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

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	150	150	3. Begin Date * 6/1/2022	4. End Date * 7/15/2022

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 *

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

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 2 : 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	$ 00 . 00	Refer 8e. Addtional Crop or Agricultural Activities and Wage offer information

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-300-22117-110175 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

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

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

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

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

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

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

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

See addendum C

C. Place of Employment Information

1. Address/Location *
31996 Hwy 243

2. City *	3. State *	4. Postal Code *	5. County *
Mattawa	Washington	99349	Grant

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

Workers will work between locations throughout period of intended employment as needed on all listed locations.

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 *
2811 W 2ND AVE

2. City *	3. State *	4. Postal Code *	5. County *
Kennewick	Washington	99336	Benton

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Motel	1	120

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)* *

See Addendum C

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.)*

For "Motel" Employer-provided housing, the Employer will provide each Worker with three meals a day. Employer will utilize a licensed and bonded catering business, certified in food handling and preparation. The Employees will be charged $14.00 per day for three meals a day.

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 offer transportation to and from employer provided housing to the work site, at no cost to workers who qualify.
The workers will be picked up at the housing locations; the time of pick-up depends on variable factors, such as weather, field location, job duties, etc. They will be returned to the housing in the same manner after their shift is done; time varying depending on the same factors.

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.)

Employers will accept referrals or applications from any source. The employer will provide a copy of this ETA 790 and Addendums to any job seeker looking for work. Any job seeker wishing to apply for this job opportunity must be fully apprised of the terms and conditions of the ETA 790 and Addendums. SWA may only refer for employment individuals who have been apprised of the material terms and conditions of employment and have indicated, by accepting referral to the job opportunity, that he/she is qualified, able, willing, and available for employment. Applicants can view the job order on the Washington ESD website at: https://www.WorkSourceWA.com. Candidates may apply in person at 320 N. Johnson St. Suite 800, Kennewick, WA 99336 Monday through Friday from 8:00 am-4:30 pm. For a hiring interview over the phone, the applicant may call the Employer at 509-591-0444. Employer will conduct an interview and if the candidate appears qualified will communicate a hiring decision.
Employer will verify, within the time stipulated by the law, the validity of documents provided by workers to demonstrate eligibility to legally work in the United States. Candidates are encouraged to check back with Employer one week prior to the date of need to confirm there have not been any changes to the job opportunity. Candidates referred by the employment office (i.e. WorkSource) should check back with the employment office 9 days and no later than 5 days prior to the date of need to preserve their rights under 20CFR653.501(v) (B). All qualified eligible U.S. workers are encouraged to apply for these jobs during the positive recruitment period and through the 50% of the contract period.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (509) 591-0444	a.larios@evergreen.ag

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 §
Larios	Abraham	
4. Title *		
Managing Owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		4/26/2022

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
	Additional Pay Information	$ 00 . 00	Piece Rate	Any piece rate paid during the duration of the contract period will be in accordance with the AOWL when applicable, unless the AOWL rates are invalidated by changes in regulation, law, or court action. During this contract if the AOWL indicates a change in rates, the employer will change the rate, either up or down, effective on the date the employer is notified of the change by DOL
	Cherry Harvest	$ 17 . 41	Hour	No worker will earn less than the AEWR established posted rates. Chelans .$00.21 lb/ bings$00.21 lb/ Tip Tops (Rainiers)$00.21 lb/ skeenas$00.21 lb/ Black pearls$00.21 lb/ Rainiers$00.21 lb/ Santinas$00.21 lb Estimated hourly wage rate equivalent for the this piece rate is "$17.64/hr based on worker picking 84 lbs/hr on average MIN Hourly Wage $17.41 per hour if piece rate is not met.
	Cherry Pruning	$ 17 . 41	Hour	Cherry Pruning- All variety:$17.41 per hour. No worker will earn less than the AEWR established posted rates.
	Pruning/Thinning	$ 17 . 41	Hour	no worker will earn less than the AEWR established posted rates.
	Tree Training	$ 17 . 41	Hour	No worker will earn less than the AEWR established posted rates.
	Apple Harvest	$ 28 . 26	Piece Rate	No worker will earn less than the AEWR established posted rates Sweet Tango $28.26 (47 X47 X24.5) per bin/ Happi pear$28.26 (47 X47 X24.5) per bin/ Honeycrisp $31.76 (47 X47X24.5) per bin/ Fujis$28.26 (47 X47 X24.5) per bin/ Grannys$28.26 (47 X47 X24.5) per bin. Sweet Tango Estimated hourly wage rate equivalent for the this piece rate is "$18.37/hr based on worker filling .65 bin/hr on average Honey Crisp Estimated hourly wage rate equivalent for the this piece rate is
	Apple Harvest	$ 28 . 26	Piece Rate	"$23.82/hr based on worker filling .75 bin/hr on average. Happi Pear Estimated hourly wage rate equivalent for the this piece rate is "$21.20/hr based on worker filling .75 bin/hr on average Fuji Estimated hourly wage rate equivalent for the this piece rate is "$21.20/hr based on worker filling .75 bin/hr on average Granny Estimated hourly wage rate equivalent for the this piece rate is "$24.87/hr based on worker filling .88 bin/hr on average
	Apple Harvest	$ 28 . 26	Piece Rate	MIN Hourly Wage $17.41 per hour if piece rate is not met.
		$.		
		$.		

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 §
Gold Crown Nursery	31996 Hwy 243 Mattawa, Washington 99349 GRANT		6/1/2022	7/15/2022	150
Gold Crown Nursery	29725-30599 Rd O SW Mattawa, Washington 99349 GRANT		6/1/2022	7/15/2022	150
Gold Crown Nursery	31996 Hwy 243 Mattawa, Washington 98848 GRANT		6/1/2022	7/15/2022	150
Gold Crown Nursery	15010 Road 8 NW Quincy, Washington 98848 GRANT		6/1/2022	7/15/2022	150
Gold Crown Nursery	20500 RD 9 NW Quincy , Washington 98848 GRANT		6/1/2022	7/15/2022	150
Gold Crown Nursery	8538 RD T NW Quincy , Washington 98848 GRANT		6/1/2022	7/15/2022	150

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-22117-110175 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek is 36 hours per week, however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employers control. These periods can occur anytime throughout the season. Starting and ending times may vary according to weather and crop conditions. When this occurs, the employer will give workers advance notice as possible. Starting and ending times will change due to weather and crop conditions. Employer will assign crew leaders that will assist and supervise 10-15 workers each. Employer will do based on housing and transportation, so the group is able to stay together in housing and at work to minimize COVID-19 exposure. For group shelter regulation that have been imposed.

b. Job Offer Information 2

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

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

SOCIAL SECURITY, FEDERAL TAX, cash advances, over payments of wages, any loss due to the employer due to the workers damage or loss of equipment or housing items where it is shown the workers is responsible, any other deductions expressly authorized by the worker in writing. The employer will deduct a portion of workers' compensation premium from workers pay as specified in Washington Law, Employer will deduct when applicable premium required under WA state RCW 20A.04. Paid Family and Medical Leave Program. The employer will provide sick leave beginning on the 90th calendar day after the state of their employment and sick leave will be paid at the employee's normal hourly rate, Unused paid sick leave of 40 hrs or less will be carried over to the following year for those workers returning to employment with the same employer.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

This job requires a minimum of three (3) months of prior verbal agricultural EMPLOYMENT EXPERIENCE, PREFERABLY ON TREE FRUIT SETTINGS. EXTENSIVE SITTING, EXPOSURE TO EXPREME TEMPERATURE, LIFTING REQUIREMENTS OF 60 LBS, REPETIVE
MOVEMENTS, DRUG SCREEN, EXTENSIVE PUSHING AND PULLING, EXTENSIVE WALKING, FREQUENT STOOPING, OT/ HOLIDAY IS NOT MANDATORY. Workers who possess at least one season of previous experience performing the following: Orchard clean-up, Care of young non-producing fruit trees, training of trees, ability to safely handle a 12-foot orchard ladder, workers may be asked to assist with planting thinning pruning harvesting. Care must be taken at all times so as not to damage or bruise fruit. Workers must obey all safety rules and basic instructions and be able to recognize, understand and comply with safety, pesticide warning/ re-entry and other essential postings. Workers will beTraining, Thinning, Pruning, Stripping, and the Harvesting of Cherries and Apples. It also includes hand weeding, suckering, leaf stripping, cluster removal and conopy adjustments in the vineyards. Tying, taping or clipping apples limbs to wire. Tying up or down apple limbs. Training and limb positioning of apple trees. Shoot thinning, sucker removal, cluster thinning, shoot positioning, hedging, or leaf removal. Propping and supporting the tree limbs and apples. While performing all the following duties, workers will be expected to conform to the specific instructions provided each day by the supervisory staff, according to established company procedures accounting for difference in the treatment of different varieties and instructions based on the market, fruit condition and operational demands.
Our supervisors will supervise twelve to fifteen workers throughout a shift. We will be using about ten to twelve supervisors to assist our foremen. The job description is as followed Field Supervisor: Must be able to follow instructions, Work assignments will be made at the sole discretion of the employer. Assign duties such as harvesting locations, picking instructions, assist with training workers in harvesting techniques, make sure all safety rules are being followed at all times, quality control of fruit, check for bruising of fruit in bins, check rows after worker is completed before assigning new row, confer with managers to evaluate weather conditions, inspect crop, review employees' work to evaluate quality and quantity, record time sheets, record keeping and data collection, communicate worker performance to Crew Bosses and Management.

d. Job Offer Information 4

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

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

Disciplina y / o despido: El empleador puede disciplinar y / o despedir al trabajador por razones legales relacionadas con el trabajo y, por lo tanto, notificar a la oficina local de Job Service sobre el despido si el trabajador: a) se niega sin causa justificada a realizar el trabajo para el cual reclutado y contratado, b) cometer actos graves de mala conducta o violaciones graves o repetidas de las Reglas de trabajo. c) amenaza, acosa o intimida a cualquier supervisor, lider de cuadrilla o companeros de trabajo, d) simula o se niega de otro modo sin una causa justificada a realizar segun las instrucciones el trabajo para el cual el Trabajador fue reclutado y contratado; e) proporciona otras razones legales relacionadas con el trabajo para la terminacion del empleo; f) abandona su empleo (5 dias consecutivos de ausencias injustificadas); g) falsifica identificacion, personal, registros medicos, de produccion u otros registros relacionados con el trabajo, h) falla o se niega a tomar una prueba de drogas, o i) comete actos de insubordinacion, j) el empleador puede despedir al trabajador (extranjero o nacional) con notificacion al servicio de empleo si el empleador descubre un historial de condena penal o un estado como delincuente sexual registrado que el empleador crea razonablemente, de conformidad con la ley actual, que perjudicara la seguridad y condiciones de vida de otros trabajadores. La razon mas alla del control del empleador "incluye el despido de los trabajadores, si no es un trabajador estadounidense porque un trabajador estadounidense esta disponible para el trabajo bajo la regla del 50% del DOL. Cada pedido de autorizacion agricola tiene una fecha prevista de inicio y finalizacion, no se puede garantizar el trabajo fuera de este periodo de validez. Los trabajadores deben notificar al empleador antes de terminar voluntariamente su empleo. Todos los salarios adeudados se enviaran a la ultima direccion conocida para los Trabajadores que se vayan sin dar aviso. Es imperativo que los trabajadores proporcionen una direccion completa y precisa al empleador a mas tardar el primer dia de empleo. Estos empleadores tienen una politica de no recontratacion completa. El despido por razones legales relacionadas con el trabajo antes de la fecha de finalizacion especificada que se indica en esta solicitud descalificara al empleado de futuras oportunidades de empleo con este empleador. Los trabajadores que abandonen su empleo sin previo aviso durante el periodo cubierto por este contrato de trabajo seran descalificados de futuras oportunidades laborales con este empleador. La renuncia voluntaria antes de la fecha de finalizacion especificada que figura en esta solicitud puede descalificar al empleado de futuras oportunidades de empleo con este empleador. Para los trabajadores que renuncian voluntariamente a su empleo, el empleador considerara y evaluara las circunstancias especiales y los casos de dificultad, caso por caso. Se requiere que los empleados, sin excepcion, notifiquen al personal de supervision apropiado antes de terminar voluntariamente su empleo para ser considerados y elegibles para la exencion de la politica de no completar - no volver a contratar
Page C.4 of C.7

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

Workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Must be physically able to meet and perform all job specifications stated in job order. Must be able to work in the hot humid weather for extended periods of time. Workers are subject to random drug testing at no cost to the employee. All drug testing will occur after the worker begins his or her employment and is not a part of the interview process. Failing or refusing a drug test will result in immediate termination.

Se puede solicitar a los trabajadores que trabajen en dias festivos federales y en su dia de reposo, pero no se les exigira que lo hagan. Los trabajadores pueden ser voluntarios para trabajar horas adicionales cuando el trabajo este disponible. Si se ofrece a un trabajador y acepta trabajar mas de las horas programadas durante la semana laboral, todavia debe presentarse a trabajar en sus otros dias programados, a menos que los arreglos se aprueben por adelantado con el propietario o supervisor. Elegir trabajar mas horas durante la semana no le excluye de trabajar cada dia de trabajo programado. No reportarse para trabajar en su dia de trabajo programado se contara como una ausencia injustificada. Los solicitantes deben ser capaces de proporcionar referencias de trabajo afirmativas de empleadores recientes que operan operaciones comparables que establecen una experiencia previa aceptable. Debe ser fiscamente capaz de cumplir y realizar todas las especificaciones del trabajo indicadas en el orden del trabajo. Debe ser capaz de trabajar en el clima humedo durante largos periodos de tiempo. Los trabajadores estan sujetos a pruebas aleatorias de drogas sin costo para el empleado. Todas las pruebas de drogas se llevaran a realizar despues de que el trabajador comience su empleo y no sea parte del proceso de entrevista. No haber incurrido o rechazar una prueba de drogas resultara en la terminacion inmediata.

f. Job Offer Information 6

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

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

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the
same crop. Workers will be expected to conform to the specific instructions given for each day's work. The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision. The following definitions are provided to assist all workers with the employer?s work standards. Work/Job Specification Definitions: a) Sloppy: not careful or neat: showing a lack of care, attention, or effort. b) bona fide: made with earnest intent c) earnest: serious in intention, purpose, or effort: d) sustained: continuing for an extended period or without interruption. e) endurance: the ability or strength to continue or last, especially despite fatigue, stress or other adverse conditions. f) efficiently: performing or functioning in the best possible manner with the least waste of time and effort. g) consistently: Same way over a long period of time. Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients? performance and tenure including working team leaders, and drivers.
We are following protocols provided by the CDC, as well as any state or local health requirements. We may also implement additional safety requirements, at our discretion, at any time. Our current safety requirements are as follows:
- Wash your hands as soon as you enter the workplace.
- Wear a face covering that covers your nose and mouth, always, unless you have received specific instruction otherwise.
*****refusal to wear a mask will be cause of termination of employment****
- Stay at least 6 feet away from all other people, always. If a 6-foot distance cannot be maintained, a mask must be worn, even if you are otherwise exempted from that requirement.
- If you cough or sneeze while not wearing a face covering, do so into your elbow or a tissue. Immediately throw away the tissue (if used), promptly wash your hands, and put on a face covering to avoid further exposing those around you.
Illness and Sick Leave
You may be subject to health screening when entering the workplace including daily taking of temperature. Workers may be required to quarantine based on the states requirements.
If you feel any signs of illness, you must stay home. Common symptoms of COVID-19 include fever, chills, cough, shortness of breath, difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion, runny nose, nausea, vomiting, and diarrhea.
Close Contact with an Infected Person
If someone in your household or someone with whom you have had close contact (less than 6 feet) has been diagnosed with COVID-19, including a presumptive diagnosis, contact your supervisor immediately, and before returning to the workplace. Quarantine may be required.

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 - Job Duties - discipline policy

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

discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules. c) threatens, harasses, or intimidates any supervisor, crew leader, or fellow employees, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment (5 consecutive days of unexcused absences); g) falsifies identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, or i) commits acts of insubordination, j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Reason beyond employers control, includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOLs 50% rule. Each Agricultural Clearance order has an intended start and end date, work outside this validity period can not be guaranteed. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have 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 abandon their employment without notice during the period covered by this work agreement 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. Prohibition of charging fees: No workers are allowed to charge other workers any fees PERIOD. This includes kickbacks, bribes, recruitment, attorney, processing, placement fees to include, free labor, or any other type of fee or service. Workers being asked for fees or services should report this immediately to employer. Workers caught charging or requesting fees will be terminated immediately.

h. Job Offer Information 8

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

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

Cherry Harvest: The Worker will attach harness, bucket or bag and picks low hanging fruit while standing on the ground and higher branches while
standing on a ladder. The Worker will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. The Worker will carry harness, bucket or bag of up to 60 lbs. and will place fruit into bins. Care must be
exercised at all times to prevent bruising of fruit or breaking of branches. Some workers may be required to examine harvested fruit in plastic/wooden bins and sort out any fruit not meeting the grade, color and size specifications. Workers must possess ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds.
PRUNING: Pruning numerous varieties of trees according to established company procedures based on the difference in the treatment of different
varieties. Work will be performed on trees for long periods of time using a variety of pruning equipment including but not limited to hand shears, hand loppers, hand saws. Furthermore, the worker must possess ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Pruning may be done from the ground or a ladder up to 12 feet in height or from a motorized platform. The Worker may be required to selectively prune only trees of a certain size and color as instructed by the crew supervisor.
The Worker is expected to possess or acquire pruning skills in order to identify and remove stubs or broken branches, downward-growing branches, branches which rub against each other, shaded interior branches, dead wood and shoots/suckers with hand pruning saws and clippers,mechanized equipment in pruning activities

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Requirements-other terms and conditions

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

Thinning: Thinning is a manual process used to control the size and quality of grown fruit. The Worker must possess the ability to pick up, handle a 10ft or 12ft orchard ladder weighing approximately 40 pounds. Furthermore, the Worker must be able to use scissors lile clippers. This process requires the Worker to remove, in some cases not limited to the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. The Worker will be expected to be able to identify and remove fruit that is misshapen, damaged and/or with other quality problems as directed by supervisors. Thinning may be performed from a motorized platform and/or from the ground or ladder.
Apples Harvest: The worker will hand harvest apples, this can be performed from a motorized platform and/or from the ground or a ladder. The worker will attach harness, bucket or bag and picks low hanging fruit while standing on the ground and higher branches while standing on a ladder. The worker will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. Some workers may be required to examine harvested fruit in plastic/wooden bins and sort out any fruit not meeting the grade, color, and size specifications. Workers must possess ability to pick up, handle a 10ft or 12ft orchard ladder weighing approximately 40 pounds.

j. Job Offer Information 10

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*) *

Inbound:
For the Workers who complete 50 percent of the work contract, the Employer will either provide transportation and subsistence during transportation, or reimburse the reasonable cost incurred by the Worker for transportation and subsistence during transportation form the place from which the Worker departed to the employers place of employment. In order to comply with the FLSA, the Employer will advance this payment prior to the first paycheck

For the Workers who complete 50 percent of the work contract, the Employer will either provide transportation and subsistence during transportation, or reimburse the reasonable cost incurred by the Worker for transportation and subsistence during transportation from the place from which the Worker departed to the employer's place of employment. In order to comply with the FLSA, the Employer will advance this payment prior to the first paycheck. The Workers who do not complete 50% of the contract will have the advance deducted from their final paycheck. Transportation may be arranged by the employer and could include any of the following, depending on cost efficiency: Bus, Plane, Train; or a combination of the travel means. The Employer will reimburse subsistence during transportation as soon as practical after the Workers arrive. The rate of reimbursement for subsistence during transportation is $14.00 per day if no receipts are offered, up to a maximum of $59.00 per day if the Worker presents receipts as specified in 20 CFR 655.122 (h)(1) and 20 CFR 655.173(a). Employer will provide or pay for reasonable lodging accommodations when applicable. The amount of the daily subsistence payment will be at least as much as the employer would charge the worker for providing three meals a day during employment (if applicable), but in no event less than the amount permitted under sec. 655.173(a), which is $14.00 per day according to Federal Register Volume 84, Number 56 published on Friday, March 20, 2022.
Outbound:
The employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer, pursuant to 20 CFR 655.122(h)(2). The basis for reimbursing the transportation benefit is the place from which the Worker has departed to the Employer's place of employment. All criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers. 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 of the daily subsistence payment must be 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 less than the amount permitted under 655.173(a). Note that the FLSA applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages