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 * Farmworker / Laborer

| 2. Workers Needed * | a. Total | b. H-2A | Period of Intended Employment | |
|---|---|---|---|---|
| | 42 | 42 | 3. Begin Date * 6/20/2022 | 4. End Date * 8/15/2022 |

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ 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. 3 : 00 ☐ AM ☑ PM

**Temporary Agricultural Services and Wage Offer Information**

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

| 8b. Wage Offer * | 8c. Per * | 8d. Piece Rate Offer § | 8e. Piece Rate Units/Special Pay Information § |
|---|---|---|---|
| $ 17 . 41 | ☑ HOUR ☐ MONTH | $ 17 . 41 | Employees may be eligible for additional incentive pay based on their production in accordance with company policy |

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-300-22111-095726 Case Status: Full Certification Determination Date: 05/11/2022 Validity Period: _____ to _____

## B. Minimum Job Qualifications/Requirements

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

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

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

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

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

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

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

See Addendum C

## C. Place of Employment Information

1. Address/Location *
Highway 97-P&G Road

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Brewster | Washingtor | 98812 | Okanogan |

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

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 *
Crane Family Orchards Main Camp - 11 Zerelda Road

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Brewster | Washingtor | 98812 | Okanogan |

| 6. Type of Housing * | 7. Total Units * | 8. Total Occupancy * |
|---|---|---|
| TWH housing | 70 | 168 |

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)* *
none

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.)*

Board Arrangements: Depending upon which employer-provided housing unit(s) a worker occupies, 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, utilities and utensils at no cost to employees occupying employer-provided housing. Employees will purchase their own food and prepare their own meals. The employer will offer transportation at no cost to the employee at least once each week to nearby stores for the purpose of shopping for food and other necessary items.

| 2. If meals are provided, the employer: * | ☐ **WILL NOT** charge workers for such meals. | | |
|---|---|---|---|
| | ☑ **WILL** charge workers for such meals at | $ 14 . 00 | per day per worker. |

## F. Transportation and Daily Subsistence

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

The employer will provide transportation to the worksite from the housing location to workers who are eligible for the housing benefit. Workers will be transported back to their respective housing locations at the end of each workday.

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

See Addendum C

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

## 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 (360) 701-7661 | n/a |

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 § |
|---|---|---|
| Ogburn | Ryan | |
| 4. Title * | | |
| wafla Director of Visa Services | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By Certifying Officer | | 4/27/2022 |

**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.

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

## C. Additional Place of Employment Information

| 1. Name of Agricultural Business § | 2. Place of Employment * | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|---|---|---|---|---|---|
| Gebbers Farms | 25985 hwy 97<br>Brewster, Washington 98812<br>OKANOGAN | | 6/20/2022 | 8/15/2022 | 21 |
| Cascade Holdings Group | 25985 hwy 97<br>Brewster, Washington 98812<br>OKANOGAN | | 6/20/2022 | 8/15/2022 | 21 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



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

H-2A Case Number: H-300-22111-095726 Case Status: Full Certification Determination Date: 05/11/2022 Validity Period: _____ to _____

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

a. Job Offer Information 1

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

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

1. Pruning of trees may be done from the ground, from a ladder up to 12 feet in height, or from a motorized platform. Work may be performed in snow or on frozen ground.
2. Thinning of Trees
a. Thinning of fruit from trees may be done from the ground, from a ladder up to 12 feet in height, or from a motorized platform.
3. Training of trees by tying/trellis or using wooden spacers or props.
a. Training of trees may be done from the ground, from a ladder up to 12 feet in height, or from a motorized platform.
4. Applying and removing tree paint, fertilizer, sheets and/or rolls of sheets of reflective foils and like materials onto the ground between rows of trees and/or around trees.
5. Assist in removing garbage or other debris from orchards to keep a safe and sanitary work environment.
6. Planting, digging, bundling, painting, irrigating and spraying trees.
7. Tree Grafting.
8. Removal of Weeds by pulling/mowing.
9. The use of hand tools such as pruning saws, loppers, shears, shovels, hoes, clippers, and/or picking bags or containers.
10. Worker must exercise care at all times to prevent breaking of branches and limbs.
11. Harvesting of Fruit from Trees includes picking numerous varieties of apples, pears, and cherries according to established company procedures accounting for difference in the treatment of different varieties.
a. Worker will hand harvest and pick fruit crops consisting of apples, cherries and/or pears in fields and orchards as required by company procedures.
b. Worker will carry or attach a harness, bucket or bag to themselves to place fruit into that can have a weight when full of fruit of up to 60 lbs.
c. Worker will carry or attach a harness, bucket or bag to themselves and pick and place low hanging fruit while standing on the ground.
d. Worker will carry or attach a harness, bucket, or bag to themselves and pick and place fruit from higher branches while standing on a ladder up to 12 feet in height to harvest fruit that cannot be reached by standing on the ground.
e. Worker will pick fruit as instructed according to grade, color and size by grasping fruit with the hands and removing it from the tree in a motion so as not to harm the fruit being picked or to harm adjacent fruit or buds on the tree branches.
f. Worker will carry or attach a harness, bucket or bag to themselves with a weight of up to 60 lbs. and will carefully place and transfer fruit into
wooden or plastic bins of various sizes.
g. Worker must exercise care at all times to prevent bruising of fruit or breaking of branches and will examine fruit and exclude any fruit not meeting the grade, color and size specifications when requested.
h. Worker may be instructed to pick culls and peelers (as directed and identified by supervisor) and drop on ground or place in bin
i. Worker may be required to selectively pick only fruit of a certain color and/or size as instructed by the supervisor.
j. Worker will be required to handle fruit carefully and not bruise or damage fruit when it is placed in the bin.
k. Observation by the supervisor of significant amounts of bruised, damaged or cull fruit as a result of picking of that fruit by worker will result in a warning and may lead to disciplinary action, up to and including termination, in accordance with employers progressive discipline policy. .
12. Workers may also perform intermittent night shift packing of tree fruit.

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 Employer will make the following deductions from the worker's wages: FICA taxes, Federal Income tax if required, other deductions expressly authorized or required by state or federal law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the employer due to the worker's damage (beyond normal wear and tear) in accordance with applicable state law, and any other deductions expressly authorized by the worker in writing. In accordance with Washington State Law, employers are permitted to deduct the worker's portion of the workers' compensation insurance premium from worker pay. The employer will withhold from the employee's wages the maximum amount for the portion of employee premium required under WA State RCW 50A.04, Paid Family and Medical Leave Program.

## 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*) *

GENERAL CONDITIONS APPLICABLE TO ALL WORK AND CROPS:

1. Field work begins at assigned time shortly after daylight. Work may be performed during light rain or snow and/or in high humidity and/or in low humidity conditions, and in temperatures ranging from 10 degrees Fahrenheit (-12 degree Celsius) up to 105 degrees Fahrenheit (41 degrees Celsius). Workers may be required to work in orchard when trees are wet with dew/rain and should have suitable clothing for variable weather conditions.
2. All types of orchard work. Work is performed on level or flat sloped surfaces and may require an orchard ladder up to 12 feet in height.
3. The use of hand tools, such as pruning saws, loppers, shears, clippers, and/or picking bags, buckets or other containers, may be required to perform the job, including while working on a ladder.

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*) *

Referrals made under this job order should be made to:

Wafla
8830 Tallon Lane NE Suite C Lacey, WA 98516
Referral Phone: (360) 701-7661
Fax: (360) 539-7378

The employer 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.

All local and intrastate (in state) applicants may be referred by the WA State Workforce Agency (WA SWA) directly to Wafla for interview or interested applicants may contact Wafla directly. Although not required, all interstate (out of state) applicants interested in this job offer are to solicit the assistance of the nearest local employment services (SWA) in their area for a referral to Wafla to insure full disclosure of the terms and conditions, and to confirm employment starting date prior to departing for WA. This will help to avoid confusion and mistakes. Interstate SWAs are strongly encouraged to contact the Job order holding office, Worksource Okanogan at (509) 826-7310, prior to contacting Wafla to confirm the terms, conditions and start date of the job. Applicants referred by SWAs should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral, in accordance with 20 CFR 655.155.

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

Prior to making a referral to the employer, the SWA will fully apprise job seekers of the terms and conditions of the ETA 790 and Addendums and will only refer applicants who:

1. Meet all of the qualifications of the clearance order.
2. Meet the 3-month agricultural working experience with tree fruit based on jobseeker statements.
3. Are available and commit to work the entire length of the contract.
4. Affirmatively state that he/she is able to lift 60 pounds repeatedly throughout the day.
5. Affirmatively state that he/she is physically able to perform the job requirements.
6. Have been fully apprised of the job opportunity

Employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135(a). All qualified eligible U.S. workers are encouraged to apply for these jobs during the positive recruitment period and 50% of the contract. Address of Order Holding Office: The referral under this job order from the applicant holding office is to be made to:

Worksource
126 South Main Street
P.O. Box 3759
Omak, WA 98841

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

e. Job Offer Information 5

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

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

The remaining paragraphs of this section relate to inbound and outbound transportation at the beginning and end of the period of need for workers who reside outside the normal commuting distance of the job site are not within commuting distance and therefore cannot reasonably return to their residence each day, and are, therefore, eligible for this benefit as follows:.

The Employer will not advance transportation and subsistence costs to the place of employment for any worker.

f. Job Offer Information 6

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

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

Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any listed crop as assigned by the worker's supervisor.

Demonstration/Instruction: There will be a short demonstration period to familiarize workers with employer procedures regarding proper harvest methods and other crop specific issues such as particular grading specifications.

The wages and working conditions offered are not less than the prevailing wages and working conditions among similarly employed agriculture workers in the area of intended employment or the applicable Federal or State minimum wage, whichever is higher. Payment will generally be on a piece rate basis for picking, and may be paid on a piece rate for thinning, pruning, and demonstration/instruction. Most other job duties will be paid on an hourly basis. Piece rates are adjusted based on the job, conditions, and construction design and tree density of each orchard block. Piece rates are set so that the majority of workers can earn in excess of the offered wage rate.

The Worker must possess requisite physical strength and endurance to repeat the following: thinning, training, pruning, harvesting and doing various farm labor processes throughout the workday. Workers will be provided training in accordance with Employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the Worker to work more efficiently. These standards are not linked to any specific productivity measure and apply equally if the Worker is working on an hourly and/or piece rate basis.

Under Washington law employees must receive a paid 10 minute rest break for every four hours worked. Employees being paid a piece rate receive, in addition to piece rate earnings, payment for rest breaks based upon the employee's regular rate of pay for the week.

The worker is guaranteed the highest of the adverse effect wage rate (AEWR), the prevailing hourly or piece-rate, the agreed-upon collective bargaining wage or the federal minimum or state minimum wage at the time work is performed. These rates are subject to change, and therefore the rate listed above may increase or decrease during the period of this contract. Statements will comply with 20 CFR 655.120 Employer will make following deductions: taxes applicable under Federal, State and Local laws; advance (x) meals ( ); other ( ). Employer will furnish worker, on or before each payday, written statements showing, at a minimum, hours actually worked, total earnings and all deductions for pay period. Statements will comply with 20 CFR 655.122(k).

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

g. Job Offer Information 7

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

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

1. Discipline and/or Termination: Employer uses a progressive discipline system in which the worker will be provided with training and worker will be encouraged to correct any performance deficiencies. Such progressive discipline may ultimately result in suspension or even termination if behavior is not corrected. Any discipline and/or termination will be for cause, Reasons for discipline include: a) refuses without justified cause to perform work for which the worker was recruited and hired; b) 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 15; d) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; e) abandons his employment; f) falsifies identification, personnel, medical, production or other work related records, g) fails or refuses to take a drug test (employer reserves the right to conduct random non-discriminatory drug testing on foreign and domestic H-2A employees at no cost to the worker (drug tests will not be utilized as a pre-employment tool).

2. Workers must notify the employer prior to voluntarily terminating their employment. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. Employer has a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who permanently abandon their employment without notice during the period covered by this work agreement are terminated immediately and will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case by case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete- no rehire policy.

4. Employer Obligation if Employment Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

5. Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

6. 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.

h. Job Offer Information 8

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

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

7. SUBSTANCE ABUSE POLICY: Employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our members and their employees and visitors. The use or possession or being under the influence of illegal drugs, marijuana or alcohol during working time is prohibited. Employees may be requested to take a drug or alcohol tests at no cost to the worker according to the drug policy included in the Companies Policies and Procedures. Failure to comply with the request or testing positive may result in immediate termination.

8. Disclosure of work contract. Employer will provide to an H-2A worker no later than the time at which worker applies for the visa, or to a worker corresponding employment no later than on the day work commences. A copy of the ETA 790 and ETA-790 Attachment will be given to the worker in a language understood by worker as necessary or reasonable per 20 CFR 655.122(q).

9. The Employer will provide sick leave to employees. The employee 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.

10. Gebbers policies require employees to engage in a structured Alternative Dispute Resolution (ADR) proceeding, following the Federal Arbitration Act and applicable state law, as recently enunciated in the U.S. Supreme Court decision Epic Systems Corp. v. Lewis (2018). This does not affect an employee's ability to file a complaint or participate in an investigation with a government agency.

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

i. Job Offer Information 9

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

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

4. Workers will be required to work on their feet all day long, regularly standing, climbing, and walking. Workers must be able to bend, stoop, kneel, crouch or crawl (under trellis trees) for long periods of time. Employees are frequently required to use hands to finger, handle or feel; reach with hands and arms; and climb or balance.
5. Workers must display the ability to properly and safely move, place, work from, and climb up and climb down from orchard ladders of up to 12-feet in height while having attached to themselves or carrying a harness, bucket or bag that can have a weight when full of fruit of up to 60 lbs. while making necessary adjustments for various procedures being performed.
6. Workers must display the ability to properly and safely move, place, work from, and climb up and climb down from orchard ladders of up to 12-feet in height while carrying and using appropriate tools while thinning or pruning of trees while making necessary adjustments for various procedures being performed.
7. Workers must be able to lift up to 60 pounds continuously throughout the day.
8. Workers must be able to see all colors accurately in order to perform color-specific select picking.
9. Workers must have the ability to recognize safety signs and other essential postings.
10. Workers must have the ability to communicate effectively and courteously to supervisors and workers.
11. Workers must display a working knowledge of the pruning of fruit trees and recognition of associated safety hazards.
12. Workers must display a working knowledge of the thinning of fruit trees and recognition of associated safety hazards.
13. Workers must display a working knowledge of the picking of fruit trees and recognition of associated safety hazards.
14. Workers must be able to pick and transfer fruit into bins and containers in bulk or in buckets without damaging fruit.
15. Workers must be able and agree to wear all required and assigned personal protective equipment at all times when required to do so.
16. Must have transportation to the job site.

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, wheel barrows, 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.
4j) 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.

j. Job Offer Information 10

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

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

The anticipated period of employment is from: June 20, 2022 to August 15, 2022.

A. 6. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the employer(s). The standard work week is 35 hours per week: 6 hours per day Monday through-Friday and 5 hours on Saturday, with a 30 minute unpaid lunch break each day. Due to the nature of the weather and the requirement to complete the job tasks while trees are dormant, workers may be asked but not required to work more than the 6 hours per day, and may work on holidays and/or weekends, including Saturdays and Sundays. As an example, if workers are unable to work in a particular location during the week due to rain or other inclement weather, that work may be moved to a weekend. If work is on any worker's Sabbath, an accommodation will be made to allow attendance at a service. Down Time: Workers should expect periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime through the season.

This is regular, full-time work requiring that the employee be available for work on a daily basis. Excessive tardiness and /or absences will result in disciplinary action, up to and including termination.

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

k. Job Offer Information 11

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

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

40 Granny Highway 97 - P & G Road Okanogan, Washington 98848; 20 Granny - Highway 97 - P & G Road Okanogan, Washington 98848; 6 Rows One Gebbers Lane Okanogan, Washington 98848; Above Bridgeport BIA Hwy 17 Okanogan, Washington 98848; 7 Rows One Gebbers Lane Okanogan, Washington 98848; Above Circle Crazy Rapids Okanogan, Washington 98848; Above Pond Knapp Hill Road Okanogan, Washington 98848; Above Canyon Knapp Hill Road Okanogan, Washington 98848; Above Bridgeport New Hwy 17 Okanogan, Washington 98848; Above Roys Crazy Rapids Okanogan, Washington 98848; Above Wick Cherry Crazy Rapids Okanogan, Washington 98848; Addink HWY 97 Okanogan Okanogan, Washington 98848; Airport One Gebbers Lane Okanogan, Washington 98848; Above Tracks - Winter Damage Crazy Rapids Okanogan, Washington 98848; Al?s House North Star Road Okanogan, Washington 98848; AMC Hwy 173 Douglas Okanogan, Washington 98848; Alvino's House Pioneer Road Okanogan, Washington 98848; Baby Jenkins Max Goehry Road Okanogan, Washington 98848; Aslakson Blossom Lane Okanogan, Washington 98848; Barroca Lease Pine Creek RD Okanogan, Washington 98848; Bar Hwy 173 Okanogan, Washington 98848; Becker's Blossom Lane Okanogan, Washington 98848; Baby K Golden Lane Okanogan, Washington 98848; Below Cooper Highway 97 - P & G Road Okanogan, Washington 98840; Behind Shack Ski Hill Drive Chelan, Washington 98816; Bayha Crandal Road Okanogan, Washington 98848; Below Rocks Highway 97 - P & G Road Okanogan, Washington 98840; Bensing - Home Highway 97 Okanogan, Washington 98840; Behind Camp 2 Highway 97 - P & G Road Okanogan, Washington 98848; Bensing - Fruit Stand Highway 97 Okanogan, Washington 98840; Betty Wick (Monse) Monse River Road Okanogan, Washington 98840; Big Granny One Gebbers Lane Okanogan, Washington 98840; Below John's House Hwy 17 Okanogan, Washington 98840; Between Hwy's Old Hwy 97 & new Hwy 97 Okanogan, Washington 98840; Bird Cage Highway 97 - P & G Road Okanogan, Washington 98840; Bivins Old Highway 97 Okanogan, Washington 98840; Below Wick Cherry Crazy Rapids Okanogan, Washington 98840; Bisbee Bin Pile Max Goehry Road Okanogan, Washington 98840; Blue Lake Blue Lake Road Okanogan, Washington 98840; Bordner Crazy Rapids Okanogan, Washington 98840; Berry Shrabble Corner, Hwy 117 Douglas, Washington 98858; Between Highway and Railroads Highway 97 Okanogan, Washington 98840; Boyd Loop Manson Hwy Chelan, Washington 98816; Booster Pump Highway 97 - P & G Road Okanogan, Washington 98840; Cain (Malott) Cain Road Okanogan, Washington 98840; Big Root Knapp Hill Rd. Okanogan, Washington 98840; Bridgeport Deeded Hwy 17 Okanogan, Washington 98840; Cartwright - Apples Hwy 17 Okanogan, Washington 98840; Canyon Wires Knapp Hill Rd. Okanogan, Washington 98840; Bisbee area Max Goehry Road Okanogan, Washington 98840; Cartwright Hwy 17 Okanogan, Washington 98840; Cox Above Tracks Monse River Road Okanogan, Washington 98840; Cheifpoint La Grange Road Okanogan, Washington 98840; Blue Bird Sunset Way Okanogan, Washington 98840; Blue Pump Knapp Hill Road Okanogan, Washington 98840; Comsat Mountain Wick Verestar Road Okanogan, Washington 98840; Daniels Old Hse Grain Elevator Road Okanogan, Washington 98840; Crossland La Grange Road Okanogan, Washington 98840; Bordo Old Hwy 97 Okanogan, Washington 98840; Dale Smith Hill Cameron Lake Road Okanogan, Washington 98840; Detering Red Apple Lane Okanogan, Washington 98840; guelich Orchards Okanogan WA

l. Job Offer Information 12

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

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

South of Deer Farms Knapp Hill Road Okanogan, Washington 98840; South Comsat - Apples Verestar Road Okanogan, Washington 98840; North Comsat Cherries Old Hwy 97 Okanogan, Washington 98840; Sand Dunes Highway 97 Okanogan, Washington 98840; South Tom Lee Verestar Road Okanogan, Washington 98840; North Comsat Verestar Road Okanogan, Washington 98840; South of Circle Corner Verestar Road Okanogan, Washington 98840; North of Gebbers Farms Cherry Crazy Rapids Okanogan, Washington 98840; Shaun Lse Baseline Road Grant, Washington 98584; Stennes Star Road Okanogan, Washington 98840; South Point Knapp Hill Rd. Okanogan, Washington 98840; North of 80 Highway 97 - P & G Road Okanogan, Washington 98840; Snyder Knapp Hill Rd. Okanogan, Washington 98840; Steele (Malott) Old Hwy 97 Okanogan, Washington 98840; Suttorp Henny Lane Road Okanogan, Washington 98840; North Point Knapp Hill Road Okanogan, Washington 98840; North of Wick Cherry Verestar Road Okanogan, Washington 98840; Storlie Highway 97 - P & G Road Okanogan, Washington 98840; South Booster Knapp Hill Road Okanogan, Washington 98840; TGW Monse Monse River Road Okanogan, Washington 98840; Old Bartlett 40 Knapp Hill Road Okanogan, Washington 98840; Symonds Blossom Lane Okanogan, Washington 98840; South Diesel Crazy Rapids Okanogan, Washington 98840; Tradeup Monse Bridge Road Okanogan, Washington 98840; NW Hillside Knapp Hill Road Okanogan, Washington 98840; Tracy's House Crazy Rapids Okanogan, Washington 98840; Old Wick Cherry Crazy Rapids Okanogan, Washington 98840; South of Round House Highway 97 - P & G Road Okanogan, Washington 98840; Ullrich Pioneer Road Okanogan, Washington 98840; Up Down Rows Crazy Rapids Okanogan, Washington 98840; Old Pears Highway 97 - P & G Road Okanogan, Washington 98840; Organic 20 Knapp Hill Road Okanogan, Washington 98840; Speaks (Malott) N. Malott Road Okanogan, Washington 98840; Veda Poirier Home Place Hwy 153 Okanogan, Washington 98840; Ophir Grade Wakefield Okanogan, Washington 98840; Wakefield Monse River Road Okanogan, Washington 98840; Steve Cox Highway 97 Okanogan, Washington 98840; Roy?s (Monse) Monse River Road Okanogan, Washington 98840; Paslay Grain Elevator Road Okanogan, Washington 98840; Russ Cherokie Conconully Highwy Okanogan, Washington 98840; Swansen Gulch Boyd Loop Road Chelan, Washington 98816; Papalote King Rock Road Okanogan, Washington 98840; Town Plant Highway 97 Okanogan, Washington 98840; Ron Fisher - Cherries HWY 97 N of Brewster Okanogan, Washington 98840; Pool One Gebbers Lane Okanogan, Washington 98840; The Hole Knapp Hill Road Okanogan, Washington 98840; Hayes/MCD Hart Road Okanogan, Washington 98840; 10 Granny - Highway 97 - P & G Road Okanogan, Washington 98848;

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

m. Job Offer Information 13

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

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

Huck Highway 97 - P & G Road Okanogan, Washington 98840; Murray Hwy 153 Okanogan, Washington 98840; Nursery Pioneer Road Okanogan, Washington 98840; Northco Hwy 97 Chelan Washington 98816 Chelan, Washington 98816; Jim Green Highway 17 Okanogan, Washington 98840; Jason House Henny Lane Road Okanogan, Washington 98840; NN Comsat Old Hwy 97 Okanogan, Washington 98840; Old Cherry Knapp Hill Road Okanogan, Washington 98840; Old Pear Knapp Hill Rd. Okanogan, Washington 98840; Joy Mountain Old Hwy 97 Okanogan, Washington 98840; Omak Fisher Conconully Hwy Okanogan, Washington 98840; North Comsat Apples Old Hwy 97 Okanogan, Washington 98840; Old Wick Cherry Comsat Verestar Road Okanogan, Washington 98840; John's House La Grange Road Okanogan, Washington 98840; Orozco King Rock Rd. Okanogan, Washington 98840; North of Camp 3 Highway 97 - P & G Road Okanogan, Washington 98840; Kuceras King Rock Road Okanogan, Washington 98840; Orozco Grain Elevator Road Okanogan, Washington 98840; Pleasant Valley (Malott) Hwy 20 Okanogan, Washington 98840; North of Wick Cherry Crazy Rapids Okanogan, Washington 98840; Knapp North La Grange Road Okanogan, Washington 98840; Lawless Old Highway 97 Okanogan, Washington 98840; Pink Lady Hillside Knapp Hill Rd. Okanogan, Washington 98840; Red/Gala Mix Verestar Road Okanogan, Washington 98840; Oberg Old Highway 97 Okanogan, Washington 98840; Lamoreaux Mountain View Road Okanogan, Washington 98840; Red/Fuji Mix Verestar Road Okanogan, Washington 98840; River Block HWY 97 Okanogan, Washington 98840; Lorenzo's House Old Hwy 97 Okanogan, Washington 98840; Old Summers One Gebbers Lane Okanogan, Washington 98840; Rhinehart Brewster Flat Okanogan, Washington 98840; Lightning Hawk Hwy 153 Okanogan, Washington 98840; Rocks Highway 97 - P & G Road Okanogan, Washington 98840; Oregon 10 Highway 97 - P & G Road Okanogan, Washington 98840; Lower Orchard La Grange Road Okanogan, Washington 98840; Rodeo, Hanford King Rock Road Okanogan, Washington 98840; Rocks Knapp Hill Road Okanogan, Washington 98840; Parsons Highway 17 Okanogan, Washington 98840; Lower Hillside Knapp Hill Rd. Okanogan, Washington 98840; Ryan 40 Highway 97 - P & G Road Okanogan, Washington 98840; Rodeo Point Cherry King Rock Road Okanogan, Washington 98840; Mary Cooper Highway 97 Okanogan, Washington 98840; Pole Trees Brewster Flat Okanogan, Washington 98840; Madden (B-Port) Jack Wells Road Okanogan, Washington 98840; Scarlett 20 Knapp Hill Road Okanogan, Washington 98840; Ryan 20 Highway 97 - P & G Road Okanogan, Washington 98840; McKie Mountain Cherries 2065 Old Hwy 97 Okanogan, Washington 98840; Repo 40 Max Goehry Road Okanogan, Washington 98840; Sick 10 Highway 97 - P & G Road Okanogan, Washington 98840; Saul Blossom Lane Okanogan, Washington 98840; Maverick - Roys Old Highland Road Douglas, Washington 98840; Neff Hwy 153 Okanogan, Washington 98840; Robinson Wakefield Road Okanogan, Washington 98840; Solid Fuji Wire Knapp Hill Rd. Okanogan, Washington 98840; Shrable Old Highway 97 Okanogan, Washington 98840; Monse Monse Bridge Road Okanogan, Washington 98840; Rodeo Camp King Rock Road Okanogan, Washington 98840; South Comsat Cherries Verestar Road Okanogan, Washington 98840; Soccer Field Highway 97 - P & G Road Okanogan, Washington 98840; North Knapp Hill Road Okanogan, Washington 98840; Nickell King Rock Road Okanogan, Washington 98840; Russ Conconuilly Conconully Highwy Okanogan, Washington 98840

n. Job Offer Information 14

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

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

Hodgson Duck Lake Road Okanogan, Washington 98840; Henderson Lease Hwy 17 Okanogan, Washington 98840; Ed's House Monse River Road Okanogan, Washington 98840; Hitchner (Malott) N. Malott Road Okanogan, Washington 98840; Howard Reds Highway 97 - P & G Road Okanogan, Washington 98840; Fertilizer Tanks Highway 97 Okanogan, Washington 98840; Hilltop 24 HWY 97 Okanogan, Washington 98840; Hospital Old Hwy 97 Okanogan, Washington 98840; Entrance to Snyder La Grange Road Okanogan, Washington 98840; Japanese Trailer Hospital Way Okanogan, Washington 98840; Franco's House Old Hwy 97 Okanogan, Washington 98840; Isensee Henny Lane Road Okanogan, Washington 98840; Honda Bowls Old Hwy 97 Okanogan, Washington 98840; John Brown St Hwy 97 Ellisford Okanogan, Washington 98840; Fisher Omak Conconully Highwy Okanogan, Washington 98840; JN Block HWY 97 N of Brewster Okanogan, Washington 98840; Gebbers Farms Cherries N. Crazy Rapids Rd. Okanogan, Washington 98840; Indian 13 Knapp Hill Road Okanogan, Washington 98840; Kernan Hart Road Douglas, Washington 98840; Kenoyer Swanson Gulch Road Chelan, Washington 98840; Fulford King Rock Rd. Okanogan, Washington 98840; Grain Elevator 25985 Hwy 97 Okanogan, Washington 98840; Lamberton North Star Road Okanogan, Washington 98840; Kyle Monse River Road Okanogan, Washington 98840; Jenkins Max Goehry Road Okanogan, Washington 98840; Goehry Block Max Goehry Road Okanogan, Washington 98840; Lawson Old Highway 97 Okanogan, Washington 98840; Gregorio's House Old Hwy 97 Okanogan, Washington 98840; Layton Old Highway 97 Okanogan, Washington 98840; Johnny's House Santina Lane Okanogan, Washington 98840; Gravel Pit Highway 97 - P & G Road Okanogan, Washington 98840; Lower and Upper GVL Chinook Road Brewster Flat Okanogan, Washington 98840; Lorz Jack Wells Road Okanogan, Washington 98840; Knapp South La Grange Road Okanogan, Washington 98840; Canyon Cherries Knapp Hill Rd. Okanogan, Washington 98840; Mac + Ed Linder Boyd Loop Road Chelan, Washington 98840; Luke's LSE Monse River Road Okanogan, Washington 98840; Hansen #2 Old Highway 97 Okanogan, Washington 98840; Larry Green Highway 97 - P & G Road Okanogan, Washington 98840; Maverick - Home 75 Mountain View Okanogan, Washington 98840; Maverick - Brock Old Highland Road Douglas, Washington 98840; Hi-Low Baker Johnson Creek Road Okanogan, Washington 98840; Lopez Block HWY 173 Douglas, Washington 98840; Mix 10 Highway 97 - P & G Road Okanogan, Washington 98840; Heintz HWY 97 Okanogan, Washington 98840; Mitchell Jack Wells Road Okanogan, Washington 98840; Lower Joe Boyd Loop Road Chelan, Washington 98840; New Hillside South Knapp Hill Road Okanogan, Washington 98840; Hinger Old Highway 97 Okanogan, Washington 98840; New DNR Hillside Crazy Rapids Okanogan, Washington 98840; Hilltop 100 HWY 97 Okanogan, Washington 98840; North Booster Knapp Hill Road Okanogan, Washington 98840; Marcellay Cameron Lake Road Okanogan, Washington 98840; North 50 La Grange Road Okanogan, Washington 98840; Horace Smith Max Goehry Road Okanogan, Washington 98840; North Feed lot Crazy Rapids Okanogan, Washington 98840; Mckie Area/ Behind Franco Old Hwy 97 Okanogan, Washington 98840; North Diesel Knapp Hill Road Okanogan, Washington 98840; Holt Max Goehry Road Okanogan, Washington 98840; North of Round House Highway 97 - P & G Road Okanogan, Washington 98840; Indian Block HWY 97 Okanogan, Washington 98840; North of Larry Green Highway 97 - P & G Road Okanogan, Washington 98840

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

o. Job Offer Information 15

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

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

Danny McKie Highway 97 - P & G Road Okanogan, Washington 98840; Bridgeport - BIA Lease Hwy 17 Okanogan, Washington 98840; Dent Rat Lake Road Okanogan, Washington 98840; DNR - Solid Granny - North Comsat Verestar Road Okanogan, Washington 98840; Divis Max Goehry Road Okanogan, Washington 98840; Camp 3 Highway 97 - P & G Road Okanogan, Washington 98840; DNR - North Circle Corner N. Comsat Rd. Okanogan, Washington 98840; Carter Monse River Road Okanogan, Washington 98840; DNR Rome Hole North Comsat Road Okanogan, Washington 98840; DNR North of Tradup North Comsat Road Okanogan, Washington 98840; DNR Pine Tree North Comsat Road Okanogan, Washington 98840; Chapman (Bar) Hwy 173 Douglas, Washington 98858; Duck (Cherries) Crandal Road Okanogan, Washington 98840; DNR South of GF Cherry North Comsat Road Okanogan, Washington 98840; Columbia View Orchard ? Larry Poirier HWY 97 S of Brewster Okanogan, Washington 98840; Dowell Highway 17 Okanogan, Washington 98840; East Fill Verestar Road Okanogan, Washington 98840; Cox Below Tracks Monse River Road Okanogan, Washington 98840; Dump King Rock Road Okanogan, Washington 98840; East Feed Lot Crazy Rapids Okanogan, Washington 98840; Cusick Highway 20 Okanogan, Washington 98840; East/West Rows Verestar Road Okanogan, Washington 98840; East Flat 40 - Old Gala/Scarletts Verestar Road Okanogan, Washington 98840; East of Wick Cherries Verestar Road Okanogan, Washington 98840; Danna?s Gold Lane Okanogan, Washington 98840; Deer Farm La Grange Road Okanogan, Washington 98840; Entrance to P & G Highway 97 - P & G Road Okanogan, Washington 98840; Entrance to Knapp La Grange Road Okanogan, Washington 98840; Eder 1 Eder Road Okanogan, Washington 98840; Diesel Tank Knapp Hill Road Okanogan, Washington 98840; Fisher Lease Wakefield Road Okanogan, Washington 98840; First 20 Highway 97 - P & G Road Okanogan, Washington 98840; DNR - Comsat Mountain Verestar Road Okanogan, Washington 98840; Esqcure Estate Baseline Road Okanogan, Washington 98840; DNR East of Lagoon North Comsat Road Okanogan, Washington 98840; Front Knapp Hill Road Okanogan, Washington 98840; French Highway 97 - P & G Road Okanogan, Washington 98840; DNR Old Fill North Comsat Road Okanogan, Washington 98840; Flat 40 Verestar Road Okanogan, Washington 98840; Glessner Blossom Lane Okanogan, Washington 98840; Gene Orozco (Town) West Indian Ave Okanogan, Washington 98840; DNR South Lagoon North Comsat Road Okanogan, Washington 98840; Gamble Goehry Road Okanogan, Washington 98840; DNR Winter Damage North Comsat Road Okanogan, Washington 98840; Grants House Highway 97 Okanogan, Washington 98840; Granny Highway 97 Okanogan, Washington 98840; Dump One Gebbers Lane Okanogan, Washington 98840; Graevelle La Grange Road Okanogan, Washington 98840; Hansen Old Highway 97 Okanogan, Washington 98840; Groeneveld Old Highway 97 Okanogan, Washington 98840; E. of Stern Golden Lane Okanogan, Washington 98840; Gravel Pit Bin Pile Highway 97 - P & G Road Okanogan, Washington 98840; Heath and Beacon Max Goehry Road Okanogan, Washington 98840; East Fill Knapp Hill Road Okanogan, Washington 98840; Hayfield Highway 17 Okanogan, Washington 98840; East of Pears Highway 97 - P & G Road Okanogan, Washington 98840; Harmon Hwy 17 Okanogan, Washington 98840; Hilltop West HWY 97 Okanogan, Washington 98840; Highway 17 Highway 17 Okanogan, Washington 98840; Elwell Brewster Flat Okanogan, Washington 98840

p. Job Offer Information 16

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Additional worksites Cascade Holdings Group: |
|---|---|---|---|

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

South Pit Highway 97 - P & G Road Okanogan, Washington 98840; South of Larry Green Highway 97 - P & G Road Okanogan, Washington 98840; Star Ranch Highway 97 Okanogan, Washington 98840; Spartans Highway 97 - P & G Road Okanogan, Washington 98840; Stivers Highway 97 Okanogan, Washington 98840; Stern Golden Lane Okanogan, Washington 98840; Swanson Gulch Manson Hwy Chelan, Washington 98816; SW Hillside Knapp Hill Road Okanogan, Washington 98840; Town Paradise Hill Road Okanogan, Washington 98840; The 80 Highway 97 - P & G Road Okanogan, Washington 98840; Tumbleweed Jack Wells Road Okanogan, Washington 98840; Triangle Goldens Knapp Hill Road Okanogan, Washington 98840; Valley Blocks Ski Hill Drive Chelan, Washington 98816; Upper Columbia View Orchard HWY 97 S of Brewster Okanogan, Washington 98840; DNR Below Tracks North Comsat Road Okanogan, Washington 98840; Circle Corner Verestar Road Okanogan, Washington 98840; Town Granny 25985 Hwy 97 Okanogan, Washington 98840; North Fill Station - Long Rows Verestar Road Okanogan, Washington 98840; 25985 hwy 97 Brewster, Washington 98840; Round House Highway 97 - P & G Road Okanogan, Washington 98840; Triangle Reds Knapp Hill Road Okanogan, Washington 98840; Tradeup Monse Bridge Road Okanogan, Washington 98840; Upper PUD Highway 97 - P & G Road Okanogan, Washington 98840; Up Down Rows Crazy Rapids Okanogan, Washington 98840; DNR Below Road North Comsat Road Okanogan, Washington 98840; Wakefield Monse River Road Okanogan, Washington 98840; Ron Fisher - Cherries HWY 97 N of Brewster Okanogan, Washington 98840; Hawkins Hse Grain Elevator Road Okanogan, Washington 98840; Russ Cherokie Conconully Highwy Okanogan, Washington 98840; North Gravel Pit Highway 97 - P & G Road Okanogan, Washington 98840;

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

q. Job Offer Information 17

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

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

Cascade Holdings Group: Poirier (Cherries) Blossom Lane Okanogan, Washington 98840; Tracy's House Crazy Rapids Okanogan, Washington 98840; Triangle Reds Knapp Hill Road Okanogan, Washington 98840; Reynolds Highway 97 - P & G Road Okanogan, Washington 98840; Tumbleweed Jack Wells Road Okanogan, Washington 98840; Ullrich Pioneer Road Okanogan, Washington 98840; Renner HWY 97 Okanogan, Washington 98840; Upper PUD Highway 97 - P & G Road Okanogan, Washington 98840; Valley Blocks Ski Hill Drive Chelan, Washington 98816; Veda Poirier Home Place Hwy 153 Okanogan, Washington 98840; Robinson LSE Wakefield Road Okanogan, Washington 98840; DNR Below Road North Comsat Road Okanogan, Washington 98840; River Plaza Hwy 97 Okanogan, Washington 98840; DNR Below Tracks North Comsat Road Okanogan, Washington 98840; Roy?s (Monse) Monse River Road Okanogan, Washington 98840; Rodeo Point Apples King Rock Road Okanogan, Washington 98840; North Gravel Pit Highway 97 - P & G Road Okanogan, Washington 98840; Town Granny 25985 Hwy 97 Okanogan, Washington 98840; Town Plant Highway 97 Okanogan, Washington 98840; Rodeo King Rock Road Okanogan, Washington 98840; Hawkins Hse Grain Elevator Road Okanogan, Washington 98840; Russ Hendrick Conconully Highwy Okanogan, Washington 98840; Hayes/MCD Hart Road Okanogan, Washington 98840; Rolling Hills Verestar Road Okanogan, Washington 98840; Triangle Goldens Knapp Hill Road Okanogan, Washington 98840; Sand Timber Ranch Highway 97 Okanogan, Washington 98840; Upper Columbia View Orchard HWY 97 S of Brewster Okanogan, Washington 98840; Rye Patch Max Goehry Road Okanogan, Washington 98840; Circle Corner Verestar Road Okanogan, Washington 98840; Shaw Old Hwy 97 Okanogan, Washington 98840; Scarlett Hillside Crazy Rapids Okanogan, Washington 98840; North Fill Station - Long Rows Verestar Road Okanogan, Washington 98840; Snyder Knapp Hill Rd. Okanogan, Washington 98840; Round House Highway 97 - P & G Road Okanogan, Washington 98840; Smith (Brewster) King Rock Okanogan, Washington 98840; South Circle Crazy Rapids Okanogan, Washington 98840; South Knapp Hill Road Okanogan, Washington 98840; South Fill Knapp Hill Road Okanogan, Washington 98840; South Diesel Knapp Hill Road Okanogan, Washington 98840;

r. Job Offer Information 18

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

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

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 9 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order and will not be eligible for rehire. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Workers may be assigned a variety of duties on any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any listed crop as assigned by the worker's supervisor.

Demonstration/Instruction: There will be a short demonstration period to familiarize workers with employer procedures regarding proper harvest methods.

All tasks in this job description constitute one (1) job; the employer may assign workers to perform any of these different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers must perform the assigned work, and may not perform duties not included herein (other than work incidental to work described herein) or work in areas not assigned by the orchard manager, foreman, or supervisor. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to.

Workers will perform routine or moderately complex tasks that require limited exercise of judgment and also require basic agricultural experience and familiarization with the employer's methods, practices, and programs. Workers work under close supervision and receive specific instructions on required tasks and result expected.

Workers must possess the requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly, skillfully and safely to perform activities for which they were hired. Workers may not leave trash or other discarded items in work areas or vehicles and must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks.

Workers may never ride on agricultural equipment not designed for work-related riding purposes or any other non-passenger intended equipment. All work related injuries must be immediately reported to the crew leader, foreman, or supervisor. Workers may not engage in horseplay or other disruptive or discourteous behavior at work, in housing or while riding on employer provided transportation. Workers must treat fellow employees and their foremen/supervisor with courtesy and follow their directions/instructions. Workers must comply with attached work rules and other job related work requirements as disclosed.

Full Growing Season Commitment: The job offered requires that workers be available for work for the full season of employment even though work may be slack from time to time throughout the employment period. The Worker may be offered more than the specified hours of work on a single workday during the anticipated hours of work per week, however, the worker will not be required to work more than the number of hours specified in Item A.6.

Daily individual work assignments and crew assignments will be made by and at the sole discretion of the farm manager and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days.

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

s. Job Offer Information 19

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

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

The employer reserves the right to arrange charter or other return transportation. The reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the employer for any damages, injuries, and personal or property losses.

The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete INS Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons.

Daily subsistence reimbursement will be paid to workers who are eligible for reimbursement of costs in transit in accordance with the regulation at 20 CFR 655.122(h)(1-2), which refers to 20 CFR 655.173(a). Reimbursement is capped at $14.00 for each full day in transit if the worker does not maintain receipts, up to a maximum of $59.00 per day if the worker provides receipts. It shall be the responsibility of the worker to present receipts for reimbursable transportation or subsistence payments prior to the first pay period.

t. Job Offer Information 20

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

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

US workers eligible for the inbound transportation benefit the employer will reimburse US workers who complete 50 percent of the work contract period and who are beyond commuting distance the reasonable cost of transportation and subsistence from the place from which the worker has departed to the employer's place of employment. The amount of reimbursement for transportation cost will be the lesser of the worker's actual transportation cost from the place from which the worker has departed to the employer's place of employment, or the most economical and reasonable common carrier transportation cost for the distance involved,. The employer reserves the right to arrange charter or other transportation to assure the lowest available transportation cost.

For eligible foreign (H-2A) workers coming from outside the United States, the basis for reimbursement benefit is the place from which the worker departed (the place of recruitment, unless the H-2A worker is transferring to this job from another certified position from within the United States, which will be the point of departure for calculating the reimbursement unless the previous employer has already paid). All other criteria for this benefit is identical, as described in this and the preceding paragraph, for foreign and domestic workers. The employer reserves the right to arrange charter or other transportation to assure the lowest available transportation cost, Workers who do not avail themselves of such transportation, when offered will be reimbursed only the per worker cost of the employer-arranged transportation or the most economical and reasonable common carrier transportation cost for the distance involved, whichever is less.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, the employer will provide the most economical and reasonable common carrier transportation cost for the distance involved, whichever is less, from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer, except when the worker will not be returning to the original place of departure due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker originally departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the employer will not provide or pay for such expenses. For foreign (H-2A) workers who came to work from outside the United States, the basis for the outbound transportation benefit is the place from which the worker, disregarding intervening employment, originally departed to the employer's place of employment. All other criteria for this benefit is identical, as described in this paragraph, for foreign and domestic workers.