



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

**A. Job Offer Information**

1. Job Title * Farm Worker							
2. Workers Needed *		a. Total		b. H-2A		Period of Intended Employment	
		120		120			
3. Begin Date * 6/1/2022						4. End Date * 11/15/2022	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
35		a. Total Hours		6		c. Monday 6	
0		b. Sunday		6		d. Tuesday 6	
						e. Wednesday 6	
						f. Thursday 5	
						g. Friday	
						h. Saturday	
a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM b. <u>2</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM							
<b>Temporary Agricultural Services and Wage Offer Information</b>							
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 \$	
\$ <u>17</u> <u>41</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>00</u> <u>00</u>		See A.9 - Additional Crops and/or Agricultural Activities for Piece Rates	
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
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.) The Employer will make the following deductions from the worker's wages: FICA taxes, Federal Income tax if required, Oregon state transit tax under HB 2017, other deductions expressly authorized or required by state or federal law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the worker has voluntarily purchased from the Employer, long-distance telephone charges, and any other deductions expressly authorized by the worker in writing.							



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**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
See Addendum C			

**C. Place of Employment Information**

1. Address/Location *			
AgriMacs - 1740 W Dogwood Rd			
2. City *	3. State *	4. Postal Code *	5. County *
Pasco	Washington	99301	Franklin
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
*NOTE: All foreign Workers will be utilized by the fixed-site employer in mass or as individuals depending on the needs of the Employer at any given time. All worksites are within a normal commuting distance, in a single area-of-intended-employment. Work will be performed at each site during the contract period, and any worker may be called upon to work at any location on a given day.			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
712 N 25th Ct			
2. City *	3. State *	4. Postal Code *	5. County *
Pasco	Washington	99301	Franklin
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Apartments		4	40
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
See Addendum B.			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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**E. Provision of Meals**

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. \* (Please begin response on this form and use Addendum C if additional space is needed.)  
Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

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.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). \*

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

See Addendum C.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker \*

a. no less than \$ 14 . 00 per day \*

b. no more than \$ 59 . 00 per day with receipts

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**G. Referral and Hiring Instructions**

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

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

See Addendum C

2. Telephone Number to Apply \*

+1 (541) 667-9580

3. Email Address to Apply \*

info@agrilaborinc.com

4. Website address (URL) to Apply \*

<https://agrilaborinc.com/job-seekers/>

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

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No



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

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

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

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

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

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

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

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

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

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

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



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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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

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

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

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

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





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11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.
- If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).
- For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).
12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).
- The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).
15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

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

1. Last (family) name *	2. First (given) name *	3. Middle initial \$
Torres	Camelia	
4. Title *		
H-2A Specialist		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		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.





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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Aztec Apples Harvest All Cultivations	\$ 17 . 41	Hour	Aztec Apples Harvest All Cultivations will be paid at an hour rate of \$17.41 per hour
	Cultivations Autumn Glory Apple	\$ 17 . 41	Hour	All Cultivations Autumn Glory Apple will be paid hourly at \$17.41 per hour
	Apple Harvest All Cultivations	\$ 17 . 41	Hour	Apple Harvest All Cultivations will be paid at an hourly rate of \$17.41 per hour.
	Granny Smith Apple Harvest Harvest All Cultivations	\$ 17 . 41	Piece Rate	\$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$21.19/hr, based on workers filling 0.56 bins per hour on average. Guaranteed \$17.41 per hour
	Red Delicious Apple Harvest - Medium Density	\$ 17 . 41	Piece Rate	\$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$23.55/hr, based on workers filling 0.62 bins per hour on average. Guaranteed \$17.41 per hour
	Red Cherry Harvest	\$ 17 . 41	Piece Rate	\$6.00 Per 30 lb Lug Estimated hourly wage rate equivalent for this piece rate is \$18.75/hr, based on workers filling 0.24 lugs per hour on average. Guaranteed \$17.41 per hour
	Harvest All Cultivations Fuji Apple	\$ 17 . 41	Hour	\$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$18.84/hr, based on workers filling 0.5 bins per hours on average. \$17.41 per hour guaranteed.
	Honey Crisp Apple Harvest All Cultivations	\$ 17 . 41	Piece Rate	\$31.76/bin (47 X 47 X 24.5) \$17.41 per hour guaranteed.
	Yellow Cherry Harvest	\$ 17 . 41	Hour	\$0.21 Per Pound. Estimated hourly wage rate equivalent for this piece rate is \$17.41/hr, based on workers filling 3.3 lugs (53 pounds) per hour on average. \$17.41 per hour guaranteed.
	Gala Apple Harvest Low Density	\$ 17 . 41	Piece Rate	\$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$17.41/hr, based on workers filling 0.44 bins per hour on average. Workers will be guaranteed \$17.41 per hour.



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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Harvest All Cultivations Granny Smith	\$ 17 . 41	Hour	\$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$21.19/hr, based on workers filling 0.56 bins per hour on average. \$17.41 per hour guaranteed.
	Pink Lady Apple Harvest All	\$ 17 . 41	Hour	\$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$17.41/hr, based on workers filling 0.37 bins per hour on average. \$17.41 per hour guaranteed.
	Golden Apple Harvest strip pick	\$ 17 . 41	Piece Rate	\$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$23.55/hr, based on workers filling 0.62 bins per hour on average. Guaranteed \$17.41 per hour
	Gala Apple Harvest High	\$ 17 . 41	Piece Rate	\$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$23.55/hr, based on workers filling 0.62 bins per hour on average. \$17.41 per hour guaranteed.
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
AgriMacs	1740 W Dogwood Rd Pasco, Washington 99301 FRANKLIN	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
AgriMacs	1910 W Dogwood Rd Pasco, Washington 99301 FRANKLIN	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
AgriMacs	42914 N Demoss Rd Benton City , Washington 99320 BENTON	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
AgriMacs	10386 Pasco-Kahlotus Hwy Pasco, Washington 99301 FRANKLIN	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Bellinger	80980 Division Rd Irrigon, Oregon 97844 MORROW	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Bellinger	1000 Rd Stanfield , Oregon 97875 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Bellinger	1343 Rd. Echo, Oregon 97826 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Columbia Basin Farms	22947 Fairview Rd Ione, Oregon 97843 MORROW	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Columbia Basin Farms	80480 Powerline Rd Hermiston, Oregon 97838 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Columbia Basin Farms	80259 Paterson Ferry Rd Irrigon, Oregon 97844 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Columbia Basin Farms	75906 Threemile Rd Boardman, Oregon 97818 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Columbia Basin Farms	72140 Wilson Ln SE Boardman, Oregon 97818 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	24104 Cottonwood Springs Boulevard Kennewick, Washington 99336 BENTON	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	74906 Homestead Ln Boardman, Oregon 97818 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	17280 Christy Rd Plymouth, Washington 99346 BENTON	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	36740 County 1172 Rd Stanfield , Oregon 97875 BENTON	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	68634 Crum Rd Ione, Oregon 97843 MORROW	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	8801 Dodd Rd Burbank , Washington 99323 WALLA WALLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	1333 Rd Echo, Oregon 97826 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	78276 Paul Smith Rd Boardman, Oregon 97818 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
J S H	84186 Highway 37 Hermiston, Oregon 97838 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	70246 Kunze Ln SE Boardman, Oregon 97818 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	892 Rd Pendleton, Oregon 97801 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	17855 WA-124 Burbank, Washington 99323 WALLA WALLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	36030 Despain Gulch Stanfield , Oregon 97875 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	32332-32548 E Highland Exd Rd Hermiston, Oregon 97838 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	75906 Threemile Road Boardman, Oregon 97818 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	10998 Adams Rd S Royal City , Washington 99357 GRANT	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	4400-4454 Ironwood Rd Mesa, Washington 99343 FRANKLIN	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
J S H	80897 Wolfe Lane Hermiston, Oregon 97838 UMATILLA		6/1/2022	11/15/2022	120

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
J S H	1225 Rd Umatilla, Oregon 97882 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	17002 S GRANDVIEW LN Basin City , Washington 99343 FRANKLIN	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	43201 N RIVER RD Benton City , Washington 99320 BENTON	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	75906 THREE MILE ROAD Boardman, Oregon 97818 MORROW	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	165 CORNY HOLLOW RD Burbank, Washington 99323 WALLA WALLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	4756 W SR 260 Connell, Washington 99326 FRANKLIN	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	27471 MCCARTY RANCH LN Echo , Oregon 97826 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer`	33263 OREGON TRAIL RD Echo, Oregon 97826 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	32897 E LOOP RD Eltopia, Washington 99330 FRANKLIN	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	75858 COL JORDAN RD Hermiston, Oregon 97838 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120



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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Pioneer	32897 E LOOP RD Hermiston, Oregon 97838 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	84917 HWY 37 Hermiston, Oregon 97838 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	76272 E OR LANE Irrigon, Oregon 97844 MORROW	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	193910 E GAME FARM RD Kennewick, Washington 99336 BENTON	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	1880 DRUMMOND RD Mesa, Washington 99343 FRANKLIN	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	85091 EDWARDS RD Milton Freewater, Oregon 97862 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	53558 YATES LN Milton Freewater, Oregon 97862 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	52864 STATELINE RD Milton Freewater, Oregon 97862 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	1033 S HOWARD RD Othello, Washington 99344 ADAMS	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	10190 N GLADE ROAD Pasco, Washington 99301 FRANKLIN	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Pioneer	351 CYPRESS LN Pasco, Washington 99301 FRANKLIN	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	41764 BIRCH CREEK RD Pendelton, Oregon 97801 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	64302 W COATS RD Prosser, Washington 99350 BENTON	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	46 SONOVA RD Prosser, Washington 99350 BENTON	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	34655 ROPER LANE Stanfield, Oregon 97875 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	77356 N LOOP ROAD Stanfield , Oregon 97875 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	36345 DESPAIN GULCH RD Stanfield , Oregon 97875 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	944 WOODWARD CANYON RD Touchet, Washington 99360 WALLA WALLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	940 RAINVILLE RD Touchet, Washington 99360 WALLA WALLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	28412 HWY 730 Umatilla, Oregon 97882 UMATILLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Pioneer	262 CONNOVER RD Waitsburg, Washington 99361 WALLA WALLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	11537 W HIGHWAY 12 Walla Walla, Washington 99362 WALLA WALLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	3943 OLD MILTON HWY Walla Walla, Washington 99362 WALLA WALLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	5238 COTTONWOOD RD Walla Walla , Washington 99362 WALLA WALLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120
Pioneer	399 HARRIER HILL RD Walla Walla, Washington 99362 WALLA WALLA	*NOTE: All foreign Workers will be utilized by the fixedsite employer in mass or as individuals depending on the needs of the Employer at any given time.	6/1/2022	11/15/2022	120

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**D. Additional Housing Information**

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Apartment	4 N Tweedt Pl Kennewick, Washington 99336 BENTON	Tweedt Apartment Lic No. WA-0790-TWH	4	40	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	6 N Sheppard Pl Kennewick, Washington 99336 BENTON	6 Shepard Apartment Lic No. WA-0880-TWH	4	40	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	14 N Sheppard Pl Kennewick, Washington 99336 BENTON	14 Shepard Apartment Lic No. WA-0949-TWH	4	40	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	13 N Tweedt Pl Kennewick, Washington 99336 BENTON	13 Tweedt Apartment Lic No. WA-0868-TWH	4	40	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	29 N Tweedt Pl Kennewick, Washington 99336 BENTON	29 Tweedt Apartment Lic No. WA-0876-TWH	4	40	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Stick built house	317 W Bonneville St Pasco, Washington 99301 FRANKLIN	Bonneville Street Housing Pasco, Washington 99301 Lic No. WA-0717-TWH	1	16	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	713 8th St Benton City, Washington 99320 BENTON	Benton City 1 Lic No. WA-791-TWH	8	88	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	721 8th St Benton City, Washington 99320 BENTON	Benton City 2 Lic No. WA-0785-TWH	4	40	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	727 8th St Benton City, Washington 99320 BENTON	Benton City Housing Lic No. WA-0707-TWH	4	40	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	96 N Conway Street Kennewick, Washington 99336 BENTON	Conway 1 Lic No. WA-0808-TWH	8	56	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal



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**D. Additional Housing Information**

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Apartment	108 N Conway St Kennewick, Washington 99336 BENTON	Conway 3 Lic No. WA-0925-TWH	8	76	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	114 N Conway St Kennewick, Washington 99336 BENTON	114 Conway Lic No. WA-0964-TWH	8	76	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	102 N Conway St Kennewick, Washington 99336 BENTON	102 Conway Lic No. WA-0971-TWH	8	56	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	4202 West Albany Avenue Kennewick, Washington 99336 BENTON	4202 Albany Lic No. WA-879-TWH	4	40	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	120 N Conway St Kennewick, Washington 99336 BENTON	120 Conway Lic No. WA-0966-TWH	8	76	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	206 N Conway St Kennewick, Washington 99336 BENTON	Conway 2 Lic No. WA-0815-TWH	8	76	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	310 E Cherry St Hermiston, Oregon 97838 UMATILLA	Cherry Street Camp Camp ID: 4074	4	40	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	230 E Dogwood Ave Hermiston, Oregon 97838 UMATILLA	Lakeview Manor #1,2,3,4,5,6,7,8 Camp ID: 3776	8	70	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Apartment	321 7th St Umatilla, Oregon 97882 UMATILLA	Umatilla 7th Street Housing Camp ID: 3775	10	30	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



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

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *	<p>This job requires working with cherries, watermelons, onions, corn, and apples, apricots, mint and hops. Corn and Onion: Care for row crops according to instructions of supervisor. Exercise care to prevent bruising or breaking of row crop.</p> <p>Weeding: Utilizing a hoe to clean weeds around and between onions. Farm clean up tasks to include picking up garbage around the fields, and other hand tasks. Hand tools, such as pruning hooks, shears, and/or picking bags will be utilized. Harvest preparation including spreading liners in bins, rolling bins into blocks by hand. Load and unload empty bins by hand and place in field.</p> <p>Corn Detassling: The Worker will need to pull the tassel off the corn. The worker must possess the ability to walk for long periods at a time. place them into provided bins between windrows. Harvesters are encouraged to work in pairs during this process. Watermelon Planting and Harvest Watermelon planting: Employees will be planting watermelon seedlings in rows. Job requires constant bending, stooping, kneeling, walking, and lifting. Employees may be required to work in harsh weather conditions and possibly on or around machinery, such as tractors or trucks. Watermelon Harvesting Watermelon LOADING: Workers will load Watermelons from the ground onto conveyor belts and bins, taking care to not damage the fruit. Some workers will walk behind the conveyor belt arm of a bulk loader and place the watermelons on the belt. Some workers will work on the Watermelon loader itself and take the watermelons from the conveyor belt and place them into bins. Workers will lift, carry, and load watermelons onto conveyor or trucks. Considerable stooping and kneeling is required. Care must be taken to prevent damaging produce and plants. Field work begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures up to 110 degrees F. Worker may be required to work in field when plants are wet with dew/rain and should have suitable clothing for variable weather conditions. Work is to be done for long periods of time. Workers are expected to perform duties including loading of product. Workers will assist in loading trucks with watermelons up to 60 pounds and lifting to a height of 5 feet for long periods of time. Workers should be able to work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking. Allergies to ragweed, goldenrod, 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. Saturday work is required. Workers must possess requisite physical strength and endurance to repeat the harvest process throughout the workday. Harvest Support: The worker will assist with general farm labor. The worker must possess the ability to stand, sit, and walk for long periods. The worker may need to inspect and maintain fields. The worker will safely and responsibly use any hand tools to assist with the crop harvest. Cherry Harvest: The Worker will hand harvest cherries; this can be performed from a motorized platform and/or from the ground or a ladder. The Worker will attach harness, bucket or bag and pick low hanging fruit while standing or on a ladder. The Worker will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. The Worker will carry harness, bucket or bag of up to 20 lbs. and will place fruit into plastic lugs or bins which hold approximately 30 pounds of fruit. Care must be exercised at all times to prevent bruising of fruit or breaking of branches. Some Workers may be required to examine harvested fruit in plastic/wooden bins and sort out any fruit not meeting the grade, color and size specifications.</p>		

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *	<p>Three months of general agriculture experience. There are general conditions of employment, general job specifications and individual requirements that are specific to each job duty.</p> <p>This type of work involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. The work requires a high level of physical conditioning. Workers may be subject to mandatory drug testing if they have been involved in a reportable accident or upon reasonable suspicion that drug use may be impacting job performance. Any drug test will be conducted at the employer's expense. All drug testing will be conducted post-hire.</p>		





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**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
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who are available at the time and place needed should be referred to the employer. All referrals from State Workforce Agencies must be sent to the employer by email and must include referral contact name, phone number, and email address if an email address is available.</p> <p>Walk-in applications will be accepted at: Address: 505 North 1st Place, Hermiston, OR 97838 Telephone: (541) 667 - 9580 AgriLabor Referral Contact is Taylor Atkinson email address: info@agrilaborinc.com phone number (541) 667 - 9580.</p> <p>Contact hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., ("Regular Business Hours"), except on federal holidays. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment. The employer will interview applicants by phone and in-person by appointment and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. Applicants, State Workforce Agency Personnel, walk-ins, gate hires, etc. may call for an interview during regular business hours. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews.</p> <p>Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker at the time the worker reports for work and will be examined by the Company as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p>			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Employer will offer transportation at no cost to workers occupying Employer-provided housing to the worksite and return on a daily basis. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary, and workers are free to use their own transportation. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Employer.</p>			



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

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties 2
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>13. Load and unload empty bins by hand and place in orchard, fields or nursery 14. Picking numerous varieties of apples and cherries according to established company procedures accounting for difference in the treatment of different varieties. 15. Selectively pick only fruit of a certain color and/or size as instructed by the supervisor. 16. Handle fruit carefully and not bruise or damage fruit when it is placed in the bin. 17. Observation of bruised, damaged or cull fruit by the supervisor will result in a bad bin mark and after three bad bin marks, the employees will receive disciplinary action up to and including termination. A bad bin mark occurs when a bin is inspected and a significant number of culls, bruised or damaged are found by the supervisors. 18. The prevailing practice in the industry is pay on a piece rate basis for hand harvesting of apples and cherries. 19. Safely sets and use of ladders. Much of the picking will be done from an aluminum ladder up to 12 feet in height. 20. Use of hand tools, such as pruning hooks, shears, and picking bags will be utilized. 21. Ranking and removal of orchard brush and waste. 22. Installing and removal of reflective material for apples. 23. General Nursery irrigation including; maintenance and repair of sprinklers (heads, lines, pipes, valves, pumps, etc.) on overhead cooling or other general or specific irrigation systems. 24. Clean up tasks to include picking up garbage around the orchard, nursery and fields, removing old string and wire from trellis and Nursery and orchard blocks, and other hand tasks. 25. The Worker must be adept at safely placing and using ladders. Much of the work will be done from an aluminum ladder up to 12 feet in height. Workers can also: 1. Operate or maintain equipment used in agricultural production and field preparation such, as tractors, irrigation equipment, 4-wheelers, trucks, and other commonly used equipment in agriculture. 2. Operate tractors to mow, weed spray and move bin/tote trailers in the orchard and fields. 3. Load and mix chemicals in addition to operating tractors pulling air blast sprayers. Workers will be trained in the safe use of chemicals. 4. Install, monitor, maintain and repair the irrigation system for a specified area of the orchard. 5. Spray fertilizer or pesticide solutions to control insects, fungus and weed growth, and diseases, using hand sprayers. Workers will either have a valid pesticide license or be supervised by someone with a valid pesticide license. 6. Drive vehicles to haul crops, supplies, farmworkers, and tools. 7. Help Prepare daily and weekly reports of wages and progress by tracking hours worked, break times and pieces picked. Calculate minimum wages when working by piece rates. 8. Audit other crews' times and progress that work in same location.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>The worker must possess the ability to pick-up, handle a 10 ft. or 12 ft. orchard ladder weighing up to 40 pounds.</p> <p>APPLE and Apricot Harvest: Worker will hand harvest apples. Worker will attach harness, bucket or bag and pick low hanging fruit, while standing on the ground and in higher branches, while standing on a ladder. Worker will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. Worker will carry harness, bucket or bag of up to 60 lbs. and will place fruit in wooden bins, 4x4x3 which hold approximately 25 bushels of fruit. Care must be exercised at all times to prevent bruising of fruit or breaking of branches. Some workers may be required to examine harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications. Nursery: Training: Attaching growing tree to support stake with ties or tape. Placing support stake (bamboo rods) in the ground next to tree. Defeather/de-sucker: Remove unwanted plant growth from tree or surrounding area. Performed by hand or with provided hand pruners.</p> <p>Weed Control: Remove weeds from tree row. Performed by hand when in close proximity to tree base, or with provided proper tool. Site Upkeep: Maintenance of fields and tree handling areas. Removal of unwanted plant material and dirt with provided proper tools.</p> <p>Job Duties for CORN, WATERMELON, ONIONS, HOPS 1. Care for row crops according to instructions of supervisor. 2. Exercise care to prevent bruising or breaking of row crop. 3. Farm clean up tasks to include picking up garbage around the fields, and other hand tasks. 4. Hand tools, such as pruning hooks, shears, and/or picking bags will be utilized. 5. Harvest preparation including spreading liners in bins, rolling bins into blocks by hand. 6. Load and unload empty bins by hand and place in field. Workers can also: 1. Operate or maintain equipment used in agricultural production and field preparation such as tractors, irrigation equipment, 4-wheelers, trucks, and other commonly used equipment in agriculture. 2. Operate tractors to mow, weed spray and move bin/tote trailers in the orchard and fields. 3. Load and mix chemicals in addition to operating tractors pulling air blast sprayers. 4. Install monitor, maintain and repair the irrigation system for a specified area of the orchard. 5. Spray fertilizer or pesticide solutions to control insects, fungus and weed growth, and diseases, using hand sprayers. 6. Operate equipment to load products into farm-owned storage. Jobs Duties Specific to Hops: Hop Truck Driver/Unloader: Job consists of driving the hop vine truck while being it is being loaded and transporting the hops to the harvesting machine. Once there, the driver will assist one of the hop vine unloader/hangers in unloading the truck by hand. All of the job requirements specific to the hop vine unloader/hanger job apply to the driver while performing this function of the job. Hop Vine Unloader/Hanger: Job consists of unloading hop trailers at a stationary picking machine. Hanging hop vines is physically demanding and requires the employee to grab, lift and place the ends of hop vines on hooks that transfer the vines from the truck beds to the picking apparatus.</p> <p>Job Duties for Apples, Cherries and Nursery THINNING: Thinning is a manual process used to control the size and quality of grown fruit.</p>			



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

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties 1
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Job Duties for Apples, Cherries and Nursery  THINNING: Thinning is a manual process used to control the size and quality of grown fruit. Must possess ability to pick up and maneuver a 10- 12-foot orchard ladder weighing 40+ pounds. This process requires the employee to remove, in some cases but not limited to; the smallest fruit blossom, bud, and/or identifiable fruit from within a cluster of other fruits. Workers will be expected to be able to identify and remove fruit that is misshapen, damaged and/or other quality problems, as directed by supervisors.  PRUNING: Pruning numerous varieties of fruit trees and according to established company procedures based on the difference in the treatment of different varieties. Work will be performed on trees for long periods of time using a variety of pruning equipment including: hand shears, hand loppers, hand saws, and 10-12-foot ladders. Pruning and thinning may be done from the ground or on a ladder up to 12 feet in height or from a motorized platform. Workers may be required to selectively prune only trees of a certain size and color as instructed by the crew boss. Workers are expected to possess or acquire pruning skills in order to identify and remove stubs or broken branches or downward-growing branches, branches which rub against each other, shaded interior branches and/or, dead wood and shoots/suckers; with hand pruning saws and clippers, and/or mechanized equipment.  TRAINING: Training of fruit tree limb tying, trellis tying or clipping limbs to wire Training and limb positioning of fruit trees. Hand thinning of fruit trees to ensure proper crop load Shoot thinning, sucker removal, cluster thinning, shoot positioning, hedging, and leaf removal of fruit trees. Propping and tying of fruit tree limbs/branches to trellis.  Other Job Specifications Include: THIS IS A DESCRIPTION FOR APPLES and CHERRIES and NURSERY 1. Planting of new trees orchard for establishing or maintaining a field 2. Worker will care for young non producing fruit trees including weeding, hoeing, removing foreign material from a planting, trunk painting, hand fertilizing, and growth selection by hand and by clipping. 3. Training of apple and cherry trees to trellis, including clipping and tying limbs and shoots to wire. 4. Provide general labor to assist in the establishment of new orchard properties by clearing property, planting trees or building trellises, repair and spreading of composted material and any other labor considered necessary for the efficient structure of new orchard properties. 5. Cares for trees during growing process- to include the possibility of recognizing and/or reporting and/or treating tree diseases such as blighted branches in apples. 6. Harvest preparation including spreading liners in bins, rolling bins in blocks by hand. 7. Propping and tying of apple trees and limbs. 8. Pruning and tying of apple and cherry trees and limbs. 9. Pruning and thinning may be done from the ground or ladder up to 12 feet in height, or from a motorized platform. 10. Change/operate a variety of irrigation systems including changing, operating or repairing valves to meet crop needs based on environmental/climatic changes. 11. Repair sprinklers on overhead cooling system, drip systems, and under tree systems including plugs, broken heads, or broken pipes/lines.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Oregon Pesticide Attestation
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Oregon Pesticide Attestation: The Employer attests that all workers will be properly trained in the Worker Protections Standard (WPS) by qualified WPS trainers who have completed an EPA-approved Train-the-Trainer course pursuant to the Oregon Department of Agriculture.			



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**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 - Other Conditions of Employment Cont.
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>7. Substance abuse policy: The Employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our members and their workers and visitors. The use or possession or being under the influence of drugs or alcohol during working time is prohibited. If the Worker arrives to work impaired due to substance abuse they will be subject to progressive discipline up to and including termination.</p> <p>8. 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.</p> <p>9. The Oregon Employer will provide sick leave to employees. The employee will begin accruing sick time on the first day of employment and earn sick leave at a minimum rate of 1 hour for every 30 hours worked. Employees may use accrued sick time on the 91st calendar day of employment and may use sick time as it is accrued. Employees may carry over up to 40 hours of unused sick time from one year to the next; however employers may adopt policies that limit employees to accruing more than 80 hours of sick time or using no more than 40 hours of sick time in a year.</p> <p>10. Employers will grant reasonable access to outreach workers pursuant to 20 CFR 653.107 and 653.501(3)(vii), and the Oregon Access Act ORS 659A.</p> <p>11. You have the right to keep in your possession, your travel and labor documents, including your visa, at all times, and your employer may not require you to surrender those documents to the employer or to the international labor recruitment agency while you work in the United States, except as otherwise required by law or regulation or for use as supporting documentation in visa applications.</p>			

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 Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The number of workers needed represents the estimated shortage of domestic workers, and therefore the number of foreign workers the Employer anticipates will be needed. The Employer will hire all able, willing, and qualified domestic workers through the 50% point of the contract period and therefore the number of foreign workers hired could be substantially fewer than listed. A.6 Anticipated days and hours of work per week The hours listed in block A.6 represent the normal work schedule. Due to the nature of these crops, weather, and the requirement to send the crop to market when fresh, it is the prevailing practice to work substantially more, less or different hours than those listed, sometimes for extended periods of time. When the number of hours for a week exceeds the number listed in section A.6, the worker may be offered, but not required, to work more hours.</p>			



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**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 - General Conditions of Employment
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>There are general conditions of employment, general job specifications and individual requirements that are specific to each job duty: GENERAL CONDITIONS: Field work begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in freezing or high heat temperatures. The worker may be required to work in the orchard when trees are wet with dew/rain and should have suitable clothing for variable weather conditions. Worker may be required to lift or load up to 60 lbs continually.</p> <p>The Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non-passenger intended equipment unless instructed and authorized by the employer or supervisor to do so. All work related injuries must be immediately reported to the crew leader, foreman, or supervisor. Workers compensation claims may be presented to any medical provider, through your employer or state agency if applicable.</p> <p>Full Growing Season Commitment: The worker agrees to be available for work and perform the assigned work for the assigned employer through the full period of employment June 1, 2022 to November 15, 2022, in accordance with the ETA 790.</p> <p>Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper methods and other crop specific issues.</p> <p>General Job Specifications:</p> <ol style="list-style-type: none"><li>1. Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established orchard safety guidelines, practices and procedures.</li><li>2. Must wear all required and assigned personal protective equipment at all times when required to do so. Worker must wear proper clothing and footwear depending on the season. All footwear must be closed-toed and durable due to safety precautions.</li><li>3. The Employer or designated worker will provide instructions and general supervision. Workers will be expected to conform to the specific instructions given for each day's work.</li><li>4. Workers will be required to attend an orientation on workplace rules, policies and safety information.</li><li>5. All worksites covered by this clearance order and all facilities of the employer are drug-free workplaces. Workers must not report for work, enter employers' property, or perform service while under the influence of or having used alcohol, marijuana or illegal controlled substances. Workers must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, marijuana, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.</li><li>6. Individuals who are not employed by the Employer will not be permitted in or adjacent to the work site. In particular, no non-working children may be present at or adjacent to work sites or left in vehicles during the workday. Workers arriving at work with non-working children or other non-workers will be sent home.</li><li>7. Workers who are eligible for Employer-provided housing will have employer arranged transportation from the housing to the worksite.</li></ol> <p>All other duties assigned under this order will be those duties of Farm Worker, Diversified Crops, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-209.</p>			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Housing Information
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>The employer will assign the Worker housing accommodations, if applicable. No person may occupy the Employer-provided housing without prior written permission by the Employer. The employer will provide separate private sleeping areas for unrelated persons of each sex and for each family unit in accordance with Oregon OSHA Agricultural Labor Housing OAR 437-004-1120 (16) (o). The kitchen and other common facilities will be shared.</p> <p>Housing Rules: The Employer will distribute and post a camp management plan/housing rules. Workers who do not comply with housing rules will face progressive discipline, up to and including termination and removal from the housing. 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 in accordance with Oregon Access Act ORS 659A. Overnight guests are not permitted. Authorized persons shall, upon request, provide credentials identifying the person as representing a qualifying agency or organization. The employer retains the right to inspect the housing at any time and any property therein.</p> <p>The worker may decline an offer of housing.</p>			



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

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Other Conditions of Employment
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>1. This document is translated into Spanish, if there are any differences the approved English version controls.</p> <p>2. Discipline and/or Termination: The Employer may discipline and/or terminate the Worker for lawful job-related reasons: a) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; b) commit serious act(s) of misconduct or serious or repeated violation(s) of company policies and procedures attached hereto; c) fails after completing the training period to perform the work as specified in Item 16; d) abandons his employment; e) falsifies identification, personnel, medical, production or other work related records; f) fails or refuses to take a drug test when requested during employment; or g) commits acts of insubordination (defined as failure to regard or obey authority). Note: Drug testing may be conducted post-employment and at the expense of the employer as stated in accordance with Departmental regulations at 20 CFR sec. 655.122(b). This is not a drug test requirement, but a statement outlining that the employer may conduct post-employment drug testing at the expense of the employer.</p> <p>3. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the Employer no later than the first day of employment. The Employer has a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the Worker from future employment opportunities with the Employer. If the Worker abandons their employment without notice during the period covered by this work agreement they are terminated immediately and will be disqualified from future employment opportunities with the Employer. If the Worker resigns their employment voluntarily, the Employer will consider and evaluate special circumstances and hardship on a case by case basis.</p> <p>4. If the Worker is consistently unable to perform their duties in a timely and proficient manner consistent with applicable industry standards, considering all factors, they will be provided training in accordance with Employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the Worker to work more efficiently. If performance does not improve after coaching and several warnings, the Worker may be terminated. These standards are not linked to any specific productivity measure and apply equally to if the Worker is working on an hourly and/or piece rate basis.</p> <p>5. For workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.</p> <p>6. Drug Free Workplace: All worksites 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 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 time.</p>			

n. Job Offer Information 14

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Additional Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For workers who complete 50% of the work period, the company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the employer. The company may elect, at the Company's sole discretion and/or if required by law, to reimburse workers' inbound transportation and subsistence costs at an earlier time than set forth in the preceding paragraph. If the worker completes the period of employment, the Company will provide or pay for the worker's transportation and subsistence from the place of employment to the place from which the worker came to work for the employer which is the place of recruitment as defined above. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the employment period, or who are terminated for cause. For the purposes of this paragraph, the "period of employment" shall be the period from the first workday the worker is at the Company's work site and is ready, willing, able and eligible to work, until the anticipated ending day of employment, or until the services of the worker are no longer required, whichever comes first.</p>			