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



A. Job Offer Information

1	Job Title *	Farmworkers/l	aborers							
2. \	Vorkers	a. Total	b. H-2	A	Period of Intended Employment					
	Needed *	97	97	3. B	3. Begin Date * 6/1/2022 4. End Date *11/5/2022					
		bb generally requir						week? *	☐ Yes No	
6. <i>A</i>	Anticipate	d days and hours	of work p	er week *					7. Hourly work schedule	e *
	35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday	a. <u>6</u> : <u>00</u>	
	0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday	b. <u>1</u> : <u>30</u> A	
8a.		es - Description of	the speci	fic services	or labor to			formation		
This	job requ	uires Vegetable	Harveste	er/Packer b	y the wo	rker.				
Cro	ps: App	oles, Pears, Che	rries, Plu	ms, Peach	es, Nect	arines, Apricot	s & Gar	den Vegeta	bles.	
		eneral conditions ach job duty:	of empl	oyment, ge	eneral job	specifications	s and inc	dividual requ	uirements that are	
duri wor	ng light r k in the c	ain and in high l	numidity es are w	and in free et with dev	zing or h	igh heat tempe	eratures	. The worke	may be performed r may be required to variable weather	
non wor com	-passeng k related	ger intended equ injuries must be	ıipment ι e immedi	unless instr ately repor	ucted an	d authorized be crew leader,	y the en foreman	nployer or s n, or supervi	purposes or any other upervisor to do so. All sor. Workers r state agency if	
the	assigned		gh the fu						m the assigned work fo 022, in accordance with	
									v jobs in accordance	
\$ <u>_</u>	Wage Of 17 	41 🗵 H		3d. Piece Ra		See Ad			ay Information §	
		leted Addendum and wage offers at	A providir			on on the crops	or agricu	ıltural	☑ Yes ☐ No	
		cy of Pay. *	Weekly		-	☐ Monthly	☑ Ot	ther (specify):	See addendum C	
	11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C									

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U	.S. Department
3. Minimum Job Qualifications/Requirements	
1. Education: minimum U.S. diploma/degree require	ed. *

3. Minimum Job Qualifications/Requirements						
1. Education: minimum U.S. diploma/degree required. * ☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)						
☑ None ☑ High School/GED ☑ Associate's	□ Bachelor's	☐ Master's or Hig	ther U Other degree	∍ (JD, MD, etc.)		
2. Work Experience: number of months required	* 3	3. Training: nu	mber of months requ	uired. * 0		
4. Basic Job Requirements (check all that apply)	*	•				
a. Certification/license requirements			to extreme temperatı	ıres		
b. Driver requirements		_	pushing or pulling			
☐ c. Criminal background check		_	sitting or walking			
☐ d. Drug screen☐ e. Lifting requirement 60 lbs.		 ☑ j. Frequent s ☑ k. Repetitive	stooping or bending o	ver		
5a. Supervision: does this position supervise		5h If "Ves" to	question 5a, enter th	e number		
the work of other employees? *	Yes No	of employe	es worker will super			
 Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below) * See Addendum C 						
C. Place of Employment Information						
1. Address/Location *						
Alvarez Orchard, LLC: 7 Soren Peterson RD			I = 0			
2. City * Omak	3. State * Washingtor	Postal Code * 98841	5. County * Okanogan			
 Additional Place of Employment Information (This employer owns and/or operates all work Additional Worksites in Addendum B 			eiow)			
 Is a completed Addendum B providing additional agricultural businesses who will employ worked attached to this job order? * 				☑ Yes ☐ No		
D. Housing Information						
Housing Address/Location * 2454 Elmway						
2. City *		4. Postal Code *	5. County *			
Okanogan	Washingtor	98840	Okanogan	T		
6. Type of Housing *			7. Total Units *	8. Total Occupancy *		
H2A Housing WA-0875-TWH			10	160		
9. Housing complies or will comply with the following applicable standards: *						
10. Additional Housing Information. (If no additional information, enter "NONE" below) * Additional Housing Addresses in Addendum B						
Alvarez, Elias Sandoval & Five Star						
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *						

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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.) The employer will provide the opportunity for either: (a) three prepared meals a day to each worker, and if meals are provided, each employee may not be charged charge more than \$14.00 per day for meals; or (b) the Employer will furnish cooking facilities with working appliances, hot water, a place to prepare food at no cost to employees occupying employer-provided housing.								
Employees will purchase their own food and prepare their own meals. In the event that it becomes necessary for the employer to provide 3 meals a day to the workers, the employer will charge \$14.00 per day or the current allowable charge as designated by the DOL.								
All breaks and lunches will be subject to local, state, and federal regulations. (See 17. C. of the Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders.)								
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	mee sharge worker	o for odorr modio d	··· <u> </u>					
1. Describe the terms and arrangement for (Please begin response on this form and use Adde The Employer will offer transportation to workers who qualify.	ndum C if additional space is nee	ded.)		at no cost to				
The workers will be picked up at the howeather, field location, job duties, etc. done; time varying depending on the sa	They will be returned to							
 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 								
During the travel described in Item 2, the	e employer will pay for	a. no less than	\$14 . 00	per day *				
or reimburse daily meals by providing ea		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.)

Employers will accept referrals or applications from any source. The employer will provide a copy of this ETA 790 and Addendums to any job seeker looking for work. Any jobseeker wishing to apply for this job opportunity must be fully apprised of the terms and conditions of the ETA 790 and Addendums.

SWA may only refer for employment individuals who have been apprised of the material terms and conditions of employment and have indicated, by accepting referral to the job opportunity, that he/she is qualified, able, willing, and available for employment. Applicants can view the job order on the Washington ESD website at: https://www.WorkSourceWA.com.

Note: This employer will not hire undocumented or fraudulently documented workers.

Candidates may apply in person at 3180 W. Clearwater Ave Ste 1, Kennewick, WA 99336, 8 am to 5 pm, Monday through Friday. For a hiring interview over the phone, the applicant may call the employer at 1-360-701-7661. Employer will conduct an interview and if the candidate appears qualified will communicate a hiring decision.

Employer will verify, within the time stipulated by the law, the validity of documents provided by workers to demonstrate eligibility to legally work in the United States.

Candidates are encouraged to check back with Employer one week prior to the date of need to confirm there have not been any changes to the job opportunity. Candidates referred by the employment office (i.e. WorkSource) should check back with the employment office 9 days and no later than 5 days prior to the date of need to preserve their rights under 20CFR653.501(v) (B).

All qualified eligible U.S. workers are encouraged to a through 50% of the contract period.	apply for these jobs during the positive recruitment period and
2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (360) 701-7661	Smendoza@wafla.org
4. Website address (URL) to Apply *	
www.worksourcewa.com	

H. Additional Material Terms and Conditions of the Job Offer

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

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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.
- 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).
- BHOUSING 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. <u>EMPLOYER-PROVIDED TOOLS AND EQUIPMENT</u>: 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. <u>MEALS</u>: 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 must provide or pay for such expenses.

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

C. Daily Transportation

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

D. Compliance with Transportation Standards

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

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

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

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

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

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

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

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

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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(I).

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 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. <u>DEDUCTIONS FROM WORKER'S PAY</u>: 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. <u>DISCLOSURE OF WORK CONTRACT</u>: 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.

Last (family) name * Mendoza	First (given) name * Samantha	3. Middle initial §
4. Title * Sr. Visa Account Executive		
5. Signature (or digital signature) * Digital Signature Verified and Retained By	ertifying Officer	6. Date signed * 4/11/2022

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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 H-300-22087-016103
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 Full Certification
 Determination Date:
 05/04/2022
 Validity Period:
 to

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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
	Apple - Granny Smith 1.1	\$2826	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple - Granny Smith 1.2	\$ 25 . 92	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple - Granny Smith 1.3	\$ <u>26</u> . <u>47</u>	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple - Granny Smith 1.4	\$ 2448	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple - Granny Smith 1.5	\$ 35 . 61	Piece Rate	\$35.61 Per bin (45 ½ inch x 48 7/8 inch x 30 ½ inch) Per 45 ½ inch x 48 7/8 inch x 30 ½ inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Red Delicious Harvesting	\$ 17 . 41	Hour	
	Apples – Red Delicious Harvesting 1.1	\$ <u>28</u> . <u>26</u>	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Red Delicious Harvesting 1.2	\$ 25 . 92	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Red Delicious Harvesting 1.3	\$ 26 . 47	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Red Delicious Harvesting 1.4	\$ 24 . 48	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. 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
	Apples- Red Delicious Harvesting 1.5	\$35 61	Piece Rate	\$35.61 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Per 45 % inch x 48 7/8 inch x 30 % inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Braeburn, Harvesting	\$ 1741	Hour	
	Apples – Braeburn, Harvesting 1.1	\$ 28 . 26	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples - Braeburn, Harvesting 1.2	\$ 2592	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Braeburn, Harvesting 1.3	\$ <u>26</u> . <u>47</u>	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Braeburn, Harvesting 1.4	\$ 2448	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Braeburn, Harvesting 1.5	\$ 35 . 61	Piece Rate	\$35.61 Per bin (45 ½ inch x 48 7/8 inch x 30 ½ inch) Per 45 ½ inch x 48 7/8 inch x 30 ½ inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Golden Delicious Harvesting	\$ 17 . 41	Hour	
	Apples – Golden Delicious Harvesting 1.1	\$ 28 26	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Golden Delicious Harvesting 1.2	\$ 25 . 92	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. 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
	Apples- Golden Delicious Harvesting 1.3	\$ <u>26</u> <u>47</u>	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Golden Delicious Harvesting 1.4	\$ 24 . 48	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Golden Delicious Harvesting 1.5	\$ 3561	Piece Rate	\$35.61 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Per 45 % inch x 48 7/8 inch x 30 % inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Honey Crisp Harvesting	\$ 1741	Hour	
	Apples – Honey Crisp Harvesting 1.1	\$ 31 . <u>76</u>	Piece Rate	\$31.76 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Honey Crisp Harvesting 1.2	\$ 29 . 12	Piece Rate	\$29.12 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.56 to \$21.84 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Honey Crisp Harvesting 1.3	\$ 29 . 74	Piece Rate	\$29.74 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.75 to \$20.62 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Honey Crisp Harvesting 1.4	\$ 27 . 50	Piece Rate	\$27.50 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Honey Crisp Harvesting 1.5	\$ _40 . 02	Piece Rate	\$40.02 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Per 45 % inch x 48 7/8 inch x 30 % inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$20.01 to \$30.01 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Gala Harvesting	\$ 17 . 41	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
	Apples – Gala Harvesting 1.1	\$2826	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Gala Harvesting 1.2	\$ 25 . 92	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Gala Harvesting 1.3	\$ <u>26</u> . <u>47</u>	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Gala Harvesting 1.4	\$ 24 . 48	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Gala Harvesting 1.5	\$ 35 . 61	Piece Rate	\$35.61 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Per 45 % inch x 48 7/8 inch x 30 % inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Jazz Harvesting	\$ 17 . 41	Hour	
	Apples- Jazz Harvesting 1.1	\$ <u>28</u> . <u>26</u>	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Jazz Harvesting 1.2	\$ 25 . 92	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Jazz Harvesting 1.3	\$ 26 . 47	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Jazz Harvesting 1.4	\$ <u>24</u> . <u>48</u>	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. 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
	Apples- Jazz Harvesting 1.5	\$35 61	Piece Rate	\$35.61 Per bin (45 ¾ inch x 48 7/8 inch x 30 ½ inch) Per 45 ¾ inch x 48 7/8 inch x 30 ½ inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Pink Lady Harvesting	\$ 1741	Hour	
	Apples – Pink Lady Harvesting 1.1	\$ 30.00	Piece Rate	\$30.00 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$15.00 to \$22.50 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Pink Lady Harvesting 1.2	\$ 27 . 51	Piece Rate	\$27.51 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.75 to \$20.63 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Pink Lady Harvesting 1.3	\$ <u>28</u> . <u>09</u>	Piece Rate	\$28.09 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.04 to \$21.06 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Pink Lady Harvesting 1.4	\$ 2774	Piece Rate	\$27.74 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.87 to \$20.80 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Pink Lady Harvesting 1.5	\$ 37 . <u>80</u>	Piece Rate	\$37.80 Per bin (45 ½ inch x 48 7/8 inch x 30 ½ inch) Per 45 ½ inch x 48 7/8 inch x 30 ½ inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$18.90 to \$28.35 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Envy Harvest	\$ 1741	Hour	
	Apples- Envy Harvest 1.1	\$ 28 . 26	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Envy Harvest 1.2	\$ 25 . 92	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. 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
	Apples- Envy Harvest 1.3	\$ <u>26</u> . <u>47</u>	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Envy Harvest 1.4	\$ 24 . 48	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Envy Harvest 1.5	\$ 35 . 61	Piece Rate	\$35.61 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Per 45 % inch x 48 7/8 inch x 30 % inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Cameo Harvest	\$ 1741	Hour	
	Apples- Cameo Harvest 1.1	\$ <u>28</u> . <u>26</u>	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Cameo Harvest 1.2	\$ 2592	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Cameo Harvest 1.3	\$ <u>26</u> . <u>47</u>	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Cameo Harvest 1.4	\$ 24 . 48	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Cameo Harvest 1.5	\$ 3561	Piece Rate	\$35.61 Per bin (45 ½ inch x 48 7/8 inch x 30 ½ inch) Per 45 ½ inch x 48 7/8 inch x 30 ½ inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Piñata Harvest	\$ 17 . 41	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
	Apples- Piñata Harvest 1.1	\$ 2826	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Piñata Harvest 1.2	\$ 25 <u>92</u>	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Piñata Harvest 1.3	\$ <u>26</u> . <u>47</u>	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Piñata Harvest 1.4	\$ 24 . 48	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples- Piñata Harvest 1.5	\$ 35 . 61	Piece Rate	\$35.61 Per bin (45 ½ inch x 48 7/8 inch x 30 ½ inch) Per 45 ½ inch x 48 7/8 inch x 30 ½ inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple- Sugarbee	\$ 1741	Hour	
	Apple- Sugarbee 1.1	\$ <u>28</u> . <u>26</u>	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple- Sugarbee 1.2	\$ 25 . 92	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple- Sugarbee 1.3	\$ 26 . 47	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple- Sugarbee 1.4	\$ 24 . 48	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. 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
	Apple- Sugarbee 1.5	\$ 3561	Piece Rate	\$35.61 Per bin (45 ½ inch x 48 7/8 inch x 30 ½ inch) Per 45 ½ inch x 48 7/8 inch x 30 ½ inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple - Ambrosia	\$ 17 . 41	Hour	
	Apple - Ambrosia 1.1	\$ <u>28</u> . <u>26</u>	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple - Ambrosia 1.2	\$ 25 <u>92</u>	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple - Ambrosia 1.3	\$ <u>26</u> . <u>47</u>	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple - Ambrosia 1.4	\$ 2448	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple - Ambrosia 1.5	\$ 35 . 61	Piece Rate	\$35.61 Per bin (45 ¾ inch x 48 7/8 inch x 30 ½ inch) Per 45 ¾ inch x 48 7/8 inch x 30 ½ inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple, Autumn Glory Harvesting -	\$ <u>17</u> . <u>41</u>	Hour	
	Apple, Autumn Glory Harvesting 1.1	\$ 28 26	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple, Autumn Glory Harvesting 1.2	\$ <u>25</u> . <u>92</u>	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. 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
	Apple, Autumn Glory Harvesting 1.3	\$ 26 . 47	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple, Autumn Glory Harvesting 1.4	\$ 24 . 48	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple, Autumn Glory Harvesting 1.5	\$ 35 . 61	Piece Rate	\$35.61 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Per 45 % inch x 48 7/8 inch x 30 % inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Cosmic Crisp Apple Harvesting	\$ 1741	Hour	
	Cosmic Crisp Apple Harvesting 1.1	\$ <u>28</u> . <u>26</u>	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Cosmic Crisp Apple Harvesting 1.2	\$ 25 . 92	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Cosmic Crisp Apple Harvesting 1.3	\$ 26 . 47	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Cosmic Crisp Apple Harvesting 1.4	\$ 24 . 48	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Cosmic Crisp Apple Harvesting 1.5	\$ 3561_	Piece Rate	\$35.61 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Per 45 % inch x 48 7/8 inch x 30 % inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple- Jonagold	\$ 17 . 41	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
	Apple- Jonagold 1.1	\$ 2826	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple- Jonagold 1.2	\$ 25 . 92	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple- Jonagold 1.3	\$ 26 . 47	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple- Jonagold 1.4	\$ 24 . 48	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple- Jonagold 1.5	\$ 35 . 61	Piece Rate	\$35.61 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Per 45 % inch x 48 7/8 inch x 30 % inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Cripps Pink Apple Harvesting	\$ 1741	Hour	
	Cripps Pink Apple Harvesting 1.1	\$ 30.00	Piece Rate	\$30.00 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$15.00 to \$22.50 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Cripps Pink Apple Harvesting 1.2	\$ 27 . 51	Piece Rate	\$27.51 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.75 to \$20.63 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Cripps Pink Apple Harvesting 1.3	\$ 28 . 09	Piece Rate	\$28.09 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.04 to \$21.06 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Cripps Pink Apple Harvesting 1.4	\$ 27 . 74	Piece Rate	\$27.74 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.87 to \$20.80 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. 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
	Cripps Pink Apple Harvesting 1.5	\$ 37 . 80	Piece Rate	\$37.80 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Per 45 % inch x 48 7/8 inch x 30 % inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$18.90 to \$28.35 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Tree Pruning- 3-5 Years old	\$ 0125	Piece Rate	\$1.25 a tree for trees aged 3.5 years.
	Tree Pruning 6-9 Years old	\$ 02 . 00	Piece Rate	\$2.00 per tree for trees aged 6-9 years old.
	Tree Pruning 10-15 Years Old	\$ 02.50	Piece Rate	\$2.50 for trees aged 10-15 years old.
	Tree Pruning- 16+ Years Old	\$ 03 . <u>00</u>	Piece Rate	\$3.00 per tree for trees aged 16+ years old.
	Tree Pruning- 1-2 Years old	\$ 00.55	Piece Rate	\$0.55 a tree for trees aged 1-2 years old.
	Red Cherry Harvest	\$ <u>00</u> . <u>21</u>	Piece Rate	All \$0.21 Pound Red Cherry Harvest \$6.30 Per 30 lb Lug Estimated hourly wage rate equivalent for this piece rate may range from \$10.50 to \$21.00 per hr. based on a worker picking from 50 lbs to 100lbs per hour depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour. Per pound.
	Yellow Cherry Harvest	\$ 00.30	Piece Rate	Yellow Cherry Harvest – All Cultivations \$6.00 per 20 lb. Lug Estimated hourly wage rate equivalent for this piece rate may range from \$15.00 to \$30.00 per hr. based on a worker picking from 50 lbs to 100lbs per hour depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour. Per pound.
	Nectarines- All Cultivations	\$ 1741	Hour	
	Peaches- All Cultivations	\$ 17 . 41	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
	Apricots- All Cultivations		Hour	
		\$ 41		
	Pear- Harvesting All		Hour	
		\$ 1741		
	Pear- Harvesting All 1.1		Piece Rate	\$25.04 Per Bin (47-inch X 47-inch X 24 ½ inch)
		\$ <u>25</u> . <u>04</u>	Nate	Per 47x47x24.5 bin. The estimated hourly wage rate equivalent for this piece-rate may range from \$18.03 to \$25.04 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Pear- Harvesting All 1.2		Piece Rate	\$23.45 Per Bin (44 inch X 48 inch X 24 Inch)
		\$ 23 . 45	raic	Per 44 inch X 48 inch X 24 Inch bin. Estimated hourly wage rate equivalent for this piece rate may range from \$16.88 to \$23.45 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour
	Pear- Harvesting All 1.3		Piece Rate	\$31.55 Per bin (45 ¾ inch x 48 7/8 inch x 30 ½ inch)
		\$ 31 . 55	raic	Per 45 ¾ inch x 48 7/8 inch x 30 ½ inch bin. Estimated hourly wage rate equivalent for this piece rate may range from \$22.76 to \$31.55 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour
	Pear Harvesting- D'Anjou		Hour	
		\$ 17 . 41		
	Pear Harvesting- D'Anjou		Piece Rate	\$25.04 Per Bin (47-inch X 47-inch X 24 ½ inch)
	1.1	\$ <u>25</u> . <u>04</u>	raic	Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from \$18.03 to \$25.04 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Pear Harvesting- D'Anjou		Piece Rate	\$23.45 Per Bin (44 inch X 48 inch X 24 Inch)
	1.2	\$ 23 45	Nate	Per 44 inch X 48 inch X 24 Inch bin. Estimated hourly wage rate equivalent for this piece rate may range from \$16.88 to \$23.45 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Bosc Pear Harvesting		Hour	
		\$1741		
	Bosc Pear Harvesting 1.1		Piece Rate	\$25.04 Per Bin (47-inch X 47-inch X 24 ½ inch)
		\$ 25 . 04	Nate	Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from \$18.02 to \$25.04 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. 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
	Pear Harvesting- D'Anjou 1.3	\$ 3155	Piece Rate	\$31.55 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Per 45 % inch x 48 7/8 inch x 30 % inch bin. The estimated hourly wage rate equivalent for this piece rate may range from \$22.71 to \$31.55 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Bosc Pear Harvesting 1.2	\$ 23 . 45	Piece Rate	\$23.45 Per Bin (44 inch X 48 inch X 24 Inch) Per 44 inch X 48 inch X 24 Inch bin. Estimated hourly wage rate equivalent for this piece rate may range from \$16.88 to \$23.45 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Bosc Pear Harvesting 1.3	\$ 31 . 55	Piece Rate	\$31.55 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Per 45 % inch x 48 7/8 inch x 30 % inch bin. Estimated hourly wage rate equivalent for this piece rate may range from \$22.71 to \$31.55 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Concorde and Starkrimson Pear Harvesting	\$ 1741	Hour	
	Concorde and Starkrimson Pear Harvesting 1.1	\$ <u>25</u> . <u>04</u>	Piece Rate	\$25.04 Per Bin (47-inch X 47-inch X 24 ½ inch) Concorde and Starkrimson Pear Harvesting Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from \$18.28 to \$25.40 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Concorde and Starkrimson Pear Harvesting 1.2	\$ 23 . 45	Piece Rate	\$23.45 Per Bin (44 inch X 48 inch X 24 Inch) Concorde and Starkrimson Pear Harvesting Per 44x48x24 bin. Estimated hourly wage rate equivalent for this piece rate may range from \$16.88 to \$23.45 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Concorde and Starkrimson Pear Harvesting 1.3	\$ 31 . <u>55</u>	Piece Rate	\$ 31.55 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Concorde and Starkrimson Pear Harvesting — All Cultivations Per 45 % inch x 48 7/8 inch x 30 % inch bin. Estimated hourly wage rate equivalent for this piece rate may range from \$22.71 to \$31.55 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Pear Harvesting-Bartlett	\$ 1741	Hour	
	Pear Harvesting- Bartlett 1.1	\$ 25 . 04	Piece Rate	\$25.04 Per Bin (47-inch X 47-inch X 24 ½ inch) Concorde and Starkrimson Pear Harvesting Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from \$18.28 to \$25.40 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Pear Harvesting- Bartlett 1.2	\$ 23 . 45	Piece Rate	\$23.45 Per Bin (44 inch X 48 inch X 24 Inch) Concorde and Starkrimson Pear Harvesting Per 44x48x24 bin. Estimated hourly wage rate equivalent for this piece rate may range from \$16.88 to \$23.45 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. 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
	Pear Harvesting- Bartlett 1.3	\$ 3155	Piece Rate	\$31.55 Per bin (45 % inch x 48 7/8 inch x 30 % inch) Concorde and Starkrimson Pear Harvesting – All Cultivations Per 45 % inch x 48 7/8 inch x 30 % inch bin. Estimated hourly wage rate equivalent for this piece rate may range from \$22.71 to \$31.55 per hr.) based on a worker filling .72 to 1 bin per hr. on average, depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Fuji Harvesting	\$ 17 . 41	Hour	
	Apples – Fuji Harvesting 1.1	\$ 28 . 26	Piece Rate	\$28.26 Per Bin (47 inch X 47 inch X 24 ½ inch) Per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$14.13 to \$21.20 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Fuji Harvesting 1.2	\$ 25 . 92	Piece Rate	\$25.92 Per bin (44-inch X 47-inch X 24 inch) Per 44-inch X 47-inch X 24 inch bin. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.96 to \$19.44 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Fuji Harvesting 1.3	\$ <u>26</u> . <u>47</u>	Piece Rate	\$26.47 Per bin (44- inch x 48 -inch x 24 -inch) Per 44- inch x 48 -inch x 24 -inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$13.23 to \$19.85 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Fuji Harvesting 1.4	\$ 2448	Piece Rate	\$24.48 Per bin (42-inch X 46.5-inch X 24 inch) Per 42-inch X 46.5-inch X 24 inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$12.24 to \$18.36 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apples – Fuji Harvesting 1.4	\$ 35 . 61	Piece Rate	\$35.61 Per bin (45 ½ inch x 48 7/8 inch x 30 ½ inch) Per 45 ½ inch x 48 7/8 inch x 30 ½ inch. Estimated hourly wage rate equivalent for this piece rate may range from - \$17.80 to \$26.70 per hr.) based on a worker filling (our average50 to .75 per bin on average), depending on various factors including weather, crop density, type of picking procedure, and others. Guaranteed \$17.41 per hour.
	Apple - Granny Smith	\$ <u>17</u> . <u>41</u>	Hour	
		\$		
		\$		

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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 §
FIVE STAR ORCHARD	2021 WA-7 Oroville, Washington 98844 OKANOGAN	8 Spring Hill Rd Oroville, Washington 98844; Demerchant Rd, Oroville, WA 98844;191 Golden Rd. Oroville, WA; 26 Easte lake Rd, Oroville, WA; 28 Easte lake Rd, Oroville, WA; 103 Golden Rd, Oroville, WA 98844; Sprouse Rd Lot #0552 Oroville, WA 98844; West Lake Rd. Guzman, Oroville, WA 98844; Hwy 7 Nelson Place Oroville, WA 98844.	6/1/2022	11/5/2022	97
RIDGE VIEW INC	40 Catlin Place Tonasket, Washington 98855 OKANOGAN	878 Hwy. 7, Tonasket, WA 98855; 859G Hwy. 7, Tonasket, WA 98855.	6/1/2022	11/5/2022	97
WHITESTONE MOUNTAIN ORCHARD	213 Loomis HWY Tonasket, Washington 98855 OKANOGAN		6/1/2022	11/5/2022	97
SCHMITTEN ORCHARDS INC	6530 Turkey Shoot Road Cashmere, Washington 98815 CHELAN	5304 Old Monitor Road. Cashmere, WA 98815; 1533 Lincoln AVE. Bridgeport, WA 98813; 5211 Hinman Drive Cashmere, WA 98815; 6355 Pioneer Drive Cashmere, WA 98815; 3578 Red Apple Rd., Cashmere, WA 98815; 7575 Peshastin Creek Road. Peshastin 98847; 1533 Lincoln AVE. Bridgeport, WA 98813	6/1/2022	11/5/2022	97
ELIAS SANDOVAL	31C Panorama Point Omak , Washington 98815 OKANOGAN	5 Weatherstone Road, Omak 98841 ;9 Katie Bug LN, Omak, WA 98841; 7 Glover Ln, Okanogan, WA 98840; 13 Mundiger LN, Omak, WA 98841	6/1/2022	11/5/2022	97
SMITHSON RANCH, INC	6530 Turkey Shoot Road Cashmere, Washington 98815 CHELAN	5304 Old Monitor Road. Cashmere, WA 98815; 1533 Lincoln AVE. Bridgeport, WA 98813; 5211 Hinman Drive Cashmere, WA 98815; 6355 Pioneer Drive Cashmere, WA 98815; 3578 Red Apple Rd., Cashmere, WA 98815; 7575 Peshastin Creek Road. Peshastin 98847; 1533 Lincoln AVE. Bridgeport, WA 98813	6/1/2022	11/5/2022	97
WHISKY RIDGE ORCHARDS LLC	6530 Turkey Shoot Road Cashmere, Washington 98815 CHELAN	5304 Old Monitor Road. Cashmere, WA 98815; 1533 Lincoln AVE. Bridgeport, WA 98813; 5211 Hinman Drive Cashmere, WA 98815; 6355 Pioneer Drive Cashmere, WA 98815; 3578 Red Apple Rd., Cashmere, WA 98815; 7575 Peshastin Creek Road. Peshastin 98847; 1533 Lincoln AVE. Bridgeport, WA 98813	6/1/2022	11/5/2022	97
JOSE GUZMAN	8 Spring Hill Rd Oroville , Washington 98844 OKANOGAN	Demerchant Rd, Oroville, WA 98844; 2021 WA-7 Oroville, Washington 98844; 191 Golden Rd. Oroville, WA; 26 Easte lake Rd, Oroville, WA; 28 Easte lake Rd, Oroville, WA; 103 Golden Rd, Oroville, WA 98844; Sprouse Rd Lot #0552 Oroville, WA 98844; West Lake Rd. Guzman, Oroville, WA 98844; Hwy 7 Nelson Place Oroville, WA 98844.	6/1/2022	11/5/2022	97
MOSER ORCHARD LLC	32766- 32776 US 97 Oroville, Washington 98844 OKANOGAN	369 Blue Lake Rd Oroville Wa. 98844	6/1/2022	11/5/2022	97
MOSER RANCH LLC	58 Boundary Pt RD Oroville, Washington 98844 OKANOGAN	13-63 Ward Rd Oroville, WA 98844; 3589-3607 Loomis-Oroville Rd Oroville, WA 98844 101 East Lake Rd Oroville, WA 98844	6/1/2022	11/5/2022	97

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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 §
CGM FARMS LLC	54 Crimson Rd Oroville, Washington 98844 OKANOGAN		6/1/2022	11/5/2022	97
TRIPLE M FARMS	33407 US 97 Oroville, Washington 98844 OKANOGAN		6/1/2022	11/5/2022	97
S&D ORCHARDS	1159 HWY 7 Tonasket, Washington 98855 OKANOGAN	10 Emry Rd Oroville, WA 98844 169 O'neil Rd Oroville, WA 98844 29 Eder Rd Oroville, WA 98844	6/1/2022	11/5/2022	97
GUTIERREZ ORCHARDS	11597 HWY 7 Tonasket, Washington 98855 OKANOGAN	54 Hart Rd Oroville, WA 98844 29 Thorndike Rd Oroville, WA 98844 31628 Duffy Rd, Tonasket WA 98855	6/1/2022	11/5/2022	97
PROVIDENCIA ORCHARDS	1514 Cherry St Oroville, Washington 98844 OKANOGAN	31 Sawtells rd Oroville, WA 98844 20 Demerchant rd Oroville, WA 98844 4 Hart Rd Oroville, WA 98844 3 Vineyard Line Oroville, WA 98844	6/1/2022	11/5/2022	97
AZZANO FARMS INC	132A Robinson Canyon Rd Omak , Washington 98841 OKANOGAN	12–33 Gumdrop Lane,Parks Road, Okanogan WA 98840; Omak WA 98841; 18–24 Woods Hill Road, Okanogan WA 98840;180 Duck Lake Rd., Omak WA 98841;100-144 Robison Canyon Rd Omak WA 98841; 28-48 Epley Weatherstone Rd Omak WA 98841;40 Copple Rd Omak WA 98841; 150 Nichols Rd Omak WA 98841; 1100 Ross Canyon Rd Omak WA 98841;157 Ross Canyon Road, Omak, WA 98841; Blocks 27, 31, 52, 80 Glover Rd Okanogan WA 98840; 128 Miller Rd Omak WA 98841; 41 Root Lane Okanogan WA 98840.	6/1/2022	11/5/2022	97
J & B ORCHARDS INC	11 Home Place Lane Omak, Washington 98841 OKANOGAN		6/1/2022	11/5/2022	97
DAN MCCARTHY ORCHARD	50 Sylvester Rd. Tonasket, Washington 98855 OKANOGAN		6/1/2022	11/5/2022	97
DANNY TIBBS ORCHARDS	1 Thorndike Loop RD Oroville, Washington 98844 OKANOGAN	32832 HWY 97 Oroville, WA 98844; 32266 B HWY 97 Oroville, WA 98844; 32172 F HWY 97 Oroville, WA 98844; 1065 HWY 7 Tonasket, WA 98855; 15 Nicholson RD Tonasket WA 98855.	6/1/2022	11/5/2022	97
JERRY HENDRICK	62 O'Neil Rd. Oroville, Washington 98844 OKANOGAN	102 O'Neil Rd. Oroville, WA	6/1/2022	11/5/2022	97

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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 §
Alvarez Orchard, LLC:	7 Soren Peterson RD Omak, Washington 98841 OKANOGAN		6/1/2022	11/5/2022	97

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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 *
Stick	3 Crimson Rd Oroville, Washington 98844 OKANOGAN	CGM Farms LLC, Moser Orchards LLC, Moser Ranch LLC & Triple M Farms	1	4	☑ Local ☑ State ☑ Federal
Stick	32832 HWY 97 Oroville, Washington 98844 OKANOGAN	Danny Tibbs Orchards- WA-0603-TWH	8	21	☑ Local ☑ State ☑ Federal
Stick	41 Root Lane Okanogan , Washington 98840 OKANOGAN	Azzano Farms Inc	1	12	☑ Local ☑ State ☑ Federal
Stick	128 Miller Rd Omak, Washington 98841 OKANOGAN	Azzano Farms, Inc	1	11	☑ Local ☑ State ☑ Federal
Cabin	103 GOLDEN RD Oroville, Washington 98844 OKANOGAN	Five Stars & Jose Guzman WA-0590-TWH	2	7	☑ Local ☑ State ☑ Federal
Stick	10 Emry Rd Oroville, Washington 98855 OKANOGAN	S&D Orchards & Gutierrez Orchards	1	7	☑ Local ☑ State ☑ Federal
Stick	15 Woods Rd Omak, Washington 98841 OKANOGAN	Azzano Farms, Inc WA-0803-TWH	4	8	☑ Local ☑ State ☑ Federal
Double-wide Modular	68 Weatherstone Road Omak, Washington 98841 OKANOGAN	J&B Orchards Inc	1	9	☑ Local ☑ State ☑ Federal
Rambler Style	175 Zion Lane Cashmere, Washington 98815 CHELAN	Whisky Ridge, Schmitten & Smithson WA-0817-TWH	1	16	☑ Local ☑ State ☑ Federal
Stick	1514 Cherry St Oroville, Washington 98844 OKANOGAN	Providencia Orchards	1	3	☑ Local ☑ State ☑ 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 *
Stick	213 Loomis HWY Tonasket, Washington 98855 OKANOGAN	Whitestone & Jerry Hendrick WA-0597-TWH	5	21	☑ Local ☑ State ☑ Federal
H-2A Housing	212 Loomis-Oroville Rd Tonasket, Washington 98855 OKANOGAN	Ridgeview Inc & Dan McCarthy:	1	9	☑ Local ☑ State ☑ Federal
H-2A Housing	Oroville Harvest 1609 Orchard Street Oroville, Washington 98844 OKANOGAN	CGM Farms LLC, Moser Orchards LLC, Moser Ranch LLC & Triple M Farms WA-0467-TWH	1	2	☑ Local ☑ State ☑ Federal
					□ Local □ State □ 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.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
deductions express overpayment of wadistance telephone accordance with appemployer will withh	make the sly authors ages to the charge oplicable old from	e following deductions from the worker's wag orized or required by state or federal law, cas the worker, payment for articles which the Wo es, recovery of any loss to the employer due to e state law and company policy, and any othe	Jes: FICA taxes, Federal Income tax if required, other sh advances and repayment of loans, repayment of brker has voluntarily purchased from the Employer, longto the worker's damage (beyond normal wear and tear) in er deductions expressly authorized by the worker in writing. The not for the portion of employee premium required under WA

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
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3. Details of Material Term or Condition (*up to 3,500 characters*) * This Application is for: Apples, Pears, Cherries, Plums, Peaches, Nectarines, Apricots & Garden Vegetables.

3 months required in Tree fruit experience.

SEE ADDENDUM C

- 4e) Must be able to lift and/or load 60lbs.
- 4g) Work may take place when temperatures are below freezing and above 100 degrees Fahrenheit.
- 4h) May require extensive pulling and/or pushing of tools, wheelbarrows, fruit containers, etc.
- 4i) May require worker to sit and/or walk for extensive periods of time while sorting, picking, examining, weeding, transporting, pruning, etc.
- 4i) Workers will be required to stoop and/or bend over while performing farm labor such as weeding, irrigating, pruning, picking, removing debris. etc.
- 4k) There will be repetitive movements while performing most of the farm labor duties, for example picking, sorting, pruning, shoveling, weeding, etc.

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

Section/Item Number * F.2	F.2 Transportation and Daily Substinence
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3. Details of Material Term or Condition (up to 3,500 characters) * Inbound:

For the Workers who complete 50 percent of the work contract, the Employer will either provide transportation and subsistence during transportation, or reimburse the reasonable cost incurred by the Worker for transportation and subsistence during transportation from the place from which the Worker departed to the employer's place of employment. In order to comply with the FLSA, the Employer will advance this payment prior to the first paycheck. Workers who do not complete 50% of the contract will have the advance deducted from their final paycheck. Transportation may be arranged by the employer and could include any of the following, depending on cost efficiency: Bus. Plane, Train: or a combination of the travel means.

The Employer will reimburse subsistence during transportation as soon as practical after the Workers arrive. The rate of reimbursement for subsistence during transportation is \$14.00per day if no receipts are offered, up to a maximum of \$59.00 per day if the Worker presents receipts as specified in 20 CFR 655.122 (h)(1) and 20 CFR 655.173(a). Employer will provide or pay for reasonable lodging accommodations when applicable. The amount of the daily subsistence payment will be at least as much as the employer would charge the worker for providing three meals a day during employment (if applicable), but in no event less than the amount permitted under sec. 655.173(a)," which is \$14.00 per day according to Federal Register Volume 87, Number 36 published on Wednesday, February 23, 2022.

Outbound:

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, pursuant to 20 CFR 655.122(h)(2).

d. Job Offer Information 4

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1. Section/Item Number * B.6 2. Name of Section or Category of Material Term or Condition * Job Requirements - D.10 Additional Housing Information
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3. Details of Material Term or Condition (up to 3,500 characters) *
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 Worker may decline an offer of housing.

Mail and Telephone: The Workers may receive mail at 3180 W. Clearwater Ave Ste 1. Kennewick, WA 99336 The Workers may be contacted in the event of an emergency by telephone 509-379-0984. Collect telephone calls

The Employer will offer housing at no cost for the Workers if applicable, and to those in corresponding employment who are not reasonably able to return to their residence within the same day in accordance with 20 CFR 655.122(d). The Worker may decline an offer of housing. Separate sleeping rooms will be designated for male and female workers. Kitchen and other common facilities will be shared.

Housing Rules: The Employer will distribute and post a camp management plan/housing rules. The Workers who do not comply with housing rules will face progressive discipline, up to and including termination and removal from the housing.

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 worker agrees to have deductions made from their last pay check for damages to housing consistent with federal and state law.

Due to compliance with GlobalGAP and food safety, visitors to the housing facility must check in with the camp manager or main office. Access to housing by authorized government personnel, job service outreach workers, and invited quests 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. Overnight quests are not permitted.

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

- 3. Details of Material Term or Condition (*up to 3,500 characters*) * General Job Specifications:
- 1. Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established orchard safety guidelines, practices and procedures.
- 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.
- 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.
- 4. Workers will be required to attend an orientation on workplace rules, policies and safety information.
- 5. 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.
- 6. Workers who are eligible for Employer provided housing will have employer arranged transportation from the housing to the worksite.

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 45-2092.

f. Job Offer Information 6

Section/Item Number * B.6 Name of Section or Category of Material Term or Condition	* Job Requirements - H.1 Other Conditions of Employment Cont.
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3. Details of Material Term or Condition (up to 3,500 characters) *
7. 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.

- 8. The Employer will provide sick leave to employees. The employees will accrue paid sick leave at a minimum rate of 1 hour for every 40 hours worked. Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment, and sick leave will be paid at the employee's normal hourly rate. Unused paid sick leave of 40 hours or less will be carried over to the following year for those workers returning to employment with the employer.
- 9. Employers will grant reasonable access to outreach workers pursuant to 20 CFR 653.107 and 653.501(3)(vii).
- 10. The worker may be considered an employee under the laws of the state of Washington and is subject to state worker health and safety laws.
- 11. You may be subject to both state and federal laws governing overtime and work hours, including the minimum wage act under chapter 49.46 RCW.
- 12. Workers are not charged any fees other than the applicable Visa Fees paid to the U.S. Department of state for a visa interview, which will be reimbursed should the worker receive a visa and arrive at the place of work.
- 13. 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

You may contact the services or hotline listed below if you think that you may be a victim of trafficking:

Emergencies: 911

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- Washington Anti-Trafficking Response Network (WARN): 206-245-0782
- Office of Crime Victims Advocacy Web site or Hotline: 1-800-822-1067 or on the Web at www.commerce.wa.gov/site/247/default.aspx Department of Labor & Industries' Crime Victim Compensation Service Center: 1-800-762-3716 or on the Web at www.crimevictims.Lni.wa.gov
- For information on workplace rights, worker safety and health or workers' compensation, contact Department of Labor & Industries at 1-800-547-8367 or on the Web at www.Lni.wa.gov
- See other relevant telephone numbers on the workplace posters at your workplace or at www.Lni.wa.gov/IPUB/101-054-000.pdf.
- The employers policies require employees to mediate/arbitrate disputes, following federal and state law as recently enunciated in the U.S. Supreme Court decision Epic Systems Corp. v. Lewis (2018). This does not preclude workers from filing complaints with appropriate state and federal agencies.

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

- 3. Details of Material Term or Condition (up to 3,500 characters) *
- 1. This document is translated into Spanish, if there are any differences the approved English version controls.
- 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 8.a; 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 will only 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 postemployment drug testing at the expense of the employer.

- 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.
- 4. 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.
- 5. Drug Free Workplace: All work sites covered by this clearance order and all facilities of the employer are drug free work places. Employees must not report for work, enter employers' property, or perform service while under the influence of or having used illegal controlled substances including but not limited to Marijuana. Employees must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or
- 6. 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

h. Job Offer Information 8

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Section/Item Number * B.6 Name of Section or Category of Material Term or Condition	Job Requirements - Piece Rates/Special Pay Information
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3. Details of Material Term or Condition (up to 3,500 characters) *
Basis of Pay: For certain crops and certain activities contained in this application, it is the prevailing practice to compensate workers on a piece rate basis. At other times, it may not be practical to use a piece rate compensation system, and in these cases, the employer will use the required hourly rate. Whenever a piece rate is used as the basis for compensation, it shall be equal to or greater than the Adverse Effect Wage Rate (AEWR) (\$17.41 per hour) at the end of each payroll period.

The Department of Labor posts the results of wage and prevailing practice surveys on the Agricultural Online Wage Library (AOWL). Any piece rates paid by the employer during the contract period will be in accordance with the AOWL when applicable, unless the AOWL rates are invalidated by changes in regulation, law, or court action. During this contract, if the AOWL indicates a change in rates, the employer will change the wage rate, either up or down, effective on the date the employer is notified of the change by DOL.

The worker is always guaranteed the highest of 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. If the worker is paid by the hour, the employer will pay the worker at least the 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, for every hour or portion thereof worked during a pay period.

These rates are subject to change and may increase or decrease during the contract period. In the case the AEWR is lowered during the contract period, the employer may choose to pay the new AEWR upon notice from the DOL or as otherwise specified by law.

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Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - B.6 Unemployment Insurance	
insurance benefits	are gen . Wheth	erally covered by unemployment insurance. F	Foreign workers are generally not eligible for unemployment bloyment for benefit eligibility purposes will be determined by I.	
j. Job Offer Information 10				
Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - A.11 Pay Deductions- Frequency of Pay	
3. Details of Material Term or Condition (up to 3,500 characters) * Frequency of Pay: *Weekly: Whitestone Mountain Orchards and Jerry Hendrick. *Bi-Weekly: Danny Tibbs Orchards, Dan McCarthy, Ridgeview Inc, Schmitten Orchards Inc, Smithson Ranch Inc, Whiskyridge Orchards LLC, Jose Guzman, Moser Orchards LLC, Moser Ranch LLC, CGM Farms LLC, Triple M Farms LLC, Gutierrez Orchards, S&D Orchards Providencia Orchards, Five Star Orchard, Alvarez Orchards. *Semi-Monthly, on the 1 and 16 of each month: Azzano Farms, Inc, J&B Orchards Inc, Elias Sandoval.				
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H. Additional Material Terms and Conditions of the Job Offer

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Section/Item Number *	A.8a	Name of Section or Category of Material Term or Condition *	Job Duties - A.8a Job Duties- Row Crops
3. Details of Material Term Row Crops:	or Condition	n (up to 3,500 characters) *	
	-	eeding, planting, hand harvesting, packaging, als to meet production standards and proced	hand weeding, hoeing, washing, cooling, and growing of row
crop vegetables at	iu ailiiu	ais to meet production standards and procedi	uies.

I. Job Offer Information 12

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1. Section/Item Number * A.8a 2.	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties- Apple, Pear and Cherry Harvest

3. Details of Material Term or Condition (up to 3,500 characters) * PEAR/APPLES/APRICOTS/PEACHES/NECTARINES Harvest:: Worker will hand harvest apples; this can be performed from a platform and/or from the ground or a ladder. Worker will attach harness, bucket or bag and picks low hanging fruit while standing on the ground and higher branches while standing on a ladder or platform. 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 into wooden bins, 47-inch X 47-inch X 24 ½ inch or plastic bins, 47-inch X 47-inch X 24 ½ inch 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 plastic/wooden bins and sort out any fruit not meeting the grade, color and size specifications. Workers must possess ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds.

CHERRY Harvest: The Worker will hand harvest cherries, this can be performed from a 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 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. The worker must possess the ability to pick-up, handle a 10 ft. or 12 ft. orchard ladder weighing up to 40 pounds.

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

 Section/Item Number * A.8a 2. Name of Section or Category of Material Term or Condition * Job Duties - Job Duties - Thinning, Training and Pruning

3. Details of Material Term or Condition (up to 3,500 characters) * THINNING: Thinning is a manual process used to control the size and quality of grown fruit. The worker must possess the ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Furthermore, the worker

to use scissor like clippers. This process requires the worker to remove, in some cases 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 with other quality problems as directed by supervisors. Thinning may be performed from a motorized platform and/or from the ground or a ladder. TRAINING: Training is a process in which the fruit tree and grape vines are manipulated to increase yield and/or quality. The worker must possess ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Training may be performed from a motorized platform and/or from the ground or ladder. Some example training tasks are but not limited to:

- Tying, taping or clipping apple, cherries or grape vines limbs to wires.
- Tying up or down apple, cherry or grape vines.
- Training and limb positioning of vineyards, apple and cherry trees.
- Shoot thinning, sucker removal, cluster thinning, shoot positioning, hedging, or leaf removal of grape vines, apples, and cherry trees.
- Propping and supporting apple trees, cherry trees and grape vines.
- Moving wires in grapes for light exposure.

PRUNING: Pruning numerous varieties of grape vineyards, apple and cherry trees, 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 but not limited to hand shears, hand loppers, hand saws. Furthermore, the worker must possess ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Pruning may be done from the ground or 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 supervisor.

n. Job Offer Information 14

- 1. Section/Item Number 2. Name of Section or Category of Material Term or Condition * A.8a Job Duties - Other Job Specifications Include 1.2 A.8a
- 3. Details of Material Term or Condition (up to 3,500 characters) * Workers can also:
- Deer fence installation and repair to include post hole digging, wire hanging, and gate install.
- Tree scoring and girdling, with either handheld loppers, hand saw or knives.
- Tree Root Pruning by hand with shovel, saw or hatchet.
- Irrigation and cooling system installation and repair. Includes digging ditches, gluing pipes ect.
- Tractor Driving mowing, harvest driving, loading bins onto truck, and misc. driving.
- Clearing brush from around the orchard as a means of fire protection.
- · Putting out/Taking down reflective material
- Spray chemicals and fertilizers
- Raking Brush
- Operate vehicles to transport crops, equipment and farmworkers

Other Job Specifications Include:

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- . Worker will care for young non-producing fruit trees including weeding, hoeing, trunk painting, and hand fertilizing and growth selection by hand and clipping.
- Hand thinning of apple, pear and cherry trees to ensure proper fruit load on tree.
- · Pruning of cherry, pear and apple trees.
- Training of apple, pear and cherry trees to trellis, including clipping and tying limbs and shoots to wire.
- Training and limb positioning of cherry, apple and pear trees.
- Operate self-propelled platforms in the orchard used to thin, prune and harvest
- Operate platform and be part of the team-picking apple, pears or cherries, pruning, or thinning.

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

Section/Item Number * B.6	* Job Requirements - D.10 Additional Housing Information
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3. Details of Material Term or Condition (up to 3,500 characters) *

Housing has been (or will be) inspected by the appropriate agency and comply with applicable local, state and federal housing standards. The Workers residing in the Employer provided housing are responsible for maintaining

housing in a neat and clean manner. The Workers must not take any action to cause the housing or the Employer to be out of compliance with any federal, state or local regulation. The Employer retains the right to inspect the housing at any time and any property therein.

Mail and Telephone: The Workers may receive mail at 3180 W. Clearwater Ave Suit I. Kenneiwck, WA 99336. The Workers may be contacted in the event of an emergency by telephone 509-379-0984 with Samantha Mendoza. Collect telephone calls will not be accepted.

The Employer will offer housing at no cost for the Workers if applicable, and to those in corresponding employment who are not reasonably able to return to their residence within the same day in accordance with 20 CFR 655.122(d). The Worker may decline an offer of housing. Separate sleeping rooms will be designated for male and female workers. Kitchen and other common facilities will be

Housing Rules: The Employer will distribute and post a camp management plan/housing rules. The Workers who do not comply with housing rules will face progressive discipline, up to and including termination and removal from the housing.

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 worker agrees to have deductions made from their last paycheck for damages to housing consistent with federal and state law.

Due to compliance with GlobalGAP and food safety, visitors to the housing facility must check in with the camp manager or main office. Access to housing by authorized government personnel, job service outreach workers, and invited quests 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. Overnight quests are not permitted.

p. Job Offer Information 16

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1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	A.8a Job Duties - Other Job Specifications Include 1.3
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3. Details of Material Term or Condition (up to 3,500 characters) *
GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 15 degrees to 100 degrees F. Worker may be required to work in orchard when trees are wet with dew/rain and should have suitable clothing for variable weather conditions. Other Abilities and Skills Required:

- 1. Workers will be required to work on their feet regularly standing and walking.
- 2. Must be able to bend, stoop, kneel, crouch or crawl (under trellis wires and trees limbs) for up to 6 hours per day.
- 3. Employees are frequently required to use hands to finger, handle or feel; reach with hands and arms; and climb or balance.
- 4. Worker must display the ability to properly move, place and work from orchard ladders up to 12-feet in height, making the necessary adjustments for various procedures while carrying up to 60 pounds.
- 5. Worker must be able to lift up to 60 pounds frequently.
- 6. Employees must be able to see all colors accurately in order to perform color-specific select picking.
- 7. Employees must have the ability to recognize safety signs and other essential postings.
- 8. Ability to communicate effectively and courteously to supervisors and workers in English or Spanish at a sufficient level to understand and/or communicate job instructions, training and for safety purposes.
- 9. Must have the ability to train trees to trellis without constant management supervisor.
- 10. Must be able to pick and transfer fruit to bins and containers without damaging fruit.
- 11. Must be able to wear all required and assigned personal protective equipment at all times when required to do so.

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 17

Section/Item Number *	A.8a	Name of Section or Category of Material Term or Condition *	A.8a Job Duties - Other Job Specifications Include
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- 3. Details of Material Term or Condition (up to 3,500 characters) * Other Job Specifications Include:
- The Worker will care for young non-producing fruit trees including but not limited to weeding, hoeing, trunk painting, hand fertilizing and growth selection by hand and clipping.
- Training of apple, cherry, apricot and pear trees to trellis, including clipping and tying limbs and shoots to wire.
- Training and limb positioning of apple, cherry, apricot and pear trees.
- Care for trees during growing-recognize tree disease such as of blighted branches in apples and gummosis in cherries.
- Support duties for apple, pear, apricot and cherry harvest to include bin checking, defect fruit sorting, loading lugs onto trailers, cooling fruit and swamping bins in and out of rows.
- Harvest preparation including spreading liners in bins, rolling bins into blocks by hand.
- Load and unload empty bins by hand and place in orchard.
- Observation of bruised, damaged or cull fruit by the supervisor will result in a bad bin mark and after three bad bin marks, the workers 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.
- Picking numerous varieties of apples, apricot, pears, cherries according to established company procedures accounting for difference in the treatment of different varieties.
- Selectively pick only fruit of a certain color and/or size as instructed by the supervisor.
- Handle fruit carefully and not bruise or damage fruit when it is placed in the bin.
- Provide general labor to assist in the establishment of new orchard properties by clearing property, planting trees, building trellis, repair and spreading of composted material and any other labor considered necessary for the efficient structure of new orchard properties.
- Repair sprinklers on overhead cooling system.
- Farm clean up tasks to include picking up garbage around the orchard, removing old string and wire from trellis and orchard blocks, and other hand tasks.
- Hand tools, such as pruning hooks, shears, and/or picking bags will be utilized.
- 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 and weighing up to 60 pounds.
- Thinning, Training and Pruning may be done from the ground or a ladder up to 12 feet in height or from a motorized platform.

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Section/Item Number * A.8a 2. Name of Section or Category of Material Term or Condi	Job Duties - A.8a Job Offer Information 2B. Workers Needed
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3. Details of Material Term or Condition (up to 3,500 characters) *

Number of Workers Needed: 97

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.

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19			
Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Bonus Language
3. Details of Material Term or Condition (up to 3,500 characters) * Workers may be offered additional incentive pay for certain activities based on their production in accordance with company policy. In all cases, the worker will be guaranteed the highest of the Adverse Effect Wage Rate, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage at the time work is performed.			
Applicants/employees are not required to pay a fee of any kind for any activity related to obtaining an H-2A visa, including payment to the employer.			
t. Job Offer Information 20			
1. Section/Item Number *	t.	2. Name of Section or Category of Material Term or Condition *	Job Offer Information 20:
3. Details of Material Term or Condition (up to 3,500 characters) * Light Duty: Workers restricted to light duty work by their physician may be offered light duty jobs in accordance with State Law and/or agency guidance.			
Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper methods and other crop specific issues.			

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