



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

**A. Job Offer Information**

1. Job Title * Orchard Worker							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	448	48	3. First Date * 4/1/2023	4. Last Date * 9/27/2023			
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.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
45	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	5	h. Saturday
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 / Estimated Hourly Rate / Special Pay Information \$	
\$ 17.97		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 28.26		Apple Harvest: Red Delicious - All Cultivations, Per Bin (47" x 47" x 24.5") - \$17.97 hourly guarantee. Estimated hourly wage of \$21.20 based upon worker filling 6 bins per 8-hour workday.	
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> 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							

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**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 " <b>NONE</b> " below) See Addendum C			

**C. Place of Employment Information**

1. Place of Employment Address/Location *			
Western Farmland (WF1) - No. 2: Ranch 12 - 3690 Kays Road			
2. City *	3. State *	4. Postal Code *	5. County *
Wapato	Washington	98951	Yakima
6. Additional Place of Employment Information. (If no additional information, enter " <b>NONE</b> " below) *			
All work will be performed on the farm, as incident to or in conjunction with the fixed-site grower's own farming operation. The product being handled is the grower's own product and the product remains in its raw, unmanufactured state at all times.			
7. Is a completed <b>Addendum B</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? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

**D. Housing Information**

1. Housing Address/Location *			
770 Lateral B Rd., Units 1-10, 11 - 15, 16 - 20			
2. City *	3. State *	4. Postal Code *	5. County *
Wapato	Washington	98951	Yakima
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		20	320
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

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**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per 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.)

Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. The employer: \*

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

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.)

Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-local workers, employer arranges/provides inbound transportation via common carrier mode of transportation (e.g., bus or plane) and reimburses workers for daily subsistence and reasonable lodging costs, if applicable. Use of employer-offered transportation is voluntary.

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

\$ 15 . 46

per day \*

b. no more than

\$ 59 . 00

per day with receipts

**G. Referral and Hiring Instructions**



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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.)

Employer accepts referrals and applicants from all sources. Interview required. Employer conducts interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in-person. Contact Employer Monday through Friday during the hours of 9:00 AM - 5:00 PM PT If unavailable, contact employer's agent during the hours of 6:00 AM - 2:00 PM PT.

Employer Agent:  
MAS Labor H2A, LLC  
(434) 260-8833  
referrals@maslabor.com

Referring State Workforce Agency (SWA) responsible for informing applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact employer or employers agent to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

To be eligible for employment, applicants must:

1. Be able, willing, and available to perform the specified job duties for the duration of the contract period;
2. Have been apprised of all material terms and conditions of employment;
3. Agree to abide by all material terms and conditions of employment;
4. Be legally authorized to work in the United States; AND
5. Satisfy all minimum job requirements.

2. Telephone Number to Apply \*  
+1 (509) 452-0702

3. Extension §  
N/A

4. Email Address to Apply \*  
hr@ag-mg.com

5. Website Address (URL) to Apply \*  
N/A

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 part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. 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 part 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 places of employment for which the employer is requesting temporary agricultural 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 or secure housing for the 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, and/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 or public housing 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, and/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 employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
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), .210(d), or .302(c).



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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). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

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 came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. 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 be 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 place of employment to such subsequent employer's place of employment, 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 place of employment to such subsequent employer's place of employment, 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 employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 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 place(s) of employment 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 500.104 or 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).





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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 CFR 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. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). 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), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, 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 wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if 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, 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 guarantees 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, the 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 U.S. 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 after the worker fails to show up for work at the regularly scheduled time 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 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



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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 place of employment 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 place of employment to the subsequent employer's place of employment. 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 or who does not require a visa for entry to the United States, 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 work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 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 first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email 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 first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first 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 first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(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/or 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 * Berndt	2. First (given) name * Evan	3. Middle initial §
4. Title * H-2A Manager		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/14/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Apple Harvest: Granny Smith – All Cultivations	\$ 28 26	Piece Rate	Per Bin (47" x 47" x 24.5") - \$17.97 hourly guarantee. Estimated hourly wage of \$17.66 based upon worker filling 5 bins per 8 -hour workday.
	Apple Harvest: Gala – All Cultivations	\$ 28 26	Piece Rate	Per Bin (47" x 47" x 24.5") - \$17.97 hourly guarantee. Estimated hourly wage of \$17.66 based upon worker filling 5 bins per 8 - hour workday.
	Apple Harvest: Fuji – All Cultivations	\$ 28 26	Piece Rate	Per Bin (47" x 47" x 24.5") - \$17.97 hourly guarantee. Estimated hourly wage of \$17.66 based upon worker filling 4 bins per 8 - hour workday.
	Apple Harvest: Honey Crisp – All Cultivations	\$ 31 76	Piece Rate	Per Bin(47" x 47" x 24.5") - \$17.97 hourly guarantee. Estimated hourly wage of \$11.91 based upon worker filling worker filling 3 bins per 8 - hour workday.
	Apple Harvest: Cosmic Crisp	\$ 28 26	Piece Rate	Per Bin - \$17.97 hourly guarantee. Estimated hourly wage of \$17.66 based upon worker filling 5 bins per 8 - hour workday.
	Apple Harvest: Pink Lady - All Cultivations	\$ 30 00	Piece Rate	Per Bin (47" x 47" x 24.5") - \$17.97 hourly guarantee. Estimated hourly wage of \$15.00 based upon worker filling 4 bins per 8 - hour workday.
	Cherry Harvest: Red Cherry - All Cultivations	\$ 06 30	Piece Rate	per 30 lb. lug - \$17.97 hourly guarantee. Estimated hourly wage of \$27.56 based upon worker filling 35 lugs per 8 - hour workday.
	Cherry Harvest: Yellow Cherry – All Cultivations	\$ 04 20	Piece Rate	per 20 lb. lug- \$17.97 hourly guarantee. Estimated hourly wage of \$15.75 based upon worker filling 30 lugs per 8 - hour workday.
	Non-Harvest Activities: Tree Training (all varieties)	\$ 00 03	Piece Rate	\$0.03 - \$1.50 per tree - Varies due to the size of the tree being trained and the amount of branches that need to be trained.- \$17.97 hourly guarantee.
	Non-Harvest Activities: Pruning (all varieties)	\$ 00 10	Piece Rate	\$0.10 - \$1.00 per tree - Requires the worker to prune branches that are shading fruit, often times only requiring one or two cuts per tree. However, in most cases, multiple cuts are required.- \$17.97 hourly guarantee. Estimated hourly wage of \$15.83 based upon worker productivity and tree conditions, such as number of limbs shading fruit.

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Non-Harvest Activities: Hand Thinning (all varieties)	\$ 00 10 \$ ____ . ____	Piece Rate	\$0.10 - \$4.50 per tree - Ranges from thinning young trees with minimal fruit to older more established trees with maximum yield potential.- \$17.97 hourly guarantee. Estimated hourly wage of \$13.50 - \$15.83 based upon worker productivity and tree conditions, such as size and age.
		\$ ____ . ____		
		\$ ____ . ____		
		\$ ____ . ____		
		\$ ____ . ____		
		\$ ____ . ____		
		\$ ____ . ____		
		\$ ____ . ____		
		\$ ____ . ____		
		\$ ____ . ____		

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Manulife Investment Management - Farmland Management Services, Inc.	Western Farmland (WF1) - No. 8: Ranch 19 - 441 Williamson Road South Sunnyside, Washington 98944 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Western Farmland (WF1) - No. 19: Ranch 31 - 610 Glacier Drive Zillah, Washington 98953 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Western Farmland (WF1) - No. 21: Ranch 33 - 3500 Kays Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Western Farmland (WF1) - No. 30: Ranch 42 - 3440 Konnowac Pass Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Western Farmland (WF1) - No. 31: Ranch 43 - 181 Lateral A Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Western Farmland (WF1) - No. 32: Ranch 44 - 1405 Yakima Valley Highway Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Western Farmland (WF1) - No. 34: Ranch 46 - 301 Gangle Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Western Farmland (WF1) - No. 42: Ranch 54 - 471 E Parker Heights Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 3: Ranch 14 - 560 Lateral B Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 4: Ranch 15 - 411 Lateral B Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48

**D. Additional Housing Information**

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 5: Ranch 16 - 3261 Lombard Loop Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 6: Ranch 17 - 562 Lateral B Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 7: Ranch 18 - 560 Lateral B Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 8: - Ranch 19 - 441 Williamson Road North Sunnyside, Washington 98944 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 9: Ranch 20 - 1503 Lateral B Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 10: Ranch 21 - 560 Lateral B Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No 11: Ranch 22 - Lateral A Road & Evans Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 13: Ranch 25 - 3850 Lateral B Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 14: Ranch 26 - 1715 E Houghton Road Outlook, Washington 98938 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 15: Ranch 27 - Lateral B Road & Evans Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 16: Ranch 28 - 550 Maires Road Outlook, Washington 98938 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 18: Ranch 30 - 2581 Houghton Road Zillah, Washington 98953 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 20: Ranch 32 - 1332 Kays Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 22: Ranch 34 - 4721 Konnowac Pass Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 23: Ranch 35 - 831 E Parker Heights Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 24: Ranch 36 - 3500 Cheyne Road Zillah, Washington 98953 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 25: Ranch 37 - 301 Henderson Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 29: Ranch 41 - 1503 Lateral B Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 33: Ranch 45 - 981 Henderson Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 35: Ranch 47 - 292 Highline Drive Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 36: Ranch 48 - 399 Coe Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 37: Ranch 49 - Lateral A Road & W Wapato Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 38: Ranch 50 - 2850 Kays Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 39: Ranch 51 - 531 Henderson Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 40: Ranch 52 - 3360 Nightingale Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 41: Ranch 53 - 3735 Lombard Loop Road Zillah, Washington 98953 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 43: Ranch 55 - 471 E Parker Heights Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	King Harvest (KHA) - No. 44: Ranch 56 - 4720 Konnowac Pass Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	John Hancock Life and Health Insurance Co (JHH) - No. 46: Ranch Grant 24 - 16275 SW Rd 24 Mattawa, Washington 99349 GRANT		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	John Hancock Life and Health Insurance Co (JHH) - No. 52: Ranch Yakima Alexander - 771 Alexander Ext Grandview, Washington 98930 YAKIMA		4/1/2023	9/27/2023	48

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Manulife Investment Management - Farmland Management Services, Inc.	John Hancock Life Insurance Co of New York (JNY) - No. 48: Ranch Grand K-K - 23078-23264 Rd K SW Mattawa, Washington 99349 GRANT		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	John Hancock Life Insurance Co of New York (JNY) - No. 50: Ranch Grand K-Robinson - 480 Robinson Rd Grandview, Washington 98930 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	John Hancock Life Insurance Co of New York (JNY) - No. 51: Ranch Grant K-Hess - 98902 W Hess Rd Prosser, Washington 99350 BENTON		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	John Hancock Life Insurance Co of New York (JNY) - No. 55: Ranch Grant K-Cheyne - 3242 Cheyne Rd Zillah, Washington 98953 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	John Hancock Life Insurance Co of New York (JNY) - No. 59: Ranch Grant K-H - 7678 Rd 10.5 SE Othello, Washington 99357 ADAMS		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	John Hancock Life Insurance Company (JUS) - No. 49: Ranch Grant L Rd - 11901 SW Rd 25 Mattawa, Washington 99349 GRANT		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	John Hancock Life Insurance Company (JUS) - No. 53: Ranch Benton Snipes - 165804 W Snipes Rd NW Grandview, Washington 98930 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	John Hancock Life Insurance Company (JUS) - No. 54: Ranch Yakima Highland - 3001 Highland Dr Zillah, Washington 98953 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	John Hancock Life Insurance Company (JUS) - No. 56: Ranch Yakima Price - 4830 N. Outlook Rd Outlook, Washington 98953 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Goose Pond Ag Inc (GPA) - No. 57: Ranch Walla Walla 124 - 1951 Island View Rd Burbank, Washington 99323 WALLA WALLA		4/1/2023	9/27/2023	48

**D. Additional Housing Information**

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Manulife Investment Management - Farmland Management Services, Inc.	Texas Municipal Plan Consortium, LLC (TMPC) - No. 47: Ranch Grant 46/51 - 4651 Rd G Mattawa, Washington 99349 GRANT		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Premier Partners IV, LLC (PP4) - No. 58: Ranch Franklin Oasis - 3471 Taylor Flats Rd Pasco, Washington 99301 FRANKLIN		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Western Farmland (WF1) - No. 26: Ranch 38 - Konnowac Pass Road & Brooks Road Wapato, Washington 98951 YAKIMA		4/1/2023	9/27/2023	48
Double Eagle LLC	Double Eagle, LLC - 750 Potter Rd. Tieton, Washington 98957 YAKIMA		4/1/2023	9/27/2023	48
Whistle Pig LLC	Whistle Pig Ranch - 960 Rudd Rd. Tieton, Washington 98947 YAKIMA		4/1/2023	9/27/2023	48
Whistle Pig LLC	Whistle Pig Ranch - 1042 Mahoney Rd. Yakima, Washington 98908 YAKIMA		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Grant 23 SW - 17773 Road 23 SW Mattawa, Washington 99349 GRANT		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	Grant R - 17773 Road R Mattawa, Washington 99349 GRANT		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	3975 Frenchman Hills Road Royal City, Washington 99357 GRANT		4/1/2023	9/27/2023	48
Manulife Investment Management - Farmland Management Services, Inc.	8488 Road D SW Royal City, Washington 99357 GRANT		4/1/2023	9/27/2023	48

**D. Additional Housing Information**



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**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
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Crops/Commodities: apples, cherries. This job requires a minimum of three months prior experience working in outdoor harvesting of fruits or vegetables, handling manual tasks associated with fruit production and harvest activities. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. Workers must be able to perform all work activities with accuracy and efficiency. Primary tasks will be thinning, tree training, summer pruning, harvesting of tree fruit and general orchard work. General Workers will perform any of the following duties: Orchard clean-up or clearing, planting trees, building and/or repairing tree trellises, removal of strings and wire from trellises and other hand tasks, including placement of pheromone lures in the orchard. Care of young non-producing fruit trees, including weeding, hoeing, tree trunk painting, and growth modification by hand or clipping. Training of apple and cherry trees to trellises including clipping and tying limbs and/or shoots to the wire. Must be able to train trees to trellis without constant management supervision. Propping and tying of apple, cherry trees and limbs. Training and limb positioning of apple peach, nectarine, apricot and cherry trees. Installation and repair of bird netting and shade cloth. Use power equipment including but not limited to: 4-wheelers, ATVs, tractors, planters, mowers, plows, sprayers, cultivators, power shears, chain saws, high lifts, fork lifts, skid loaders. Must operate agricultural equipment safely, with or without direction. Apply pesticides, herbicides, fungicides, and other crop protectants. Mix and apply fertilizers, plant growth chemicals, conditioners, and other plant related treatments at the correct times depending on plant type, growth, climate and crop conditions. Thinning Hand thinning of apple, peach, nectarine, apricot and cherry trees to ensure proper fruit load on the tree. Thinning is a manual process used to control the size and fruit quality of grown fruit. Workers will be given appropriate training by supervisors. The ability to pick up, use and safely handle up to a 10 foot orchard ladder weighing approximately 40 lbs. is necessary for performance of thinning tasks. This process requires the worker to be able to appropriately remove the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. Workers will be expected to be able to identify and remove fruit that is abnormal, damaged and/or have other quality problems as directed by supervisors. Pruning Pruning numerous varieties of apple, cherry trees according to established company procedures based on the difference in the treatment of different varieties. Work will be performed on trees for long periods of time using a variety of pruning equipment including hand shears, hand loppers, and hand saws. Pruning may be done from the ground or a ladder up to 10 feet in height or from a motorized platform. Workers pruning apple trees may be required to selectively prune only trees of a certain size as instructed by the crew boss. Careful pruning requires knowledge of what to prune, how much to prune and fruit trees' growth habits. The primary reason for pruning fruit trees is to improve fruit quality and thus increase crop marketability and value. Harvest - Apples: Maximization of fruit quality is of paramount importance. Different varieties of apples will be picked according to established company procedures based on the end use (spot picking for fresh; small percentage of culls for processing.) Workers must be able to differentiate between colors accurately in order to perform color-specific picking. Workers will use a picking bag or basket and ladders up to 10 ft. in length and will carefully place picked fruit in bins.			

*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
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> <b>DEDUCTIONS.</b> Employer makes all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of wage advances and/or loans, health insurance premiums, retirement plan contributions, and/or third-party payments or wage assignments for products or services furnished for the worker's benefit or convenience. All deductions comply with the Fair Labor Standards Act (FLSA) and applicable state law. Employer may deduct reasonable repair costs if the worker is found to be responsible for damage to housing beyond normal wear and tear. Employer may charge worker for reasonable cost of damages to property 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.			

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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

c. Job Offer Information 3

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * This job requires a minimum of three months prior experience working in outdoor harvesting of fruits or vegetables, handling manual tasks associated with fruit production and harvest activities. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. Workers must be able to perform all work activities with accuracy and efficiency. Saturday work required. Must be able to lift/carry 60 lbs. Employer-paid post-hire drug/alcohol testing is required upon reasonable suspicion of use and after a worker has an accident at work.			

d. Job Offer Information 4

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Employer provides incidental transportation between worksites at no cost to workers. For workers residing in employer-provided housing, employer also provides free daily transportation to and from the worksite, and weekly transportation to closest town/city for personal errands (e.g., groceries, banking services). Exact transportation schedule varies depending on work location, work/weather conditions, and other factors, but shall occur within a reasonable time before/after workday begins/ends.			

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**





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**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 Continued 2
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Worker alternately stands and walks while performing essential functions, but a chair can be provided for worker to take breaks, as needed.</p> <p>Orchard Cleanup: Walks through orchards and properties with a garbage bag and Reacher (trash grabber) if needed, picking up garbage.</p> <p>Will also be assigned to collect loose pallet nails from the ground with a push magnetic nail sweeper.</p> <p>Farm Work Assistant: Engages in light farm work tasks, such as baby tree training, which includes tying tree branches down and installing bamboo supports into the ground to support tree limbs; removing, invasive plants, inspecting fruit trees for signs of poor health, lack of water or damaged limbs; reports any abnormal findings to the supervisor.</p> <p>Fruit checking. Check fruit in bins to ensure proper levels. Ensure optimal level for stacking. Check tickets for placement. Sort/remove unmarketable or damaged fruit from bin by cupping the fruit in hand and discarding.</p> <p>Tree counting. Walk through orchard and count number of trees in row. Requires walking/standing.</p> <p>Equipment washing. Wash equipment with hose and other cleaning tools.</p> <p>Unless otherwise noted, light duty tasks may be performed sitting or standing as needed, may be performed with use of one hand, and do not require use of dominant hand. If lifting is involved, weight will not exceed lifting amount approved by worker's physician.</p> <p>Other requirements</p> <p>Workers with appropriate insurable driver's license may be offered tasks including, but not limited to, the operation of general purpose vehicles to transport equipment from one field location or facility to another within the orchard.</p> <p>Workers who possess a valid FLCE Registration and appropriate license may be required to transport workers.</p> <p>Instructions and overall supervision and direction of workers will be provided by a company supervisor. Workers hired pursuant to this labor certification must be able to comprehend and follow instructions of a company supervisor and communicate effectively to supervisors. Unusual, complex or non-routine activities will be supervised. Workers will be expected to perform basic duties in a timely and proficient manner without close supervision.</p> <p>Work assignments will be made at the sole discretion of the employer conditional on unforeseen circumstances such as weather or other unscheduled/unexpected interruptions in regular work. Workers must perform the assigned work and may not perform duties not provided in this application, or work in areas not assigned without the specific authorization of the foreman or crew boss. Workers will be expected to perform any of the listed duties as assigned by his/her supervisor.</p> <p>Workers will be required to attend an orientation on workplace rules, policies and safety information prior to beginning work on or after the date of need.</p> <p>Workers should be able to work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Work is to be done for long periods of time. While performing duties of this job, workers are regularly exposed to outdoor weather conditions including dust. Temperatures may range from 30 to 100 F. Workers may be required to work during occasional showers not severe enough to stop field operations.</p>			

*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 Continued 3
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>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.</p> <p>This job requires regular standing and walking. Workers are frequently required to use hands to finger, handle or feel; reach with hands and arms; and climb or balance.</p> <p>The worker is occasionally required to stoop, kneel, crouch, or crawl under trellis wires. Workers must be able to lift/carry up to 60 lbs. throughout the course of the day. Ladders up to 10 feet in length are an essential tool in picking fruit.</p> <p>Workers must wear all required and assigned personal protective equipment when required. Workers must report for work daily wearing work clothing and boots or other durable foot wear. Shorts, bathing suits or other casual clothing is not permitted.</p> <p>Workers wearing clothing inappropriate for work will not be permitted to start work.</p> <p>Employer has strict policy banning use, possession, transfer, offer, sale or manufacture of controlled substances, including marijuana. All work sites covered by this clearance order and all facilities of the employer are drug free work places. Workers may not report for work, enter the employers' property or perform service while under the influence of or having used illegal controlled substances. Workers may not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol, marijuana or other substances that may in any way adversely affect their alertness, coordination, reaction or safety. Employer-paid post-hire drug/alcohol testing is required upon reasonable suspicion of use and after a worker has an accident at work. Refusal to take a required drug/alcohol test will result in termination of employment. Workers who do not produce a sufficient number of piece rate units to earn the Adverse Effect Wage Rate (AEWR) for all hours worked during a pay period will instead be paid on an hourly basis at the Adverse Effect Wage Rate for the pay period. Workers paid on an hourly basis who fail to perform their duties in a proficient manner will be provided up to three warnings, and will be coached/instructed regarding how to work faster and more efficiently. Upon issuance of the third warning the worker may be terminated.</p> <p>Company has a strict policy prohibiting non-workers access to work sites or adjacent areas. No non-working minors may be present or adjacent to worksites or left in vehicles during the day. Workers who arrive for the workday accompanied by minors, other non-workers or animals must remove such from company premises before starting work. Those who will not comply will be terminated. The employer has a strict policy prohibiting individuals neither hired nor employed by the company from loitering in work and orchard areas at any time. Persons seeking employment in this position must be available for the entire period requested by the employer. Successful applicants will be subject to a trial period of up to three days during which their performance of required tasks will be evaluated. If the performance during the trial period is not acceptable to the employer, the worker's employment will be terminated. All workers employed under the contract are subject to mandatory arbitration for all disputes and claims related to or arising from their employment. Workers must execute an Agreement to Arbitrate Disputes within 15 days of hire.</p>			

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**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 Continued 4
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> The arbitration does not cover claims for workers' compensation benefits or any other claims that are validly excluded from mandatory arbitration by law. Employer attests that it has sent (or will promptly send) original surety bond to CNPC. Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. Workers will have an unpaid lunch break.</p> <p>TERMINATION. All workers will be subject to a five-day trial period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the trial period if the worker's performance fails to satisfy the employer's reasonable expectations, or is otherwise unacceptable. Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the trial period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. 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. These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Repeat or severe violations of the Work Rules may result in immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.</p> <p>1.Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property. 2.Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses. 3.Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence of alcohol or illegal drugs. Employer may terminate workers</p>			

*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 Continued 5
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing. Use of any controlled substance, including marijuana, and except for prescription medications, is strictly prohibited. Alcoholic beverages are not allowed in worker housing or employer's property. Inebriation due to any substance, legal or otherwise, is prohibited and is grounds for termination.</p> <p>4.Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness. Workers must report any absence from work by 6:00 AM. to his/her crew boss or supervisor. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence).</p> <p>5.Workers must keep employer-provided living quarters, common areas and surrounding grounds neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them.</p> <p>6.Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters.</p> <p>7.Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning. Workers must close all doors and windows while using heat and during adverse weather conditions.</p> <p>8.Workers assigned to bunk beds in employer-provided housing may not separate bunk beds.</p> <p>9.Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing. Employer furnishes cooking facilities and equipment.</p> <p>10.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.</p> <p>11.Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand-washing facilities, or to obtain drinking water.</p> <p>12.Workers may not sleep, waste time, or loiter during working hours.</p> <p>13.Workers may not leave the field or other assigned work area without permission of employer or supervisor.</p> <p>14.Workers may not enter employer's premises without authorization.</p> <p>15.Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time.</p> <p>16.Workers may not entertain guests in employer-provided housing premises after dark. No persons, other than workers assigned by employer, may sleep in housing.</p> <p>17.Workers may not deliberately restrict production or damage products/commodities.</p> <p>18.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.</p> <p>19.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.</p>			

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**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 Duties Continued 6
3.	Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *		
20.	Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination.		
21.	Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination.		
22.	Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination.		
23.	Workers may not falsify identification, personnel, medical, production or other work-related records.		
24.	Workers may not drive any vehicles on employer's property without proper licensing, if required.		
25.	Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers.		
26.	Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer.		
27.	Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer.		
28.	Workers may not misuse or remove from the farm premises without authorization any employer-owned property.		
29.	Workers may not accept personal gifts from employer's vendors or customers without employer's authorization.		
30.	Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor.		
31.	Workers must use ladders in a safe manner. Workers must not lean the ladder on leaders, lean off to one side of the ladder or stand on the last two steps. Workers must not climb the trees – must use the ladder. If worker is unsure of how to use the ladder safely, worker must ask a crew boss or supervisor for instructions.		
32.	Workers must follow supervisor's instructions. Insubordination is cause for termination.		
33.	Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records.		
34.	Workers may not make long distance phone calls on the employer's phone without employer's explicit permission.		
35.	Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined at the discretion of the employer.		

*j. Job Offer Information 10*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 1
3.	Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *		
	Hand harvesters may be instructed to pick culls and peelers (as directed and identified by supervisor) and drop on ground or place in bin. Hand harvesters may be required to selectively pick only fruit of a certain color and/or size as instructed by the supervisors. Hand harvesters may also be required to stem clip the fruit. This procedure reduces the amount of punctures to the fruit once placed in the bin. Workers must be able to load/unload empty bins by hand and place/move them in the orchard.		
	Care must be taken when picking so as not to damage or bruise fruit. Workers must be able to pick and dump fruit without stem pulls, punctures, bruising or other damage which diminishes quality. Observation of bruised, damaged or cull fruit by the supervisor, or as indicated on the pick quality report, will result in a written disciplinary notice. After three written notices, the worker will receive disciplinary action up to and including termination. A written disciplinary notice may occur when a bin is inspected and a significant number of culls, bruised or damaged fruit are found by the supervisor.		
	Company supervisors will explain and demonstrate, if necessary, picking requirements to all workers at the start of the season and as needed thereafter to ensure quality standards.		
	Workers will be expected to follow supervisors' instructions relative to picking techniques and filling bins with picked fruit.		
	Cherries		
	Workers must be able to handle ladders which are 10 ft. in length and weigh 40 lbs while managing a picking basket/bucket that weighs approximately 20 lbs. Pickers are required to pick the fruit with their fingers leaving the stems attached to the fruit and place the picked fruit gently in the bottom of the picking basket/bucket. Great care must be taken to ensure that the fruit is harvested and placed into the basket/bucket so as to not bruise or damage the fruit.		
	Picking will be performed by color, or color and size as well as by defects which would render the fruit unmarketable. Such defects include but are not limited to bird pecks, limb rub, splits and sunburn. The harvest supervisor will show all harvest workers the correct way to pick cherries to achieve the company's quality objectives.		
	Light Duty: Workers injured on the job and unable to perform the full range of duties may be offered light duty, if available. Light duty tasks may vary depending on availability of task, nature of worker's injury, and instructions from worker's physician.		
	Light duty tasks may include any combination of the following:		
	Hygiene Monitor: Monitors staff as they enter and exit the restroom to ensure staff uses hand sanitizer and wash hands. A chair is provided, if needed, for the employee, but employee is not required to use it unless specified. Worker may sit, stand or alternate between sitting and standing, as needed, at worker's discretion.		
	Safety Monitor: Monitors orchard workers to ensure safety rules and regulations are being followed. Warns workers of perceived dangerous situations, such as improper placement of a ladder. Notifies Foreman of identified safety concerns.		

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

*k. Job Offer Information 11*

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Continued 1
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Employer arranges/provides outbound travel to workers who complete the contract or are dismissed early without cause. Use of employer-provided transportation is voluntary. No outbound travel provided to workers who resign voluntarily, abandon employment, or are terminated for cause.			

*l. Job Offer Information 12*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued 1
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Use of employer-provided transportation is voluntary. Workers who decline or are ineligible for employer-provided housing are responsible for own transportation. Employer attests that it will have enough vehicles, with appropriate seating capacity, to transport all workers eligible for employer-provided transportation. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: bus (quantity: 4, seats per: 51) bus (quantity: 1, seats per: 55) bus (quantity: 2, seats per: 53) bus (quantity: 3, seats per: 48) bus (quantity: 1, seats per: 57) van (standard) (quantity: 32, seats per: 15) van (standard) (quantity: 1, seats per: 11) van (standard) (quantity: 1, seats per: 7). Pick-up time is approximately 6:45 a.m., and drop-off time is approximately 3:45 p.m.. All vehicles are/will be authorized for use under employer's FLC Certificate of Registration. Round-trip travel for employer-provided transportation is equal to or less than 75 miles. Vehicle safety standards at 29 CFR § 500.104 will apply. Workers occupying employer-provided housing will be offered transportation at no expense to the worker from the housing unit to the worksite and back. Workers will be paid at the hourly rate listed in this agreement while in transit from the housing unit to the workplace for time spent in transit after the first 50 miles and will be paid on the return at the end of the workday for time spent in transit after the first 50 miles.			

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

*m. Job Offer Information 13*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 1
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Employer may deduct the worker's portion of workers' compensation premiums and/or Paid Family and Medical Leave premiums, up to the maximum allowable amounts under Washington State law.</p> <p>No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. In accordance with 8 CFR § 214.2(h)(5)(xi)(A) and 20 CFR § 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.</p> <p>FIRST WEEK'S PAY. If an applicant fails to verify the start date of need between 9 and 5 business days prior to the original date of need, then they are disqualified from the first weeks' pay obligations listed in 20 C.F.R. § 653.501(c)(3)(i).</p> <p>RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on non-discriminatory individualized factors.</p> <p>Employer will pay each worker by cash, check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is weekly.</p> <p>Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). Workers are only eligible for overtime pay if required by state law.</p> <p>Effective January 1, 2023, overtime pay will apply at 1.5 times the regular rate of pay for all hours worked in excess of 48 hours in a workweek.</p> <p>Workers shall receive a paid 10 minute rest break for every four (4) hours worked. Rest breaks will be paid at the regular rate of pay. If workers are paid by a piece rate (see above), the regular rate of pay shall be determined by dividing the total piece rate earnings for the pay period by the total hours worked in that period, exclusive of rest breaks, or the minimum hourly rate required by law, whichever is greater. Workers shall accrue one (1) hour of paid sick leave for every 40 hours worked. Sick leave will be paid at regular rate of pay. Workers are entitled to use paid sick leave beginning on the 90th calendar day after the employment start date. Unused sick leave of 40 hours or less will be carried over to the following year. Workers terminated for cause or who voluntarily resign employment shall forfeit all unused paid sick time.</p> <p>ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.</p> <p>SCHEDULING CHANGES. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods may occur anytime throughout the season. Workers may be assigned a variety of duties in any given day and different tasks on different days.</p> <p>REASONABLE ACCOMMODATIONS. Qualified workers with disabilities must notify the employer of any accommodations needed to perform the job. Workers must be able to perform the work required, with or without reasonable accommodations. A worker is not eligible for the job if the worker is not able to perform the job duties even with the requested accommodation, or if the employer is not reasonably able to provide the accommodation (i.e., because the accommodation would cause undue hardship on the operation of the business).</p>			

*n. Job Offer Information 14*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 2
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.</p> <p>DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status.</p> <p>All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate. See Addendum A for piece rate schedule.</p>			

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