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 * Agricultural Equipment Operators

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	75	75	3. Begin Date * 2/14/2022	4. End Date *11/5/2022

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. 6 : 30 ☑ AM ☐ PM
b. 1 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 16 . 34	☑ HOUR ☐ MONTH	$ ____.__	

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

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

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

H-2A Case Number: H-300-21341-747347 Case Status: Full Certification Determination Date: 01/04/2022 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

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

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

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 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 *
423 Azwell Road

2. City *	3. State *	4. Postal Code *	5. County *
Pateros	Washingtor	98846	Chelan

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

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 *
425 Azwell Road #25

2. City *	3. State *	4. Postal Code *	5. County *
Pateros	Washingtor	98846	Chelan

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Barrack, Cabins, Site Built	42	166

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)* *
See Addendum B

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.)*

Fully furnished kitchen and cooking facilities are available to all workers. These dining, kitchen/cooking facilities and other common areas will be shared by all workers.

In the event that kitchen/cooking facilities becomes unavailable at any time during the period of employment, Zirkle Fruit Company will provide three daily meals at a rate set forth in 20 CFR 655.122(g), currently $13.17 per day. If the total daily cost of such provisions exceeds the current minimum subsistence amount published in the Federal Register at the time they are provided, Zirkle Fruit Company, will pay the difference and workers will not incur any additional cost thereby. In addition to providing meals and/or kitchen/cooking facilities, employer will provide free transportation to and from the neighboring closest town no less than once each week for supplies and/or banking (for workers for whom housing must be provided).

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

F. Transportation and Daily Subsistence

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

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.)

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

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

G. Referral and Hiring Instructions

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

Employer accepts referral and applicants from all sources. Interview required. Applicants who meet the criteria should be referred by their local Job Services office to Zirkle Fruit Company, telephone 509-480-5376, 423 Azwell Road, Washington 98846, Monday through Friday from 9:00 a.m. to 5:00 p.m.

Applicants will be interviewed by telephone at the time of referral or as soon thereafter as possible. If a Job Service office will be referring several applicants at the same time, it is requested that, if possible, Zirkle Fruit Company's office be advised in advance and a time scheduled for the interview

Job service offices should thoroughly familiarize each applicant with the job specifications and terms and conditions of employment before a referral is made. Applicants must meet ALL of the following criteria: (1) meet all the qualifications of the Clearance Order, (2) be able, willing and qualified to perform the work, (3) be available at the time and place needed and for the full duration of the period of employment, (4) agree to and accept all the terms and conditions of employment with Zirkle Fruit Company. Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA.

No employee will be permitted to begin work until the I-9 Form is completed in its entirety by a Zirkle Fruit Company Representative.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (509) 480-5376	recruiting@zirklefruit.com

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

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Daily Transportation

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

D. Compliance with Transportation Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Pena	Delia	E
4. Title *		
Orchard Human Resource Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		12/13/2021

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.

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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
JAW Ranch	226 B&O Road Okanogan, Washington 98840 OKANOGAN		2/14/2022	11/5/2022	75
CRO Ranch	1510 SR 28 Rock Island, Washington 98850 DOUGLAS		2/14/2022	11/5/2022	75

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

H-2A Case Number: H-300-21341-747347 Case Status: Full Certification Determination Date: 01/04/2022 Validity Period: _____ to _____

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Stick Built, Mobile Homes	1570 State Route 28 Rock Island, Washington 98850 DOUGLAS		38	231	☑ Local ☑ State ☑ Federal
Cabins, Barracks	226 B&O Road Malott, Washington 98829 OKANOGAN		23	119	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
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					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-21341-747347 Case Status: Full Certification Determination Date: 01/04/2022 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

The employer will make the following deductions: FICA (if applicable); Federal income tax withholding (if applicable); Workers portion of Worker's Compensation Insurance premium in accordance with Washington State Law; the maximum amount for the portion of employee premium required under WA State RCW 50A.04, Paid Family and Medical Leave Program; long-distance telephone charges incurred by the Worker (if any); repayment of loans, advances, or cost reimbursements for costs incurred that are for personal purposes, not business expenses; reasonable sums to compensate employer for willful damages to equipment or property, in a manner consistent with Washington State Law and in accordance with 20 CFR 655.122(p)(1); and any other deductions expressly authorized by the worker in writing (if any). No deductions except those required by law or expressly authorized by the employee will be made which bring their earnings for any pay period below the AEWR.

b. Job Offer Information 2

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*) *

The employer will offer transportation to and from daily work sites at no cost to the Workers. This benefit will be provided to Workers who live in employer-provided housing. The use of this daily transit is voluntary; no worker is required as a condition of employment to utilize the daily transportation to the work site offered by the employer. Workers are free to choose their own means of transportation at their own expense. All work sites are owned and/or exclusively controlled by Zirkle

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 *	Job Requirements - Drug and Alcohol Free Environment

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

Drug and Alcohol Free Environment. In order to provide a safe workplace for its employees, Zirkle Fruit Company has established and will enforce a program that is intended to eliminate alcohol, marijuana and/or any other controlled substances from the workplace. Employees must not report for work, enter the employers? property or perform service while under the influence of or having used any controlled substances. "Controlled substance" includes any substance listed under any of the five schedules of the Federal Controlled Substances Act. Employees must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. Employees may be asked, after the time of hire, and at the employers expense to submit to a drug test for the following reasons: Post Accident or Reasonable Suspicion/Cause., Refusal to submit or tampering with the sample before testing, shall result in immediate termination of employment. Positive testing may lead to additional disciplinary action, up to and including termination of employment. If the employee has violated any of these conditions, the employee is not entitled to the guarantee set forth.

d. Job Offer Information 4

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

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

Workers must have three-months experience in manual and machine tasks including heavy lifting, associated with commodity production.

Use of ladders up to 12 feet in height is required for specialized pruning and irrigation. Workers must possess proficiency in handling ladders, climbing and working on ladders safely. Workers will be expected to use all equipment in a safe and prudent manner to avoid injury. Workers must not lean ladders into trees, lean off to one side of the ladder, or stand on the last two steps of the ladder. Workers must not climb tree and should use a ladder. If a Worker is unsure of how to use a ladder safely, he or she must notify a crew leader or supervisor.

Workers must have the ability to perform the task of specialized pruning fruit trees. As described in Item A8a-A11 Job specifications.

Maintain all required certifications, classes and licenses including but not limited to P.A.L., Handler certificate and first aid card.

Workers must have the ability to operate machinery and equipment in a manner to protect the operator, other workers, product, trees, crops and equipment. Must be able to transfer fruit without doing damage to the fruit picked. 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 may be required to drive company vehicles. Workers with proper license(s) and/or endorsements, may include but not limited to operating motor vehicles for transporting workers to and from the housing location(s) to the job site(s) and weekly trips to town for groceries and supplies.

Workers must have the ability to recognize safety signs, pesticide warning/re-entry, product labels, and other essential postings.

Workers must have the ability to carry out simple one or two-step instructions.

Workers must regularly lift and/or move up to 25 pounds and must frequently lift and/or move up to 60 pounds.

The job requires regular sitting, standing and walking. Workers should be able to work on their feet in bent positions for long periods of time. The Worker is occasionally required to stoop, kneel, crouch, or crawl under trellis wires. Work in fields when plants are wet with dew and rain, may be required during light rain, snow, moderate winds, direct sunlight, high humidity and extreme temperatures. Temperatures range from 18 to over 105 degrees F. Workers must possess the requisite physical strength and endurance to repeat the above listed processes throughout the workday, at a sustained and vigorous pace and make bona fide efforts to work efficiently and consistently.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - General Job Specifications

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

Employer will provide training and/or allow 2 workdays (12 hours) of work for Workers to meet the established job requirements.

Workers will be required to attend an orientation on workplace rules, policies and safety information prior to beginning work on or after the date of need listed in Item A3. Workers will be paid for the time in which they attend the orientation at the AEWR rate of $16.34 per hour. Attendance at monthly safety meetings is required.

Must be able to perform all duties within this job description in what can be considered a safe manner, adhering to all established Zirkle Fruit Company safety policies, practices and procedures.

Must have ability to communicate effectively and courteously with supervisors and co-workers.

Must wear all required and assigned personal protective equipment (PPE) at all times when required to do so.

Work is performed outdoor, exposed to various elements. Allergies or sensitivities to dust, ragweed, goldenrod, bees, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Work is done for long periods of time. Temperatures may range from 18 to 105 F. Workers may be required to work during occasional snow and/or rain showers not severe enough to stop field operations. Workers may be required to work in orchard when trees are wet with dew/rain and must wear proper clothing and shoe attire depending on the season and activity. All shoes must be closed toe and have adequate traction due to safety precautions.

For food and general personal safety purposes, all employees will be required and expected to follow proper hygiene practices at all times. This is particularly critical when handling harvested crops for human consumption and/ or after handling chemicals. Employees are required to wash their hands thoroughly with soap and water after using the bathroom, after eating food and before entering the produce fields for harvest activities. Employees are expected to eat lunch in a common area and may not take food or drink into an area that is being harvested. In addition, workers will be expected to follow all food safety and personal hygiene guidelines that Zirkle Fruit Company adheres to as part of their Food Safety Programs.

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deduc Addtionl Wages, Deduc & Special Pay Info

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

Zirkle Fruit Company will pay the highest of the AEWR, Prevailing hourly wage or piece rate, the agreed- upon collectively bargaining wage (this employer is not subject to a collective bargaining agreement), or the Federal or State minimum wage. The employer will provide paid training and/or allow 2 workdays (12 hours) of work for workers to meet the established job requirements in Item B. In instances when working or crop conditions indicate the employer may at his or her discretion, raise or suspend the piece rate scheme in favor of hourly pay at the stated AEWR hourly rate in order to assure workers fair earnings. If working by the hour, the employer may choose to grant bonuses to workers based on performance. When a new crop activity is introduced, the employer will provide 2 workdays of work and/or training. Thereafter, the worker will be expected to perform the task as instructed, not to adversely affect the productivity of the other workers, and to perform the work in a manner specified by the employer. This guaranteed wage will not be based on commissions, bonuses or other incentives. 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.

Zirkle Fruit Company filed this application under USDOL ETA H2A Regulations. Workers are guaranteed at least the highest hourly wage'typically the hourly rate known as the Adverse Effect Wage Rate?for all hours worked. In Washington State this rate is currently $16.34 per hour. If the U.S. Department of Labor pursuant to 20 CFR 655.120(b) publishes in the Federal Register, an Adverse Effect Wage Rate during the period of employment covered by this Clearance Order, which is higher than the wage rate offered above, the higher Adverse Effect Wage Rate will be guaranteed and paid beginning on the effective date specified in the notice in the Federal Register. If the Adverse Effect Wage Rate is lower in the Federal Register than the rate originally specified, the employer agrees to guarantee and pay the lower rate beginning effective on the date specified in the Federal Register. If the U.S. Department of Labor determines that the prevailing piece rate wage for the occupation in the area of intended employment is higher than the piece rate specified herein, the employer agrees to pay the higher and prevailing rate determined by the U.S. Department of Labor. If U.S Department of Labor were to lower the prevailing piece rate wage for the occupation in the intended employment area, the employer agrees to pay the lower prevailing wage rate.

The employer will advise H-2A visa beneficiaries of their responsibility to return to their country of origin, or to subsequent employment-authorized work, at the end of the term of employment.

The employer prohibits the payment of recruitment fees by Workers. If a Worker is asked to pay such a fee or has actually paid such a fee, he or she shall inform the employer immediately so that employer may take appropriate action.

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

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

The employer or a designated employee will provide instructions and general supervision. However, employees will be expected to work in a productive and proficient manner. This means they will work at a diligent pace that is reasonable given the task at hand and given the efforts of similarly situated co-workers. Employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary after reasonably coaching and notice, continues to perform in a manner that interferes with the employer's effort to efficiently grow and harvest a premium quality product or any other lawful reason. Work quality of, equipment operator, irrigation, specialized pruning, and other orchard maintenance will be inspected for conformance to specific instructions. Job specifications can change from time to time during the season due to crop, block, variety, weather and/or market conditions, even on the same crop. Equipment operators, irrigation, and specialized pruning activities affect harvest fruit yields and quality. Workers will be expected to conform to the specific instructions given for each day thus ensuring that Zirkle Fruit Company is able to provide a quality product to their warehouses. Non-workers will not be permitted in or adjacent to the work site. In particular, no non-working minors may be present at or adjacent to work sites or left in vehicles during the workday.

Employees will be provided with a copy of the work contract, a copy of the Worker Information Notice (as required by the Migrant and Seasonal Worker Protection Act) and a copy of the employer's Seasonal Employee Information Guidelines on the first day the employee reports for work. Foreign H2A Workers will be provided with a copy of the work contract before they apply for a visa. These information packets outline the employer's policies and procedures, work rules and disciplinary procedures applicable to all employees. Workers will be expected to comply with the policies, procedures and rules in this information packet and failure to do so will subject the worker to the employer's disciplinary procedures. Workers will be required to attend an orientation on workplace rules, policies and safety information and attend monthly safety meetings. Workers will be paid for the time in which they attend the orientation at the AEWR rate of $16.34 per hour. Key rules applicable to all employees at Zirkle Fruit Company are included in this Job Clearance Order. Workplace issues should be dealt with by the employee's immediate supervisor. Workers should refer to Zirkle Fruit's Orchard Problem Resolution Procedure and should use the outlined procedures to address any workplace issues that cannot be resolved with the Worker's immediate supervisor.

The employer may terminate the Worker with notification to the Employment Service if the Worker: (a) refuses without justified cause to perform the work for which the worker was recruited and hired; (b) while meeting minimum job requirements, does so in a nonworkmanlike manner; (c) commits serious acts of misconduct; (d) fails, after completing any training or break-in period, to perform the job requirements with respect to product quality or does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product; (e) or for any other lawful reason.

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

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

While performing all of the following duties, Workers will be expected to conform to the specific instructions provided each day by the supervisory staff, according to established company procedures accounting for difference in the treatment of different varieties and instructions based on market, fruit condition and operational demands. Time spent in this activity will depend on ranch location and season.

Provide assistance in the establishment and maintenance of orchard properties by operating machinery for clearing property, planting trees, harvesting nursery trees, building trellis, setting up, installing shade netting, operating and maintaining irrigation systems and any other labor considered necessary for the efficient and safe operation of orchard properties.

Specialized limb removal of apple, pear and cherry trees bushes using larger pruning shears or chain saws. Remove specific limbs such as central leader and sections of tree based on supervisory instruction by clipping off with shears or chain saws. Arrange all tree limbs in center of block for removal. Removal of tree limbs may be done from the ground or 12-foot ladder, or from a motorized platform in the snow or on frozen ground. Workers must exercise care at all times to prevent breaking of branches and limbs.

Use power equipment including but not limited to: tractors, four wheelers (quad), planters, diggers, man-lifts, mowers, plows, sprayers, cultivators, power shears, weed eaters, chain saws, high lifts, forklifts, skid loaders, and mechanical platforms. Must have the ability to complete assigned tasks with limited supervision.

Apply pesticides, herbicides, fungicides, and other crop protectants. Mix and apply fertilizers, plant growth chemicals, pesticides, conditioners, and other plant related treatments at the correct times depending on plant type, growth, climate and crop conditions. Deploy, operate, and maintain traps for rodent control along with other rodenticide applications. Successfully complete and apply training certification for pesticides handlers.

Load and unload empty bins by hand or tractor and place in orchard rows, loading areas, and trucks. Transport full bins by tractor or forklift and place in orchard rows, loading areas, and trucks ensuring not to damage surrounding areas and the quality of fruit in the bin.

Install, maintain and operate irrigation system and water lines. Repair sprinklers on overhead cooling system. Move and install irrigation pipes and equipment. Dig and maintain ditches. Install and remove levee gates. Mow, cut, and weed fields.

Must be willing and able to properly wear, use and maintain appropriate Personal Protective Equipment (PPE). May include but is not limited to all spray suits, safety glasses, ear plugs, and respirator. In addition, proper attire for the orchard environment and food safety is required. Includes but is not limited to closed footwear with appropriate traction, long sleeves and long pants.

Identify and report potential production, safety or security issues in the area to leadership. Includes but is not limited to observations in blocks such as dry spots, gophers, rodents, diseased trees, and broken trellis.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

The employer will reimburse Workers who are recruited from beyond reasonable commuting distance complete 50 percent period of employment for inbound transportation, lodging and subsistence costs incurred by the worker from the place from which the Worker came to work for the employer to the place of employment. The amount of the reimbursement for inbound transportation and lodging shall be the Worker's actual cost, but no more than the most economical and reasonable common carrier transportation and lodging charges for the distance involved. The amount of the reimbursement for subsistence shall be the minimum $ 13.17 per day up to the maximum of $55 per 24-hour travel day if receipts are provided, and to a pro-rated share of that amount based on quarters of travel days. Expenditures for alcoholic beverages will not be reimbursed. Unless paid in advance, employer reimburses inbound travel cost with pay for the first workweek to the extent that worker's out-of-pocket expenses reduce earnings below FLSA minimum wage.

If an employee quits, abandons employment or is terminated for cause before the completion of 50 percent of the period of employment in Item A4, 'hai Worker will not be eligible Cor reimbursement of their inbound transportation and subsistence. The employer will notify DOL (and DHS, in the case of an H-2A worker) no later than two (2) working days after such abandonment occurs.

Return transportation and lodging will not be paid for or provided to any Worker who voluntarily quits, abandons the employer's employment or who is terminated for cause before the ending date of employment shown in Item A4 or the earliest ending date of employment as the employer may establish. For Workers who complete the entire contract period, the amount of the reimbursement for return transportation and lodging shall be the Worker's actual cost, but no more than the most economical and reasonable common carrier transportation and lodging charges for the distance involved. The amount of the reimbursement for subsistence during return transportation shall be a minimum of $ 13.17 per day up to the maximum of $55 per 24 hour travel day if receipts are provided, and to a pro-rated share of that amount based on quarters of travel days. Expenditures for alcoholic beverages will not be reimbursed.

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

j. Job Offer Information 10

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

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

The employer will reimburse Workers who are recruited from beyond reasonable commuting distance who complete 50 percent of the period of employment for inbound transportation, lodging and subsistence costs incurred by the worker from the place from which the Worker came to work for the employer to the place of employment. The amount of the reimbursement for inbound transportation and lodging shall be the Worker's actual cost, but no more than the most economical and reasonable common carrier transportation and lodging charges for the distance involved. The amount of the reimbursement for subsistence shall be the minimum $13.17 per day up to the maximum of $55 per 24-hour travel day if receipts are provided, and to a pro-rated share of that amount based on quarters of travel days. Expenditures for alcoholic beverages will not be reimbursed. Unless paid in advance, employer reimburses inbound travel cost with pay for the first workweek to the extent that worker's out-of-pocket expenses reduce earnings below FLSA minimum wage.

If an employee quits, abandons employment or is terminated for cause before the completion of 50 percent of the period of employment shown in Item A4, that Worker will not be eligible for reimbursement of their inbound transportation and subsistence. The employer will notify DOL (and DHS, in the case of an H-2A worker) no later than two (2) working days after such abandonment occurs.

Return transportation and lodging will not be paid for or provided to any Worker who voluntarily quits, abandons the employer's employment or who is terminated for cause before the ending date of employment shown in Item A4 or the earliest ending date of employment as the employer may establish. For Workers who complete the entire contract period, the amount of the reimbursement for return transportation and lodging shall be the Worker's actual cost, but no more than the most economical and reasonable common carrier transportation and lodging charges for the distance involved. The amount of the reimbursement for subsistence during return transportation shall be a minimum of $13.17 per day up to the maximum of $55 per 24 hour travel day if receipts are provided, and to a pro-rated share of that amount based on quarters of travel days. Expenditures for alcoholic beverages will not be reimbursed.

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