property without proper licensing, if required. 25.Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers. 26.Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer. 27.Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer. 28.Workers may not misuse or remove from the farm premises without authorization any employer-owned property. 29.Workers may not accept personal gifts from employer's vendors or customers without employer's authorization. 30.Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor. 31.Workers must follow supervisor's instructions. Insubordination is cause for termination. 32.Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records. 33.Workers may not make long distance phone calls on the employer's phone without employer's explicit permission. 34.</p>			



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i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 7
3. Details of Material Term or Condition (up to 3,500 characters) * Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule: First Offense: Oral warning and correction. Second Offense: Written warning and unpaid leave for balance of day. Third Offense: Immediate termination. Worker will be asked to sign written fact statement. GENERAL PERSONNEL POLICIES Your employment at Wyckoff Farms is important and we desire to make it as beneficial and satisfying to you as possible. Additionally, we hope you will contribute as much as possible through your work to Wyckoff Farms. Please individually and directly discuss any concerns you have about the job or the workplace with your supervisor or with Court Wyckoff at (509) 882-3934. Also, please individually and directly tell your supervisor or Court of any ideas you have to improve the job or make it more productive. The safety of all employees while working at Wyckoff Farms is important. Additionally, it is important that all employees be treated with respect and fairness by supervisors and other employees. If you have concerns or ideas about safety and employee respect and fairness at Wyckoff Farms, you are encouraged to individually and directly talk to a supervisor and/or Court. Your participation as part of the Wyckoff Farms team is appreciated. Let's work together to make it the best for everybody. The Wyckoff Farms General Personnel Policies are general guidelines and standards that we want you to understand prior to, and as part of, your employment. These general personnel policies and guidelines are subject to change, and may not be followed in every instance. Your supervisor may mention additional job policies and requirements to you from time to time. These guidelines do not contain specific job descriptions and are not intended to be a description of the level of job performance necessary for continued employment. This is not a contract of employment and does not guarantee particular treatment in specific circumstances. Employment is "at will", meaning that we may terminate your employment and you may resign employment at any time, with or without notice and with or without cause. Any questions or concerns that you might have regarding employment at Wyckoff Farms can be individually and directly discussed with any supervisor at your convenience. WORK & SAFETY POLICIES 1.On Time – You are expected to be at work on time. If for any reason you expect to be absent or late, or leave work early, inform your supervisor before doing so. 2.Meal & Rest Breaks – Employees receive a 10 minute paid rest break for each four hours of working time. Employees working more than five hours in a day are required to take a 30 minute unpaid meal break. Lunchtime is 30 minutes in duration. Do not leave any garbage on the ground and throw all garbage in a garbage can. If for any reason you are denied a rest or meal break, please report that fact to your manager or to Jason Don at (509) 882-3934. 3.Piece Rates - Piece rates fluctuate throughout the crop year and harvest periods. Piece rate pay compensates the employee for all hours of work recorded during a day in which piece rate work was performed.			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 8
3. Details of Material Term or Condition (up to 3,500 characters) * The hours of work recorded include both productive work time (anything that produces the unit upon which wages are based, including picking, pruning, thinning, or other piece-rate work) and non-productive work time (including but not limited to walking in and out of the field, moving ladders, emptying bags, etc.). Employees are required to take a 10 minute rest break for every four hours worked. Employees will be paid for rest break periods in accordance with state and federal law. 4.Time Cards – Time cards must be completed and turned in to your supervisor by Monday morning. 5.Safety – Your supervisor is knowledgeable about safety considerations in the area of the farm where you will be working. We will instruct you on these safety considerations and you are expected to strictly follow these. Always wear safety glasses when they are required. 6.Injury – Inform supervisors immediately of any injury or medical condition from workplace activity. Failure to inform a supervisor of an injury may result in disciplinary action, including termination. If you see a doctor for the injury or condition, you should tell the doctor it is an on-the-job injury or condition on your first visit. 7.Chemical Storage – Chemical storage facilities at this farm will be locked at all times. Only authorized people are allowed to enter these facilities. 8.Posted Fields – If a field is posted with a pesticide "Do Not Enter" sign, do not enter that field. 9.Sprayed Fields – Vacate a field immediately when approaching tractors or aircraft intend to spray that field or an adjacent field. Do not re-enter a field until you have contacted your supervisor and have been cleared for re-entry. Also, notify senior management if such a situation occurs. 10.Water Tank Areas – Water tank areas shall be used only for the purpose of washing equipment and filling water containers. Chemical contaminated equipment will not be washed in these areas. 11.Smoking – No smoking is allowed while fueling equipment and in posted No Smoking areas. 12.Safety Shields – Safety shields and guards on power equipment must be in place. Do not operate equipment if safety shields are not in place. 13.Safety Equipment – Always wear proper safety equipment when performing your job. 14.Tools – Take care of tools. Tools checked out to you will be our responsibility. Ask permission before borrowing tool and return them cleaned to their proper place. 15.License – You must have a valid driver's license to operate any Wyckoff Farms' licensed vehicle. 16.Driving – When driving farm vehicles, which include farm equipment, you are expected to drive them with care and obey all traffic laws. Seatbelts are required by law to be used. All speed limits must be obeyed. Do not use vehicles for personnel use. 17.Vehicle Appearance – No stickers or other paraphernalia are allowed to be placed on Company Vehicles. 18.Vehicle Maintenance – Farm vehicles and equipment daily requirements: a.Check vital fluids, i.e. water and engine, transmission, and hydraulic oils. b.Check air in tires. c.Check headlights, taillights, signals, and emergency lights. d.Bleed water from air supply brake systems. e.Allow proper warm up and cool down of engines. For turbo engines allow five minutes. f.Keep all vehicles clean. 19.Equipment Operation – Report problems with equipment to shop or field supervisors.			



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1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 9
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Do not use equipment that you have not been trained to operate or do not have permission to use. 20. Equipment Parking – Unused farm equipment shall be parked in designated areas directed by your supervisor. Never leave a key in the ignition of unattended equipment. 21. No Passengers – No passengers are allowed on tractors or implements. 22. Trailers – When hooking or unhooking trailers block tires. 23. Semi-Trailers – Do not unhook semi-trailers without pads under landing gear. 24. Alcohol & Drugs – Possession, use, sale, or being under the influence of alcohol and illegal drugs are not allowed at Wyckoff Farms or while you are in a Wyckoff Farms' vehicle. "Illegal drugs" includes all substances scheduled under the federal Controlled Substances Act (including marijuana) and also includes prescription drugs taken without or contrary to a prescription. If you are taking any medication that may impair your ability to perform your job safely, you must inform your supervisor to be cleared for work before you perform any work. Employees are expected to arrive at work free from drugs and alcohol and stay that way while at work. 25. Cell Phones – Personnel cell phones are not to be used when you are working with the exception of breaks or in the case of an emergency. Failure to abide by this policy may result in disciplinary action, including termination. 26. Sleeping – Sleeping is prohibited on the job. 27. Anti-Bribery – No worker will pay money, loan money, give gifts, or provide anything of value in order to obtain or maintain employment. Offering or receiving sexual favors is expressly prohibited. If you are approached by any person who solicits money or gifts in exchange for employment, please report it to your supervisor immediately. Managers and supervisors are strictly prohibited for soliciting or accepting any gifts from subordinate employees. If you are aware of any violation of this policy, please report it to senior management immediately. 28. Employment At Will – Employment is "at will." While we hope that your employment at Wyckoff Farms will be long term, all employees are hired for an indefinite period of time and may be resigned or terminated without cause or notice at any time. 29. Family and Medical Leave – Employees who work at least 1,250 hours within a twelve (12) month period may be entitled to up to twelve (12) weeks of unpaid leave during pregnancy, after the birth or adoption of a child, or to care for the employee's own or a family member's serious health condition. Please refer to the attached complete description of rights and responsibilities under the Family and Medical Leave Act, or ask your supervisor for more information 30. Final Pay – If you owe money for an advance or have been given tools that you have not paid for they will be deducted from your final paycheck. 31. Employment Laws – Washington State and U.S. agricultural employment and safety laws are regulations are for your protection. These are posted in the main office and throughout Wyckoff Farms. You are encouraged to read them.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 10
<p>3. Details of Material Term or Condition (up to 3,500 characters) * 32. Political Paraphernalia – The Company respects the rights of its employees to engage in local, state, and national politics. However, Employees may not display political posters or paraphernalia in their work spaces or on Company owned vehicles. "Political" includes not only candidates and parties, but also campaign issues or catch phrases associated with a particular candidate, party or ideology. If you believe you have been discriminated against as a result of your political beliefs or believe that you have been retaliated against as a result of your beliefs, please contact the Company's Harassment Hotline, at (509) 882-3934 extension 218. The Harassment Hotline is monitored daily, and messages left on the Hotline are available only to the owners of the company. ANTI-DISCRIMINATION POLICY 1. No Discrimination – Wyckoff Farms strongly believes in equal opportunities for all and complies with all federal, state, and local laws which prohibit discrimination in employment. Every employee has the right to work in surroundings that are free from all forms of unlawful discrimination. Employees will not be subject to unlawful discrimination on the basis of race, color, gender, religious beliefs, age, sexual orientation, marital status, national origin, veteran's status, the presence of physical, mental or sensory disabilities, or any other basis prohibited by applicable state, federal or local laws. If you believe you have been discriminated against or believe any other employee has been discriminated against, please discuss this directly and immediately with senior management. 2. Religious Discrimination and Reasonable Accommodation - Wyckoff Farms respects the religious beliefs and practices of all employees. In accordance with applicable law, we will undertake or provide accommodation to allow employees to observe religious practices, so long as the accommodations do not impose undue hardship on the company. 3. Disability Discrimination and Reasonable Accommodation - Wyckoff Farms is committed to providing equal employment opportunities to individuals with disabilities in accordance with the Washington Law Against Discrimination (WLAD), the Americans with Disabilities Act (ADA) and any other applicable federal, state, and local laws, which may include providing reasonable accommodation where appropriate. In accordance with applicable law, we will undertake or provide reasonable accommodation to enable qualified individuals with disabilities to perform the essential functions of their positions. It is the responsibility of any such individual to notify his or her supervisor and/or owners of the existence of a protected disability and the need for accommodation. When appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. We will work with you and your medical providers to determine whether and what reasonable accommodations can be made that will enable you to perform the essential functions of your position. ANTI-HARASSMENT POLICY Wyckoff Farms is an equal employment opportunity employer. We are proud to have a working environment that promotes respectful and professional relationships. We are equally proud that these relationships are free of bias, prejudice or harassment.</p>			



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m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 11
3. Details of Material Term or Condition (up to 3,500 characters) * Harassment of any employee by any other employee on the basis of race, color, gender, religious beliefs, age, sexual orientation, marital status, national origin, veteran's status, or the presence of physical, mental or sensory disabilities will not be tolerated. It is inconsistent with our company's values. It is also against the law. While all forms of unlawful harassment are prohibited, we want to emphasize our rules prohibiting sexual harassment. Sexual harassment is defined generally as any type of sexually oriented misconduct that is unwelcome and inappropriate. This misconduct can be verbal, non-verbal or physical in nature. Examples of prohibited conduct include: •Demanding sexual favors in exchange for favorable reviews, assignments, promotions, continued employment or promises of the same; •Continued or repeated sexual jokes, language, epithets, flirtation, advances or propositions; •Verbal abuse of a sexual nature; •Graphic verbal commentary about an individual's body or sexual activities; •Sexually degrading or vulgar words to describe an individual; •Leering, whistling, touching, pinching, and other unwanted physical contact; •Sexually suggestive posters, pictures or cartoons; •Name-calling, stories, gossip, or jokes that are sexually explicit or demeaning; Harassment will be dealt with promptly and effectively. Complaints of harassment will be investigated promptly and as confidentially as possible, and the rights of all individuals will be protected. Each employee has an affirmative duty to maintain a workplace free of harassment and intimidation. If you feel you have been discriminated against or harassed, or if you believe you have witnessed or know about discrimination or harassment of another employee, you should report it immediately to your supervisor. If you believe your supervisor is involved with the harassment, or if you are for any reason uncomfortable reporting the harassment to your supervisor, please leave a message on our Harassment Hotline, at (509) 882-3934 extension 218. The Harassment Hotline is monitored daily, and messages left on the Hotline are available only to the owners of the company. Retaliation Prohibited Wycokoff Farms will not permit retaliation against anyone who complains about discrimination or sexual harassment or who speaks as a witness in the investigation of a complaint of discrimination or sexual harassment. If you believe that you or another employee is being mistreated or retaliated against for having complained about discrimination or harassment or for helping in an investigation of a complaint, you should report it to your supervisor or to the Harassment Hotline as described above. Penalties Discrimination, sexual harassment and retaliation will not be tolerated at the Company. If an investigation of any allegation of discrimination, sexual harassment or retaliation shows that such conduct has occurred, the offender will be subject to disciplinary action, up to and including termination.			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 12
3. Details of Material Term or Condition (up to 3,500 characters) * Family and Medical Leave Employees who work at least 1,250 hours within a twelve (12) month period may be entitled to up to twelve (12) weeks of unpaid leave during pregnancy, after the birth or adoption of a child, or to care for the employee's own or a family member's serious health condition. Please refer to the attached complete description of rights and responsibilities under the Family and Medical Leave Act, or ask the Human Resources Manager for more information. As a general rule, because of the seasonal nature of field work, ranch and orchard employees often do not have enough hours to qualify for FMLA leave. Domestic Violence Leave Victims of domestic violence may use accrued sick leave and/or vacation time to take care of legal or law enforcement needs or to seek medical treatment, social services assistance or mental health counseling. Family members of a victim may also take leave to help the victim obtain these services. If you require additional time off beyond your available paid leave, or you choose to take unpaid leave, you may be asked to provide verification to Wycokoff Farms, such as a police report, protective court order, or documentation from a health care provider. Your request for time off will be treated as confidentially as possible. Military Leave Members of the military or their families may be eligible for leave for training, deployment, or other exigent circumstances. Please let your supervisor know of your need for leave as soon as possible. Seasonal Work Some supervisors, tractor drivers and irrigators may be hired as year-round employees. All other orchard employees are hired as seasonal workers. The availability of seasonal work depends on a variety of factors, including weather, crop, horticultural and market conditions. Crew sizes will vary with those conditions and with the Company's overall needs. Eligibility for seasonal work will depend upon work ethic, skill, dependability and general workplace attitudes. Working in one season or year does not guarantee or create an expectation of employment in a future season or year. Pay and Payroll Paychecks are issued every week. Payroll periods run from Sunday through the following Saturday. Paychecks are issued one week after a pay period ends. You are responsible for keeping an accurate record of the time that you work or, if you are paid on piece rate, ensuring that your productivity is counted accurately. Your hours and/or bin tickets must be turned in on time. It is forbidden to falsify time records or bin tickets, to clock in or out for another person or to ask someone else to clock in or out for you. We pay fair wages for the work that you perform. We pay on Company checks drawn on the Company's bank accounts. We do not pay cash. It is against the law and against Company policy to accept compensation for work that you do not perform. We cannot help you and cannot correct improper conduct if you do not report it to us. Please report any of the following conduct immediately to Ron Baze at (509) 882-3934.			



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o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 13
3. Details of Material Term or Condition (up to 3,500 characters) * <small>Bulletin Board</small> A copy of these policies is posted on the bulletin board in the orchard and may be requested at any time while you are employed from your supervisor. Additional important information about your rights and Company policies is on the bulletin board. Please look at the bulletin board from time to time and as a starting point whenever you have questions about workplace policies or your rights at work. <small>Acknowledgment</small> I the undersigned Employee, hereby acknowledge and confirm that I have received and read Wyckoff Farms' General Personnel Policies, including, but not limited to: * Work & Safety Policies * Attendance Policies * Drug & Alcohol Policies * Anti-Discrimination Policies I have had the opportunity to ask questions regarding the policies contained in the General Personnel Policies and, to the extent I had questions, they have all been answered satisfactorily. I also acknowledge and confirm that none of the General Personnel Policies are an agreement or contract for employment and that my employment with Wyckoff Farms, unless prohibited by law, may be terminated at any time, with or without cause, with or without notice, by either myself or Wyckoff Farms. <small>NOTICE TO EMPLOYEE: DO NOT SIGN UNLESS ALL SUBJECT MATTERS HAVE BEEN COVERED, ALL LISTED DOCUMENTATION HAS BEEN PROVIDED, AND ALL OF YOUR QUESTIONS HAVE BEEN ANSWERED SATISFACTORILY.</small> <small>Date _____</small> <small>Supervisor's Signature _____</small> <small>Date _____</small> <small>Payroll Deduction Authorization _____</small> <small>An employee who fails to return Company-owned equipment or tools or who destroys, damages or defaces Wyckoff Farms' (the "Company") property, equipment or tools negligently or intentionally is responsible for the cost of repair or replacement of that property, equipment or tool. The Company will deduct the cost from the employee's paycheck. Upon termination of employment, regardless of the reason for termination and regardless whether the Company releases the employee or the employee resigns employment, any amounts owed for damaged or lost property, equipment or tools and outstanding payroll advances will be deducted from the employee's final paycheck. State law requires the Company to have written permission from the employee in order to make such payroll deductions. Please sign below to indicate your understanding of this policy.</small> I have read, understand and agree to the above payroll deductions. <small>Employee Signature _____</small> <small>Print Employee Name Date of Signature _____</small>			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 14
3. Details of Material Term or Condition (up to 3,500 characters) * Hop Herbicide Application: Following direction of spray supervisor, and depending on weather, determine spray job to be performed. Fill tanks with appropriate mixture of herbicide, based on recommendation provided. Ensure tractor and sprayer are clean and appropriately maintained, including greased and oiled. Apply herbicide to plants by operating tractor and spray implement. Perform maintenance and repair as needed, with the guidance of supervision. Hop Pesticide Application: Following direction of spray supervisor, and depending on weather, determine spray job to be performed. Fill tanks with appropriate mixture of pesticide, based on recommendation provided. Ensure tractor and sprayer are clean and appropriately maintained, including greased and oiled. Apply pesticide to plants by operating tractor and spray implement. Perform maintenance and repair as needed, with the guidance of supervision. Workers with appropriate insurable driver's license may be required to drive company vehicles, including semi-trucks, within a 150 mile radius of the farm.			



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q. Job Offer Information 17

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 1
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Worker must promptly confirm such authorization in writing. Workers may be subject to disciplinary action for failing to obtain employer's permission for a personal long-distance call or to repay the cost of such call within a reasonable time. Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence.</p> <p>In accordance with 8 CFR § 214.2(h)(5)(xi)(A) and 20 CFR § 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.</p> <p>RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.</p> <p>ADDITIONAL PAY DETAILS. In the event that the applicable H-2A wage rate decreases for any reason during the employer's recruitment and/or H-2A contract period in the instant job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower rate remains the highest of the AEWR, the prevailing hourly wage or piece rate, an agreed-upon collective bargaining wage, and the federal and state minimum wages in effect at the time work is performed. Employer will pay each worker by check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is weekly.</p> <p>Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). Workers are only eligible for overtime pay if required by state law. Effective January 1, 2022, overtime pay will apply at 1.5 times the regular rate of pay for all hours worked in excess of 55 hours in a workweek.</p> <p>Workers shall receive a paid 10 minute rest break for every four (4) hours worked. Rest breaks will be paid at the regular rate of pay. If workers are paid by a piece rate (see above), the regular rate of pay shall be determined by dividing the total piece rate earnings for the pay period by the total hours worked in that period, exclusive of rest breaks, or the minimum hourly rate required by law, whichever is greater. Workers shall accrue one (1) hour of paid sick leave for every 40 hours worked. Sick leave will be paid at regular rate of pay. Workers are entitled to use paid sick leave beginning on the 90th calendar day after the employment start date. Unused sick leave of 40 hours or less will be carried over to the following year. Workers terminated for cause or who voluntarily resign employment shall forfeit all unused paid sick time.</p> <p>ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.</p> <p>REASONABLE ACCOMMODATIONS. Workers should be able to do the work required with or without reasonable accommodations.</p> <p>NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.</p> <p>DEPARTURE ACKNOWLEDGEMENT.</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status.</p> <p>All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. In the event that the SWA/DOL promulgates new prevailing piece rate(s) lower than the specified piece rates, the employer reserves the right to pay the new, lower piece rate(s) for the applicable activities. When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate. See Addendum A for piece rate schedule.</p>			

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s. Job Offer Information 19

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer provides, at no cost, incidental transportation between worksites.			

t. Job Offer Information 20

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Trans Inbound/Outbound Trans Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Unless paid in advance, employer reimburses inbound travel costs with pay for the first workweek to the extent that worker's out-of-pocket expenses reduce earnings below FLSA minimum wage; remainder of travel costs reimbursed upon completion of 50% of the contract period. Employer provides or pays outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause. Travel reimbursements are based on the least-cost, economy-class common carrier rate.			