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

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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	30	22	3. Begin Date * 5/15/2022	4. End Date * 11/25/2022

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

6. Anticipated days and hours of work per week *

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

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

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 17.41	☑ 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

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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 Addendums

C. Place of Employment Information

1. Address/Location *
5050 Harnden Rd

2. City *	3. State *	4. Postal Code *	5. County *
Cashmere	Washingtor	98815	Chelan

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
SEE ADDENDUM B FOR ADDITIONAL PLACE OF EMPLOYMENT INFORMATION

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 *
Brender Creek Housing- 5693 Sunset HWY

2. City *	3. State *	4. Postal Code *	5. County *
Cashmere	Washingtor	98815	Chelan

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Apartment Units	6	22

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)* *
Terms and Conditions for Housing Rules:
The Employer will assign housing accomodations.

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

E. Provision of Meals

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

The employer will provide kitchen and cooking facilities.

2. If meals are provided, the employer: *	☐ **WILL NOT** charge workers for such meals.		
	☑ **WILL** charge workers for such meals at	$ 14 . 00	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.)

The employer will provide transportation to those eligible workers from the housing to the worksites each day.

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.)

All criteria for this benefit are identical for eligible foreign and domestic workers

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	$ 14 . 00	per day *
	b. no more than	$ 59 . 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) 741-0214	N/A

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 §
Harnden	Randi	
4. Title *		
HR Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		3/23/2022

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

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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
	Harvest, Cherry Yellow	$ 17 . 41	Hour	
	Picking Apples- Picking Apples- All Varieties (NO HONEY CRISP OR APPLE CRIPPS PINK)	$ 28 . 26	Piece Rate	$28.26-$30.00 per bin (47”x 47” x 24.5”) Piece rate range will depend on tree density, block, crop yield or conditions.Estimated hourly wage rate equivalent for this piece rate is $27.70/hr based on workers filling .98 bins/hour on average. Guaranteed $17.41/hour.
PEAR	Pear, Harvest-Picking All	$ 25 . 00	Piece Rate	$25.00-27.00 per bin (47”x47”x24.5”) depending on tree density, yield, and conditions.Estimated hourly wage rate equivalent for this piece rate is $20.75/hour based on workers filling .83 bins/hour on average. Guaranteed $17.41/hour.
CHER	Harvest, Cherry - Red	$ 00 . 22	Piece Rate	$0.22 per pound. Estimated hourly wage rate equivalent for this piece rate is $19.42 based on picking approx. 88.25 pounds per hour. Guaranteed wage $17.41/Hour.
		$.		
		$.		
		$.		
		$.		
		$.		
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Form ETA-790A Addendum A **FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-22075-981751 Case Status: Full Certification Determination Date: 05/09/2022 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 §
Harnden Orchards	4205 Carey's Corner Cashmere, Washington 98815 CHELAN		5/15/2022	11/25/2022	22
Harnden Orchards	4960 Harnden Road Cashmere, Washington 98815 CHELAN		5/15/2022	11/25/2022	22
Harnden Orchards	5903 Tigner Road Cashmere , Washington 98815 CHELAN		5/15/2022	11/25/2022	22
Harnden Orchards	6698 Tigner Road Cashmere , Washington 98815 CHELAN		5/15/2022	11/25/2022	22
Harnden Orchards	5301 Hinman Drive Cashmere , Washington 98815 CHELAN		5/15/2022	11/25/2022	22
Harnden Orchards	4150 Monitor Orchard Road Cashmere , Washington 98815 CHELAN		5/15/2022	11/25/2022	22
RC Orchards	6682 Flowery Divide Road Cashmere, Washington 98815 CHELAN		5/15/2022	11/25/2022	22
RC Orchards	6615 Hay Canyon Road Cashmere , Washington 98815 CHELAN		5/15/2022	11/25/2022	22
Harnden Orchards	2269 East Street Wenatchee , Washington 98801 CHELAN		5/15/2022	11/25/2022	22
Harnden Orchards Joint Employer	4960 Harnden Rd. Cashmere, Washington 98815 CHELAN	6850 Pioneer Rd, Cashmere, WA 98815	5/15/2022	11/25/2022	22

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 §
Harnden Orchards Joint Employer	4960 Harnden Rd. Cashmere, Washington 98815 CHELAN	Joint Employer	5/15/2022	11/25/2022	22
Harnden Orchards	2496 Iroquois Lane Wenatchee, Washington 98801 CHELAN		5/15/2022	11/25/2022	22
Harnden Orchards	3903 Old Monitor Road Cashmere, Washington 98815 CHELAN		5/15/2022	11/25/2022	22

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

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 *
Private farm labor house	8372 Main Street Dryden, Washington 98821 CHELAN		1	6	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

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

H-2A Case Number: H-300-22075-981751 Case Status: Full Certification Determination Date: 05/09/2022 Validity Period: _____ to _____

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*) *

This job requires a minimum of three (3) months of general farm labor.
The lifting requirement for this position is 60 pounds.
This application encompasses general farm labor for the raising and harvest of apples, cherries and pears.
The worker will perform duties on a motorized platform, from the ground and/ or utilizing a ladder. The worker must possess the ability to pick-up and handle a 10 - 12 ft. orchard ladder weighing up to 60 lbs.
All other duties assigned under this order will be those duties of Farm Worker and Laborer Crop, Nursery and Greenhouse, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday. Workers must work at a sustained, vigorous pace and make bona-fide efforts to work efficiently and consistently that are reasonable under the climatic and all other working conditions.
Full Growing Season Commitment: The job offered requires that the worker be available for work every day that work is available for the full period of employment. The worker agrees to be available for work and perform the assigned work for the assigned employer whenever work is available through the full period of employment.
Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper harvest methods and other crop specific issues such as particular grading and or sizing.

Workers may drive vehicles to transport crop, equipment and workers if they possess a valid drivers license and are insurable.
The employer requires each worker for the position to hold a valid license accepted by the state of Washington. Under Washington state law, RCW 46.20.001 and RCW 46.20.025 this could be a driver who is sixteen years of age and has immediate possession of a valid driver's license issued to the driver by his or her home country or a licensed driver who holds a license with his or her home state.
Insurable means the driver must not have a license that has been revoked or a license restricted by a court for a driving offense and that is valid under the above Washington State rules and be accepted by the employers insurance carrier.

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. The employer will withhold from the employee's wages the maximum amount for the portion of employee premium required under WA State RCW 50A.04, Paid Family and Medical Leave Program and the WA Cares Act.
Deductions may be made for the recovery of any loss to the employer due to damage beyond wear and tear. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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*) *

The employer will accept referrals from any source. Candidates are strongly encouraged to register at their nearest employment office per 20 CFR 655.152(j) (i.e. WorkSource), where they will be apprised of the terms and conditions of employment and will refer applicants for a hiring interview if the applicant is qualified for employment.

Applicants can apply in person at: 6682 Flowery Divide, Cashmere, WA 98815, 8 am to 4 pm, Monday through Friday, for an application and/or interview. Federal law requires that all employees show proof of identity and eligibility to work. The employer complies with the law and will require all employees to provide documentation within the first three days of employment. Only the Foreman and the owners have the authority to hire workers. If you want to recommend someone for hire, please refer that person to your Foreman. Workers must meet all of the following criteria:
1. Are available and indicate willingness to work the entire season.
2. Are legally entitled to work in the U.S.
3. Are able, willing and qualified to perform the work.

Applicants that are unable to travel to the address above or need more information after office hours about the job opportunity may call Randi at 509-741-0214. At that time, the employer will apprise applicants of qualifications, answer questions, assist in setting up an interview or conduct an interview via phone.

Applicants may also apply at their nearest state employment officer per 20 CFR 655.152(j), the staff will apprise applicants of material terms and conditions of employment and will refer applicants for a hiring interview if the applicant is qualified for employment.

The employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135. Qualified U.S. workers may apply for the job during the positive recruitment period and through 50% of the contract period. Eligibility for seasonal work will depend upon the applicants qualifications. Working in one season or year does not guarantee or create an expectation of employment in a future season or year.
Workers referred by SWA should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Upon hiring, employees must present original document or documents that establish identity and employment eligibility as required by the INA. Employees who do not comply with this requirement by the end of the third workday will not be permitted to continue employment.
The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker and approval of the ETA Regional Administrator.

d. Job Offer Information 4

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

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

The employer will furnish cooking facilities, utilities and utensils at no cost to workers occupying employer provided housing. Workers will purchase their own food and prepare meals. The employer will provide free transportation at least once a week for groceries, supplies, and/or banking services to workers living in employer provided housing.

In the event kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register (currently $14.00 per day), or as otherwise approved by the U.S.Department of Labor.

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 - Job Requirements -

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

Paychecks

Paychecks are issued biweekly. Workers are responsible for following employer's guidance on time keeping for payroll hours. It is forbidden to falsify time records, to clock in or out for another person or to ask someone to clock in or out on someone else?s behalf. It is against company policy to pay cash; all pay is issued via company checks.

f. Job Offer Information 6

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

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

Washington Cares Act

Starting Jan. 1, 2022, ESD will assess each individual employed in Washington a premium based on the employee's wages equal to $0.58 per $100 of earnings (i.e., if employees earn $750/biweekly pay period, they would be assessed a $4.35 biweekly premium). The premium rate will be reassessed every other year beginning Jan. 1, 2024, but is capped at .58 percent. The employee's employer will withhold this amount and pay it to the WA Cares Fund.

Human Trafficking

You may contact the services or hotline listed below if you think that you may be a victim of trafficking:
Emergencies: 911
Human Trafficking Hotline: 1-888-373-7888
Office of Crime Victims Advocacy Web site or Hotline: 1-800-822-1067 or on the Web at www.commerce.wa.gov/site/247/default.aspx.
Department of Labor & Industries' Crime Victim Compensation Service Center: 1-800-762-3716 or on the Web at www.crimevictims.Lni.wa.gov.
For information on workplace rights, worker safety and health or workers compensation, contact Department of Labor & Industries at 1-800-547-8367 or on the Web at www.Lni.wa.gov.
See other relevant telephone numbers on the workplace posters at your workplace or at www.Lni.wa.gov/IPUB/101-054-000.pdf.

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 - Job Requirements

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

Job Requirements- Additional information- 2
Prohibited and Unacceptable Conduct
Per 20 CFR 655.135 (j), The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

This provision does not prohibit employers or their agents from receiving reimbursement for costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport, or visa fees. Worker will be reimbursed should the worker receive a visa and arrive at the place of work.

Please report any of the following conduct immediately to your supervisor or the main office. This conduct is prohibited.
1. If someone promises work in exchange for money or a favor;
2. If someone refers you to work in exchange for money or a favor;
3. If someone tells you that you will not be hired unless you pay them money;
4. If you are offered extra pay for anything other than your work;
5. If you are offered cash pay; or
6. If you are asked to do anything with a paycheck issued to someone other than yourself (such as to sign for, endorse, deposit or cash the check)

h. Job Offer Information 8

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

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

Job Requirements- Additional information- 1
General Job Specifications:
1. Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established farm safety guidelines, practices and procedures.
2. Must wear all required and assigned personal protective equipment always when required to do so. Employee must wear proper clothing and footwear depending on the season. All footwear must be closed-toe due to safety precautions.
3. The employer or designated employee will provide instructions and general supervision. Employees will be expected to conform to the specific instructions given for each day?s work.
4. Employees will be required to attend an orientation on workplace rules, policies and safety information.
5. All work sites covered by this clearance order and all facilities of the employer are drug free workplaces. Employees must not report for work, enter employers property, or perform service while under the influence of or having used illegal controlled substances. Employees must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.
6. No non-employees will be permitted in or adjacent to the work site. In particular, no children may be present at or adjacent to work sites or left in vehicles during the workday. Employees arriving at work with non-working children or other non-employees will be sent home.
7. Employees who are eligible for employer provided housing will have employer arranged transportation from the housing to the worksite.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Job Requirements- Additional information-
The company may discipline and/ or terminate a worker for lawful job-related reasons. The following are examples of unacceptable conduct. This is not an exclusive list. The company will respond to violations of these rules and any improper conduct based on the seriousness of the offense. There is no guarantee of progressive discipline some conduct will result in termination on the first offense. Discipline and termination is in the company's sole discretion.
Failure or refusal to carry out job assignments and management requests;
Falsification of any work, personnel, or other company records, including entering false information into the time clock or clocking in/ out for another person;
Dishonesty, including unauthorized taking of company equipment, property or funds;
Discrimination against or harassment of co-workers in retaliation against co-workers who complain about discrimination or harassment;
Possession, use, sale or being under the influence of alcohol or illegal drugs during work hours or on company property. Illegal drugs includes all substances scheduled under the federal Controlled Substances Act (including marijuana) and including prescription drugs taken without or contrary to a prescription. Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence alcohol or illegal drugs.

j. Job Offer Information 10

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

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

Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing.
Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer.
Employer does not permit excessive absences and/or tardiness or failure to call in when absent or late for work.
Bringing weapons onto company property;
Deliberate damage to company property or property belonging to another employee;
Verbal abuse, fighting or threatening another employee;
Violating safety rules or misuse of equipment;
Violation of any other company policy.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 3. Job Requirements - Pay Stubs, Sick Leave, etc

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

Additional Materials Terms and Conditions of the Job Offer-3
Pay Stubs
The employer will furnish to the worker on or before each payday a written statement showing the worker's total earnings, hourly rate, piece rate, hours of work offered, hours worked, itemization of deductions, units produced if paid by piece rate, beginning and ending dates of pay period, employer's name, employer's address and employer's Federal Identification number in accordance with 20 CFR 655.122(k).
Accrued Sick Leave
Per Washington State Law, employees shall accrue one hour of paid sick leave for every 40 (forty) hours worked. Sick leave will be paid at the regular rate of pay. Employees will be entitled to use paid sick leave beginning on 90th calendar day after the start of employment. Unused sick leave of 40 hours or less will be carried over the following year.
Washington Family Leave Act
Pursuant to the Washington State Pad Family Medical Leave program, an employee may be eligible for Paid Family and Medical Leave benefits. The employer will withhold from the employee?s wage the maximum amount for the portion of the employee premium as required by law.
Employer Pension Plan
Workers may qualify for employer/s pension plan based on number of hours worked in a year and length of service.
Unemployment Insurance
Domestic workers are generally covered by unemployment insurance. Foreign workers are generally not eligible for unemployment insurance benefits. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.
Workers Compensation
All employees are covered by workers compensation insurance in accordance with state law. This insurance provides payment of medical benefits and time loss payments to a worker who is accidentally injured on the job. Employer assures that its workers compensation policy will remain valid throughout the contract period.
Workers Comp is coverage specifically designed to cover workplace injuries and illnesses and is provided by the employer.
Tools & Equipment
The employer will furnish without charge all tools, supplies and personal protective equipment required to perform the job. Deductions in pay for breakage, loss or damage of equipment or tools beyond wear and tear will be made in accordance with state law. To secure a replacement at no cost for an employer provided item, the worker must present the worn-out item to be replaced.

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 1. Job Requirements -No Complete

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

Additional Materials Terms and Conditions of the Job Offer-1No Complete, No Rehire Policy
Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. Employer has a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately and will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship on a case by case basis. Employees are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete, no rehire policy.
Workers who are consistently unable to perform their duties in a timely and proficient manner consistent with applicable industry standards for all workers, considering all factors, will be provided training in accordance with employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the employee to work more efficiently. If performance does not improve after coaching and several warnings, the employee may be terminated. These standards are not linked to any specific productivity measure.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

In the event that the applicable H-2A wage rate decreases for any reason during the employer's positive recruitment or H-2A contract period in the instant job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower wage rate remains the highest of the AEWR, the prevailing hourly wage or piece rate, an agreed-upon collective bargaining wage, and the federal and state minimum wages in effect at the time work subject to the provisions of this job order is performed.

Piece Rate Language
Harvest and other work may be paid at piece rates based on the crop, fruit or vegetable variety, size and condition, tree size, crop volume, weather, and other industry factors. Piece rate pay compensates the employee for all hours of work recorded during a day in which piece rate work was performed.

Estimated hourly piece rate may vary hourly and daily based on worker skill and productivity, orchard density, tree size, fruit size and yield.

The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate.

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).

n. Job Offer Information 14

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

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

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.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

Additional Wage Information:
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.

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.
The offered wage rate is the highest of 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. These rates are subject to change and may increase or decrease during the period of this contract based on the adverse effect wage rate (AEWR) or the prevailing piece rate. The adverse effect wage rate (AEWR) may be rescinded by court order or other action. In the event that the Department of Labor promulgates a new AEWR applicable to any portion of the period of employment covered in this job order, whether it is higher or lower, the employer will pay the higher of the AEWR and may at their discretion pay the lower AEWR beginning the effective date of the new AEWR.

p. Job Offer Information 16

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

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

Additional Duties
1. Caring for trees during growing process.
2. Monitoring tree disease such as blighted branches in apples and gummosis in cherries.
3. Harvest preparation including spreading liners in bins and rolling bins into blocks by hand.
4. Loading and unloading empty bins by hand.
5. Sorting fruit during harvest and verifying quality of fruit
6. Farm clean up tasks to include picking up garbage around the orchard, removing old string/ wire from trellis/ orchard blocks and other tasks.
7. Operating farm machinery and/ or motorized vehicles to assist in orchard work and transporting fruit, materials, supplies and workers.
8. Maintenance tasks for farm machinery.
9. Assisting Orchard Manager in daily duties
10. Bin repair
11. Verify bin count and numbers and ensuring bins are adequately full
12. Communicate with crew boss to ensure bins are full and fruit is handled appropriately
13. Laying and removing mylar from orchards
14. Sanitize bins, lugs and buckets
15. Remove bins from orchards, pick up lugs from orchards
16. Hoeing of apple trees
17. Operate tractors to mow, weed spray and trailers in the fields.
18. Load and mix chemicals in addition to operating tractors pulling air blast sprayers.
19. Install monitor, maintain and repair the irrigation system for a specified area of the fields.
20. Spray fertilizer or pesticide solutions to control insects, fungus and weed growth, and diseases, using hand sprayers.
21. Workers may also clear debris and garbage from fields and clean/maintain farm buildings, structures, equipment, and work areas.
22. Assist with farm building/field maintenance and repairs.
23. Adjust, repair, and service farm machinery and notify supervisors when machinery malfunctions.
24. Record irrigation times and evaluate need for repairs and adjustments to the irrigation system.
25.Observe and listen to machinery operation to detect equipment malfunctions.
26. Manipulate controls to set, activate, and adjust mechanisms on machinery.

Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non-passenger intended equipment unless instructed and authorized by the employer or supervisor to do so. All work-related injuries must be immediately reported to the crew leader, foreman, or supervisor, if requested.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

Thinning
The worker will hand thin on a motorized platform, from the ground and/ or utilizing a ladder. The worker will use hands or scissor like clippers to remove small fruit blossoms, buds and/ or identifiable fruit from within a cluster of other fruits. The workers must be able to identify and remove fruit that is misshapen, damaged and/ or contains other quality problem.
Training
The worker will hand train fruit trees on a motorized platform, from the ground and/ or utilizing a ladder. The worker will tie, tape or clip fruit tree limbs to wires; position limbs of fruit trees; shoot thin; remove suckers, thin clusters, position shoots, hedge or remove leaves.
Pruning
The worker will hand prune trees and on a motorized platform, from the ground and/ or utilizing a ladder. The worker will utilize hand shears, hand loppers, hand saws and other equipment. The worker may be required to selectively prune trees of certain size and color as instructed by their supervisor. The worker will identify and remove stubs, broken branches, downward growing branches, branches which rub against each other, shaded interior branches, dead wood, shoots and suckers with various equipment.
Nursery Work
Digging, sorting and bundling small fruit trees in the nursery. Workers will put sawdust around tree roots and be responsible for care and growth of young fruit trees.
Cherry, Apple and Pear Harvest
The worker will hand harvest fruit on a motorized platform, from the ground and/ or utilizing a ladder. The worker will attach the harness, bucket or bag and pick low hanging fruit. The worker will pick according to grade, color and size by grasping fruit with their hands and removing it from the tree in a motion that will not harm buds on tree branches. The worker will carry the harness, bucket or bag of fruit and will place the fruit into lugs. The worker must exercise care at all times to prevent bruising of fruit or breaking of branches. Some workers may be tasked with examining harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications.

r. Job Offer Information 18

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

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

The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor before leaving the place of employment, or terminated because of an act of God which makes fulfillment of the work contract impossible or if a foreign worker is displaced by a U.S. worker in accordance with 20 CFR 655.122(i)(4).
The workers will be reimbursed for appropriate and reasonable inbound transportation costs, VISA, CBP fee, and daily subsistence fees within the first work week in accordance to the FSLA requirements. Workers that do not complete 50% of the work contract may have inbound transportation reimbursement fees deducted from their final paycheck if they are terminated, quit or abscond from employment.

Outbound:
Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation will be provided their outbound transportation and subsistence checks before leaving the employer?s workplace. Workers may select any means of transportation home they choose; however, the reimbursement is limited to lesser of the per worker cost of employer provided transportation or the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower for any damages, injuries, and personal or property losses.

Workers may be required to have a COVID-19 test before departing their home country or before taking transportation to the U.S.

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

Employer will assign employees housing accommodations. No person not authorized by the employer may occupy employer-provided housing. Overnight guests are not permitted.
Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them
.
Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters.

Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning.

Workers must close all doors and windows while using heat and during
adverse weather conditions.

Workers agree to have deductions made from their last pay check for damages to housing as a result of breakage, damage caused by the worker dishonest of willful act, loss for damage of equipment beyond normal wear and tear consistent with state employment regulations, if found to have been the responsibility of the employee through civil court proceedings.
All visitors to the housing facility must check in with the employer and housing manager. Access to housing by authorized government personnel, job service outreach workers, and invited guests is permitted in common areas as long as their presence does not disrupt nor interfere with the right of quiet enjoyment of all housing residents.
Based on local, state and federal COVID guidance, employees may not visit other housing facilities or units for the benefit of each worker?s safety. Non-employees and outside guests are prohibited entry into housing units unless authorized by the employer. If outside groups or agencies, including outreach agencies, require visits to workers, the employer will find a safe meeting place outside of the housing unit for worker access

t. Job Offer Information 20

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

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

The employer will provide housing at no cost for H-2A workers and those in corresponding employment who are not reasonably able to return to their residence within the same day in accordance with 20 CFR 655.122(d). Kitchen and other common facilities will be shared. The employer will provide each unit with a wash basin to wash clothing and bedding.
The employer will distribute and post a camp management plan and housing rules. Workers who do not comply with housing rules will be subject to progressive discipline up to and including termination and removal from housing. If a worker is terminated they must vacate housing within 72 hours of termination of employment. The employer will assign housing accommodations, no person may occupy employer-provided housing without prior written permission by the employer. The worker agrees to have deductions made from their last pay check for damages to housing consistent with federal and state law.

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - COVID-19

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

Additional Materials Terms and Conditions of the Job Offer-4
COVID-19
Workers must comply and cooperate with all measures by the employer and as recommended or required by the Centers for Disease Control and other government officials such as COVID workplace and housing guidelines, such as the use of face coverings, worker health checks, social distancing, sanitation measures and any other recommendations, requirements or guidance. If the stay at home order is a government order, all workers must comply.
Workers may be asked to receive a COVID-19 vaccination and/or boosters to protect other workers and the public.
Per the Department of Homeland Security, 'all inbound foreign national travelers seeking to enter the United States via land POEs or ferry terminals, whether for essential or non-essential reasons must be fully vaccinated for COVID-19 with a CDC approved vaccine and provide related proof of vaccination.'

v. Job Offer Information 22

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

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