OMB Approval: 1205-0466
Expiration Date: 11/30/2025

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

A. Job Offer Information

1. Job Title * Farm Worker

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	1675	825	3. First Date * 5/1/2023	4. Last Date * 10/8/2023

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. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *(an entry is required for each box below)* *

35	**a. Total Hours**	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday

7. Hourly Work Schedule *
a. 6 : 00 ☑ AM ☐ PM
b. 12 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 17 . 97	☑ HOUR ☐ MONTH	$ 02 . 00	Apples: Hoop Trellis Erection, per hoop. Estimated hourly wage rate equivalent for this piece rate is $22.64/hr based on workers erecting 20 hoops/hr on average. Guaranteed $17.97/hr.

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? * ☑ Yes ☐ N/A

10. Frequency of Pay: * ☑ Weekly ☐ Biweekly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

H-2A Case Number: H-300-23046-777401 Case Status: Full Certification Determination Date: 03/07/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)

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

3. Training: number of months required. * 0

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

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

5a. Supervision: does this position supervise the work of other employees? * ☐ Yes ☑ No

5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §

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

Jobs are offered working in vineyards, blueberries or hops, handling manual and mechanized tasks associated with commodity production. Workers must be able to perform manual and mechanized tasks with accuracy and efficiency. Saturday work required. Must be able to lift/carry 60 lbs.

C. Place of Employment Information

1. Place of Employment Address/Location *
160602 W Evans Rd.

2. City *	3. State *	4. Postal Code *	5. County *
Grandview	Washington	98930	Yakima

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

Employer owns and/or controls all worksites.

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *
41809 N Wilgus Rd, Unit N

2. City *	3. State *	4. Postal Code *	5. County *
Grandview	Washington	98930	Benton

6. Type of Housing *(check only one)* *
☑ Employer-provided (including mobile or range) ☐ Rental or public

7. Total Units * 1

8. Total Occupancy * 20

9. Identify the entity that determined the housing met all applicable standards: *
☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other (specify): _____

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *

Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ N/A

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.)

Some employer-provided housing units include free and convenient kitchen facilities. For housing units without kitchen facilities (or in circumstances in which kitchen facilities become unavailable during the contract period), employer provides three daily meals in accordance with 20 CFR 655.122(g). Employer will deduct the cost of such meals up to the maximum allowable published in the Federal Register, or as otherwise approved by the U.S. Department of Labor. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas shared by all workers.

2. The employer: *	☐ **WILL NOT** charge workers for meals.		
	☑ **WILL** charge each worker for meals at	$ 15 . 46	per day, if meals are provided.

F. Transportation and Daily Subsistence

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

See Addendum C

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

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

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 15 . 46	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *

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

Employer accepts referrals and applicants from all sources. Interview required. Employer conducts interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in-person. Contact Employer Monday through Friday during the hours of 9:00 AM - 5:00 PM PT If unavailable, contact employer 's agent during the hours of 6:00 AM - 2:00 PM PT.
Employer Agent:
MAS Labor H2A, LLC
(434) 260-8833
referrals@maslabor.com
Referring State Workforce Agency (SWA) responsible for informing applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact employer or employers agent to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

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

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (509) 203-7830	N/A	StephanieM@wyckoff-farms.com

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

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

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

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

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

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

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

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

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

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

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

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

   B. Transportation from Place of Employment (Outbound)

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

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

   The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

   C. Daily Transportation

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

   D. Compliance with Transportation Standards

   Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

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

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

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

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

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)(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 *	2. First (given) name *	3. Middle initial §
Baze	Ron	
4. Title *		
Chief Financial Officer		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	2/22/2023

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

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
	Apples: Clip Placement	$ 00 . 02	Piece Rate	per clip. Estimated hourly wage rate equivalent for this piece rate is $22.64/hr based on workers placing 20 clips/hr on average. Guaranteed $17.97/hr.
	All Wine Grape Varieties: 292 Shoot Thinning	$ 00 . 02	Piece Rate	per shoot. Estimated hourly wage rate equivalent for this piece rate is $17.97/hr based on workers thinning 899 plants/hr on average. Guaranteed $17.97/hr.
	All Wine Grape Varieties: 285 Shoot Positioning	$ 00 . 01	Piece Rate	per shoot. Estimated hourly wage rate equivalent for this piece rate is $18.33/hr based on workers positioning 428 plants/hr on average. Guaranteed $17.97/hr.
	Grapes: Aligning and Placing Trellis	$ 00 . 10	Piece R	per trellis. Estimated hourly wage rate equivalent for this piece rate is $17.97/hr based on workers trellissing 180 plants/hr on average. Guaranteed $17.97/hr.
	Grapes: Wire Clip Installation	$ 00 . 04	Piece Rate	per clip. Estimated hourly wage rate equivalent for this piece rate is $17.97/hr based on workers installing clips on 449 plants/hr on average. Guaranteed $17.97/hr.
	Grapes: Trainer Stake Alignment	$ 00 . 04	Piece Rate	per stake. Estimated hourly wage rate equivalent for this piece rate is $17.97/hr based on workers staking 449 plants/hr on average. Guaranteed $17.97/hr.
	Grapes: Drip Hose Connection	$ 00 . 02	Piece Rate	per connection. Estimated hourly wage rate equivalent for this piece rate is $17.97/hr based on workers connecting drip hose on 899 plants/hr on average. Guaranteed $17.97/hr.
	Grapes: Cross Arm Install	$ 00 . 04	Piece Rate	per cross arm. Estimated hourly wage rate equivalent for this piece rate is $17.97/hr based on workers installing cross arm on 899 plants/hr on average. Guaranteed $17.97/hr.
	Grapes: Grow Tube Install	$ 00 . 20	Piece Rate	per grow tube. Estimated hourly wage rate equivalent for this piece rate is $17.97/hr based on workers placing grow tube on 899 plants/hr on average. Guaranteed $17.97/hr.
	Grapes: 230 Tying & Training	$ 00 . 02	Piece Rate	$0.02 - $0.20 per vine, depending on type of tying and training being done as well as the difficulty of the tying or training task. Estimated hourly wage rate equivalent for this piece rate is $19.64/hr based on workers tying and training 83 plants/hr on average. Guaranteed $17.97/hr.

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

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
	Apples: Anchor & Deadman Placement	$ 02 . 00	Piece Rate	per anchor/deadman. Estimated hourly wage rate equivalent for this piece rate is $22.64/hr based on workers placing 20 deadman/hr on average. Guaranteed $17.97/hr.
	Apples: 1st Year Training & Tying	$ 00 . 02	Piece Rate	per tie/train. Estimated hourly wage rate equivalent for this piece rate is 19.62/hr based on workers training 274 plants/hr on average. Guaranteed $17.97/hr.
	Apples: 2nd & 3rd Year Training & Tying	$ 00 . 02	Piece Rate	per tie/train. Estimated hourly wage rate equivalent for this piece rate is $19.62/hr based on workers training 274 plants/hr on average. Guaranteed $17.97/hr.
	Apples: 2nd & 3rd Year Cross Arm Installation	$ 00 . 25	Piece R	per arm. Estimated hourly wage rate equivalent for this piece rate is $17.97/hr based on workers placing 72 clips/hr on average. Guaranteed $17.97/hr.
	Squash Harvest: 411 squash picking	$ 05 . 00	Piece Rate	per bin. Estimated hourly wage rate equivalent for this piece rate is $26.60/hr based on workers filling 3.4 bin/hr on average. Guaranteed $17.97/hr.
	Watermelon Harvest: 411 watermelon picking	$ 05 . 00	Piece Rate	per bin. Estimated hourly wage rate equivalent for this piece rate is $26.60/hr based on workers filling 3.4 bin/hr on average. Guaranteed $17.97/hr.
	Hop Baling: Facilities with double balers	$ 03 . 60	Piece Rate	per bale (split between 4 crew memebers) Miller, AB, Ben, Charvet. Estimated hourly wage rate equivalent for this piece rate is $29.32/hr based on workers making 7.3 bales/hr on average. Guaranteed $17.97/hr.
	Hop Baling: Single Baler	$ 04 . 31	Piece Rate	per bale (split between crew of 3) Hogue only. Estimated hourly wage rate equivalent for this piece rate is $37.49/hr based on workers making 8.3 bales/hr on average. Guaranteed $17.97/hr.
	Hop Baling: Wolf balers	$ 17 . 41	Piece Rate	paid H-2A hourly rate
	Apple Harvest - Autumn Glory, Braeburn, Envy, Fuji, Gala, Granny Smith, Jonagold, Pacific Rose & Swe	$ 28 . 26	Piece Rate	per bin (46” x 43” x 25.5”). Estimated hourly wage rate equivalent for this piece rate is 18.99/hr based on workers filling .5 bin/hr on average. Guaranteed $17.97/hr.

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

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Apple Harvest - Cripps (Pink Lady)	$ 30 . 00	Piece Rate	per bin (46” x 43” x 25.5”). Estimated hourly wage rate equivalent for this piece rate is 18.99/hr based on workers filling .5 bin/hr on average. Guaranteed $17.97/hr.
	Apple Harvest - Honeycrisp	$ 31 . 76	Piece Rate	per bin (46” x 43” x 25.5”). Estimated hourly wage rate equivalent for this piece rate is 18.99/hr based on workers filling .5 bin/hr on average. Guaranteed $17.97/hr.
	Mature Apple Training & Tying	$ 00 . 02	Piece Rate	per tie/train. Estimated hourly wage rate equivalent for this piece rate is 19.62/hr based on workers training 274 plants/hr on average. Guaranteed $17.97/hr.
	Hops: Baby & Mature Hop Twining 2 string	$ 58 . 29	Piece R	per acre. Estimated hourly wage rate equivalent for this piece rate is $24.42/hr based on workers twining .16 acres/hr on average. Guaranteed $17.97/hr.
	Hops: Baby & Mature Hop Twining 3 string	$ 87 . 46	Piece Rate	per acre. Estimated hourly wage rate equivalent for this piece rate is $24.42/hr based on workers twining .16 acres/hr on average. Guaranteed $17.97/hr.
	Hops: Mature Hop Training	$ 00 . 04	Piece Rate	$0.045 per plant (hill). Estimated hourly wage rate equivalent for this piece rate is $23.67/hr based on workers training 192 plants/hr on average. Guaranteed $17.97/hr.
	Hop Slip Digging	$ 05 . 00	Piece Rate	per bundle of 100 plants. Estimated hourly wage rate equivalent for this piece rate is $20.00/hour based on workers placing 5 bundles/hour on average. Guaranteed is $17.97/hr.
	Grape Pruning	$ 00 . 04	Piece Rate	per plant. Estimated hourly wage rate equivalent for this piece rate is $17.97/hr based on workers pruning 450 plants/hr on average. Guaranteed $17.97/hr.
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		$.		

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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Wyckoff Farms, Inc.	Paterson - 168688 SR 221 Paterson, Washington 99350 BENTON		5/1/2023	10/8/2023	825
Wyckoff Farms, Inc.	Phoenix - 1435 Alderdale Rd Prosser, Washington 99350 KLICKITAT		5/1/2023	10/8/2023	825
Wyckoff Farms, Inc.	Mattawa - 12329 Waluke Slope Rd Mattawa, Washington 99350 GRANT		5/1/2023	10/8/2023	825
Wyckoff Farms, Inc.	Horse Heaven - 111038-119998 McKinley Springs Rd. Prosser, Washington 98935 YAKIMA		5/1/2023	10/8/2023	825

D. Additional Housing Information

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ☐ Rental or public accommodations	136060 W. Hanks Rd. Units G-L Prosser, Washington 99350 BENTON	Boast W -	6	96	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	99308 Evans Rd. Units 1&2 Prosser, Washington 99350 BENTON	Hanks/Johnson -	2	26	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	41805 N Wilgus Rd, Unit S Grandview, Washington 98930 BENTON	Wilgus South -	1	20	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	42903 N Wilgus Rd, Apt A, B, C, E, F Grandview, Washington 98930 BENTON	Wilgus A-F -	5	80	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	154101 W Evans Rd, Units A-F Grandview, Washington 98930 BENTON	Stokely West -	6	96	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____

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

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ☐ Rental or public accommodations	174715 W. Olsen Rd. Units A-F Grandview, Washington 98930 BENTON	Olsen North -	6	96	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	154203 W. Evans Rd. Units A-D Grandview, Washington 98930 BENTON	Stokely #2 -	4	32	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	174707 W. Olsen Rd. Units A-F Grandview, Washington 98930 BENTON	Olsen South -	6	96	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	135540 W. Hanks Rd. Units A-F Prosser, Washington 99350 BENTON	Boast E -	6	96	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☐ Employer-provided ☑ Rental or public accommodations	FairBridge Inn & Suites - 1507 North 1st Street Yakima, Washington 98901 YAKIMA	April through October -	1	192	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____

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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Crops/Commodities:
blueberries, grapes, cauliflower, watermelon, mint, apples, hops, squash, organic sweet corn.
All Crops:

Shoot Positioning –
Move catch wires on trellis to upward position with the goal of keeping shoots vertical. OR: Remove catch wires and drop to the ground. Tuck shoots under catch wires after they have been moved.

Shoot Thinning –
Remove shoots from vines/trees/plants or bushes in order to improve light penetration, air movement throughout the canopy and adjust crop yields.

1st – 3rd Years & Mature Tying & Training –
Follow crop specific indications as dictated by management and with the use of a small hand pruner, remove excess wood from newly planted vine/bush or tree.
In grapes - install grow tube around vine and tie to trainer and trellis stakes using plastic tying material. Plus, removing of soil from base of vine and sealing the base of the grow tube.
In apples - trimming side limbs off or heading the tree right after planting (depends on grower desire) then, staking tree or securing it to trellis wire (once trellis is in).

Fertilizer Application –
Workers will be supervised by a licensed person. If the chemical requires a license to apply, they will be licensed themselves.
Dependent upon crop and as dictated by management- mix and apply fertilizer either by hand or with farm implement.
If by Implement:
Depending on weather, determine spray job to be performed.
Fill tanks with appropriate mixture of fertilizer, based on recommendation provided.
Ensure tractor and sprayer are clean and appropriately maintained, including greased and oiled.
Apply fertilizer to plants by operating tractor and spray implement.
Perform maintenance and repair as needed, with the guidance of supervision.

Herbicide Application –
Workers will be supervised by a licensed person. If the chemical requires a license to apply, they will be licensed themselves.
Dependent upon crop and as dictated by management- mix and apply herbicide either by hand or with farm implement.
If by Implement:
Following direction of spray supervisor, and depending on weather, determine spray job to be performed.
Fill tanks with appropriate mixture of herbicide, based on recommendation provided.
Ensure tractor and sprayer are clean and appropriately maintained, including greased and oiled.
Apply herbicide to plants by operating tractor and spray implement.

b. Job Offer Information 2

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

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

DEDUCTIONS. Employer makes all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of wage advances and/or loans, health insurance premiums, retirement plan contributions, and/or third-party payments or wage assignments for products or services furnished for the worker’s benefit or convenience. All deductions comply with the Fair Labor Standards Act (FLSA) and applicable state law. Employer may deduct reasonable repair costs if the worker is found to be responsible for damage to housing beyond normal wear and tear. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence.

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation

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

Employer provides incidental transportation between worksites at no cost to workers. For workers residing in employer-provided housing, employer also provides free daily transportation to and from the worksite, and weekly transportation to closest town/city for personal errands (e.g., groceries, banking services). Exact transportation schedule varies depending on work location, work/weather conditions, and other factors, but shall occur within a reasonable time before/after workday begins/ends.

d. Job Offer Information 4

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

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

Moves pallet off scale once tags with weight have been added to pallet, then moves pallet to storing area.
Unloads trucks on black top directly off flatbed trucks.
Tags all incoming materials with lot control tags.
Fills assigned forklift with propane at the end of every shift.

Hyster Operator –
Dependent upon crop, location and as dictated by management, operator may have to perform the following duties:
After semi-truck arrives, open doors to inspect any incoming product.
With forklift- drive each pallet out of truck and place on weighing scale.
Remove pallet from scale once the tags with weight have been added to pallet, then move pallet to storage area.
Unload trucks and flat beds.
Load trucks and flat beds.
Tag all incoming materials with lot control tags.
Fill forklifts with propane and check forklift daily before use to ensure proper and safe functionality.
Prepare and stock pallets, wrapping materials and containers for use.
Wrap pallets with plastic to ensure safe transport.

Grapes:

Grape Pruning –
Use hand pruners to remove unwanted shoots/vines from plants.
Be able to identify and count bud/spur spaces and follow instructions to leave enough bud material to achieve production.

Grape Planting –
Planting involves placing a grapevine on a pre-marked space in the field.
Number 1 position: Riding on the planter unit, placing the vine on a predesignated cross mark.
Number 2 position: Feeding vines to number 1 position; sorting them from the bundle and handing to the person planting.
Number 3 position: Walking behind planted vines, packing the soil around the vine. Sometimes, the vine must be removed and repositioned in the appropriate space. Using a shovel, dig a replacement hole and repack.
Number 4 position: Unloading plants from truck and loading to planting implement.

Grape Trellis Construction –
Number 1 position: Placement of anchor poles; following a tractor and a posthole digger, pick up an 8'x6" wooden pole and place in pre-drilled hole, line up pole, replace and pack pole around pole to secure.
Number 2 position: Placement of dead-man anchors; using the same protocol as position number 1, secure wooden pole.

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

Grape Fruit Thinning –
Remove clusters to improve light penetration, air movement through the canopy, adjust crop yields, improve color of clusters and remove bunch rot clusters.

Grape Harvest Operator –
Check fluids on the machine, and operating condition of the machine to make sure it's in working order.
Per supervision request, operate machine, picking grapes and discharging them into gondola implement.

Gondola Operator –
Check fluids on the machine, and operating condition of the machine to make sure it's in working order.
Drive in the next row to the harvesting machine while it unloads fruit into Gondola and dump the fruit into Semi truck.

Hops:

Hop Hanging –
Worker is stationed at hop picker on one of three lines, hop truck pulls up and feeder gets into bed of hop truck with the driver. Worker will individually hang each hop vine from the bottom of the vine using hands, affixing to a hook. Once all vines are hung, bed of truck is swept, with assistance of the driver, using a broom. Worker returns to resting platform and waits for next truck to pull into the hanging bay.

Hop Feeding –
At start of shift, feeders will approach feeding station at the top of the hop picker. Once the machine starts, workers will guide the individually hung vines on top tracks into the transfer arm of the picker machine using a wooden dowel. With the assistance of a co-worker and based on the speed of the picking machine, guide the vines around tracks to the main feeder using dowel. These positions may be rotated in order to avoid fatigue.

Hop Truck Driving –
Drivers leave the hop picking machine, en route to field being harvested. Upon arrival, they pull off the road and identify “birdman” for guidance to appropriate row for staging. Will pull in front of next available top cutter, indicated by birdman. Once in the row, driver will put truck in neutral, fold in driver's side mirror and remove foot from brake.Top cutter will ease up to truck and begin to push bed of truck, filling it with bines. Driver then steers truck down the center of the row. Once full, driver will exit row and enter next adjacent, open row and wait for birdman to trim off excess bines. Driver may be required in downtimes to assist with the recovery of downed hop bines. Driver will pick up fallen hop bines and place them in the bed of the truck. Driver will then deploy mirror and return to the hop picker from which he came. Driver will turn off ignition get down from their truck and inspect the hanging pad for debris. While drivers wait for their turn, they will assist witih sweeping activities, including: sweep debris into sweeping pit; sweep hops that have fallen onto the floor into the sweeping pit; collect fallen bines and hand them to hop hangers to be hung. Driver will then pull into line indicated by traffic director at picker. When it is their turn, they will pull into the next available hanging bay. Driver will then proceed with assisting in hanging bines, per hop hanging procedure. As directed by supervisor, driver will perform routin maintenance on the vehicle, including, but not limited to, using an air hose to remove debris from the undercarriage of the truck; clean out cab of truck, removing all debris and garbage; disinfect cab of truck using spray supplied by supervisor; fill low tires; clean windows on truck.

Hop Sweeping –
Sweep hops that have fallen onto the floor into the sweeping pit.

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 3

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

Collect fallen vines and hand them to hop hangers to be hung.

Hop Mechanic Assistant –
Assist main mechanic in repairs to the picking machine equipment. This includes, but is not limited to: helping to unplug a piece of equipment using hands, hook knives and other handheld tools; help perform preventative maintenance such as adjusting belts with a wrench, lubricating bearings with grease, applying white oil to chains; run tools to the main mechanic to perform repairs timely; assist in reparing/replacing broken machine parts such as bearings, sprockets, picking fingers, gear boxes, belts, etc. Skills required: ability to work well with others; ability to take instructions; communicate with others clearly and effectively; basic tool knowledge; ability to lift 60 lbs.

Hourly Baby Hop Planting in Pots & Slips –
Dig shallow hole and place required number of pots/plants per hole and compact dirt surrounding the plants and remove any weeds as necessary.

Hop Slip Digging:
Using a shovel, dig up hop rhizomes. Bundle and place rhizomes in designated area.

Hourly Baby Hop Training & Hand Cultivation –
Select proper size shoots and train plants to grow up twine in a clockwise motion.
Must be able to stand/bend/stoop/kneel for eight hours or more.
Hoe or hand weed around plants while training, while ensuring plants are not harmed.

Hourly Baby Hop Twining –
Operate Twining Sled: Driving farm equipment, pulling an implement which holds employees who are stringing twine over the row wire. Must have tractor driving experience.
Weight lifting requirements- 50 pound loose pile of twine which may be saturated with moisture to be loaded from truck onto twining sled.
Must be able to use fine hand manipulation to wrap and tie twine while implement is moving at a slow speed.
Stand on twining sled and maintain balance with a string in each hand and toss it over the row wire and tie “half hitch knot” with one hand.
Pushing twine into ground with clip and clip probe forcefully “pistol”: Hold W clip in the bottom of the probe, insert twine into clip and stomp into the ground using clip probe “pistol”. Twine must align with plants and they must fix any loose strings “fliers” that don't get clipped or come loose out of the clip.

Hop Trellis Repair –
Walk across the hop yard (with the cross wire) and check posts for rot, or to see if broken.
If broken, remove the post, and lay down in the direction of the row (to be removed at a later date).
Using a tractor and a crows nest 2 ppl (1 driver, and 1 in the crows nest) check the post staple (secures cross wire to post).
If the staple is missing, replace it with a new one using a hammer.
Inspect other aspects of the trellis for defect or damage, such as; row wires, cross wires, bridle wire, anchors, dead men, etc.

Hop Drip Hose Repair –
Walk with the plant row (where the drip hose lies) and visually inspect the hose for defects/breaks/leaks.

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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 4

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

Walk with the plant row, and identify the specific target weed, and spot spray the weed (whilst avoiding contact with hops foliage, as much as possible).

Hop Pole Repair and Replacement –
Visually inspect the hop pole (post) to see if the butt of the pole is rotten or if the post has been broken completely.
Once identified, remove the defective post, with the assistance of another coworker.
Once removed from its resting position, lay the defective pole down in the drive row, in the direction of the row; to be picked up at a later date.
Crew of 2-3 individuals (1 driver, 1-2 helpers) drive a flatbed truck down the hop row and pick-up the defective pole.
Once the truck is full, drive it back to a specified area to unload. Once the truck is unloaded, it will be filled with new hop poles.
Drive the truck back to the same hop yard, and replace the missing pole (post).
This is done by the truck straddling the hole where the broken post has been removed from, and tilt the bed of the truck with a switch
2 individuals in the bed will then slide the pole into position and stand vertically.
Once the post is in the hole, it is to be packed with dirt and the handle of the shovel to solidify its position.

Mature Hop Twining –
A crew of 7 (2 string acres) or 8 (3 string acres) including 1 tractor driver, will pull a 'twining sled' through the field, perpendicular to the plant row.
There will be 2 (2 sting or 3 (3 string) people on top of the 'twining sled' tying the coir yard to the row wire using a half-hitch knot, whilst the tractor is in constant motion.
The tractor driver is driving forward, slowly, while watching behind him checking the people on the top of the sled.
The remaining individuals will be on foot, walking behind the sled, gathering the loose ends of the twine and properly pushing them into the hop crown (plant) using a 'pistola' and a W clip.
The twine tying on top, and the placement of the string and clip, need to be properly spaced.

Mature Hop Training & Cultivation –
Training mature hops requires the individual to properly identify and select 3-5 bines and gently (as to not damage the bine, and apical growing head) wrap them in a clockwise manner up the string.
There are 2 or 3 string per plant, depending on cultivar.
The individual is paid per plant trained properly.
Cultivation is the use of a hand tool (mostly a hoe, occasionally a shovel or machete) to clear the plant row, headland, or other specified area within or around the hop yard, of weeds or debris, thus allowing the plant to properly grow.
This process must be done with caution, as to avoid injuring the hop plant/foliage.

Birdman –
Employee is to wear proper PPE including bump cap and hi-visibility reflective vests at all times. The birdman will direct traffic of trucks coming into the field, guiding them to the appropriate top cutter and row. Once the truck is in the row, the birdman will walk along side the truck in the next row over, being very careful to remain visible to the top cutter operator. Once the truck is full, the employee will guide the truck out of the current row, into the next row where they will stop the truck. Once the truck is at a complete stop, the employee will cut the bines (with a machete) that are hanging from the side of the truck bed and the back of the truck.

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 5

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

All bines must be cut from the sides of the bed or from the back to make sure the mirrors are not blocked and the tail lights are visible. Once the bines are cut, the birdman is to place the cut bines into the front of the truck bed, OR into the next empty truck. The birdman will then give the 'go ahead' for the truck to return to the picker. Walk behind picking machine/ride on machine safely pull debris out of picking machine.

Top Cutter Operator –
The employee is operating a large harvesting piece of equipment. First, at the start of shift the employee is to check all fluids of the machine, motor oil, hydraulic oil, engine coolant. The employee is also responsible for greasing the machine with a grease gun to various wear points on the machine. The operator can then climb to the operating position on top of the machine using the ladder and 3 points of contact. Once in the operating position, the operator will start the machine and prepare for the empty hop truck to come into the row that they will be cutting. Once the truck is in position (guided by the birdman) the top cutter operator will SLOWLY approach the back of the hop truck, being careful to not hit the truck with any force causing whiplash. Once the front of the top cutter is gently resting on the back of the truck, the top cutter is in position to begin cutting the bines from the top of the trellis into the hop bed below. The operator will turn on the sickle blade cutting head, and use other buttons to raise and lower the machine to cleanly and properly cut the bines from the row wire on the top of the hop trellis. One the truck is full, the top cutter operator will stop the forward progression, lightly pack the load with the packer bar on the top cutter, raise the machine back up and continue filling the truck. Once the truck is full, the top cutter will back up several posts, allowing for sufficient room for the truck to get out, and an empty one to replace it.

Bottom Cutter Operator –
The operator will be driving a tractor with a front-mounted cutting implement. The operator will wear appropriate PPE. Before the start of shift, the operator will check the tractor for fluids, motor oil, engine coolant, and hydraulic oil. The operator is also responsible for greasing the machines wear points. BE VERY CAREFUL as the machine has several sharp knives on the cutting heads. Once the tractor fluids have been checked and the machine is greases, the operator can get on to or into the tractor and start the motor. The operator will then drive the tractor into position of the row to be harvested. The operator will turn on the bottom cutter implement via controls on the tractor. The bottom cutter operator will then proceed forward cutting the bottom of the bine. The operator will proceed for a specified distance ahead of the top cutter, as deemed appropriate by the field boss.

Kiln Helper –
The employee will wear appropriate PPE. The kiln helper is responsible for removing leaf's, sticks, or any other foreign debris from the kiln bed of hops as they are being 'laid' into the kiln bed via the layer machine. The helper will place any removed debris into a bucket or other receptacle to be thrown away. The helper must be mindful to not steps on the hop cones causing them to be compacted or damaged. The kiln helper will also assist in preparing the kiln bed to be dumped. This includes hooking the cloth to the dumper drum via hooks fastened to the kiln cloth.

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

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The helper is also responsible for helping to unroll and reposition the kiln cloth into the now empty kiln. Once the cloth is laid back out, the helper will assist in cleaning the cloth with a leaf blower, air hose, or broom. The kiln helper may also assist in positioning conveyor belts or the layer via buttons. The kiln helper also will help with general cleanliness and tidiness in the kiln. Remember the hops are a food grade product.

Cooling Building Labor –
The employee will wear appropriate PPE. The employees duties include pushing hops with a broom, shovel, or wooden hop scoop, into the hopper. The employee may also help with clean up duties. Duties also include moving of hop bales with a hook and a dolly. The employee may also assist in the hopper with keeping the hop cones flowing onto the conveyor going to the baler with a pitchfork, shovel or other hand tool.

Hop Baling –
The employee will wear proper PPE. This is a technical position that requires focus, precision, and speed, whilst working extremely carefully and safely. This is a piece rate job. There are 2 main positions within this job.

First, there is the operator and sewer position. The employee/s in this position will begin by placing clean baling cloth onto the baler machine. Fastening the top baling cloth sheet to the baling head. The employee will then place his hands on the start buttons, while the other person in this position places their hands on the safety start buttons, thus ensuring everyone is clear of the baler machine while it starts is automatic cycle. At the end of the cycle, the baler box automatically goes into the up position, exposing the compressed bale of hops. The employee will then loosen the baling cloth from the plunger head, and align it with the bottom sheet of the baling cloth. With the 2 sheets of baling cloth being held together and aligned with one hand, the employee will sew the 2 sheets together with a bag closer sewing machine with the other hand. This is critical to make sure the sewing line is straight, as to make a perfect bale. The employee/s in this position must also take care of their sewing machine by keeping it lubricated and not throwing it into its resting position. Once the bale has been sewed shut on the sides, the other operator in this position with the control buttons will release the bale with the plunger up button. Once the bale is free, both employees will gently push the bale onto the beam scale to be weighed to make sure it is in specs.

The second position in this job is the head sewer. Once the hop bale is on the beam scale, the employee will check the weight to make sure it in within specs, around 220 lbs. Once the bale is confirmed within specs, the employee will tip the bale gently off the scale onto the ground. The head sewer will then specifically fold the tops to make even corners. Once folded the head sewer will grab their sewing needle and head twine, and begin to hand sew the top closed. Once completed, the employee will use a crutch, and flip the bale onto the other side, so the process can be repeated on the bottom of the bale.

This crew is paid per bale completed, if it meets the bale supervisors approval for quality. If it does not meet the quality standard, the bale will be broken, and the crew is not paid for any bad bale that has to be broken because of poor sewing quality.

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Machine Oiler –
Working in hop machine oiling machines with handheld spray pump, using white oil to lubricate chains.
Monitor machine for any issues and alert main operator, if needed.
Assist in light repairs, getting tools for main mechanic.

Fireman/Burner –
Monitoring/checking and adjusting burners in kilns.

Hop Bales Loader/Unloader –
Prepares staging area for bales to be loaded into truck for transport.
Uses forklift to load bales into truck.
Applies all appropriate tags/documentation to bales and truck prior to transport.
Uses forklift to unload bales and place in designated staging area.
Provides all proper documentation/tags to supervisor at loading/unloading area, if applicable.

Hop Bale Hauling –
Drives truck from loading area to storage facility.
May assist with loading/unloading of unpalletized hop bales.

Dryer Labor –
Monitoring hops using machine or by hand feel and drying hops, as dictated by management.

Hop Lab Sampler –
Walking fields and taking hop samples to deliver to lab for analysis.

Hop Kiln Repair –
Work with a team of other mechanics to make repairs to the picking machines, kilns, and cooling rooms.
Inspect the mechanical components for broken/damaged parts, inspect bearings, pulleys, sprockets, belting, and other moving parts.
Replace worn parts such as picking fingers and bars.
Job requires basic knowledge of hand tools.

Open Ground:

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Corner Clearing (All Crops) –
With use of tractor/mower or manually:
Pull, cut, hoe, mow weeds around borders of field.
Spread and remove ground covers when needed.
Pickup and discard of other debris/garbage as directed.

Leveling Bins-Hourly –
Remove excess fruit from full bins and reallocate fruit into empty bins at the loading area to ensure bin height is correct for stacking. May also stage bins for tractor driver at loading area.

Watermelon Harvest Forklift Driving-Hourly –
Assist with harvest by moving harvesting equipment between field, loading trucks/Moving full and empty bins in loading area for harvest delivery.

Watermelon Harvest Tractor Driving-Hourly –
Operate tractor and bin trailer back and forth between the pickers and the loading area to move fruit and empty bins to appropriate reas, as directed by supervisor.

Watermelon Picking –
Pick watermelon and windrow picked fruit.
Load picked fruit into bins on bin trailers.
May operate as transloader to stand in trailer, accept picked fruit and place carefully into the bin.

Squash Harvest:

Leveling Bins-Hourly –
Remove excess fruit from full bins and reallocate fruit into empty bins at the loading area to ensure bin height is correct for stacking. May also stage bins for tractor driver at loading area.

Squash Harvest Forklift Driving-Hourly –
Assist with harvest by moving harvesting equipment between field, loading trucks/Moving full and empty bins in loading area for harvest delivery.

Squash Harvest Tractor Driving-Hourly –
Operate tractor and bin trailer back and forth between the pickers and the loading area to move fruit and empty bins to appropriate reas, as directed by supervisor.

Squash Picking –
Pick squash and windrow picked fruit.

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

Auger holes for anchors and deadman anchors.

Anchors –
Dig hole for anchor placement using shovel.
Position anchor posts.
Bolt cross bars to posts.
Stand up anchors within the hole.
Fill hole to secure anchor.

Deadman –
Dig hole for deadman placement.
Position steel pieces into hole.
Fill hole with cement to secure steel.
Cover holes with dirt.
Use tractor, forklift, bobcat, backhoe to move and assist with placement of trellis supplies.

Additional Apple Trellis Construction Tasks –
Cable installation from anchor posts to deadman
Pulling wire and securing to trellis posts by using clips and anchors 1st-3rd plantings.
Cross bar installation on 2nd-3rd year plantings.

Apple Fire Blight Removal –
Remove fire blight limbs or trees using pruner.
Remove limbs and trees from field and burn.

Shade Cloth Construction –
As dictated by management, following instructions for trellis construction, install trellis system to support shade cloth.
Attach shade cloth to wires.
This job requires the use of platforms and/or ladders to move up and down while attaching shade cloth to wire.

Shade Cloth Repair and Labor –
As dictated by management and using hand tools and equipment, fix and repair any issues with wire, trellis and shade cloth attachment.
At the end of the season, will disconnect the shade cloth and roll it back up for winter storage.

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This job requires the use of platforms and/or ladders to move up and down while attaching shade cloth to wire.

Apple Harvest –
Spot and/or strip pick apples based on seasonal need.
Snap fruit off tree with thumb and palm of hand to avoid stem pulls, punctures, bruising, or other damage.
Pick culls and peelers out of bins. Fill fruit buckets and place fruit in bins. Follow supervisor/foreman's instructions on color/size requirements.
Must be able to differentiate between colors and fruit varieties accurately.
Operate bin trailers to swap full and empty bins in and out of field. Operate Hyster forklift to move full/empty bins for incoming/outgoing trucks.
Document bins picked and report quality of apples picked to supervisor.
Report on quality of apples, adjust levels of apples in bins, insure bins are ticketed properly before loading onto trucks.
Assist supervisors with logistics and ensure pick quality.

Strawberry & Blueberry IQF Facility:

Shipping/Receiving –
Operates fork-lift in facility loads /unloads product semi-trailers under Warehouse Supervisor's direction.
Removes stretch wrap from incoming pallets for disposals.
Checks in-incoming material for proper product and lot traceability.
Attaches pallet tag and buckle strap to pallet for traceability and stability.
Loads/Unloads product into staging zone and/or to pull down rooms for heat removal.
Rotates fruit accordingly under the Warehouse Supervisor's direction to fulfil production needs. Keeps Hyster clean and free of debris, along with shipping and receiving areas.
Rotates and plugs in Hyster units when needed and at the end of the shift for incoming crew.
Ensures all documentation is collected at the end of shift for product traceability.
Weighs waste bins and disposes into Dump truck for land disposal.
Keeps outside shipping areas neat and tidy.
Unloads and receives packaging materials.
Assists production in rotating and organizing freezer and packaging areas.
Receives and stages incoming raw pallet shipments.
Annual fork-lift training and certification required (provided to worker through internal training and testing at facility).
Must be capable of lifting 60 Lbs.

Product Transfer for Dump Stations –
Under the direction of Production Shift

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Moves empty pallets into place when needed.
Places slip sheets onto pallets.
Stacks boxes in required configuration to the level required for the final customer specifications.
Must be capable of lifting 60 lbs Must be capable of stacking boxes 9 layers tall repeatedly.

Juice Stock/Drums-Totes –
Moves, fills, and labels juice drums and totes to meet the needs of the production run under the supervision of the Production Lead or Supervisor.
Inserts or removes drum or tote in appropriate location for juice stock recovery.
Once drums or totes are full, stop feed conveyor and rotate empty drum or tote.
Moves full drum or tote to check weight location for final labeling and sealing with pallet jack.
Moves drums when need onto a clean product approved pallet by rolling drum to pallet (drums weigh 250 pounds).
Works with tote builder and or juice drum supplier to keep stock need to fulfill the needs of the juice stick productions
Must be capable of lifting 60 lbs and coordinated enough to roll full juice barrel onto a pallet or appropriate location.

Sweeper:
Under supervision of Supervisor and Lead and staying within their designated area in frozen side after the tunnel or on the raw side before the tunnel:
Inspects any area where there might be garbage build up or frozen berries on floor and with a red broom or squeegee, sweep up garbage material into a color-coded dustpan (red).
Dumps any plastic and paper into regular trash can.
Dumps any product that might have spilled into the white garbage bins.
Must be capable of lifting up to 60 pounds.
Uses only brooms and dust pans/shovels at working station hanging on walls in production floor.
Must be able to walk around throughout the shift- moving from one area to the other without limitation.

Box Maker –
Box Maker and Mezzanine box makers work under direction of Floor Supervisor and Lead.
There are three different positions on mezzanine and these three positions rotate their positions though out throughout the day after every break:
Position 1 supplies the tape machine with unfolded boxes.
Position 2 places liner in empty boxes and pushes them through the tape machine.
Position 3 assists with boxes of liners and keeps materials stocked and keeps area clean, moves full pallets of empty boxes to workstations station and removes plastic bands from pallet to be used and removes empty pallets and stacks them together to the side, helps replace roll of tape to box machine when running out.
Tote Preparation –
Under direction of the Floor Supervisor and Lead.
Ensure there are sufficient totes prepared for production to fill them with puree stock/juice stock.
Works in designated area opening pallets of totes by removing the plastic straps, securing totes, and removing plastic around tote pallet.

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

Lug Washer –
Under direction of Floor Supervisor and Lead:
Stands at side or end of table, reaching for trays and lugs to stack after they have run through an automatic washer.
As trays slide down chute, employee lifts and places tray or lug into a stack of five.
Tip stacks to remove excess water, places stack of trays or lugs onto a pallet.
Once pallet is full, employee continues the process with the next staged pallet.

Pallet Jack Operator –
Under direction of Floor Supervisor and Lead. Following pallet jack training and certification, employee will:
Using pallet jack, moves product from truck inside of processing plant.
Requires walking back and forth from truck to storage area, and into cooling tunnels and then into the production.
Must be capable of lifting and stacking 60 pounds.
Places pallet jack on charger at the end of every shift.

Outside Fork-lift Driver –
Under the direction of Warehouse Supervisor. Following forklift training and certification, employee will:
Using forklift, moves empty pallets to flat wash station, in a single layer on the floor so that lugs may be stacked.
After pallets are filled with empty lugs, pallets are loaded onto truck to be delivered.
Driver must be able to climb in and out of trucks being loaded.
Driver must refill propane tank at end of each shift.
Driver will be exposed to hot and cool temperatures.

Sanitation –

Under the direction of Sanitation Supervisor, employee will sanitize the following areas daily:
Exterior Grounds
Break Room
Locker Room/Hallway
Preparation Area
Handwashing Station
Restrooms
Laundry Room
Shipping Office

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

Raw Fruit Inspector –
Under the direction of Floor Supervisor or Lead, worker will:
Standing at the front of the inspection line, monitor for food foreign allergen, stems, sticks and debris. Place these items into white garbage bins placed at inspection line.
If allergen debris is found, worker is required to press the emergency button located next to the inspection belt, located on the frame and report immediately to Floor Supervisor or Lead.

Production Fork-lift Driver –
Under the direction of Floor Supervisor or Lead, worker will:
Places filled totes onto weigh scales for proper weight.
Removes tote from scale and closes tote and drives tote into freezer with forklift.
Moves pallets of finished cases onto the stretch wrapper for wrapping.
Responsible for assisting palletizers when needed.
Must place forklift on charger at the end of every shift and/or fill propane tank.

3 Headed Filler Operator –
Under the direction of Floor Supervisor or Lead, worker will:
Ensures that boxes that are being filled a filler station are filled to the correct weight of 30.05 lbs.
Uses a stainless-steel scoop to remove any excess weight in boxes being filled.
Works alongside person at check weight station to ensure proper weight and fill.

IQF Warehousing Labor –
Operates forklift in facility loading /unloading product semi-trailers under warehouse supervisor direction.
Removes stretch wrap from incoming pallets for disposal.
Checks incoming material for proper product and lot traceability.
Place pallet tag and buckle strap to pallet for traceability and stability.
Loads/Unloads product into staging zone and or to pull down rooms for heat removal.
Rotates fruit accordingly under the warehouse supervisor's direction to fulfil production needs.
Keeps forklifts clean and free of debris, along with shipping and receiving areas.
Rotates and plugs in forklifts when needed and at the end of the shift for incoming crew.
Ensures all documentation is collected at the end of shift for product traceability.
Weighs waste bins and disposes into Dump truck for land disposal.
Maintains outside shipping areas neat and tidy.
Receives and unloads packaging materials.
Assist production in rotating and organizing freezer and packaging areas.

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Harvest Fruit Hauling and Loading –
Dependent upon what is being hauled, follow direction from supervisor to:
Assist with loading pallets/bins on trailer either by mechanical or manual loading.
Apply load locks to secure load.
If applicable, apply cables, or safety chains to containers or tubs to secure load.
Drive fruit from field to plant .
If applicable, attach grape tubs to truck for hauling.
If applicable, ensure landing pads are lined up under landing gear feet.
Assist with unloading of fruit either by mechanical or manual means.
Ensure fluids, grease and tires are all at appropriate levels.

Report major issues to supervision.

General Labor –

Ground Prep:
Using a tractor or hand labor in any capacity to prep the ground for planting of new crop.

Dust Mitigation:
Applying any material; wood chip, hop debris, grape pumice, calcium or water to roadways in order to minimize dust.

Manure Truck Driver:
Driving a truck or tractor to apply compost to fields.

Haul Fertilizer/Chemical:
Using tractor or truck to haul fertilizer or chemicals to designated location.

Planting Cover Crop:
Using tractor and seed drill to plant cover crop: wheat/grass to middles of rows or fields, as dictated by management.

Replanting:
Dependent upon crop, follow job description for planting and then add any supportive structure applicable to plant.

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

Plastic/Irrigation Removal:
Removing plastic and irrigation pipe debris from the ground post-harvest by hand or by machine.

Burying Labor:
Furrowing plants or placing them in pits by hand with tools or by machine to protect from low temperatures.

Frost Control:
Monitoring of temperatures using a vehicle or ATV.
Starting wind machines and/or lighting heaters as dictated by management.

Harvest Hand Labor:
Dependent upon crop and as dictated by management; harvest crops from trees, vines, bushes or plants by hand, placing crop in bins, buckets, bags or lugs and then depositing crop into designated bins.

Harvest Labor:
Dependent upon crop and as dictated by management, assist in harvest of crops either by manual or mechanical means to remove crops from trees, vines, bushes or plants and prepare crops for transport.

Could involve driving farm implements, fork lifts, palletizing crops in containers and loading pallets or wrapped goods onto loading areas or trucks.

Could involve staging loading areas or prepping areas where harvest will take place or removing harvest equipment and tools.

General Hand Labor:
Depending on crop and as dictated by management, perform duties by hand; with or without tools to prepare ground, cultivate crops or facilitate harvest activities.

Tractor Harvest:
Driving tractor, by any means pulling implements to assist with harvest labor.

General Clean Up and Maintenance Labor:
Assist with farm building/field maintenance and repairs, including removal of weeds and garbage from these areas.
Build/repair fences.

Truck Driver/Field Hauling and Loading –
Dependent upon what is being hauled and as dictated by management.

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Machine Shop Labor –
Using hand tools to disassemble and re-assemble equipment as needed.
may require welding/cutting.
Perform maintenance on vehicles and farm implements/tractors such as oil changes, tire changes, checking fluids.
Cleaning/maintenance/inventory of shop materials and equipment.

Wind Machine Maintenance –
Using hand tools to disassemble and re-assemble equipment as needed.
may require welding/cutting.
Perform maintenance on wind machines and make small repairs as needed.
Consult supervisor for anything other than routine maintenance.

Workers with appropriate insurable driver's license may be required to drive company vehicles, including semi-trucks, within a 150 mile radius of the farm.

Bus/Van Driver Specifications:
Workers with a clean driving record (no major moving violations such as but not limited to Driving While Intoxicated or Reckless Driving) and able to obtain an insurable driver's license or CDL, as applicable, may be required to drive company vehicles.
1. Employee may drive bus/van over the road.
2. Employee will pick up workers from different housing sites/pick up points and take them to an assigned work site and at the end of the day take them back to the housing site/pick up point.
3. In order to drive a bus/van, employee must possess valid CDL/driver's license, as applicable, and must be able to pass physical exam.

All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a CDL/driver's license (DL) on a voluntary basis. The CDL/DL are not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a CDL/DL at the time of application and/or hiring. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to obtain a CDL/DL.

Assist with farm building/field maintenance and repairs, including removal of weeds and garbage from these areas. Build/repair fences. Work is done in the field for long periods of time. Workers may assist in handling product weighing up to 60 pounds and lifting to a height of 5 feet. Workers must work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking.

Work required in fields when plants are wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Temperatures in fields during working hours can range from 10 to over 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations. Allergies to ragweed, goldenrod, honey bees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Workers should be able to do the work required with or without reasonable accommodations.

Must wear assigned personal protective equipment when required. Must report for work daily wearing work clothing and boots or other durable foot wear. Shorts, bathing suits or other casual clothing not permitted. Workers wearing clothing inappropriate for work will not be permitted to start work.

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

Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. Workers will have an unpaid lunch break.

TERMINATION. All workers will be subject to a five-day trial period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the trial period if the worker's performance fails to satisfy the employer's reasonable expectations, or is otherwise unacceptable. Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the trial period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.

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These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Violation of any lawful, job-related employer requirements, including these Work Rules, are grounds for immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.
1.Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property.
2.Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses.
3.Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence alcohol or illegal drugs. Employer prohibits presence of alcohol in housing. Employer will discipline, up to and including termination, workers for the presence, excessive alcohol use and/or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing.
4.Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness. Workers must report any absence from work by 7:00 AM. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence).
5.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.
6.Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters.
7.Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning. Workers must close all doors and windows while using heat and during adverse weather conditions.
8.Workers assigned to bunk beds in employer-provided housing may not separate bunk beds.
9.Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing. Employer furnishes cooking facilities and equipment.
10.Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles.
11.Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand-washing facilities, or to obtain drinking water.
12.Workers may not sleep, waste time, or loiter during working hours.
13.Workers may not leave the field or other assigned work area without permission of employer or supervisor.
14.Workers may not enter employer's premises without authorization.

v. Job Offer Information 22

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 19

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

15.Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time.
16.Workers may not entertain guests in employer-provided housing premises after 10:30 PM, except on Saturdays when guest hours end at 12:00 midnight. No persons, other than workers assigned by employer, may sleep in housing.
17.Workers may not deliberately restrict production or damage products/commodities.
18.Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination.
19.Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination.
20.Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination.
21.Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination.
22.Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination.
23.Workers may not falsify identification, personnel, medical, production or other work-related records.
24.Workers may not drive any vehicles on employer's property without proper licensing, if required.
25.Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers.
26.Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer.
27.Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer.
28.Workers may not misuse or remove from the farm premises without authorization any employer-owned property.
29.Workers may not accept personal gifts from employer's vendors or customers without employer's authorization.
30.Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor.
31.Workers must follow supervisor's instructions. Insubordination is cause for termination.
32.Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records.
33.Workers may not make long distance phone calls without employer's explicit permission.
34.Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule:
First Offense: Oral warning and correction.
Second Offense: Written warning and unpaid leave for balance of day.
Third Offense: Immediate termination. Worker will be asked to sign written fact statement.

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

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 20

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

Strawberry Harvest –

As dictated by management; harvest fruit by hand, placing crop in bins, buckets, bags or lugs and then deposit crop into designated transport bins.
Load fruit containers onto trailers and use appropriate implement to remove fruit from field.
If applicable, load fruit onto pallets.
Prepare fruit containers for transport.
Use forklift to load fruit onto trucks.
Follow supervisor instruction for care and maintenance of forklifts.

x. Job Offer Information 24

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Add Material Terms and Conditions Continued 1

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

Use of employer-provided transportation is voluntary. Workers who decline or are ineligible for employer-provided housing are responsible for own transportation. Employer attests that it will have enough vehicles, with appropriate seating capacity, to transport all workers eligible for employer-provided transportation. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: van (cargo or shuttle) (quantity: 15, seats per: 15) bus (quantity: 18, seats per: 40) bus (quantity: 1, seats per: 45) bus (quantity: 2, seats per: 32). Pick-up time is approximately 7:45am, and drop-off time is approximately 5:15pm. Travel distances vary by worksite. Vehicle safety standards at 29 CFR § 500.104 will apply to all vehicle classes in which round-trip travel in a workday is 75 miles or less. Vehicle safety standards at 29 CFR § 500.105 to the select classes of vehicle covered under such provision to the extent that round-trip travel exceeds 75 miles.

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

H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

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

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

If workers decline employer-offered transportation, employer reimburses such workers reasonable travel costs (transportation, daily subsistence, and lodging if applicable), at least-cost economy-class rates, from the place worker departed to the employer's place of employment. Travel costs that bring workers' pay below the FLSA minimum wage reimbursed in first workweek; remainder of travel costs reimbursed upon completion of 50% of the contract period. Employer arranges/provides outbound travel to workers who complete the contract or are dismissed early without cause. Use of employer-provided transportation is voluntary. If workers decline employer-offered transportation, employer pays/reimburses such workers reasonable travel costs (transportation, daily subsistence, and lodging if applicable) at completion of contract, based on least-cost economy-class rates. No outbound travel benefits provided to workers who resign voluntarily, abandon employment, or are terminated for cause.

z. Job Offer Information 26

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

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

Employer may deduct the worker's portion of workers' compensation premiums and/or Paid Family and Medical Leave premiums, up to the maximum allowable amounts under Washington State law.

No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.
In accordance with 8 CFR § 214.2(h)(5)(xi)(A) and 20 CFR § 655.135(j)–(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.

FIRST WEEK'S PAY. If an applicant fails to verify the start date of need between 9 and 5 business days prior to the original date of need, then they are disqualified from the first weeks' pay obligations listed in 20 C.F.R. § 653.501(c)(3)(i).

RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on non-discriminatory individualized factors.

Employer will pay each worker by cash, check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is
weekly.
Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). Workers are only eligible for overtime pay if required by state law.
Effective January 1, 2023, overtime pay will apply at 1.5 times the regular rate of pay for all hours worked in excess of 48 hours in a workweek.
Workers shall receive a paid 10 minute rest break for every four (4) hours worked. Rest breaks will be paid at the regular rate of pay. If workers are paid by a piece rate (see above), the regular rate of pay shall be determined by dividing the total piece rate earnings for the pay period by the total hours worked in that period, exclusive of rest breaks, or the minimum hourly rate required by law, whichever is greater. Workers shall accrue one (1) hour of paid sick leave for every 40 hours worked. Sick leave will be paid at regular rate of pay. Workers are entitled to use paid sick leave beginning on the 90th calendar day after the employment start date. Unused sick leave of 40 hours or less will be carried over to the following year. Workers terminated for cause or who voluntarily resign employment shall forfeit all unused paid sick time.
ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.

SCHEDULING CHANGES. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods may occur anytime throughout the season. Workers may be assigned a variety of duties in any given day and different tasks on different days.

REASONABLE ACCOMMODATIONS. Qualified workers with disabilities must notify the employer of any accommodations needed to perform the job. Workers must be able to perform the work required, with or without reasonable accommodations. A worker is not eligible for the job if the worker is not able to perform the job duties even with the requested accommodation, or if the employer is not reasonably able to provide the accommodation (i.e., because the accommodation would cause undue hardship on the operation of the business).

NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.

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

H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

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

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

S. and foreign H-2A), employed in the occupation described in this job order.

DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status.
All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate. See Addendum A for piece rate schedule.

. Job Offer Information 28

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

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

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