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

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

A. Job Offer Information

1. Job Title * Field Worker

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	64	64	3. Begin Date * 6/5/2022	4. End Date * 10/31/2022

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

6. Anticipated days and hours of work per week *

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

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 2 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 17 . 41	☑ HOUR ☐ MONTH	$ ____ . ___	

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

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

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

H-2A Case Number: H-300-22097-045258 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

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

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

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

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

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

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

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

See Addendum C

C. Place of Employment Information

1. Address/Location *
2318 West Highway 24

2. City *	3. State *	4. Postal Code *	5. County *
Othello	Washington	99344	Adams

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

Harvesting work will be performed in fields in and around Adams, Grant, Benton, and Walla Walla Counties, Washington and consists of one area of intended employment as defined in 20 CFR 655.103(b). Specifically, the harvesting will be completed at the listed locations. Company address: 10 East Mead Avenue, Yakima WA. 98903

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

D. Housing Information

1. Housing Address/Location *
Radar II Housing, 2318 West HWY 24

2. City *	3. State *	4. Postal Code *	5. County *
Othello	Washington	99344	Adams

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Dormitory-style	1	32

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

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

32 people will be housed here. Full kitchen and laundry free facilities on-site. The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis.

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

E. Provision of Meals

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

Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site.
In the event that kitchen facilities become unavailable during the contract period, the employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, the employer will deduct the cost of such meals up to the minimum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor. (Currently $14.00 per day for 3 meals, 7 days a week)

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

F. Transportation and Daily Subsistence

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

Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site.

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

Inbound and Return Transportation: The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 14 . 00	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

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

See Addendum C

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (509) 248-8048	Maria.tapia@hansenfruit.com

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

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Daily Transportation

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

D. Compliance with Transportation Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Hansen	Eric	
4. Title *		
Owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		4/21/2022

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.

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 Pruning (Cosmic Crisp, Fuji, Gala, Granny Smith, Red, Pink Lady)	$ 00 . 25	Piece Rate	$0.25- 2.50Piece Rate Per Tree SEE ADDENDUM C.
	Apple Pruning (Honey Crisp)	$ 00 . 25	Piece Rate	$0.25- 2.50 Per Tree. SEE ADDENDUM C.
	Cherry Pruning	$ 00 . 25	Piece Rate	$0.25- 2.50 Per Tree. SEE ADDENDUM C.
	Tree Training (Cosmic Crisp, Fuji, Gala, Honeycrisp, Granny Smith, Red, Pink Lady)	$ 00 . 10	Piece Rate	$0.10 - 1.50 Piece Rate Per Tree See Addendum C
	Thinning Trees, Apples (Cosmic Crisp, Fuji, Gala, Granny Smith, Red)	$ 00 . 25	Piece Rate	Thinning Trees $0.25 - 2.50 Piece Rate Per Tree See Addendum C
	Thinning Trees- Honeycrisp	$ 00 . 25	Piece Rate	$0.25- 2.50 Per Tree. SEE ADDENDUM C.
	Thinning Trees- Cripps Pink	$ 00 . 73	Piece Rate	$0.73Per Tree. SEE ADDENDUM C.
	Apple Harvest (Cosmic Crisp, Fuji, Gala, Granny Smith)	$ 28 . 26	Piece Rate	$28.26 Per Bin (47x47x24.5) or $15.83 per hour. SEE ADDENDUM C.
	Apple Harvest - Honeycrisp	$ 31 . 76	Piece Rate	$31.76 Per Bin (47x47x24.5) or $15.83 per hour.SEE ADDENDUM C.
	Apple Harvest – Cripps Pink	$ 30 . 00	Piece Rate	$30.00 Per Bin (47x47x24.5) or $16.00 per hour.SEE ADDENDUM C.

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
	Cherry Harvest (Benton, Bing, Cristalina, Index, Santina, Skeena, Sweetheart)	$ 03 . 25	Piece Rate	$3.25 - 4.25 Per Bucket 18QTS 17x12x8. See Addendum C
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		

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

H-2A Case Number: H-300-22097-045258 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Hansen Fruit Administrative Services	20 Fern Place Othello, Washington 99344 ADAMS		6/5/2022	10/31/2022	64
Hansen Fruit Administrative Services	69203 West Hanks Road Prosser, Washington 99350 BENTON		6/5/2022	10/31/2022	64
Hansen Fruit Administrative Services	349 Erdman Lane Burbank, Washington 99323 WALLA WALLA		6/5/2022	10/31/2022	64
Hansen Fruit Administrative Services	North Eastern Corner of Intersection Road R and Road 24 Mattawa, Washington 99349 GRANT		6/5/2022	10/31/2022	64
Hansen Fruit Administrative Services	Radar Orchard 2318 W Hwy 24 Othello, Washington 99344 ADAMS		6/5/2022	10/31/2022	64
Hansen Fruit Administrative Services	2580 West Kuhn Road Othello, Washington 99344 ADAMS		6/5/2022	10/31/2022	64
Hansen Fruit Administrative Services	8542 Road "O" South West Royal City, Washington 99357 GRANT		6/5/2022	10/31/2022	64

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 *
Dormitory Style	Radar III Housing, 2318 West HWY 24 Othello, Washington 99344 ADAMS	32 people will be housed here. Full kitchen and laundry free facilities on-site	1	32	☑ Local ☑ State ☑ Federal
Dormitory Style	Radar II Housing, 2318 West HWY 24 Othello, Washington 99344 ADAMS	32 people will be housed here. Full kitchen and laundry free facilities on-site. Full kitchen and coin operated laundry facilities on-site.	1	32	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-22097-045258 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

CHERRY Harvest: The employees will hand harvest cherries. This can be performed from a motorized platform and/or from the ground or a adder. The employees will attach harness, bucket or bag and pick low hanging fruit while standing or on a ladder. The employees 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 employees 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 employees 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 employee must possess the ability to pick-up, handle a 10 fl. or 12 ft. orchard ladder weighing up to 40 pounds.

APPLES Harvest: The employee will hand harvest apples this can be performed from a motorized platform and/or from the ground or a ladder. The employee will attach harness, bucket or bag and picks low hanging fruit while standing on the ground and higher branches while standing on a ladder. The employee will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion as not to harm adjacent buds on the tree branches. The employee will carry harness, bucket or bag of up to 60 lbs. and will place fruit into wooden bins, 4'x4'x3' which hold approximately 25 bushels of fruit. Care must be exercised at all times to prevent bruising of fruit or breaking

if branches. The employee may be required to examine harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications. The employee must possess the ability to pick-up; handle a 10 ft. or 12 ft. orchard ladder weighing up to 40 pounds.

THINNING: Thinning is a manual process used to control the size and quality of grown fruit. The employee must possess the ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Furthermore, the employee must be able to use scissor like clippers. This process requires the employee to remove, in some cases not limited to the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. The employee 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 is manipulated to increase yield and/or quality. The employee 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 round or ladder. Some example training tasks are but not limited to:

Tying, taping or clipping apple or cherry limbs to wires.

Tying up or down apple or cherry limbs.

Training and limb positioning of apple or cherry trees.

Shoot thinning, sucker removal, cluster thinning, shoot positioning, hedging, or leaf removal. Propping and supporting apple trees.

PRUNING: Pruning numerous varieties of 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 1adder weighing 40 pounds. Pruning may be done from the ground or a ladder up to 12 feet in height or from a motorized platform. The 'worker may be required to selectively prune only trees of a certain size and color as instructed by the crew supervisor.

b. Job Offer Information 2

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

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

The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment; housing or furnishings (beyond normal wear and tear) caused by the worker (if any) - the employer will not deduct from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; and deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

Minimum Job Qualifications: Three months of experience in fruit harvest. Specific requirements include lifting up to 50 pounds frequently and able to use hand tools, including cutting knives. Must be able to work under conditions where skin and clothing become heavily soiled with mud, water, grease, etc. Must be able to work outdoors in inclement weather conditions, including rain, cold, high winds, etc. Work involves frequent bending and working in bent or stooped positions. Must be able to walk and stand up extensively. No smoking, alcohol, firearms in the field or residential housing.

d. Job Offer Information 4

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

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

Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who are available at the time and place needed should be referred to the employer.

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

Walk-in applications will be accepted at:

Hansen Fruit: 10 East Mead Avenue, Yakima WA. 98903

Phone number: (509) 457-4153

Hansen Administrative Services Referral Contact: Maria Tapia, (509) 457-4153, email address: maria.tapia@hansenfruit.com Contact hours are Monday through Friday between 8:00 a.m. and 12:00 p.m. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. All referrals from State Workforce Agencies must be sent to the employer by telephone or email and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.

Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) required by law.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

The normal work week is 6 hours per day, Monday through Friday, and 5 hours Saturday (35 hours per week). Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays.

This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. This is not ?day work?. Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action in accordance to company policies.

The normal work hours are 7:00 a.m. and the workday end time is 2:30 p.m., depending on the time of year, hours of daylight, weather, and production requirements. An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid 10-minute work breaks are provided. Workers are notified of any change in the start time.

All employees not occupying employer-provided housing must provide the Company with contact information before the worker commences employment. This contact information may be used to notify the worker not to report work due to inclement weather or when work is not available or to notify the workers of any change in the worker?s daily schedule, or for any other reason.

f. Job Offer Information 6

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

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

Payday: Workers will be paid on a weekly basis by check. Payday is Saturday of the week following the end of the payroll period.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

Employees permit the employer and/or employer?s agents to access electronically-issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections.

h. Job Offer Information 8

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

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

TERMINATIONS: The employer may terminate the worker if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; or (d) violation of company policies.

All employees must respect and follow company policies including any new or changed policies which may be communicated during the course of the season. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

TRAINING: Training will be provided for 3 days from each worker?s initial date of employment. Workers will be allowed 3 days from the initial date of employment to reach the production standards of the activity.

PRODUCTION STANDARDS: Workers must be able to perform the job and its requirements as defined in this clearance order after a reasonable period of on-the job training. We consider 3 days from a worker?s initial date of employment as a reasonable period of on-the-job training. The production standard includes keeping up with the pace of the harvesting crew in performing the required job duties and at the time the work is performed.

j. Job Offer Information 10

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

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

The employee is expected to possess or acquire pruning skills in order to identify and remove stubs or broken branches, downward-growing branches, branches which rub against each other, shaded interior branches, dead wood and shoots/suckers with hand pruning saws and clippers, mechanized equipment in pruning activities.

Oher Job Specifications for Apple and Cherry harvesting include:

1. The employee 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.

2. Hand thinning of apple and cherry trees to ensure proper fruit load on tree.

3. Pruning of apple and cherry trees.

4. Training of apple trees to trellis; including clipping and tying limbs and shoots to wire.

5. Training and limb positioning of apple and cherry trees.

6. 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.

7. Care for trees during growing process- recognize tree disease such as of blighted branches in apples

8. Harvest preparation including spreading liners in bins, rolling bins into blocks by hand.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

Offered Wage: Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will pay the hourly rate of $17.41 per hour for work performed in Washington (unless the wage methodology is changed by government or legal action). Higher or different wage rates may apply during contract period based on market conditions and/or job/crop activity and employee skill level, but no less than the required wage rate. Employer assures that the required wage rate will be paid at the time that the work is performed. If the OFLC publishes a lower AEWR during the H-2A period of employment, the employer may pay the lower rate as long as it remains the highest of the AEWR, state or federal minimum wage, prevailing hourly wage, or piece rate, or collective bargaining wage.

If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor.? Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease, Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.

l. Job Offer Information 12

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

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

Itinerary:

Employees will be working at all locations simultaneously throughout the contract period: June 5, 2022 through October 31, 2022.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Piece Rate Information Part I

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

Apple Pruning (Cosmic Crisp, Fuji, Gala, Granny Smith, Red, Pink Lady) :Piece Rate $0.25- 2.50 Per Tree. The hourly wage equivalent is for an estimated 14 tree pruned per hour. The estimation of trees pruned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly wage equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $17.50/hour or higher, depending on harvest production and commodity and the productivity of an individual employee.The AEWR of $17.41 per hour that is guaranteed.

Apple (Honeycrisp) Pruning: Piece Rate $0.25- 2.50 Per Tree. The hourly wage equivalent is for an estimated 14 tree pruned per hour. The estimation of trees pruned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly wage equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $17.50/hour or higher, depending on harvest production and commodity and the productivity of an individual employee.The AEWR of $17.41 per hour is guaranteed.

Cherry Pruning: Piece Rate $0.25- 2.50 Per Tree. The hourly wage equivalent is for an estimated 14 tree pruned per hour. The estimation of trees pruned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly wage equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $17.50/hour or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

Apple Tree Training (Cosmic Crisp, Fuji, Gala, Honeycrisp, Granny Smith, Red, Pink Lady): Piece Rate $0.10 - 1.50Per Tree. The hourly wage equivalent is for an estimated 35 trees trained per hour. The estimation of trees trained per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly wage equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $17.50 or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Piece Rate Information Part II

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

Thinning Trees, Apples (Cosmic Crisp, Fuji, Gala, Granny Smith, Red): Piece Rate $0.25 - 2.50Per Tree. The hourly wage equivalent is for an estimated 18 trees thinned per hour. The estimation of trees thinned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $18.00 or higher, depending on harvest production and commodity and the productivity of an individual employee.The AEWR of $17.41 per hour is guaranteed.

Thinning Trees- Honeycrisp: Piece Rate $0.25 - 2.50Per Tree. The hourly wage equivalent is for an estimated 18 trees thinned per hour. The estimation of trees thinned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $18.00 or higher, depending on harvest production and commodity and the productivity of an individual employee.The AEWR $17.41 per hour is guaranteed.

Thinning Trees- Cripps Pink: Piece Rate $0.73 Per Tree. The hourly wage equivalent is for an estimated 18 trees thinned per hour. The estimation of trees thinned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $18.00 or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

Apple Harvest (Cosmic Crisp, Fuji, Gala, Granny Smith)
$28.26 Per Bin (47x47x24.5). The hourly wage equivalent is for an estimated .75 bins harvested per hour. The estimation of bins harvested per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $18.75 or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Piece Rate Information Part III

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

Apple Harvest - Honeycrisp
$31.76 Per Bin (47x47x24.5) per hour. The hourly wage equivalent is for an estimated .75 bins harvested per hour. The estimation of bins harvested per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $18.75 or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

Apple Harvest – Cripps Pink
$30.00 Per Bin (47x47x24.5) The hourly wage equivalent is for an estimated .75 bins harvested per hour. The estimation of bins harvested per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $18.75 or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

Cherry Harvest (Benton, Bing, Cristalina, Index, Santina, Skeena, Sweetheart): Piece Rate $3.25 - 4.25 Per Bucket 18QTS or 17x12x8. The hourly wage equivalent is for an estimated 4.25 buckets harvested per hour. The estimation of buckets harvested per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $18.06 or higher, depending on harvest production and commodity and the productivity of an individual employee.The AEWR of $17.41 per hour is guaranteed.

p. Job Offer Information 16

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

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

Worker's Compensation: All employees are covered by workers' compensation insurance in accordance with Washington law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - COVID19 Precautions

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

COVID-19 PRECAUTIONS:

All federal, state and local COVID 19 requirements and guidelines will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination.

Housing: Isolation/self-quarantine housing will be available on or off-site. Alternative emergency housing may be coordinated through the county's emergency services at the time of need if on/off site isolation/quarantine housing is filled to capacity.

There will be no charge for any alternative COVID 19 housing and meals will be brought to the self-quarantined employee three times per day, seven days per week.

COVID-19 Testing and Vaccinations: The employer is mandating testing and vaccinations prior to crossing the U.S. border at the company's expense. In the United States, employees will be given an opportunity thru the company's approved providers for vaccinations free of charge.

Please note: Time spent at vaccination appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency.

Employer abides by most recent COVID Testing rules issued by the State of Washington.

r. Job Offer Information 18

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

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

REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

Hansen Fruit seeks certification for 64 workers. The total number of workers for the contract is 64. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

t. Job Offer Information 20

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Part II

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

No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.

Reasonable repair costs of damage other than that cause by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Daily Transportation Information

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

The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will include buses, vans, and carpooling and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use. Workers are free to provide their own transportation to and from the daily work site.

v. Job Offer Information 22

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Part I

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

**Housing is new construction and is expected to be completed in mid-May. Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor).

Family housing:

As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Adams, Grant, Benton, and Walla Walla Counties, Washington to provide family housing.

Workers may be reached at the following address and phone number:

ADDRESS: PO Box 9755, Yakima, WA. 98909
PHONE: (509) 457-4153

Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above.

Workers eligible for employer-provided housing may elect to provide their own housing at the worker?s expense. Such election must be in writing. Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.

The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered or provided transportation from their elected housing to pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working. The Employer may utilize the services of a carpool/van service, in which vouchers will be provided to the workers who choose to use this voluntary service. Workers who choose to utilize the vanpool will not be charged for such use.

Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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

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

The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will include buses, vans, and carpooling and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use. Workers are free to provide their own transportation to and from the daily work site.

x. Job Offer Information 24

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

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

Work is performed in open fields and may involve exposure to mud, dust, wind, heat, cold, and other natural elements. Temperatures can range from 30 degrees Fahrenheit to over 100 degrees Fahrenheit during the period of employment. Workers should come prepared with appropriate clothing and footwear for the environmental and working conditions described.

The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and/or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.

Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the harvesting operation dictate. Workers must perform the assigned work, and work at the assigned crew/field site, and may not switch assignments or crew/field site without the specific authorization of a company supervisor. Workers may be re-assigned to a different workstation at various times during the workday and/or on different days.

Workers will be expected to comply with all provisions of this Clearance Order and the Company?s work rules, policies and procedures, and to perform any and all assigned tasks in a work-person-like and efficient manner. Failure to do so will subject the worker to the employer?s disciplinary procedures. Ramos Farms endeavors to produce a premium product. This is a demanding, competitive business. A high-quality product is expected and demanded by our customers. Sloppy or improper work cannot and will not be tolerated.

All safety rules and instructions must be meticulously observed throughout the workday. All Company rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor?s H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.

No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no non- working children may be present at or adjacent to the worksite or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

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

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

Employees must not report for work, enter the worksite, or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a drug/alcohol test, at the employer?s expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee?s name is randomly drawn in conjunction with the Company?s Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers).

Drug screening is post offer, post hire, can be random, and is at no cost the employees.

z. Job Offer Information 26

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

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

The employer will reimburse its workers 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 place of recruitment is considered the place from which the workers came to work for the employer. For H-2A workers, the place of recruitment is Puebla, Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.

Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e. If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)

Inbound: For all workers who complete 50 percent of the work period, the Company will reimburse the U.S. and H-2A workers for costs incurred by the workers for transportation and reasonable subsistence from the place from which the worker has come to work for the employer which is the place of recruitment as defined above.

For H-2A workers, the Employer will reimburse transportation from place of recruitment to the border. The amount of reimbursement for transportation shall be the worker's actual cost but, not more than the most economical reasonable common bus carrier transportation charges for the distance involved. Then the Employer will provide a bus for the workers to travel from the border to the place of employment, at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses.

Outbound: If workers complete the period of employment, the company will provide or pay for the workers transportation and subsistence from the place of employment to the place from which the worker came to work for the Company which is the place of recruitment. For H-2A workers, the Employer will provide a bus for the workers to travel from the place of employment to the border. The Employer will also reimburse transportation from the border to place of recruitment. The amount of reimbursement for transportation shall be the worker's actual cost but, not more than the most economical reasonable common bus carrier transportation charges for the distance involved The Employer will reimburse the workers for any additional reasonable travel expenses.

For inbound and outbound transportation, subsistence will be reimbursed at the rate of $14.00 per day without documentation and of actual expenditures, and at actual cost up to a maximum of $59.00 per day with documentation of actual expenditures. The amount of reimbursement for transportation shall be the worker's actual cost, but not more that the most economical and reasonable common carrier transportation charges for the distance involved.

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

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

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

Apple Pruning $0.25- 2.50 Per Tree.
(Cosmic Crisp, Fuji, Gala, Granny Smith, Red, Pink Lady)
The hourly wage equivalent is for an estimated 14 tree pruned per hour. The estimation of trees pruned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly wage equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $17.50/hour or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

Apple (Honeycrisp) Pruning
$0.25- 2.50 Per Tree. The hourly wage equivalent is for an estimated 14 tree pruned per hour. The estimation of trees pruned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on
commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly wage equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $17.50/hour or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

Cherry Pruning
$0.25- 2.50 Per Tree. The hourly wage equivalent is for an estimated 14 tree pruned per hour. The estimation of trees pruned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly wage equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $17.50/hour or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

. Job Offer Information 28

1. Section/Item Number *	A.	2. Name of Section or Category of Material Term or Condition *	Training, Thinning

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

Apple Tree Training (Cosmic Crisp, Fuji, Gala, Honeycrisp, Granny Smith, Red, Pink Lady)
$0.10 - 1.50 Per Tree. The hourly wage equivalent is for an estimated 35 trees trained per hour. The estimation of trees trained per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly wage equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $17.50 or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

Thinning Trees, Apples (Cosmic Crisp, Fuji, Gala, Granny Smith, Red)
$0.25 - 2.50 Per Tree. The hourly wage equivalent is for an estimated 18 trees thinned per hour. The estimation of trees thinned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $18.00 or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

Thinning Trees - Honeycrisp
$0.25 - 2.50 Per Tree. The hourly wage equivalent is for an estimated 18 trees thinned per hour. The estimation of trees thinned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $18.00 or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.

Thinning Trees - Cripps Pink
$0.73 Per Tree. The hourly wage equivalent is for an estimated 18 trees thinned per hour. The estimation of trees thinned per hour varies depending on harvest and weather conditions. The estimated hourly equivalent of the piece rate varies daily and depends on commodity and crop conditions. This is an estimate only and employer does not guarantee a higher hourly piece rate wage. We estimate that the hourly equivalent when paid a piece rate is at a minimum of the AEWR, $17.41/hour and up to $18.00 or higher, depending on harvest production and commodity and the productivity of an individual employee. The AEWR of $17.41 per hour is guaranteed.