*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 * Farm Laborer

| 2. Workers Needed * | a. Total | b. H-2A | Period of Intended Employment | |
|---|---|---|---|---|
| | 35 | 35 | 3. Begin Date * 6/25/2022 | 4. End Date * 9/25/2022 |

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

6. Anticipated days and hours of work per week *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 35 | **a. Total Hours** | 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. 6 : 00 ☑ AM ☐ PM
b. 12 : 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-300-22116-107769 Case Status: Full Certification Determination Date: 05/25/2022 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 *
611 Highway 7

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| TONASKET | Washington | 98855 | Okanogan |

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

Maldonado Orchards: 597 Highway 7 Tonasket, WA 98855
Maldonado Orchards: 1694 Highway 7 Tonasket, WA 98855; 611 Highway 7 Tonasket, WA 98855; 576 Highway 7 Tonasket, WA 98855; 1529 Deerpath DR Oroville, WA 98844; 95 Sawtells Road Oroville, WA 98844; 1612 Highway 7 Oroville, WA; 122 Loomis Oroville Rd, Tonasket, WA 98855
McMillan Orchards: 656 B Loomis Oroville Rd, Tonasket, WA
Inlow Ranch: 21 Inlow Loop Road

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 *
611 Highway 7

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| TONASKET | Washington | 98855 | Okanogan |

| 6. Type of Housing * | 7. Total Units * | 8. Total Occupancy * |
|---|---|---|
| Stick Built Cabins | 2 | 21 |

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)* *

Valle Orchards
Luna Orchards
Maldonado Orchards
Maldonado Orchards LLC

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

## E. Provision of Meals

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

The employer will furnish cooking facilities, utilities all in working condition and sufficient to prepare 3 meals per day at no cost to employees occupying employer provided housing at all housing locations. ?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.?

| 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 | $ 55 . 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) 429-4556 | hector@mandaorchards.com |

4. Website address (URL) to Apply *
www.worksourcewa.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*C. Daily Transportation*

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

*D. Compliance with Transportation Standards*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 § |
|---|---|---|
| Maldonado | Hector | P |
| 4. Title * | | |
| General Manager | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By Certifying Officer | | 5/3/2022 |

**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 |
|---|---|---|---|---|
| | Fuji Harvest | $ 28 . 26 | Piece Rate | Stem clip; $28.26/bin (47x47x24.5) Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $21.20/hr based on workers filling .75bin/hr on average. Guaranteed $17.41/hr. |
| | Gala Harvest | $ 28 . 26 | Piece Rate | $28.26/bin (47x47x24.5) Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $21.20/hr based on workers filling .75bin/hr on average. Guaranteed $17.41/hr. |
| | Honeycrisp Harvest | $ 31 . 76 | Piece Rate | Stem clip; $31.76/bin (47x47x24.5) Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $23.82/hr based on workers filling .75bin/hr on average. Guaranteed $17.41/hr. |
| | Ambrosia Harvest | $ 28 . 26 | Piece Rate | Stem clip; $28.26/bin (47x47x24.5) Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $21.20/hr based on workers filling .75bin/hr on average. Guaranteed $17.41/hr. |
| | Cosmic Crisp Harvest | $ 28 . 26 | Piece Rate | Stem clip; $28.26/bin (47x47x24.5) Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $21.20/hr based on workers filling .75bin/hr on average. Guaranteed $17.41/hr. |
| | Sugar Bee Harvest | $ 28 . 26 | Piece Rate | Stem clip; $28.26/bin (47x47x24.5) Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $21.20/hr based on workers filling .75bin/hr on average. Guaranteed $17.41/hr. |
| | Granny Smith Harvest | $ 28 . 26 | Piece Rate | $28.26/bin (47x47x24.5) Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $21.20/hr based on workers filling .75bin/hr on average. Guaranteed $17.41/hr. |
| | Dazzle Harvest | $ 28 . 26 | Piece Rate | $28.26/bin (47x47x24.5) Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $28.26/hr based on workers filling 1bin/hr on average. Guaranteed $17.41/hr. |
| | Autumn Glory Harvest | $ 28 . 26 | Piece Rate | Stem Clip;$28.26/bin (47x47x24.5) Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $21.20/hr based on workers filling .75bin/hr on average. Guaranteed $17.41/hr. |
| | Red Delicious | $ 28 . 26 | Piece Rate | Apples - Harvesting -Red Delicious $28.26/bin (47x47x24.5) Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $28.26/hr based on workers filling 1bin/hr on average. Guaranteed $17.41/hr. |

**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 |
|---|---|---|---|---|
| | Golden Delicious | $ 28 . 26 | Piece Rate | $28.26/bin (47x47x24.5) Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $28.26/hr based on workers filling 1bin/hr on average. Guaranteed $17.41/hr. |
| | Anjou Harvest | $ 25 . 04 | Piece Rate | Bin 47"x47"x24.5" Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $25.04/hr based on workers filling 1bin/hr on average. Guaranteed $17.41/hr. |
| | Bartlett Harvest | $ 25 . 04 | Piece Rate | Bin 47"x47"x24.5" Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $25.04/hr based on workers filling 1bin/hr on average. Guaranteed $17.41/hr. |
| | Bosc Harvest | $ 25 . 04 | Piece Rate | Bin 47"x47"x24.5" Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly wage rate equivalent for this piece rate is $25.04/hr based on workers filling 1bin/hr on average. Guaranteed $17.41/hr. |
| | Starkrimson Harvest | $ 25 . 04 | Piece Rate | Bin 47"x47"x24.5" |
| | Cherry - Dark Sweet | $ 00 . 22 | Piece Rate | $.22/lb. Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly rate wage rate equivalent for this piece rate is $20/hr based on workers harvesting 100lbs/hr on average. Guaranteed 17.41/hr. |
| | Cherry - Rainier | $ 00 . 25 | Piece Rate | $.25/lb. Piece rate range will depend on tree density, block, crop yield or conditions. Estimated hourly rate wage rate equivalent for this piece rate is $20/hr based on workers harvesting 80lbs/hr on average. Guaranteed 17.41/hr. |
| | | $ . | | |
| | | $ . | | |
| | | $ . | | |

## 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 § |
|---|---|---|---|---|---|
| M&A Orchards | 31640C HWY 97 Tonasket<br>Tonasket , Washington 98855<br>OKANOGAN | | 6/25/2022 | 9/25/2022 | 5 |
| Maldonado Orchards | 23 Harvest Way<br>Tonasket , Washington 98844<br>OKANOGAN | | 6/25/2022 | 9/25/2022 | 2 |
| Maldonado Orchards | 676 Highway 7<br>Tonasket, Washington 98855<br>OKANOGAN | | 6/25/2022 | 9/25/2022 | 5 |
| Maldonado Orchards | 84 O'Neill Rd<br>Oroville, Washington 98844<br>OKANOGAN | | 6/25/2022 | 9/25/2022 | 5 |
| Maldonado Orchards | 210 S Janis Rd<br>Tonasket, Washington 98855<br>OKANOGAN | | 6/25/2022 | 9/25/2022 | 3 |
| M&A Orchards | 31640C HWY 97 Tonasket<br>Tonasket, Washington 98855<br>OKANOGAN | | 6/25/2022 | 9/25/2022 | 5 |
| Maldonado Orchards | 597 Highway 7<br>Tonasket, Washington 98855<br>OKANOGAN | | 6/25/2022 | 9/25/2022 | 10 |
| Maldonado Orchards | 95 Sawtells Rd<br>Oroville, Washington 98844<br>OKANOGAN | | 6/25/2022 | 9/25/2022 | 5 |
| Maldonado Orchards | 1529 Deerpath Rd<br>Oroville, Washington 98844<br>OKANOGAN | | 6/25/2022 | 9/25/2022 | 5 |
| Bella Vista Orchards | 597 Highway 7<br>Tonasket, Washington 98855<br>OKANOGAN | 28 Frontage Rd | 6/25/2022 | 9/25/2022 | 5 |

## 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 § |
|---|---|---|---|---|---|
| Inlow Angus Ranch | 31 Inlow Loop Road<br>Tonasket, Washington 98855<br>OKANOGAN | | 6/25/2022 | 9/25/2022 | 5 |
| McMillan Orchards | 656B Loomis Oroville RD N/A<br>Tonasket, Washington 98855<br>OKANOGAN | | 6/25/2022 | 9/25/2022 | 5 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



**FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-22116-107769 Case Status: Full Certification Determination Date: 05/25/2022 Validity Period: _____ to _____

## 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 * |
|---|---|---|---|---|---|
| Valle Camp | 24A Sylvester Rd<br>Tonasket, Washington 98855<br>OKANOGAN | Stick Built | 1 | 12 | ☑ Local<br>☑ State<br>☑ Federal |
| Maldonado Camp | 1029 Highway 7<br>Tonasket, Washington 98855<br>OKANOGAN | Stick Built | 3 | 12 | ☑ Local<br>☑ State<br>☑ Federal |
| East Oroville Harvest | 18 SAWTELLS RD, OROVILLE, WA 98844-9518<br>Oroville, Washington 98844<br>OKANOGAN | | 1 | 12 | ☑ Local<br>☑ State<br>☑ Federal |
| Luna & Vega Housing | 31758 Highway 97<br>tonasket, Washington 98855<br>OKANOGAN | Stick Built | 3 | 12 | ☑ Local<br>☑ State<br>☑ Federal |
| Stick Built | 764 C Loomis-Oroville Rd<br>Tonasket, Washington 98855<br>OKANOGAN | MALDONADO HOUSING #3 | 4 | 24 | ☑ Local<br>☑ State<br>☑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |

## 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*) *

General Labor: Under the direction of a crew supervisor, this application encompasses harvest of apples, pears and cherries as well as thinning, pruning, training and other orchard labor. The tree fruit laborer may perform duties from the ground and/ or utilizing a ladder. The tree fruit laborer must possess the ability to pick-up and handle a 10 - 12 ft. orchard ladder. The tree fruit laborer will be assigned work by the supervisor and may perform any of the duties herein. The tree fruit laborer will harvest in a safe, effective manner obeying all work and safety rules, being observant of moving equipment, slip and trip hazards and other potentially dangerous situations, reporting them to supervisors. The tree fruit laborer will report all injuries and use safety procedures while handling ladders.
Cherry Harvest: The worker will hand harvest cherries from the ground and/or utilizing a ladder. The worker will attach the harness, bucket or bag and pick low hanging fruit. The worker will pick according to grade, color and size by grasping fruit with their hands and removing it from the tree in a motion so as not to harm adjacent buds on the tree branches. The worker will carry a harness, bucket or bag of up to 20 lbs. and will place fruit into plastic lugs.
Pear, Nectarine, Peach & Apple Harvest: The worker will hand harvest fruit from the ground and/ or utilizing a ladder. The worker will attach the harness, bucket or bag and pick low hanging fruit. The worker will pick according to grade, color and size by grasping fruit with their hands and removing it from the tree in a motion that will not harm buds on tree branches. The worker will carry the harness, bucket or bag of up to 60 lbs. and will place the fruit into lugs. The worker must exercise care at all times to prevent bruising of fruit or breaking of branches. Some workers may be tasked with examining harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications.
Picking numerous varieties of apples, apricots, cherries, nectarines, peaches and pears according to established company procedures accounting for difference in the treatment of different varieties. Selectively pick only fruit of a certain color and/or size as instructed by the supervisor. Handle fruit carefully and not bruise or damage fruit when it is placed in the bin. Observation of bruised, damaged or cull fruit by the supervisor will result in a bad bin mark and after three bad bin marks, the workers will receive disciplinary action up to and including termination. A bad bin mark occurs when a bin is inspected and a significant number of culls, bruised or damaged are found by the supervisors.
Thinning: The worker will hand thin on a motorized platform, from the ground and/ or utilizing a ladder. The worker will use scissor like clippers to remove small fruit blossoms, buds and/ or identifiable fruit from within a cluster of other fruits. The workers must be able to identify and remove fruit that is misshapen, damaged and/or contains other quality problem.
Training: The worker will hand train fruit trees from the ground and/ or utilizing a ladder. The worker will tie, tape or clip fruit tree limbs to wires; position limbs of fruit trees; shoot thin; remove suckers, thin clusters, position shoots, hedge or remove leaves.
Pruning: The worker will hand prune trees from the ground and/ or utilizing a ladder. The worker will utilize hand shears, hand loppers, hand saws and other equipment. The worker may be required to selectively prune trees of certain size and color as instructed by their supervisor. The worker will identify and remove stubs, broken branches, downward growing branches, branches which rub against each other, shaded interior branches, dead wood, shoots and suckers with various equipment.

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*) *

Pursuant Washington's Paid Family Medical and Leave program, an employee may be eligible for Paid Family and Medical Leave benefits. The employer will withhold from the employee 's wages the maximum amount for the portion of employee premium required under RCW 50A.04, Paid Family and Medical Leave Program.

The employer will deduct a portion of workers' compensation premium from worker pay as specified in Washington law at RCW 51.16.140. The employer will provide workers' compensation covering injury and disease arising out of and in the course of worker's employment, in accordance with Washington State workers? compensation law. Proof of worker's compensation insurance will be provided to the certifying officer prior to the certification date.

## 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*) *

The worker agrees to be available for work and perform the assigned work for the employer through the full period of employment. This job encompasses harvesting of apples, cherries, peaches, pears, nectarines as well thinning, pruning, and training by the worker. The worker will perform duties from the ground and/or utilizing a ladder. The worker must possess the ability to pick up and handle a 10-12 ft orchard ladder weighing up to 40lbs. All other duties assigned under this order are those of the Farm Worker, Diversified Crops, Standard Occupation Classification (SOC): 45-2092 job under Bureau of Labor Statistics.

General Job Specifications:

1.Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established orchard safety guidelines, practices and procedures.

2.Must wear all required and assigned personal protective equipment at all times when required to do so.

3.May drive company vehicles to and from job site.

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*) *

The employer will accept referrals from any source. Candidates are strongly encouraged to register at their nearest employment office (i.e. WorkSource), where they will be apprised of the terms and conditions of employment. Applicants who wish to apply for the job opportunity should apply at the nearest SWA office. (20 CFR 655.152(j)). The SWA will apprise applicants of the material terms and conditions of the employment and will only refer applicants for employment if the applicant indicates that he or sis qualified, able, willing and available for employment. (20 CFR 655.155).

At 603 Highway 7 Tonasket WA 98855 from 8 am to 5 pm, Monday through Friday, for a hiring interview call (509)429.4556. Employer will conduct an interview and if the candidate appears qualified will communicate a hiring decision. Federal law requires that all employees show proof of identity and eligibility to work. The employer complies with the law and will require all employees to provide documentation showing eligibility to legally work in the United States. Only the owners have the authority to hire workers. If you want to recommend someone for hire, please refer that person to Hector Maldonado.

The employer will provide written assurances that it will provide to a H-2A worker, no later than the time at which the worker applies for the visa, or to the worker in corresponding employment no later than on the day work commences a copy of the work contract between the employer and the worker in a language understood by the worker as necessary or reasonable. At minimum, the work contract must contain all the provisions required by departmental regulations at 20 CFR sec 655.122. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of the job order and the certified application for temporary employee certificate will be the work contract.

The employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135. Qualified U.S. workers may apply for the job during the positive recruitment period and through 50% of the contract period. Eligibility for seasonal work will depend upon the applicants qualifications.

Only the General Manager and owners have the authority to hire workers.

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

e. Job Offer Information 5

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

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

1.The Employer or designated worker will provide instructions and general supervision. Workers will be expected to conform to the specific instructions given for each day's work.
2.Workers will be required to attend an orientation on workplace rules, policies and safety information.
3.All work sites covered by this clearance order and all facilities of the employer are drug free work places and living quarters. Workers must not report for work, enter employers' property, or perform service while under the influence of or having used alcohol, marijuana or illegal controlled substances. Workers must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, marijuana, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.
4.Individuals who are not employed by the Employer will not be permitted in or adjacent to the work site.
5.Workers who are eligible for Employer provided housing will have employer arranged transportation from the housing to the worksite.
6. Must possess required physical strength and endurance to repeat the pruning, thinning, training, harvest and other farming processes throughout the workday.
7. Must be able to perform all duties within this job order in a safe manner adhering to all orchard safety guidelines, practices and procedures.
8. Must wear all required and assigned personal protective equipment at all times. Worker must wear proper clothing and footwear. Footwear must be dosed-toed and durable.
9. Workers must use equipment safely at all times and never operate equipment that they are not authorized to use. Workers must wear personal protective equipment (PPE) when applicable. Workers may not use a cellphone or handheld device while operating equipment.
10. Workers are required to attend an orientation on workplace rules, policies and safety information.
11. Workers must follow procedures to ensure safety of the employer's product and workers' health.
12. Workers are expected to be on premises and ready to begin work at the beginning of their scheduled shift.
13. Cell phone use for non work related reasons, during work hours, is prohibited.
14.Non-employees will not be permitted in or adjacent to the work site. Workers arriving to work with non-working children or other non-employees will be sent home.
Field work begins at assigned time shortly after daylight. Work may be preformed during light rain and in high humidity and in freezing or high heat temperatures. The worker may be required to work in the orchard when trees are wet and dew/rain and should have a suitable clothing for variable weather conditions. Workers may lift or load up to 60lbs. All work-related injuries must be immediately reported to the crew leader, foreman, or supervisor.
15. If a worker who is working at piece rate pay fails to earn the Adverse Effect Wage Rate (AEWR) in place at that time and in that location, workers wage will be augmented so that the AEWR is earned for the appropriate time frame. Any given worker whose piece rate pay productivity results in piece rate pay less than AEWR, or who otherwise fails to demonstrate reasonable and diligent efforts in the performance of piece rate pay work may be provided up to three warnings, and be coached/instructed on working faster and more efficiently. Worker may be terminated upon issuance of third warning.

f. Job Offer Information 6

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

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

Employer may terminate a worker for lawful job-related reasons and notify the Job Service local office if the worker: (1) abandons employment (five consecutive workdays of unexcused absence); (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits serious act(s) of misconduct or repeatedly violates the Work Rules; (4) fails, after completing the allowable three day training period or five day trial period (whichever is applicable), to perform in a competent and skillful manner that enables the employer to produce and sell a premium quality product; and/or (5) provides other lawful job-related reasons for termination, including termination of a non-US worker because a US worker becomes available for the job during the employer's recruitment period. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.

Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence.

Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property.

Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination.

Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination.

Workers may not drive any vehicles on employer's property without proper licensing and liability insurance, if required.

Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles.

Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. It is the responsibility of ALL house members to keep the entire unit, including sleeping area, bathroom and kitchen, clean at all times. Kitchen must be cleaned immediately upon completion of meal preparation.

Do not alter or remove batteries from smoke detectors, or repair electrical wiring or devices.

Report any equipment or items that do not operate or are broken; e.g. stoves, heaters, hot water, air conditioning, laundry machines, broken septic, windows, leaks, and drains.

Smoking is not permitted in any of the housing units.

## 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 - undefined |
|---|---|---|---|

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

Workers will/may also:
1.Drive tractors
Under the supervision of a licensed applicator, apply sprays and fertilizers.
? Transport crop and materials to and from local warehouses and packing sheds.
? Irrigate crops and maintain irrigation systems as needed.
? Install, maintain, and repair fencing to protect trees from damage.
? Maintain trellis systems to support proper tree growth.
3.Operate trucks to carry farm equipment, crops and farmworkers
4.Perform general repair of agricultural equipment
5.Pack crops into containers
6. Repair sprinklers on overhead cooling system.
7.Load and unload empty bins by hand and place in orchard.
8. Clean and maintain hand tools, such as pruning hooks, shears, and/or picking bags will be utilized.
9. Provide general labor to assist in 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.
10. 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
11. Care for/monitor trees during growing process- recognize tree disease such as of blighted branches in apples and gummosis in cherries.
12. Farm clean up tasks to include picking up garbage around the orchard, removing old string and wire from trellis and orchard blocks, and other hand tasks.
13. Perform general maintenance, repair, and construction of farm buildings and housing.

Employer attests these workers will be properly trained by their supervisors who has a private applicators license which in the standard pursuant to Washington State Department of Agricultural. Furthermore, their supervisor will be available to ensure that workers understand all chemical label, safety instructions, and application instructions pursuant Washington State Department of Agriculture.

h. Job Offer Information 8

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

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