

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



A. Job Offer Information

| | | | | | | | |
|--|----------------|--|-----------------|----------------------------------|--------------|---|-------------|
| 1. Job Title * Farmworkers and Laborers | | | | | | | |
| 2. Workers Needed * | | a. Total | b. H-2A Workers | Period of Intended Employment | | | |
| | | 16 | 16 | 3. First Date * 3/25/2023 | | 4. Last Date * 11/15/2023 | |
| 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 * | |
| 35 | a. Total Hours | 7 | c. Monday | 7 | e. Wednesday | 7 | g. Friday |
| 0 | b. Sunday | 7 | d. Tuesday | 7 | f. Thursday | 0 | h. Saturday |
| | | | | | | a. 7 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM | |
| | | | | | | b. 3 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> 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 / Estimated Hourly Rate / Special Pay Information \$ | |
| \$ 17 . 97 | | <input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH | | \$ 28 . 26 | | Apple Harvest- All Other Varieties the Employer Cultivates- \$28.26 Per Bin (47-inch X 47-inch X 24 1/2 inch) or \$17.97 per hour. The estimated hourly rate is \$17.97 an hour based on workers filling one bin an hour. The guaranteed rate is \$17.97 an hour. | |
| 9. Is a completed Addendum A 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 type="checkbox"/> Weekly <input checked="" type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u> | | | | | | | |
| 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. 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 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 " NONE " below) The position requires 3 months general farm labor experience. | | | |

C. Place of Employment Information

| | | | |
|---|------------|------------------|--|
| 1. Place of Employment Address/Location * | | | |
| 7771 S Naches Rd. | | | |
| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
| Naches | Washington | 98937 | Yakima |
| 6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) * | | | |
| NONE | | | |
| 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? * | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A |

D. Housing Information

| | | | |
|---|------------|------------------|--|
| 1. Housing Address/Location * | | | |
| 8050 S Naches Rd. | | | |
| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
| Naches | Washington | 98937 | 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 | | 1 | 16 |
| 9. Identify the entity that determined the housing met all applicable standards: * | | | |
| <input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____ | | | |
| 10. Additional Housing Information. (If no additional information, enter " NONE " below) * | | | |
| Employer will assign employees housing accommodations. | | | |
| 11. Is a completed Addendum 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.)

The employer will provide free and convenient cooking and kitchen facilities.

2. The employer: *

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

☒ **WILL** charge each worker for meals at \$ 14 . 00 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.)

The employer will provide transportation to eligible workers from the housing location to the worksites each day.

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.)

All criteria for this benefit are identical for eligible foreign and domestic workers.

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



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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.)

The employer will accept referrals from any source. Candidates may register at their nearest employment office per 20 CFR 655.152(j) (i.e. Washington State, WorkSource office), where they will be apprised of the terms and conditions of employment and will refer applicants for a hiring interview if the applicant is qualified for employment.

2. Telephone Number to Apply *
+1 (509) 930-8256

3. Extension §
N/A

4. Email Address to Apply *
lrose501@hotmail.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:

- 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.
- 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).
- 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.
- 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).
- 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 655.122(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 * Rose | 2. First (given) name * Margaret | 3. Middle initial § |
| 4. Title * owner | | |

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| | |
|--|------------------------------|
| 5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i> | 6. Date signed * 2/2/2023 |
|--|------------------------------|

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 |
|---------|---|---------------------------|------------|---|
| APP | Apple Harvest (All Density) - Honey Crisp | \$ 31 76 _____ . _____ | Piece Rate | \$31.76 Per Bin (47-inch X 47-inch X 24 inch) or \$17.97 per hour. The estimated wage is \$17.97 per hour if workers pick approximately half a bin an hour. The guaranteed rate is \$17.97 an hour. |
| APP | Apple Harvest - All Other Varieties the Employer Cultivates | \$ 28 26 _____ . _____ | Piece Rate | Apple Harvest- All Other Varieties the Employer Cultivates- \$28.26 Per Bin (47-inch X 47-inch X 24 ½ inch) or \$17.97 per hour. The estimated hourly rate is \$17.97 an hour based on workers filling one bin an hour. The guaranteed rate is \$17.97 an hour. |
| APP | Apple Harvest (All Density) - Honey Crisp | \$ 31 76 _____ . _____ | Piece Rate | \$31.76 Per Bin (47-inch X 47-inch X 24 inch) or \$17.97 per hour. The estimated wage is \$17.97 per hour if workers pick approximately half a bin an hour. The guaranteed rate is \$17.97 an hour. |
| APP | Apple Harvest - All Other Varieties the Employer Cultivates | \$ 28 26 _____ . _____ | Piece Rate | Apple Harvest- All Other Varieties the Employer Cultivates- \$28.26 Per Bin (47-inch X 47-inch X 24 inch) or \$17.97 per hour. The estimated hourly rate is \$17.97 an hour based on workers filling one bin an hour. The guaranteed rate is \$17.97 an hour. |
| | | \$ _____ . _____ | | |
| | | \$ _____ . _____ | | |
| | | \$ _____ . _____ | | |
| | | \$ _____ . _____ | | |
| | | \$ _____ . _____ | | |
| | | \$ _____ . _____ | | |

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

a. Job Offer Information 1

| | | | |
|--|------|--|------------|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This job encompasses harvesting of apples as well thinning, pruning, and training by the worker. The worker will perform duties from the ground and/or utilizing a ladder. The worker must possess the ability to pick up and handle a 10-12 ft orchard ladder weighing up to 60lbs.</p> <p>The position requires 3 months general farm labor experience.</p> <p>All other duties assigned under this order will be those duties of Farm Worker and Laborer Crop, Nursery and Greenhouse, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092.</p> <p>The anticipated hours listed represent the normal work schedule. Due to the nature of these crops, weather, and the requirement to send crops to customers when needed, it is the prevailing practice to work more or different hours than those listed.</p> <p>A worker may be offered more than the specified hours of work, however the worker will not be required to work for more than the number of hours specified in the job order, or on the worker's Sabbath or Federal holidays. Saturday work may be required.</p> <p>Employer-paid drug test is required if a worker has an accident at work.</p> <p>If light duty work is assigned for a worker's compensation injury, the worker will be expected to return to work and perform the light duty work upon advice from a physician and the workers compensation insurance company.</p> <p>Work day start times vary depending on the weather, depending on the time of year, hours of daylight, and production requirements. Workers must be able to work varying shifts as required by the season and work performed. Workers are notified of any change in the start times. Work may be performed during rain, light snow, cold, freezing temperatures and/or in high humidity and in temperatures over a 100 degrees F. Worker may be required to work in fields when crops are wet with dew/rain and should have suitable clothing for variable weather conditions.</p> <p>Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday. Workers must work at a sustained, vigorous pace and make bona-fide efforts to work efficiently and consistently that are reasonable under the climatic and all other working conditions.</p> | | | |

b. Job Offer Information 2

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|--|------|--|---------------------|
| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Deductions from Pay |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will make 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 advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. The employer will withhold from the employee's wages the maximum amount for the portion of employee premium required under WA State RCW 50A.04, Paid Family and Medical Leave Program.</p> | | | |

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 * | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Applicants may call (509) 930-8256 for an application and/or interview from 8 am to 5pm, Monday through Friday. Federal law requires that all employees show proof of identity and eligibility to work. The employer complies with the law and will require all employees to provide documentation within the first three days of employment. Only the Foreman and the owners have the authority to hire workers. At that time, the employer will apprise applicants of qualifications, answer questions, assist in setting up an interview or conduct an interview via phone.</p> <p>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 to provide notice of the referral. When possible, SWA should furnish translator services as needed.</p> <p>To be eligible for employment, applicants must:</p> <ol style="list-style-type: none">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; AND5.Satisfy all minimum job requirements. <p>The employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135. Qualified U.S. workers may apply for the job during the positive recruitment period and through 50% of the contract period. Eligibility for seasonal work will depend upon the applicant's qualifications. Working in one season or year does not guarantee or create an expectation of employment in a future season or year.</p> | | | |

d. Job Offer Information 4

| | | | |
|--|------------|--|---|
| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | 2. Inbound/Outbound Transportation |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer will 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. 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 or pay 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 understands it 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 § 655.135(d) with respect to the referrals made after the employer's date of need.</p> <p>For inbound and outbound, the employer will provide or pay for charter bus services, commercial bus services or airline reservations or other modes of transportation to groups of workers or permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved in addition to the daily subsistence as specified in Section F. 3.</p> | | | |

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 * | F.2 | 2. Name of Section or Category of Material Term or Condition * | 2. Inbound/Outbound Transportation |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>Outbound: Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation will be provided their outbound transportation and daily subsistence checks before leaving the employer's workplace.</p> <p>Workers may select any means of transportation home they choose; however, the reimbursement is limited to lesser of the per worker cost of employer provided transportation or the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower for any damages, injuries, and personal or property losses.</p> <p>At the time of filing, the modes of inbound and outbound transportation are not known, as the workers are permitted to select the means of transportation and will be reimbursed/paid no less than the most economical and reasonable common carrier transportation charges for the distances involved for inbound travel and outbound travel (when required).</p> <p>Workers may be required to have a COVID-19 test before departing their home country or before taking transportation to the U.S.</p> | | | |

f. Job Offer Information 6

| | | | |
|--|------------|--|---|
| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | 1. Inbound/Outbound Transportation |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job-related reasons. The employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor before leaving the place of employment or terminated because of an act of God which makes fulfillment of the work contract impossible or if a foreign worker is displaced by a U.S. worker in accordance with 20 CFR 655.122(i)(4).</p> <p>The employer will reimburse the workers for appropriate and reasonable inbound transportation costs (modes of transportation may verify, but could include charter bus, plane, taxi, etc.), VISA, CBP fee, and daily subsistence fees within the first work week in accordance with the FSLA requirements. Workers that do not complete 50% of the work contract may have inbound transportation reimbursement fees deducted from their final paycheck if they are terminated, quit or abscond from employment.</p> <p>The employer may arrange inbound or outbound transportation to the workplace via charter bus, commercial bus and/or air transportation after workers receive visas. The carriers will meet federal transportation standards for commercial carriers.</p> | | | |

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

g. Job Offer Information 7

| | | | |
|---|------------|--|--|
| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | 2. Transportation and Daily Subsistence |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>Eligible workers that decline employer-provided housing are responsible for their own daily transportation to and from designated worksites.</p> <p>Vehicle safety standards at 29 CFR § 500.104 will apply and all vehicles comply with applicable local, State and Federal law and regulations, as well as, at minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required by law. All vehicles will be covered under the employer's insurance policy. If workers' compensation is used to cover transportation in lieu of vehicle insurance, the employer will either ensure that the workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation and it must have property damage insurance.</p> <p>A daily transportation schedule is not available at the time of filing and is subject to change daily depending on farm duties, weather, and crop conditions. Workers will be apprised of the workday schedule and will be responsible for driving to the worksites or meeting the daily transportation each morning either at employer provided housing and, if applicable, central pick-up points to the places of employment.</p> <p>Workers will be apprised at the end of the workday when the transportation (employer provided passenger vehicles as listed) will be departing the worksite(s).</p> | | | |

h. Job Offer Information 8

| | | | |
|--|------------|--|--|
| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | 1. Transportation and Daily Subsistence |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>Daily worker transportation is available to those eligible workers from the housing to the worksite each day via 1 – 16 passenger employer owned or leased pickup vans depending on job duties for the workday. Workers will be apprised of the workday schedule and will be responsible for driving to the worksites or meeting the daily transportation each morning. There is no set transportation schedule as workdays vary due to weather and crop conditions.</p> <p>Workers will be apprised at the end of the workday when the transportation (suburban, vans or pickups) will be departing the worksite(s).</p> <p>Employer operated and/or provided vehicles are provided daily at no cost to all eligible workers, including those residing in employer-provided housing to and from designated worksites and weekly transportation to closest town/city for personal errands (e.g., groceries, banking services).</p> <p>Due to the nature of farming operations, the employers' vehicles, number of vehicles, and seating capacities in use may change regularly, but in general, will always be 1 or more and will consist of vehicles such as pickups, cars, vans, or farm machinery. Pickups, cars may seat up to 3-4 individuals, vans and buses may seat between 8-20 individuals, and farm machinery seats no more than 2 individuals.</p> <p>The type of vehicle used may be subject to change due to operational necessities (e.g. mechanical failure requiring vehicle replacement).</p> | | | |

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

i. Job Offer Information 9

| | | | |
|---|------------|--|--|
| 1. Section/Item Number * | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - Provision of Meals |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>The employer will furnish cooking facilities, utilities and utensils at no cost to workers occupying employer provided housing. Workers will purchase their own food and prepare meals. The employer will provide free transportation at least once a week for groceries, supplies, and/or banking services to workers living in employer provided housing.</p> <p>In the event 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 (currently \$14.00 per day), or as otherwise approved by the U.S. Department of Labor.</p> | | | |

j. Job Offer Information 10

| | | | |
|---|------------|--|--|
| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - 2. Prohibited and Unacceptable Conduct |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>The company may discipline and/ or terminate a worker for lawful job-related reasons. The following are examples of unacceptable conduct. This is not an exclusive list. The company will respond to violations of these rules and any improper conduct based on the seriousness of the offense. There is no guarantee of progressive discipline – some conduct will result in termination on the first offense. Discipline and termination is in the company's sole discretion.</p> <ul style="list-style-type: none">• Failure or refusal to carry out job assignments and management requests;• Falsification of any work, personnel, or other company records, including entering false information into the time clock or clocking in/ out for another person;• Dishonesty, including unauthorized taking of company equipment, property or funds;• Discrimination against or harassment of co-workers in retaliation against co-workers who complain about discrimination or harassment;• Possession, use, sale or being under the influence of alcohol or illegal drugs during work hours or on company property. "Illegal drugs" includes all substances scheduled under the federal Controlled Substances Act (including marijuana) and including prescription drugs taken without or contrary to a prescription.• Bringing weapons onto company property;• Deliberate damage to company property or property belonging to another employee;• Verbal abuse, fighting or threatening another employee;• Excessive absenteeism, tardiness, or failure to call in when absent or late for work;• Violating safety rules or misuse of equipment;• Violation of any other company policy | | | |

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

k. Job Offer Information 11

| | | | |
|--|-----|--|---|
| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Other Conditions of Employment |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>Employers will grant reasonable access to outreach workers pursuant to 20 CFR 653.107 and 653.501(3)(vii) Disclosure of work contract. The Employer will make available a copy of the ETA 790 Clearance Order and Attachment to any H-2A worker, in a language understood by the Worker as reasonable per 20 CFR 655.122(q), no later than the time at which the Worker applies for the visa, or for a worker in corresponding employment, no later than on the day work commences.</p> <p>Workers are never charged fees for this job opportunity and should never pay any fees to recruiters, other than applicable Visa Fees paid to the U.S. Department of state for a visa interview, which will be reimbursed should the worker receive a visa and arrive at the place of work.</p> | | | |

l. Job Offer Information 12

| | | | |
|---|-----|--|---|
| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - 1. Discipline and/or Termination |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>The Employer may discipline and/or terminate the Worker for lawful job-related reasons: a) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; b) commit serious act(s) of misconduct or serious or repeated violation(s) of company policies and procedures attached hereto; c) fails after completing the training period to perform the work as specified in Item 16. d) abandons his employment; e) falsifies identification, personnel, medical, production or other work-related records.</p> <p>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. The Employer has a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the Worker from future employment opportunities with the Employer. If the Worker abandons their employment without notice during the period covered by this work agreement they are terminated immediately and will be disqualified from future employment opportunities with the Employer. If the Worker resigns their employment voluntarily, the Employer will consider and evaluate special circumstances and hardship on a case by case basis.</p> | | | |

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

m. Job Offer Information 13

| | | | |
|--|------------|--|--|
| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - 2. Discipline and/or Termination |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If the Worker is consistently unable to perform their duties in a timely and proficient manner consistent with applicable industry standards, considering all factors, they will be provided training in accordance with Employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the Worker to work more efficiently. If performance does not improve after coaching and several warnings, the Worker may be terminated. These standards are not linked to any specific productivity measure and apply equally to if the Worker is working on an hourly and/or piece rate basis.</p> <p>Substance abuse policy: The Employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our members and their workers and visitors. The use or possession or being under the influence of drugs or alcohol during working time is prohibited. If the Worker arrives to work impaired due to substance abuse, they will be subject to progressive discipline up to and including termination.</p> <p>For workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.</p> <p>You have the right to keep in your possession, your travel and labor documents, including your visa, at all times, and employer will not require you to surrender those documents with the international labor recruitment agency while you work in the United States, except as otherwise required by law or regulation or for use as supporting documentation in visa applications.</p> | | | |

n. Job Offer Information 14

| | | | |
|---|------------|--|---|
| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - No Complete, No Rehire Policy |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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. Employer has a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately and will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship on a case by case basis. Employees 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.</p> <p>Workers who are consistently unable to perform their duties in a timely and proficient manner consistent with applicable industry standards for all workers, considering all factors, will be provided training in accordance with employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the employee to work more efficiently. If performance does not improve after coaching and several warnings, the employee may be terminated. These standards are not linked to any specific productivity measure.</p> | | | |

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

o. Job Offer Information 15

| | | | |
|---|------------|--|---|
| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Requirements-Paychecks, Pay Stubs, UI, Workers Comp. |
| 3. Details of Material Term or Condition (up to 3,500 characters) * | | | |
| Paychecks Paychecks are issued bi-weekly. Workers are responsible for following employer's guidance on time keeping for payroll hours. It is forbidden to falsify time records, to clock in or out for another person or to ask someone to clock in or out on someone else's behalf. It is against company policy to pay cash; all pay is issued via company checks. | | | |
| Pay Stubs The employer will furnish to the worker on or before each payday a written statement showing the workers' total earnings, hourly rate, piece rate, hours of work offered, hours worked, itemization of deductions, units produced if paid by piece rate, beginning and ending dates of pay period, employer's name, employer's address and employer's Federal Identification number in accordance with 20 CFR 655.122(k). | | | |
| Unemployment Insurance Domestic workers are generally covered by unemployment insurance. Foreign workers are generally not eligible for unemployment insurance benefits. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed. | | | |
| Workers' Compensation All employees are covered by workers' compensation insurance in accordance with state law. This insurance provides payment of medical benefits and time loss payments to a worker who is accidentally injured on the job. Employer assures that its workers' compensation policy will remain valid throughout the contract period. | | | |
| Workers' Comp is coverage specifically designed to cover workplace injuries and illnesses and is provided by the employer. | | | |

p. Job Offer Information 16

| | | | |
|--|------------|--|---|
| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Rquirmnts-Accrued Sick Leave,WA Famly Leave Act,WA Cares Act |
| 3. Details of Material Term or Condition (up to 3,500 characters) * | | | |
| Accrued Sick Leave Pursuant Washington's new Paid Family Medical and Leave program, an employee may be eligible for Paid Family and Medical Leave benefits. The employer will withhold from the employee's wages the maximum amount for the portion of employee premium required under RCW S0A.04, Paid Family and Medical Leave Program. Under Washington State Law all employees shall accrue one hour of paid sick leave for every 40 hours worked. Sick leave will be paid at the "regular rate" of pay. Employees will be entitled to use paid sick leave beginning on the 90th calendar day after the start of employment. Unused sick leave of 40 hours or less will be carried over to the following year. | | | |
| Washington Family Leave Act Pursuant to the Washington State Pad Family Medical Leave program, an employee may be eligible for Paid Family and Medical Leave benefits. The employer will withhold from the employee's wage the maximum amount for the portion of the employee premium as required by law. | | | |
| Washington Cares Act (Long-term care insurance) Starting Jan. 1, 2022, ESD will assess each individual employed in Washington a premium based on the employee's wages equal to \$0.58 per \$100 of earnings (i.e., if employees earn \$750/biweekly pay period, they would be assessed a \$4.35 biweekly premium). The premium rate will be reassessed every other year beginning Jan. 1, 2024, but is capped at .58 percent. The employee's employer will withhold this amount and pay it to the WA Cares Fund. The premium is subject to change per Washington state regulation and policy. | | | |

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

q. Job Offer Information 17

| | | | |
|---|-----|--|---|
| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirmnts-Tools & Equipment,Human Trafficking,COVID-19 |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Tools & Equipment The employer will furnish without charge all tools, supplies and personal protective equipment required to perform the job. Deductions in pay for breakage, loss or damage of equipment or tools beyond wear and tear will be made in accordance with state law. To secure a replacement at no cost for an employer provided item, the worker must present the worn-out item to be replaced.</p> <p>Human Trafficking You may contact the services or hotline listed below if you think that you may be a victim of trafficking: • Emergencies: 911 • Human Trafficking Hotline: 1-888-373-7888 • Office of Crime Victims Advocacy Web site or Hotline: 1-800-822-1067 or on the Web at www.commerce.wa.gov/site/247/default.aspx. • Department of Labor & Industries' Crime Victim Compensation Service Center: 1-800-762-3716 or on the Web at www.crimevictims.lni.wa.gov. • For information on workplace rights, worker safety and health or workers' compensation, contact Department of Labor & Industries at 1-800-547-8367 or on the Web at www.lni.wa.gov. • See other relevant telephone numbers on the workplace posters at your workplace or at www.lni.wa.gov/IPUB/101-054-000.pdf.</p> <p>COVID-19 Workers must comply and cooperate with all measures by the employer and as recommended or required by the Centers for Disease Control and other government officials such as COVID workplace and housing guidelines, such as the use of face coverings, worker health checks, social distancing, sanitation measures and any other recommendations, requirements or guidance. If the stay at home order is a government order, all workers must comply.</p> <p>Workers may be asked to receive a COVID-19 vaccination and/or booster to protect other workers and the public.</p> <p>Per the Department of Homeland Security, "all inbound foreign national travelers seeking to enter the United States via land POEs or ferry terminals – whether for essential or non-essential reasons – must be fully vaccinated for COVID-19 with a CDC approved vaccine and provide related proof of vaccination."</p> | | | |

r. Job Offer Information 18

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - 1. Prohibited and Unacceptable Conduct |
| <p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Per 20 CFR 655.135 (j), "The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.</p> <p>This provision does not prohibit employers or their agents from receiving reimbursement for costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport, 'or visa' fees. Worker will be reimbursed should the worker receive a visa and arrive at the place of work.</p> <p>Please report any of the following conduct immediately to your supervisor or the main office. This conduct is prohibited.</p> <ol style="list-style-type: none">1.If someone promises work in exchange for money or a favor;2.If someone refers you to work in exchange for money or a favor;3.If someone tells you that you will not be hired unless you pay them money;4.If you are offered extra pay for anything other than your work;5.If you are offered cash pay; or6.If you are asked to do anything with a paycheck issued to someone other than yourself (such as to sign for, endorse, deposit or cash the check) | | | |

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Deductions |
| 3. Details of Material Term or Condition (up to 3,500 characters) * Deductions may be made for the recovery of any loss to the employer due to damage beyond wear and tear in All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Workers must obtain employer's permission to make personal long-distance phone calls on employer's phone. Making a personal long-distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. | | | |

t. Job Offer Information 20

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Additional Wage Information |
| 3. Details of Material Term or Condition (up to 3,500 characters) * 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. The offered wage rate is the highest of the adverse effect wage rate (AEWR) or the prevailing piece rate, the prevailing hourly wage rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate" at the time work performed. These rates are subject to change during the period of this contract based on the adverse effect wage rate (AEWR) or the prevailing piece rate. The adverse effect wage rate (AEWR) may be rescinded by court order or other action. | | | |

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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Piece Rates |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Harvest and other work may be paid at piece rates based on the crop, fruit or vegetable variety, size and condition, tree size, crop volume, weather, and other industry factors. Piece rate pay compensates the employee for all hours of work recorded during a day in which piece rate work was performed. Work not paid at piece rates will be paid at a minimum of the hourly rate equal to the applicable adverse effect wage rate (the "AEWR Rate). During the contract period, if a worker working at piece rate earns less in a pay period than the worker would have earned at the AEWR Rate for all hours worked in that pay period, the worker's total earnings for that pay period will be increased to an amount calculated as the total hours worked multiplied by the AEWR Rate. | | | |

v. Job Offer Information 22

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | 1. Job Duties-Apple Harvest, Thinning, Training, Pruning |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Apple Harvest: The worker will hand harvest fruit from the ground and/ or utilizing a ladder. The worker will attach the harness, bucket or bag and pick low hanging fruit. The worker will pick according to grade, color and size by grasping fruit with their hands and removing it from the tree in a motion that will not harm buds on tree branches. The worker will carry the harness, bucket or bag of up to 60 lbs. and will place the fruit into lugs. The worker must exercise care at all times to prevent bruising of fruit or breaking of branches. Some workers may be tasked with examining harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications. Thinning: The worker will hand thin on a motorized platform, from the ground and/ or utilizing a ladder. The worker will use scissor like clippers to remove small fruit blossoms, buds and/ or identifiable fruit from within a cluster of other fruits. The workers must be able to identify and remove fruit that is misshapen, damaged and/or contains other quality problem. Training: The worker will hand train fruit trees from the ground and/ or utilizing a ladder. The worker will tie, tape or clip fruit tree limbs to wires; position limbs of fruit trees; shoot thin; remove suckers, thin clusters, position shoots, hedge or remove leaves. Pruning: The worker will hand prune trees from the ground and/ or utilizing a ladder. The worker will utilize hand shears, hand loppers, hand saws and other equipment. The worker may be required to selectively prune trees of certain size and color as instructed by their supervisor. The worker will identify and remove stubs, broken branches, downward growing branches, branches which rub against each other, shaded interior branches, dead wood, shoots and suckers with various equipment. | | | |

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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - 2. Job Duties - Additional Duties |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will/may also:</p> <ol style="list-style-type: none">1. Drive tractors2. Spray and mix chemicals and fertilizers <p>The Employer attests that workers who are applicators or handlers, including those who work on equipment that may have pesticide residue or contamination will be properly trained by their supervisor, who has a valid Private Applicators license which is the standard pursuant to Washington State Department of Agriculture (WSDA). Furthermore, their supervisor will be available to ensure that these workers understand all chemical label, safety instructions, and application instructions pursuant to WSDA.</p> <p>All other individuals who meet the guidelines as farmworkers and hand laborers will receive appropriate EPA Worker Protection Training, as defined by the WSDA and the EPA, at least once every 12 months according to regulation</p> <ol style="list-style-type: none">3. Operate trucks to carry farm equipment, crops and farmworkers4. Perform general repair of agricultural equipment5. Pack crops into containers6. Repair sprinklers on overhead cooling system.7. Load and unload empty bins by hand and place in orchard.8. Clean and maintain hand tools, such as pruning hooks, shears, and/or picking bags will be utilized.9. Provide general labor to assist in clearing property, planting trees, building trellis, repair and spreading of composted material and any other labor considered necessary for the efficient structure of new orchard properties.10. The Worker will care for young non-producing fruit trees including but not limited to weeding, hoeing, trunk painting, hand fertilizing and growth selection by hand and clipping11. Care for/monitor trees during growing process- recognize tree disease such as of blighted branches in apple.12. Farm clean up tasks to include picking up garbage around the orchard, removing old string and wire from trellis and orchard blocks, and other hand tasks. <p>6. Licensed drivers may drive vehicles to haul crops, supplies, tools. Under RCW 46.20.001 and RCW 46.20.025 this could be "A driver who is sixteen years of age and has immediate possession of a valid driver's license issued to the driver by his or her home country or a licensed driver who holds a license with his or her "home state". Insurable means the driver must not have a license that has been revoked or a license restricted by a court for a driving offense and that is valid under the above Washington State rules and be accepted by the employer's insurance carrier.</p> <p>Full Growing Season Commitment: The job offered requires that the worker be available for work every day that work is available for the full period of employment. The worker agrees to be available for work and perform the assigned work for the assigned employer whenever work is available through the full period of employment.</p> <p>Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper harvest methods and other crop specific issues such as particular grading and or sizing.</p> | | | |

x. Job Offer Information 24

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|--|------|--|--|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - 1. Terms and Conditions for Housing Rules |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers can receive mail at the assigned housing address. Workers may be contacted in the event of an emergency by telephone by contacting the office. Collect telephone calls will not be accepted.</p> <p>The employer will provide housing at no cost for H-2A workers and those in corresponding employment who are not reasonably able to return to their residence within the same day in accordance with 20 CFR 655.122(d). Kitchen and other common facilities will be shared.</p> <p>The employer will distribute and post a camp management plan and housing rules. Workers who do not comply with housing rules will be subject to progressive discipline up to and including termination and removal from housing. If a worker is terminated, they must vacate housing within 72 hours of termination of employment. The employer will assign housing accommodations, no person may occupy employer-provided housing without prior written permission by the employer. The worker agrees to have deductions made from their last paycheck for damages to housing consistent with federal and state law.</p> <p>Employer will assign employees housing accommodations. No person not authorized by the employer may occupy employer-provided housing. Overnight guests are not permitted.</p> <p>Workers must keep employer-provided living quarters and common areas 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> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - 2. Terms and Conditions for Housing Rules |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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>Per 20 CFR 655.122(d), 653.501(c)(3)(vi): "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."</p> <p>Workers may not be under the influence of drugs or alcohol in employer provided housing or return to the employer provided housing while drunk or under the influence of drugs.</p> <p>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.</p> <p>Workers must close all doors and windows while using heat and during adverse weather conditions.</p> <p>Workers agree to have deductions made from their last pay check for damages to housing as a result of breakage, damage caused by the worker dishonest of willful act, loss for damage of equipment beyond normal wear and tear consistent with state employment regulations, if found to have been the responsibility of the employee through civil court proceedings.</p> <p>All visitors to the housing facility must check in with the employer and housing manager. Access to housing by authorized government personnel, job service outreach workers, and invited guests is permitted in common areas as long as their presence does not disrupt nor interfere with the right of quiet enjoyment of all housing residents.</p> <p>Based on local, state and federal COVID guidance, employees may not visit other housing facilities or units for the benefit of each worker's safety. Non-employees and outside guests are prohibited entry into housing units unless authorized by the employer. If outside groups or agencies, including outreach agencies, require visits to workers, the employer will find a safe meeting place outside of the housing unit for worker access.</p> | | | |

z. Job Offer Information 26

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - 1. General Job Specifications |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>1. Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established orchard safety guidelines, practices and procedures.</p> <p>2. Must wear all required and assigned personal protective equipment at all times when required to do so. Worker must wear proper clothing and footwear depending on the season. All footwear must be closed-toed and durable due to safety precautions.</p> <p>3. The Employer or designated worker will provide instructions and general supervision. Workers will be expected to conform to the specific instructions given for each day's work.</p> <p>4. Workers will be required to attend an orientation on workplace rules, policies and safety information.</p> <p>5. All work sites covered by this clearance order and all facilities of the employer are drug free workplace. Workers must not report for work, enter employers' property, or perform service while under the influence of or having used alcohol, marijuana or illegal controlled substances. Workers must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, marijuana, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.</p> <p>6. Individuals who are not employed by the Employer will not be permitted in or adjacent to the work site. In particular, no nonworking Children may be present at or adjacent to work sites or left in vehicles during the workday. Workers arriving at work with non-working children or other non-workers will be sent home.</p> <p>7. Workers who are eligible for Employer provided housing will have employer arranged transportation from the housing to the worksite.</p> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - 2. General Job Specifications |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>8.Must possess required physical strength and endurance to repeat the pruning, thinning, training, harvest and other farming processes throughout the workday.</p> <p>9.Must be able to perform all duties within this job order in a safe manner adhering to all orchard safety guidelines, practices and procedures.</p> <p>10.Workers must use equipment safely at all times and never operate equipment that they are not authorized to use. Workers must wear personal protective equipment (PPE) when applicable. Workers may not use a cellphone or handheld device while operating equipment.</p> <p>11.Workers must follow procedures to ensure safety of the employer's product and workers' health.</p> <p>12.Workers are expected to be on premises and ready to begin work at the beginning of their scheduled shift. If a worker will be absent or late, they must let the Orchard Foreman know as soon as possible, but in all cases, before the scheduled shift begins. The worker may leave a voicemail stating the reason for being absent or late.</p> <p>13.Non-employees will not be permitted in or adjacent to the work site. Workers arriving to work with non-working children or other non-employees will be sent home.</p> | | | |

. Job Offer Information 28

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| 1. Section/Item Number * | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>Applicants may call (509) 930-8256 for an application and/or interview from 8 am to 5pm, Monday through Friday. Federal law requires that all employees show proof of identity and eligibility to work. The employer complies with the law and will require all employees to provide documentation within the first three days of employment. Only the Foreman and the owners have the authority to hire workers. At that time, the employer will apprise applicants of qualifications, answer questions, assist in setting up an interview or conduct an interview via phone.</p> <p>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 to provide notice of the referral. When possible, SWA should furnish translator services as needed.</p> <p>To be eligible for employment, applicants must:</p> <ol style="list-style-type: none">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; AND5.Satisfy all minimum job requirements. <p>The employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135. Qualified U.S. workers may apply for the job during the positive recruitment period and through 50% of the contract period. Eligibility for seasonal work will depend upon the applicant's qualifications. Working in one season or year does not guarantee or create an expectation of employment in a future season or year.</p> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 29

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | 2. Inbound/Outbound Transportation |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer will 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. 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 or pay 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 understands it 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 § 655.135(d) with respect to the referrals made after the employer's date of need.</p> <p>For inbound and outbound, the employer will provide or pay for charter bus services, commercial bus services or airline reservations or other modes of transportation to groups of workers or permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved in addition to the daily subsistence as specified in Section F. 3.</p> | | | |

. Job Offer Information 30

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | 2. Inbound/Outbound Transportation |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Outbound: Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation will be provided their outbound transportation and daily subsistence checks before leaving the employer's workplace.</p> <p>Workers may select any means of transportation home they choose; however, the reimbursement is limited to lesser of the per worker cost of employer provided transportation or the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower for any damages, injuries, and personal or property losses.</p> <p>At the time of filing, the modes of inbound and outbound transportation are not known, as the workers are permitted to select the means of transportation and will be reimbursed/paid no less than the most economical and reasonable common carrier transportation charges for the distances involved for inbound travel and outbound travel (when required).</p> <p>Workers may be required to have a COVID-19 test before departing their home country or before taking transportation to the U.S.</p> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 31

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | 1. Inbound/Outbound Transportation |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job-related reasons. The employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor before leaving the place of employment or terminated because of an act of God which makes fulfillment of the work contract impossible or if a foreign worker is displaced by a U.S. worker in accordance with 20 CFR 655.122(i)(4).</p> <p>The employer will reimburse the workers for appropriate and reasonable inbound transportation costs (modes of transportation may vary, but could include charter bus, plane, taxi, etc.), VISA, CBP fee, and daily subsistence fees within the first work week in accordance with the FSLA requirements. Workers that do not complete 50% of the work contract may have inbound transportation reimbursement fees deducted from their final paycheck if they are terminated, quit or abscond from employment.</p> <p>The employer may arrange inbound or outbound transportation to the workplace via charter bus, commercial bus and/or air transportation after workers receive visas. The carriers will meet federal transportation standards for commercial carriers.</p> | | | |

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| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | 2. Transportation and Daily Subsistence |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Eligible workers that decline employer-provided housing are responsible for their own daily transportation to and from designated worksites.</p> <p>Vehicle safety standards at 29 CFR § 500.104 will apply and all vehicles comply with applicable local, State and Federal law and regulations, as well as, at minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required by law. All vehicles will be covered under the employer's insurance policy. If workers' compensation is used to cover transportation in lieu of vehicle insurance, the employer will either ensure that the workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation and it must have property damage insurance.</p> <p>A daily transportation schedule is not available at the time of filing and is subject to change daily depending on farm duties, weather, and crop conditions. Workers will be apprised of the workday schedule and will be responsible for driving to the worksites or meeting the daily transportation each morning either at employer provided housing and, if applicable, central pick-up points to the places of employment.</p> <p>Workers will be apprised at the end of the workday when the transportation (employer provided passenger vehicles as listed) will be departing the worksite(s).</p> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 33

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| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | 1. Transportation and Daily Subsistence |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Daily worker transportation is available to those eligible workers from the housing to the worksite each day via 1 – 16 passenger employer owned or leased pickup vans depending on job duties for the workday. Workers will be apprised of the workday schedule and will be responsible for driving to the worksites or meeting the daily transportation each morning. There is no set transportation schedule as workdays vary due to weather and crop conditions.</p> <p>Workers will be apprised at the end of the workday when the transportation (suburban, vans or pickups) will be departing the worksite(s).</p> <p>Employer operated and/or provided vehicles are provided daily at no cost to all eligible workers, including those residing in employer-provided housing to and from designated worksites and weekly transportation to closest town/city for personal errands (e.g., groceries, banking services).</p> <p>Due to the nature of farming operations, the employers' vehicles, number of vehicles, and seating capacities in use may change regularly, but in general, will always be 1 or more and will consist of vehicles such as pickups, cars, vans, or farm machinery. Pickups, cars may seat up to 3-4 individuals, vans and buses may seat between 8-20 individuals, and farm machinery seats no more than 2 individuals.</p> <p>The type of vehicle used may be subject to change due to operational necessities (e.g. mechanical failure requiring vehicle replacement).</p> | | | |

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| 1. Section/Item Number * | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - Provision of Meals |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will furnish cooking facilities, utilities and utensils at no cost to workers occupying employer provided housing. Workers will purchase their own food and prepare meals. The employer will provide free transportation at least once a week for groceries, supplies, and/or banking services to workers living in employer provided housing.</p> <p>In the event 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 (currently \$14.00 per day), or as otherwise approved by the U.S. Department of Labor.</p> | | | |

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - 2. Prohibited and Unacceptable Conduct |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The company may discipline and/or terminate a worker for lawful job-related reasons. The following are examples of unacceptable conduct. This is not an exclusive list. The company will respond to violations of these rules and any improper conduct based on the seriousness of the offense. There is no guarantee of progressive discipline – some conduct will result in termination on the first offense. Discipline and termination is in the company's sole discretion.</p> <ul style="list-style-type: none">• Failure or refusal to carry out job assignments and management requests;• Falsification of any work, personnel, or other company records, including entering false information into the time clock or clocking in/ out for another person;• Dishonesty, including unauthorized taking of company equipment, property or funds;• Discrimination against or harassment of co-workers in retaliation against co-workers who complain about discrimination or harassment;• Possession, use, sale or being under the influence of alcohol or illegal drugs during work hours or on company property. "Illegal drugs" includes all substances scheduled under the federal Controlled Substances Act (including marijuana) and including prescription drugs taken without or contrary to a prescription.• Bringing weapons onto company property;• Deliberate damage to company property or property belonging to another employee;• Verbal abuse, fighting or threatening another employee;• Excessive absenteeism, tardiness, or failure to call in when absent or late for work;• Violating safety rules or misuse of equipment;• Violation of any other company policy | | | |

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Other Conditions of Employment |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employers will grant reasonable access to outreach workers pursuant to 20 CFR 653.107 and 653.501(3)(vii) Disclosure of work contract. The Employer will make available a copy of the ETA 790 Clearance Order and Attachment to any H-2A worker, in a language understood by the Worker as reasonable per 20 CFR 655.122(q), no later than the time at which the Worker applies for the visa, or for a worker in corresponding employment, no later than on the day work commences.</p> <p>Workers are never charged fees for this job opportunity and should never pay any fees to recruiters, other than applicable Visa Fees paid to the U.S. Department of state for a visa interview, which will be reimbursed should the worker receive a visa and arrive at the place of work.</p> | | | |

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - 1. Discipline and/or Termination |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Employer may discipline and/or terminate the Worker for lawful job-related reasons: a) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; b) commit serious act(s) of misconduct or serious or repeated violation(s) of company policies and procedures attached hereto; c) fails after completing the training period to perform the work as specified in Item 16. d) abandons his employment; e) falsifies identification, personnel, medical, production or other work-related records.</p> <p>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. The Employer has a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the Worker from future employment opportunities with the Employer. If the Worker abandons their employment without notice during the period covered by this work agreement they are terminated immediately and will be disqualified from future employment opportunities with the Employer. If the Worker resigns their employment voluntarily, the Employer will consider and evaluate special circumstances and hardship on a case by case basis.</p> | | | |

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - 2. Discipline and/or Termination |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If the Worker is consistently unable to perform their duties in a timely and proficient manner consistent with applicable industry standards, considering all factors, they will be provided training in accordance with Employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the Worker to work more efficiently. If performance does not improve after coaching and several warnings, the Worker may be terminated. These standards are not linked to any specific productivity measure and apply equally to if the Worker is working on an hourly and/or piece rate basis.</p> <p>Substance abuse policy: The Employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our members and their workers and visitors. The use or possession or being under the influence of drugs or alcohol during working time is prohibited. If the Worker arrives to work impaired due to substance abuse, they will be subject to progressive discipline up to and including termination.</p> <p>For workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.</p> <p>You have the right to keep in your possession, your travel and labor documents, including your visa, at all times, and employer will not require you to surrender those documents with the international labor recruitment agency while you work in the United States, except as otherwise required by law or regulation or for use as supporting documentation in visa applications.</p> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - No Complete, No Rehire Policy |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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. Employer has a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately and will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship on a case by case basis. Employees 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.</p> <p>Workers who are consistently unable to perform their duties in a timely and proficient manner consistent with applicable industry standards for all workers, considering all factors, will be provided training in accordance with employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the employee to work more efficiently. If performance does not improve after coaching and several warnings, the employee may be terminated. These standards are not linked to any specific productivity measure.</p> | | | |

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Requirements-Paychecks, Pay Stubs, UI, Workers Comp. |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Paychecks Paychecks are issued bi-weekly. Workers are responsible for following employer's guidance on time keeping for payroll hours. It is forbidden to falsify time records, to clock in or out for another person or to ask someone to clock in or out on someone else's behalf. It is against company policy to pay cash; all pay is issued via company checks.</p> <p>Pay Stubs The employer will furnish to the worker on or before each payday a written statement showing the workers' total earnings, hourly rate, piece rate, hours of work offered, hours worked, itemization of deductions, units produced if paid by piece rate, beginning and ending dates of pay period, employer's name, employer's address and employer's Federal Identification number in accordance with 20 CFR 655.122(k).</p> <p>Unemployment Insurance Domestic workers are generally covered by unemployment insurance. Foreign workers are generally not eligible for unemployment insurance benefits. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.</p> <p>Workers' Compensation All employees are covered by workers' compensation insurance in accordance with state law. This insurance provides payment of medical benefits and time loss payments to a worker who is accidentally injured on the job. Employer assures that its workers' compensation policy will remain valid throughout the contract period.</p> <p>Workers' Comp is coverage specifically designed to cover workplace injuries and illnesses and is provided by the employer.</p> | | | |

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Rqirmnts-Accrued Sick Leave,WA Famly Leave Act,WA Cares Act |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>Accrued Sick Leave Pursuant Washington's new Paid Family Medical and Leave program, an employee may be eligible for Paid Family and Medical Leave benefits. The employer will withhold from the employee's wages the maximum amount for the portion of employee premium required under RCW S0A.04, Paid Family and Medical Leave Program. Under Washington State Law all employees shall accrue one hour of paid sick leave for every 40 hours worked. Sick leave will be paid at the "regular rate" of pay. Employees will be entitled to use paid sick leave beginning on the 90th calendar day after the start of employment. Unused sick leave of 40 hours or less will be carried over to the following year.</p> <p>Washington Family Leave Act Pursuant to the Washington State Pad Family Medical Leave program, an employee may be eligible for Paid Family and Medical Leave benefits. The employer will withhold from the employee's wage the maximum amount for the portion of the employee premium as required by law.</p> <p>Washington Cares Act (Long-term care insurance) Starting Jan. 1, 2022, ESD will assess each individual employed in Washington a premium based on the employee's wages equal to \$0.58 per \$100 of earnings (i.e., if employees earn \$750/biweekly pay period, they would be assessed a \$4.35 biweekly premium). The premium rate will be reassessed every other year beginning Jan. 1, 2024, but is capped at .58 percent. The employee's employer will withhold this amount and pay it to the WA Cares Fund. The premium is subject to change per Washington state regulation and policy.</p> | | | |

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Rqirmnts-Tools & Equipment,Human Trafficking,COVID-19 |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| <p>Tools & Equipment The employer will furnish without charge all tools, supplies and personal protective equipment required to perform the job. Deductions in pay for breakage, loss or damage of equipment or tools beyond wear and tear will be made in accordance with state law. To secure a replacement at no cost for an employer provided item, the worker must present the worn-out item to be replaced.</p> <p>Human Trafficking You may contact the services or hotline listed below if you think that you may be a victim of trafficking: • Emergencies: 911 • Human Trafficking Hotline: 1-888-373-7888 • Office of Crime Victims Advocacy Web site or Hotline: 1-800-822-1067 or on the Web at www.commerce.wa.gov/site/247/default.aspx. • Department of Labor & Industries' Crime Victim Compensation Service Center: 1-800-762-3716 or on the Web at www.crimevictims.Lni.wa.gov. • For information on workplace rights, worker safety and health or workers' compensation, contact Department of Labor & Industries at 1-800-547-8367 or on the Web at www.Lni.wa.gov. • See other relevant telephone numbers on the workplace posters at your workplace or at www.Lni.wa.gov/IPUB/101-054-000.pdf.</p> <p>COVID-19 Workers must comply and cooperate with all measures by the employer and as recommended or required by the Centers for Disease Control and other government officials such as COVID workplace and housing guidelines, such as the use of face coverings, worker health checks, social distancing, sanitation measures and any other recommendations, requirements or guidance. If the stay at home order is a government order, all workers must comply.</p> <p>Workers may be asked to receive a COVID-19 vaccination and/or booster to protect other workers and the public.</p> <p>Per the Department of Homeland Security, "all inbound foreign national travelers seeking to enter the United States via land POEs or ferry terminals – whether for essential or non-essential reasons – must be fully vaccinated for COVID-19 with a CDC approved vaccine and provide related proof of vaccination."</p> | | | |

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| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - 1. Prohibited and Unacceptable Conduct |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Per 20 CFR 655.135 (j), "The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.</p> <p>This provision does not prohibit employers or their agents from receiving reimbursement for costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport, 'or visa' fees. Worker will be reimbursed should the worker receive a visa and arrive at the place of work.</p> <p>Please report any of the following conduct immediately to your supervisor or the main office. This conduct is prohibited.</p> <ol style="list-style-type: none">1.If someone promises work in exchange for money or a favor;2.If someone refers you to work in exchange for money or a favor;3.If someone tells you that you will not be hired unless you pay them money;4.If you are offered extra pay for anything other than your work;5.If you are offered cash pay; or6.If you are asked to do anything with a paycheck issued to someone other than yourself (such as to sign for, endorse, deposit or cash the check) | | | |

. Job Offer Information 44

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Deductions |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Deductions may be made for the recovery of any loss to the employer due to damage beyond wear and tear in All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law.</p> <p>Workers must obtain employer's permission to make personal long-distance phone calls on employer's phone. Making a personal long-distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay.</p> | | | |

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|---|------|--|--|
| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Additional Wage Information |
| 3. Details of Material Term or Condition (up to 3,500 characters) * | | | |
| <p>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.</p> <p>The offered wage rate is the highest of the adverse effect wage rate (AEWR) or the prevailing piece rate, the prevailing hourly wage rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate at the time work is performed. These rates are subject to change during the period of this contract based on the adverse effect wage rate (AEWR) or the prevailing piece rate. The adverse effect wage rate (AEWR) may be rescinded by court order or other action.</p> | | | |

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Piece Rates |
| 3. Details of Material Term or Condition (up to 3,500 characters) * | | | |
| <p>Harvest and other work may be paid at piece rates based on the crop, fruit or vegetable variety, size and condition, tree size, crop volume, weather, and other industry factors. Piece rate pay compensates the employee for all hours of work recorded during a day in which piece rate work was performed. Work not paid at piece rates will be paid at a minimum of the hourly rate equal to the applicable adverse effect wage rate (the "AEWR Rate"). During the contract period, if a worker working at piece rate earns less in a pay period than the worker would have earned at the AEWR Rate for all hours worked in that pay period, the worker's total earnings for that pay period will be increased to an amount calculated as the total hours worked multiplied by the AEWR Rate.</p> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | 1. Job Duties-Apple Harvest, Thinning, Training, Pruning |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Apple Harvest: The worker will hand harvest fruit from the ground and/ or utilizing a ladder. The worker will attach the harness, bucket or bag and pick low hanging fruit. The worker will pick according to grade, color and size by grasping fruit with their hands and removing it from the tree in a motion that will not harm buds on tree branches. The worker will carry the harness, bucket or bag of up to 60 lbs. and will place the fruit into lugs. The worker must exercise care at all times to prevent bruising of fruit or breaking of branches. Some workers may be tasked with examining harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications.</p> <p>Thinning: The worker will hand thin on a motorized platform, from the ground and/ or utilizing a ladder. The worker will use scissor like clippers to remove small fruit blossoms, buds and/ or identifiable fruit from within a cluster of other fruits. The workers must be able to identify and remove fruit that is misshapen, damaged and/or contains other quality problem.</p> <p>Training: The worker will hand train fruit trees from the ground and/ or utilizing a ladder. The worker will tie, tape or clip fruit tree limbs to wires; position limbs of fruit trees; shoot thin; remove suckers, thin clusters, position shoots, hedge or remove leaves.</p> <p>Pruning: The worker will hand prune trees from the ground and/ or utilizing a ladder. The worker will utilize hand shears, hand loppers, hand saws and other equipment. The worker may be required to selectively prune trees of certain size and color as instructed by their supervisor. The worker will identify and remove stubs, broken branches, downward growing branches, branches which rub against each other, shaded interior branches, dead wood, shoots and suckers with various equipment.</p> | | | |

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - 2. Job Duties - Additional Duties |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will/may also:</p> <ol style="list-style-type: none">1. Drive tractors2. Spray and mix chemicals and fertilizers <p>The Employer attests that workers who are applicators or handlers, including those who work on equipment that may have pesticide residue or contamination will be properly trained by their supervisor, who has a valid Private Applicators license which is the standard pursuant to Washington State Department of Agriculture (WSDA). Furthermore, their supervisor will be available to ensure that these workers understand all chemical label, safety instructions, and application instructions pursuant to WSDA.</p> <p>All other individuals who meet the guidelines as farmworkers and hand laborers will receive appropriate EPA Worker Protection Training, as defined by the WSDA and the EPA, at least once every 12 months according to regulation</p> <ol style="list-style-type: none">3. Operate trucks to carry farm equipment, crops and farmworkers4. Perform general repair of agricultural equipment5. Pack crops into containers6. Repair sprinklers on overhead cooling system.7. Load and unload empty bins by hand and place in orchard.8. Clean and maintain hand tools, such as pruning hooks, shears, and/or picking bags will be utilized.9. Provide general labor to assist in clearing property, planting trees, building trellis, repair and spreading of composted material and any other labor considered necessary for the efficient structure of new orchard properties.10. The Worker will care for young non-producing fruit trees including but not limited to weeding, hoeing, trunk painting, hand fertilizing and growth selection by hand and clipping11. Care for/monitor trees during growing process- recognize tree disease such as of blighted branches in apple.12. Farm clean up tasks to include picking up garbage around the orchard, removing old string and wire from trellis and orchard blocks, and other hand tasks. <p>6. Licensed drivers may drive vehicles to haul crops, supplies, tools. Under RCW 46.20.001 and RCW 46.20.025 this could be "A driver who is sixteen years of age and has immediate possession of a valid driver's license issued to the driver by his or her home country or a licensed driver who holds a license with his or her "home state". Insurable means the driver must not have a license that has been revoked or a license restricted by a court for a driving offense and that is valid under the above Washington State rules and be accepted by the employer's insurance carrier.</p> <p>Full Growing Season Commitment: The job offered requires that the worker be available for work every day that work is available for the full period of employment. The worker agrees to be available for work and perform the assigned work for the assigned employer whenever work is available through the full period of employment.</p> <p>Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper harvest methods and other crop specific issues such as particular grading and or sizing.</p> | | | |

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - 1. Terms and Conditions for Housing Rules |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers can receive mail at the assigned housing address. Workers may be contacted in the event of an emergency by telephone by contacting the office. Collect telephone calls will not be accepted.</p> <p>The employer will provide housing at no cost for H-2A workers and those in corresponding employment who are not reasonably able to return to their residence within the same day in accordance with 20 CFR 655.122(d). Kitchen and other common facilities will be shared.</p> <p>The employer will distribute and post a camp management plan and housing rules. Workers who do not comply with housing rules will be subject to progressive discipline up to and including termination and removal from housing. If a worker is terminated, they must vacate housing within 72 hours of termination of employment. The employer will assign housing accommodations, no person may occupy employer-provided housing without prior written permission by the employer. The worker agrees to have deductions made from their last paycheck for damages to housing consistent with federal and state law.</p> <p>Employer will assign employees housing accommodations. No person not authorized by the employer may occupy employer-provided housing. Overnight guests are not permitted.</p> <p>Workers must keep employer-provided living quarters and common areas 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> | | | |

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - 2. Terms and Conditions for Housing Rules |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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>Per 20 CFR 655.122(d), 653.501(c)(3)(vi): "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."</p> <p>Workers may not be under the influence of drugs or alcohol in employer provided housing or return to the employer provided housing while drunk or under the influence of drugs.</p> <p>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.</p> <p>Workers must close all doors and windows while using heat and during adverse weather conditions.</p> <p>Workers agree to have deductions made from their last pay check for damages to housing as a result of breakage, damage caused by the worker dishonest of willful act, loss for damage of equipment beyond normal wear and tear consistent with state employment regulations, if found to have been the responsibility of the employee through civil court proceedings.</p> <p>All visitors to the housing facility must check in with the employer and housing manager. Access to housing by authorized government personnel, job service outreach workers, and invited guests is permitted in common areas as long as their presence does not disrupt nor interfere with the right of quiet enjoyment of all housing residents.</p> <p>Based on local, state and federal COVID guidance, employees may not visit other housing facilities or units for the benefit of each worker's safety. Non-employees and outside guests are prohibited entry into housing units unless authorized by the employer. If outside groups or agencies, including outreach agencies, require visits to workers, the employer will find a safe meeting place outside of the housing unit for worker access.</p> | | | |

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

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - 1. General Job Specifications |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>1. Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established orchard safety guidelines, practices and procedures.</p> <p>2. Must wear all required and assigned personal protective equipment at all times when required to do so. Worker must wear proper clothing and footwear depending on the season. All footwear must be closed-toed and durable due to safety precautions.</p> <p>3. The Employer or designated worker will provide instructions and general supervision. Workers will be expected to conform to the specific instructions given for each day's work.</p> <p>4. Workers will be required to attend an orientation on workplace rules, policies and safety information.</p> <p>5. All work sites covered by this clearance order and all facilities of the employer are drug free workplace. Workers must not report for work, enter employers' property, or perform service while under the influence of or having used alcohol, marijuana or illegal controlled substances. Workers must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, marijuana, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.</p> <p>6. Individuals who are not employed by the Employer will not be permitted in or adjacent to the work site. In particular, no nonworking Children may be present at or adjacent to work sites or left in vehicles during the workday. Workers arriving at work with non-working children or other non-workers will be sent home.</p> <p>7. Workers who are eligible for Employer provided housing will have employer arranged transportation from the housing to the worksite.</p> | | | |

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - 2. General Job Specifications |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>8. Must possess required physical strength and endurance to repeat the pruning, thinning, training, harvest and other farming processes throughout the workday.</p> <p>9. Must be able to perform all duties within this job order in a safe manner adhering to all orchard safety guidelines, practices and procedures.</p> <p>10. Workers must use equipment safely at all times and never operate equipment that they are not authorized to use. Workers must wear personal protective equipment (PPE) when applicable. Workers may not use a cellphone or handheld device while operating equipment.</p> <p>11. Workers must follow procedures to ensure safety of the employer's product and workers' health.</p> <p>12. Workers are expected to be on premises and ready to begin work at the beginning of their scheduled shift. If a worker will be absent or late, they must let the Orchard Foreman know as soon as possible, but in all cases, before the scheduled shift begins. The worker may leave a voicemail stating the reason for being absent or late.</p> <p>13. Non-employees will not be permitted in or adjacent to the work site. Workers arriving to work with non-working children or other non-employees will be sent home.</p> | | | |

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