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

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

## A. Job Offer Information

1. Job Title * Farmworker

| 2. Workers Needed * | a. Total | b. H-2A | Period of Intended Employment | |
|---|---|---|---|---|
| | 65 | 65 | 3. Begin Date * 2/1/2022 | 4. End Date *11/13/2022 |

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 35 | **a. Total Hours** | 6 | c. Monday | 6 | e. Wednesday | 6 | g. Friday |
| 0 | b. Sunday | 6 | d. Tuesday | 6 | f. Thursday | 5 | h. Saturday |

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 1 : 30 ☐ AM ☑ PM

**Temporary Agricultural Services and Wage Offer Information**

8a. Job Duties - Description of the specific services or labor to be performed. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*
See Addendum C

| 8b. Wage Offer * | 8c. Per * | 8d. Piece Rate Offer § | 8e. Piece Rate Units/Special Pay Information § |
|---|---|---|---|
| $ 16.34 | ☑ HOUR ☐ MONTH | $ 00.01 | Bin (47"x47"x24 1/2") - See Piece Rate Schedule |

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

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

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

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## B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

| 2. Work Experience: number of months required. * | 3 | 3. Training: number of months required. * | 0 |
|---|---|---|---|

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

- ☐ a. Certification/license requirements
- ☑ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 60 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

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

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

## C. Place of Employment Information

1. Address/Location *
1209 Morrier Lane

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Yakima | Washington | 98901 | Yakima |

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

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ No

## D. Housing Information

1. Housing Address/Location *
280 Nelson Rd.

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Granger | Washington | 98932 | Yakima |

| 6. Type of Housing * | 7. Total Units * | 8. Total Occupancy * |
|---|---|---|
| Employer owned | 3 | 64 |

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

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
NONE

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

## E. Provision of Meals

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

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Kitchens, utilities, cooking and eating utensils will be provided at no cost to occupants of Employer-provided housing. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the Employer-provided housing facilities. No kitchen facilities or meals are provided to workers not occupying Employer-provided housing. Employer will provide access to groceries.

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

## F. Transportation and Daily Subsistence

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

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

See Addendum C.

| | | | |
|---|---|---|---|
| 3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker * | a. no less than | $ 13 . 17 | per day * |
| | b. no more than | $ 55 . 00 | per day with receipts |

## G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

See Addendum C

| 2. Telephone Number to Apply * | 3. Email Address to Apply * |
|---|---|
| +1 (509) 854-1077 | jobs@loftusranches.com |

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

## H. Additional Material Terms and Conditions of the Job Offer

| | |
|---|---|
| 1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? * | ☑ Yes ☐ No |

## I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   *Request for Conditional Access to Intrastate or Interstate Clearance System*: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).

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

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound*)

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   *B. Transportation from Place of Employment (Outbound)*

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

*C. Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

*D. Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

   The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

   If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

   If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CPR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

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

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

    For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY**: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

    The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

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17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

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

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

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

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

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

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

| 1. Last (family) name * | 2. First (given) name * | 3. Middle initial § |
|---|---|---|
| Munoz | Alejandra | |
| 4. Title * | | |
| Human Resources Director | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By Certifying Officer | | 12/1/2021 |

**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.

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

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

### 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 |
|---|---|---|---|---|
| | Honey Crisp Apple Harvest - All Cultivations | $ 16 . 34 | Hour | $16.34 per hour - low density or<br>$29.36 per bin (47"x47"x24 1/2') - Medium density<br><br>Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. |
| | Apple Harvesting - All Cultivations | $ 24 . 50 | Piece Rate | 47"x47"x24 1/2" bin - All density<br><br>Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. |
| | Fuji Apple Harvest - All Cultivations | $ 25 . 00 | Piece Rate | 47"x47"x24 1/2" bin - Medium density<br><br>Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. |
| | Gala Apple Harvest - All Cultivations | $ 26 . 00 | Piece Rate | $26.00 per 47"x47"x24 1/2" bin - High density<br>$27.00 per 47"x47"x24 1/2" bin - Low density<br><br>Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. |
| | Pink Lady Apple Harvest - All Cultivations | $ 25 . 00 | Piece Rate | 47"x47"x24 1/2" bin<br><br>Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. |
| | Granny Smith Apple Harvest - All Cultivations | $ 24 . 00 | Piece Rate | 47"x47"x24 1/2" bin<br><br>Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. |
| | Red Delicious Apple Harvest -All Cultivations | $ 20 . 00 | Piece Rate | Red Delicious Apple Harvest -All Cultivations<br>$20.00 per 47"x47"x24 1/2" Medium density |
| | | $ . | | |
| | | $ . | | |
| | | $ . | | |



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

H-2A Case Number: H-300-21328-725632 Case Status: Full Certification Determination Date: 12/16/2021 Validity Period: _____ to _____

## 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 § |
|---|---|---|---|---|---|
| Loftus Hops, LLC | 1209 Morrier Lane<br>Yakima, Washington 98901<br>YAKIMA | | 2/1/2022 | 11/13/2022 | 65 |
| Avalon Fruit, LLC | 280 Nelson Rd.<br>Granger, Washington 98932<br>YAKIMA | Avalon Fruit, LLC - FEIN: 91-1287609 | 2/1/2022 | 11/13/2022 | 65 |
| Tributary Hop Farms, LLC | 1185 Indian Church Rd.<br>Granger, Washington 98932<br>YAKIMA | Tributary Hop Farms, LLC - FEIN: 47-4001486, Crop: Hops | 2/1/2022 | 11/13/2022 | 65 |
| Avalon Fruit, LLC | 4490 Washout Rd.<br>Sunnyside, Washington 98944<br>YAKIMA | Avalon Fruit, LLC - FEIN: 91-1287609, Crops: Apples, barley, peppers | 2/1/2022 | 11/13/2022 | 65 |
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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 * |
|---|---|---|---|---|---|
| Employer Owned Housing | 4490 Washout Rd<br>Sunnyside, Washington 98944<br>YAKIMA | | 1 | 20 | ☑ Local<br>☑ State<br>☑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |

## H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Job Descriptions and Requirements:
This job requires thinning, training, pruning, harvesting of apples, hops, barley, peppers, pears, and hemp by the worker. There are general conditions of employment, general job specifications, and individual requirements that are specific to each job duty:

GENERAL CONDITIONS APPLICABLE TO ALL WORK AND CROPS:
1. Fieldwork begins at an assigned time shortly after daylight. Work may be performed during rain and in high humidity and freezing or high heat temperatures. The worker may be required to work in the orchard when trees are wet with dew/rain and have suitable clothing for variable weather conditions.
2. Must be able to perform all duties safely, adhering to all established safety guidelines, practices and procedures, food safety guideline practices, and policies.
3. Must wear all required personal protective equipment when required to do so.
4. While performing duties of this job, the worker is regularly exposed to variable outdoor weather conditions. The worker must wear appropriate clothing and footwear for the season. All footwear must be closed-toe.
5. While performing the duties of this job, the worker may be exposed to dust.
6. The employer or employees designated by the employer will provide instructions and general supervision. Workers will be expected to conform to the specific instructions given for each day's work.
7. All workers will be given a copy of the Employee Handbook and Housing Rules. These documents generally describe the employer's procedure, work rules, and progressive discipline policy. Employees will be expected to comply with the policies, procedures, and regulations described in the handbook. Failure to do so will be subject to progressive disciplinary procedures.
8. Workers will be required to attend an orientation on workplace rules, procedures, and safety information.
9. All worksites and all facilities of the employers are drug-free places. Workers must not report for work or perform any service for the employer while under the influence of or impaired by prescription drugs, medications, alcohol, or other substances that may in any way adversely affect their alertness, coordination, reaction, or response. All workers are subject to a post-accident and reasonable suspicion drug test at no cost to the worker.
10. The Worker may never ride on agricultural equipment not designed for work-related riding purposes or any other non-passenger intended equipment.
11. All work-related injuries must be immediately reported to the crew leader, foreman, or supervisor. If applicable, worker's compensation claims may be presented to any medical provider through your employer or state agency.
12. Individuals who the employer does not employ will not be permitted in or adjacent to the worksite. No children may be present at or adjacent to work sites or left in vehicles during the workday. Workers arriving at work with non-working children or other non-workers will be sent home by the farm manager.
13. All types of orchard work. Work is performed on level or flat, sloped surfaces and may require an orchard ladder up to 12 feet in height.
14. The use of hand tools, such as pruning saws, loppers, shears, clippers, and picking bags, may be required to perform the job, including working on a ladder.
15. Workers will be required to work on their feet all day long, regularly standing, climbing, and walking. Workers must be able to bend, stoop, kneel, crouch, or crawl (under trellis trees) for an extended period. Employees are frequently required to use hands to finger, handle or feel; reach with hands and arms; and climb or balance.
16. Workers must be able to lift 60 pounds continuously throughout the day.
17. Worker must be able to see all colors accurately to perform color-specific selected picking.

Cont. on Addendum C

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*) *

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. 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. Worker must promptly confirm such authorization in writing.

## H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

This job requires thinning, training, pruning, harvesting of apples, hops, peppers, barley and pears by the worker.

There are general conditions of employment, general job specifications and individual requirements that are specific to each job duty:

GENERAL CONDITIONS: Field work begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in freezing or high heat temperatures. The worker may be required to work in the orchard when trees are wet with dew/rain and should have suitable clothing for variable weather conditions. Worker may be required to lift or load up to 60 lbs. continually.

A driver's license is not required for the job opportunity, and the employer will not reject a potential applicant for the reason of not possessing a driver's license.

d. Job Offer Information 4

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

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

Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who are available at the time and place needed should be referred to the employer. All referrals from State Workforce Agencies must be sent to the employer by email and must include referral contact name, phone number, and email address if an email address is available.

Walk-in applications will be accepted at:
Address: 1185 Indian Church Rd. Granger, WA 98932
Loftus Hops Referral Contact is Manuel Andrade
Email address: jobs@loftusranches.com
Phone number: (509) 854 - 1077

Contact hours are Monday through Friday, 7:00 a.m. to 3:00 p.m., ("Regular Business Hours"), except on federal holidays. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment. The employer will interview applicants by phone and in-person by appointment and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. Applicants, State Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may call for an interview during Regular Business Hours. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews.

Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker at the time the worker reports for work and will be examined by the Company as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.

## H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

Employer will offer transportation at no cost to workers occupying Employer-provided housing to the worksite and return on a daily basis. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary, and workers are free to use their own transportation. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Employer

f. Job Offer Information 6

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

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

For workers who complete 50% of the work period, the company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the employer. The company may elect, at the Company's sole discretion and/or if required by law, to reimburse workers' inbound transportation and subsistence costs at an earlier time than set forth in the preceding paragraph.

If the worker completes the period of employment, the Company will provide or pay for the worker's transportation and subsistence from the place of employment to the place from which the worker came to work for the employer which is the place of recruitment as defined above. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the employment period, or who are terminated for cause. For the purposes of this paragraph, the "period of employment" shall be the period from the first workday the worker is at the Company's work site and is ready, willing, able and eligible to work, until the anticipated ending day of employment, or until the services of the worker are no longer required, whichever come first.

## H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Paid Sick Leave |
|---|---|---|---|

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

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

h. Job Offer Information 8

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Paid/Unpaid Breaks |
|---|---|---|---|

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

An unpaid lunch break of 30 minutes and two paid 10-minute work breaks are provided on workdays of at least 6 hours. On work days of less than 5 hours, no lunch break will be provided, but workers will be provided one 10-minute work break. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break.

## H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties continued - General Farm Worker |
|---|---|---|---|

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

18. Workers must have the ability to recognize safety signs and other essential postings.

19. Workers must have the ability to communicate effectively and courteously to supervisors and workers.

20. Must have transportation to the job site; the employer will provide employees in company-provided housing transportation to job sites.

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

Modified light duty only if a worker is injured at work and requires job approval by a medical provider.

Shop clean up – pick up tools in the shop, put them away in the correct place. Organize nuts and bolts, throw away garbage, sweep the shop, and maintain break room clean.

Garbage pickup – pick up garbage around facility and or field. A tool to pick up garbage will be provided if the worker cannot bend over per the doctor's approved tasks.

The restroom cleaning job consists of wiping down all bathrooms throughout the field and facility, utilizing household cleaning products, and completing the restroom cleaning log.

Vehicle cleaning: The job consists of disposing of all garbage found in vehicles, wiping down vehicles, and washing the outside of the vehicle with a pressure washer and or by hand with a bucket, soap, water, and sponge.

Workers can also:
1. Drive tractors
2. Spray and mix chemicals and fertilizers
3. Operate trucks to carry farm equipment, crops, and farmworkers
4. Perform general repair of agricultural equipment.
5. Pack crops into containers.

The employer attests that these workers will be properly trained by their supervisor, who has a valid Private Applicators license, according to the Washington State Department of Agriculture (WSDA). Furthermore, their supervisor will be available to ensure that workers understand all chemical labels, safety instructions, and application instructions according to WSDA.

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

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 cont. - Apple |
|---|---|---|---|

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

Honey Crisp Apple Harvest - All Cultivations
Apple Harvesting - All Cultivations
Fuji Apple Harvest - All Cultivations
Gala Apple Harvest - All Cultivations
Granny Apple Harvest - All Cultivations
Pink Lady Apple Harvest- All Cultivations
Red Delicious Apple Harvest -All Cultivations

## H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

Sprinkler pipe mover: The job consists of moving 20ft - 30ft irrigation pipe to the next section depending on irrigation scheduling. This job is also physically demanding, so it is only suitable for physically fit individuals.

Irrigation Installation/Repair: The job consists of walking through fields identifying and fixing leaks in the irrigation system. Install splicers where a leak is found to fix leaks. Installing new irrigation lines by gluing PVC pipe together, drilling holes along the top of the pipe, glue caps on the pipe, and installing irrigation tubbing. Hook up drip y's to the irrigation system.

Tractor Operator: The job consists of operating a tractor that can be open or enclosed cab tractor. Job includes utilizing implements to work the ground. With specific instructions from the manager/supervisor, the employee will complete tractor work following the yard schedule.

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 cont. - Apple/Pear |
|---|---|---|---|

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

Job descriptions for Apples/Pears:

Apple/Pear Harvest- Workers will hand harvest apples/pears. Workers will attach a harness, bucket, or bag and pick low-hanging fruit while standing on the ground and higher branches while standing on a ladder. The worker will pick according to grade, color, and size by grasping fruit with the hands and removing it from the tree in a motion to not harm adjacent buds on the tree branches. The worker will carry a harness, bucket, or bag of up to 60 lbs. and place fruit into wooden bins, 4x4x3, which hold approximately 25 bushels. Care must always be exercised to prevent bruising fruit or breaking branches. Some workers may be required to examine harvested fruit in bins and sort out any fruit not meeting the grade, color, and size specifications. The worker must possess the ability to pick up; handle a 10ft. or 12 ft. orchards ladder weighing up to 40 pounds.

Other Job Specifications include: THIS IS A DESCRIPTION FOR APPLES AND PEARS:

1. Workers will care for young non-producing fruit trees, including weeding, hoeing, trunk painting, hand fertilizing, and growth sections by hand and clipping.
2. Hand thinning of apple and pear trees to ensure proper fruit load on the tree.
3. Pruning of apple and pear trees
4. Training of apple and pear trees to trellis, including clipping and tying limbs and shoots to the wire.
5. Training and limb positioning of apple and pear trees.
6. Provide general labor to establish new orchard properties by clearing property, planting trees, building trellis, repair and spreading composted material, irrigation installation, and any other labor considered necessary for the efficient structure of new orchard properties.
7. Cares for trees during the growing process-recognize tree disease such as blighted branches in apples and pears.
8. Harvest preparation, including spreading liners in bins, rolling bins into blocks by hand.
9. Propping and tying of apple and pear trees and limbs.
10. Pruning and thinning may be dome from the ground or ladder up to 12 feet in height or from a motorized platform.
11. Extend and retract shade cloth.
12. Extend and retract reflective material.
13. Truck driver to haul harvested fruit to the warehouses.
14. Picking numerous varieties of apples and pears, according to established company procedures accounting for different the treatment of different varieties
15. Selectively pick only fruit of a specific color and or size as instructed by the supervisor
16. Handle fruit carefully and not bruise or damage fruit when it is placed in the bin

## H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

Mulch Repair: The job consists of utilizing a shovel and putting dirt on top of plastic every 20ft to prevent mulch from blowing out.

Irrigation Installation/Repair: Job consists of laying out lay flat, cutting spaghettis, and installing spaghettis into lay flat. Flush out valves and repair drip tape leaks by installing a coupler onto drip tape to fix the leak.

Planting: Job consists of sitting on an implement pulled by a tractor, carefully removing one plant at a time from a plastic tray, dropping one plant per planting cup. Walk behind implement to plant any missed spaces by planter manually. Ensure there is only one plant per planting slot.

Hoop Install: The job consists of installing wire hoops 4ft in length into the ground used to hold up the string. This job requires workers to bend over constantly.

String Install: The job consists of running string along with plants and tying string to hoops. This prevents plants from falling over and or prevents sunburn. This job requires the worker to bend over constantly.

Weeding: The job consists of walking through the field and pulling weeds by hand. The worker must ensure that there is no damage done to the plant when pulling weeds.

Picking: Job consists of picking peppers into a wheelbarrow, pushing the wheelbarrow through field rows, and emptying peppers in the wheelbarrow into plastic bins at the end of every row. The worker must be able to push a wheelbarrow that weighs approx. 100lbs through rows in the field, this job is physically demanding, so it is only suitable for physically fit individuals.

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 cont. - Hops 3 |
|---|---|---|---|

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

Van Driver: Job consists of transporting workers to and from housing locations, worksites, and grocery stores based on employers' schedules. A valid U.S. or international driver's license and obtaining a health certificate from a qualified health care provider are required.

Tractor Operator: The job consists of operating a tractor that can be open or enclosed cab tractor. Job includes utilizing implements to work the ground. With specific instructions from the manager/supervisor, the employee will complete tractor work following the yard schedule.
Sprayer: Job consists of completing and receiving worker protection standard training handler verification card. Employers will provide this certified training at no cost to the employee. The employee will operate a tractor with a mechanical sprayer attached containing chemicals/fertilizers used during the growing process. Appropriate mixing of materials will be required and use of all required protective equipment as dictated by the product label. Specific instructions will be given by the manager/supervisor. Spraying logs must be completed and turned in at the end of the day. This position requires reading, writing, and comprehension skills in English or employees' native language.

Facility Clean-up: The job consists of picking up garbage around the field/facility and disposing of it in appropriate containers, washing outside of buildings, sweeping inside buildings, washing equipment, and any other cleaning around buildings, fields, and or equipment.

## H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

Hoeing Hop Plants – Job consists of removing weeds around the base of hop plants utilizing a long-handled hoe.

Transplanting Hop Plants – Job consists of sorting and loading hop plants from the propagation area onto trucks. Additionally, this job will include unloading hop plants from the truck and transplanting them into the field.

Hop Root Digger – Job consists of digging up roots from existing fields, using a shovel to dig up existing roots, utilizing a knife to cut the root, and placing the root into an appropriate container. The job requires bending over continuously through the day to dig and tie up roots to a specified count and then moving on to the root.

Hop Root Planter – Job consists of planting roots into new fields, using a shovel to make a hole on the ground, and placing root into the whole. The job requires bending over continuously through the day to dig holes, plant, and then moving on to the root.

Weed Chopper – Job consists of walking through the field and cutting weeds utilizing a machete.

Hop Baler – Job consists of placing burlap bale material into the machine, operating baler machine, sowing bale, utilizing sewing machine. Removing packed product and putting it on a certified scale, recording weight, and placing the finished product in designated area. This job is physically demanding, requires repetitive motions throughout the day.

Kiln Operator & Assistant – Manages day-to-day operations in the hop kiln facility. The dryer collects data on temperature and moisture meter levels throughout the shift. Dryer determines where and when to dump hop kilns into baling room floor. Maintains kiln facility clean to comply with food safety regulations. The dryer must stand for long periods and work in high temperatures and humidity for prolonged periods. The dryer must be able to shovel hops and climb in and out of 3ft kilns with ease.

Crew leader – Worker performs fieldwork assigned to crew and receives instructions from management on completing a specified job. Works alongside the group but is responsible for driving crew to field location, reporting any injuries to management, and ensuring that everyone performs work safely.

Hop harvest is a 24/7 operation, and workers may have to workday or night shifts as assigned.

Shop/Maintenance Assistant: The job consists of assisting the shop mechanic with various tasks related to equipment repairs.

Semi-Truck Driver: Job consists of hauling finished products such as packed bales to the warehouse destinations. A valid U.S or international commercial driver's license is required. This job is also physically demanding, so it is only suitable for physically fit individuals.

Sprinkler pipe mover: The job consists of moving 20ft - 30ft irrigation pipe to the next section depending on irrigation scheduling. This job is also physically demanding, so it is only suitable for physically fit individuals.
Irrigation Installation/Repair: The job consists of walking through fields identifying and fixing leaks in the irrigation system. Install splicers where a leak is found to fix leaks. Installing new irrigation lines by gluing PVC pipe together, drilling holes along the top of the pipe, glue caps on the pipe, and install irrigation tubbing. Hook up drip y's to the irrigation system.

Livestock handler: Job consists of assisting when transporting cattle from one field to another.

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 cont. - Hops 1 |
|---|---|---|---|

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

Hop Truck Drivers - Job consists of driving a truck from the picking facility to the field where the hops are being harvested and back. The driver also unloads the truck at the harvest facility by placing one end of the hop vines on a hook that lifts the vine from the truck. A valid U.S. driver's or foreign country is required for this position. This job is also physically demanding, so it is only suitable for physically fit individuals.

Hop Vine Hangers –Job consists of unloading trucks of hop vines (or piles of vines the truck has dropped on the ground) onto hooks that transport the vines through the harvester. This job is physically demanding, so only suitable for physically fit individuals.

Hop Trellis Construction – Job consists of loading poles onto trucks, unloading into pre-drilled holes, straightening, and tamping in poles. Also included in hop trellis construction is the spreading of wire or cable, attaching such to poles and bridle wires, and stapling the wires or cables to the tops of poles from elevated platforms.

Hop Trellis Repair – Job consists of after harvest identifying broken poles, loose wires, broken cables, and replacing broken poles, cables, wire, or tightening loose cables. Loose lines are re-stretched, new staples are installed where needed. This work is performed from elevated platforms, and the use of provided protective equipment is necessary.

Hop harvest Sweeper- Job consists of sweeping and cleaning harvest facility during hours of operation.

Hop harvest Top Feeder- Job consists of operating a transfer mechanism that moves hop vines from hooks to the chain that feed the vines through the picker.

Hop harvest Weaver- Job consists of guiding hop vines onto trucks in the field. Workers must be capable of climbing on and off truck beds up to 50 or more times per day.

Hop harvest Burlap Cutter- Job consists of cutting burlap to a specified length and stacking on pallets.

Hose puller- Job consists of moving drip hoses from next to the hop hill to the middles of the rows after the hops have been harvested.

Picking up Down Hop Vines – Sometimes, hop vines will fall during harvest due to wind or rain. The job consists of lifting vines back into place by attaching a new section of twine to the vine top and pulling the down vine up over the string wire. This job is physically demanding as the vines can weigh up to 100 lbs.

Hop Training – The job consists of wrapping hop vines around the twine strung and placed into the hill. This job requires bending over continuously throughout the day to train the hop vines and then moving on to the next plant and repeating the task.

Hop Twining – The job consists of tying hop twine to a wire from a suspended platform and putting the bottom of the string into the ground by utilizing an applicator tool and metal clip. Both jobs are physically demanding and require repetitive motions. The position also consists of one member of this crew driving a tractor through the field.

Hop Twine Prep: Job consists of loading and unloading twine bales with a forklift and or telehandler off a flatbed truck. Once twine bales are unloaded at the destination site, bales are opened and placed in a water tank to allow soaking before use. Once twine bales have soaked, these are removed from the water and loaded onto hop trucks.