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 * Farmworkers and Laborers

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	103	103	3. First Date * 5/1/2023	4. Last Date * 11/15/2023

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

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

40	**a. Total Hours**	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 3 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

Fruit farm labor and harvest job description encompasses the growing and harvest of apples, cherries and pears. The worker will perform duties on a motorized platform, from the ground and/ or utilizing a ladder. The worker must possess the ability to pick-up and handle a 10 to 12 ft. orchard ladder weighing up to 60 lbs. Thinning - The worker will hand thin on a motorized platform, from the ground and/ or utilizing a ladder. The worker will use hands or scissor like clippers to remove small fruit blossoms, buds and/ or identifiable fruit from within a cluster of other fruits. The workers must be able to identify and remove fruit that is misshapen, damaged and/ or contains other quality problem. Training - The worker will hand train fruit trees on a motorized platform, from the ground and/ or utilizing a ladder. The worker will tie, tape or clip fruit tree limbs to wires; position limbs of fruit trees; shoot thin; remove suckers, thin clusters, position shoots, hedge or remove leaves. Pruning - The worker will hand prune trees and on a motorized platform, from the ground and/ or utilizing a ladder. The worker will utilize hand shears, hand loppers, hand saws and other equipment. The worker may be required to selectively prune trees of certain size and color as instructed by their supervisor. The worker will identify and remove stubs, broken branches, downward growing branches, branches which rub against each other, shaded interior branches, dead wood, shoots and suckers with various equipment.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 17 . 97	☑ HOUR ☐ MONTH	$ _____.___	

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-300-23047-781624 Case Status: Full Certification Determination Date: 03/16/2023 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. * 3

3. Training: number of months required. * 0

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

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☐ d. Drug screen
☑ e. Lifting requirement 60 lbs.
☑ 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)*

See Addendum C.

C. Place of Employment Information

1. Place of Employment Address/Location *
600 Houghton Rd.

2. City *	3. State *	4. Postal Code *	5. County *
Zillah	Washington	98953	Yakima

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

NWFM, LLC as operator for NKC Pac

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 *
250 Cherry Hill Road

2. City *	3. State *	4. Postal Code *	5. County *
Granger	Washington	98932	Yakima

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

7. Total Units * 10

8. Total Occupancy * 64

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)* *

None

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.)

Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(9). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

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

F. Transportation and Daily Subsistence

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

See Addendum C

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

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 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.)

The employer will accept referrals from any source. Candidates can visit the nearest employment office (i.e., Washington Employment Security Department) where they will be apprised of the terms and conditions of employment.
Applicants that are interested in the job opportunity or need more information about the job opportunity may call 509-907-5497, 8 am to 4 pm, Monday through Friday, for an application and/or interview. At that time, the employer will apprise applicants of qualifications, answer questions, assist in setting up an interview or conduct an interview via phone.
Federal law requires that all employees show proof of identity and eligibility to work. The employer complies with the law and will require all employees to provide documentation within the first three days of employment. Only the Ranch Foreman, HR Manager, Orchard Manager and the owners have the authority to hire workers. If you want to recommend someone for hire please refer that person to your Ranch Foreman or Orchard Manager. Workers must meet all of the following criteria:
1.Are available and indicate willingness to work the contract period
2.Agree to abide by all material terms and conditions of employment;
3.Are legally entitled to work in the U.S.
4.Satisfy all minimum job requirement and are able, willing and qualified to perform the work.
Applicants may also apply at their nearest state employment officer per 20 CFR 655.152(j), the staff will apprise applicants of material terms and conditions of employment and will refer applicants for a hiring interview if the applicant is qualified for employment.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (509) 907-5497	N/A	N/A

5. Website Address (URL) to Apply *
www.worksourcewa.com

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 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 §
Veselka	Keith	
4. Title *		
Owner/Manager		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	3/3/2023

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
	Harvest - Dark Red Cherry	$ 00 . 22	Piece Rate	$.22 per pound. Estimated hourly wage rate equivalent for this piece rate is $22 per hr. based on workers picking 100 lbs per hour on average. Guaranteed $17.97/hr.
	Harvest - Sweetheart Cherry	$ 00 . 21	Piece Rate	$.21 per pound. Estimated hourly wage rate equivalent for this piece rate is $21 per hr. based on workers picking 100 lbs per hour on average. Guaranteed $17.97/hr
	Harvest - Lapin Cherry	$ 00 . 20	Piece Rate	$.20 per pound. . Estimated hourly wage rate equivalent for this piece rate is $20 per hr. based on workers picking 100 lbs per hour on average. Guaranteed $17.97/hr.
	Harvest - Yellow Cherry	$ 00 . 21	Piece R	$.21 per pound. Estimated hourly wage rate equivalent for this piece rate is $21 per hr. based on workers picking 100 lbs per hour on average. Guaranteed $17.97/hr.
	Harvest - Gala Apples	$ 28 . 26	Piece Rate	$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is $21.19 based on workers filling 0.75 bins per hour on average. Guaranteed $17.97/hr.
	Harvest - Cripps Apples	$ 30 . 00	Piece Rate	$30.00 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is $22.50/hr. based on workers filling 0.75 bins per hour on average. Guaranteed $17.97/hr
	Harvest - Gala Apples	$ 28 . 26	Piece Rate	$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is $21.19 based on workers filling 0.75 bins per hour on average. Guaranteed $17.97/hr
	Harvest - Fuji Apples	$ 28 . 26	Piece Rate	$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is $21.19 based on workers filling 0.75 bins per hour on average. Guaranteed $17.97/hr.
	Harvest - Honeycrisp Apples	$ 31 . 76	Piece Rate	$31.76 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is $23.82/hr. based on workers filling 0.75 bins per hour on average. Guaranteed $17.97/hr.
	Harvest - Granny Smith Apples	$ 28 . 26	Piece Rate	$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is $21.19 based on workers filling 0.75 bins per hour 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
	Harvest - Color Picking Apples	$ 17 . 97	Hour	Workers will be guaranteed $17.97 per hour.
	Harvest - Pears - All Varieties	$ 17 . 97	Hour	Workers will be guaranteed $17.97 per hour
	Driver - Special Pay Information	$ 18 . 25	Hour	While transporting workers as an FLCE licensed driver, the employer will pay workers an increased hourly wage of $18.25 while performing this duty.
	Harvest - Apples, Stem Clip - Low Density	$ 17 . 97	Hour	Workers will be guaranteed $17.97 per hour.
	Pruning - Apples- All Varieties	$ 17 . 97	Hour	Workers will be guaranteed $17.97 per hour.
	Harvest - Apples - All other varieties	$ 28 . 26	Piece Rate	$28.26 Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is $21.19 based on workers filling 0.75 bins per hour on average. Guaranteed $17.97/hr.
		$.		
		$.		
		$.		
		$.		

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 §
NWFM, LLC as operator for Pinnacle Pacific	Razorback Ranch- 351 Schraeder Rd Tieton, Washington 98947 YAKIMA	Razorback Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for Pinnacle Pacific	14306 Acord Rd Benton City , Washington 99320 BENTON	Red Stick Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for Four Corners Farmland	16518 Road 26 SW Mattawa, Washington 99349 GRANT	Mattawa Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for NKC Pac	1651.5 Cheyne Rd Zillah, Washington 98953 YAKIMA	Highland Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for NKC Pac	622 Eaker Rd Zillah, Washington 98953 YAKIMA	Mirkwood Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for NKC Pac	1460 Cheyne Rd Zillah, Washington 98953 YAKIMA	Cheyne Ranch	5/1/2023	11/15/2023	103
Perfect Pear	3190 Yakima Valley Hwy. Wapato, Washington 98951 YAKIMA	Perfect Pear Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for NKC Pac	1650 Cheyne Rd Zillah, Washington 98953 YAKIMA	Cheyne North Ranch - North Entrance	5/1/2023	11/15/2023	103
NWFM, LLC as operator for NKC Pac	261 N Zickler Rd Zillah, Washington 98953 YAKIMA	Knights Hill Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for NKC Pac	450 Bella Terra Rd Zillah, Washington 98953 YAKIMA	Bella Terra Ranch	5/1/2023	11/15/2023	103

D. Additional Housing Information

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 §
NWFM, LLC as operator for NKC Pac	241 Harrison Rd Sunnyside , Washington 98944 YAKIMA	Harrison Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for Asellus - Washington LLC	13221 Old Naches Hwy Naches , Washington 98937 YAKIMA	Mt Cleman Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for Asellus - Washington LLC	Stage Way Ranch - 161 Fromherz Dr Gleed , Washington 98908 YAKIMA	Stage Way Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for NKC Pac	600 Houghton Rd. Zillah , Washington 98953 YAKIMA	Ditchbank Ranch (DB)	5/1/2023	11/15/2023	103
NWFM, LLC as operator for NKC Pac	1490 Cheyne Rd. Zillah, Washington 98953 YAKIMA	Cheyne North Ranch (CN)	5/1/2023	11/15/2023	103
NWFM, LLC as operator for Asellus - Washington LLC	761 Shannon Rd. Yakima, Washington 98908 YAKIMA	Umbarger Ranch	5/1/2023	11/15/2023	103
Victory Farms, LLC	11141 Yakima Valley Hwy. Zillah, Washington 98953 YAKIMA	Cheyne South Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for Asellus - Washington LLC	Umbarger Ranch - 521 Udell Rd Yakima, Washington 98908 YAKIMA	Umbarger Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for Asellus - Washington LLC	Youngs Grade Ranch - 1701 Youngs Grade Rd Yakima, Washington 98908 YAKIMA	Youngs Grade Ranch	5/1/2023	11/15/2023	103
NWFM, LLC as operator for Asellus - Washington LLC	161 Shannon Rd. Yakima, Washington 98908 YAKIMA	Umbarger Ranch	5/1/2023	11/15/2023	103

D. Additional Housing Information

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 §
Red Stick Farms	14306 Acord Rd Benton City, Washington 99320 BENTON	Red Stick Ranch	5/1/2023	11/15/2023	103
Victory Farms Management, LLC	11141 Yakima Valley Hwy Zillah, Washington 98953 YAKIMA	Cheyne South Ranch	5/1/2023	11/15/2023	103

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	2701 West Breezie Benton City, Washington 99320 YAKIMA		3	36	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	14306 Acord Rd Benton City, Washington 99320 BENTON		1	15	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	13484 Old Naches Highway Naches , Washington 98937 YAKIMA		1	18	☑ Local authority ☑ SWA ☐ Other State authority ☑ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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

H-2A Case Number: H-300-23047-781624 Case Status: Full Certification Determination Date: 03/16/2023 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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*) *

For workers residing in employer provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for own daily transportation. Employer provides, at no cost, incidental transportation between worksites.

b. Job Offer Information 2

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

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

Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employers place of employment. Travel reimbursements are based on the least-cost, economy-class common carrier rate.

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements 5- Additional Terms and Conditions

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

Washington Family Leave Act
Pursuant to the Washington State Pad Family Medical Leave program, an employee may be eligible for Paid Family and Medical Leave benefits. The employer will withhold from the employee's wage the maximum amount for the portion of the employee premium as required by law.
Washington Cares Act
Starting Jan. 1, 2022, ESD will assess each individual employed in Washington a premium based on the employee's wages equal to $0.58 per $100 of earnings (i.e., if employees earn $750/biweekly pay period, they would be assessed a $4.35 biweekly premium). The premium rate will be reassessed every other year beginning Jan. 1, 2024, but is capped at .58 percent. The employee's employer will withhold this amount and pay it to the WA Cares Fund.
Unemployment Insurance
Domestic workers are generally covered by unemployment insurance. Foreign workers are generally not eligible for unemployment insurance benefits. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.
Workers Compensation
All employees are covered by workers' compensation insurance in accordance with state law. This insurance provides payment of medical benefits and time loss payments to a worker who is accidentally injured on the job. Employer assures that its workers compensation policy will remain valid throughout the contract period. Workers Comp is coverage specifically designed to cover workplace injuries and illnesses and is provided by the employer.
Tools & Equipment
The employer will furnish without charge all tools, supplies and personal protective equipment required to perform the job. Deductions in pay for breakage, loss or damage of equipment or tools beyond wear and tear will be made in accordance with state law. To secure a replacement at no cost for an employer provided item, the worker must present the worn-out item to be replaced.

d. Job Offer Information 4

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

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

COVID-19
Workers must comply and cooperate with all measures by the employer and as recommended or required by the Centers for Disease Control and other government officials such as COVID workplace and housing guidelines, such as the use of face coverings, worker health checks, social distancing, sanitation measures and any other recommendations, requirements or guidance. If the stay-at-home order is a government order, all workers must comply. Workers will be asked to receive a COVD-19 vaccination and/or additional boosters to protect other workers and the public.

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements 7- Additional Terms and Conditions

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

Human Trafficking
You may contact the services or hotline listed below if you think that you may be a victim of trafficking: Emergencies: 911 Human Trafficking Hotline: 1-888-373-7888
WASHINGTON LANGUAGE
Office of Crime Victims Advocacy Web site or Hotline: 1-800-822-1067 or on the Web at www.commerce.wa.gov/site/247/default.aspx.
Department of Labor & Industries' Crime Victim Compensation Service Center: 1-800-762-3716 or on the Web at www.crimevictims.Lni.wa.gov.
For information on workplace rights, worker safety and health or workers compensation, contact Department of Labor & Industries at 1-800-547-8367 or on the Web at www.Lni.wa.gov.
See other relevant telephone numbers on the workplace posters at your workplace or at www.Lni.wa.gov/IPUB/101-054-000.pdf.

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements 8- Additional Terms and Conditions

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

General Job Specifications:
1.Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established farm safety guidelines, practices and procedures.
2.Must wear all required and assigned personal protective equipment always when required to do so. Employee must wear proper clothing and footwear depending on the season. All footwear must be closed-toe due to safety precautions.
3.The employer or designated employee will provide instructions and general supervision. Employees will be expected to conform to the specific instructions given for each day?s work.
4.Employees will be required to attend an orientation on workplace rules, policies and safety information.
5.All work sites covered by this clearance order and all facilities of the employer are drug free workplaces. Employees must not report for work, enter employers property, or perform service while under the influence of or having used illegal controlled substances. Employees must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.
6.No non-employees will be permitted in or adjacent to the work site. In particular, no children may be present at or adjacent to work sites or left in vehicles during the workday. Employees arriving at work with non-working children or other non employees will be sent home.
7.Employees who are eligible for employer provided housing will have employer arranged transportation from the housing to the worksite

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements- Housing Terms and Conditions

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

Workers can receive mail at the assigned housing address. Workers may be contacted in the event of an emergency by telephone by contacting the office. Collect telephone calls will not be accepted. The employer will provide housing at no cost for H-2A workers and those in corresponding employment who are not reasonably able to return to their residence within the same day in accordance with 20 CFR 655.122(d). Kitchen and other common facilities will be shared. The employer will distribute and post a camp management plan and housing rules. Workers who do not comply with housing rules will be subject to progressive discipline up to and including termination and removal from housing. If a worker is terminated, they must vacate housing within 72 hours of termination of employment. The employer will assign housing accommodations, no person may occupy employer-provided housing without prior written permission by the employer. The worker agrees to have deductions made from their last paycheck for damages to housing consistent with federal and state law.
Employer will assign employees housing accommodations. No person not authorized by the employer may occupy employer-provided housing. Overnight guests are not permitted.
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.
Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters. Workers may not be under the influence of drugs or alcohol in employer provided housing or return to the employer provided housing while drunk or under the influence of drugs.
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.
Workers agree to have deductions made from their last pay check for damages to housing as a result of breakage, damage caused by the worker dishonest of willful act, loss for damage of equipment beyond normal wear and tear consistent with state employment regulations, if found to have been the responsibility of the employee through civil court proceedings.
All visitors to the housing facility must check in with the employer and housing manager. Access to housing by authorized government personnel, job service outreach workers, and invited guests is permitted in common areas as long as their presence does not disrupt nor interfere with the right of quiet enjoyment of all housing residents.
Based on local, state and federal COVID guidance, employees may not visit other housing facilities or units for the benefit of each workers safety. Non-employees and outside guests are prohibited entry into housing units.

h. Job Offer Information 8

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

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

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

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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Prohibited and Unacceptable Conduct

Per 20 CFR 655.135 (j), The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor. This provision does not prohibit employers or their agents from receiving reimbursement for costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport, or visa fees. Worker will be reimbursed should the worker receive a visa and arrive at the place of work.

Please report any of the following conduct immediately to your supervisor or the main office. This conduct is prohibited.

1.If someone promises work in exchange for money or a favor;
2.If someone refers you to work in exchange for money or a favor;
3.If someone tells you that you will not be hired unless you pay them money;
4.If you are offered extra pay for anything other than your work;
5.If you are offered cash pay; or
6.If you are asked to do anything with a paycheck issued to someone other than yourself (such as to sign for, endorse, deposit or cash the check)

j. Job Offer Information 10

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

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

Workers Compensation is provided -
Carrier: Department of Labor & Industries
Contact: Olivia Juarez at 509-728-7740 within 24 hours of accident

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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

The company may discipline and/ or terminate a worker for lawful job-related reasons. The following are examples of unacceptable conduct. This is not an exclusive list. The company will respond to violations of these rules and any improper conduct based on the seriousness of the offense. There is no guarantee of progressive discipline some conduct will result in termination on the first offense. Discipline and termination is in the company's sole discretion. Failure or refusal to carry out job assignments and management requests; Falsification of any work, personnel, or other company records, including entering false information into the time clock or clocking in/ out for another person; Dishonesty, including unauthorized taking of company equipment, property or funds; Discrimination against or harassment of co-workers in retaliation against coworkers who complain about discrimination or harassment; Possession, use, sale or being under the influence of alcohol or illegal drugs during work hours or on company property. "Illegal drugs" includes all substances scheduled under the federal Controlled Substances Act (including marijuana) and including prescription drugs taken without or contrary to a prescription. 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.

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements 3- Additional Terms and Conditions

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

Workers who are consistently unable to perform their duties in a timely and proficient manner consistent with applicable industry standards for all workers, considering all factors, will be provided training in accordance with employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the employee to work more efficiently. If performance does not improve after coaching and several warnings, the employee may be terminated. These standards are not linked to any specific productivity
measure.

Three Quarters Guarantee

The employer will guarantee the worker employment for a total number of 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 of the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or it's extensions, if any. Abandonment of Employment or Termination for Cause If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer will notify the DOL and, if applicable, the DHS, in writing not later than 2 working days after termination. Employees will be deemed to have abandoned the contract regardless of any express termination for cause, if such employee fails to show up for work at the assigned time and place for 5 consecutive workdays.

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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements 2- Additional Term and Conditions Cont'd

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

Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing.
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 or failure to call in when absent or late for work. Bringing weapons onto company property; Deliberate damage to company property or property belonging to another employee; Verbal abuse, fighting or threatening another employee;
Violating safety rules or misuse of equipment; Violation of any other company policy.
No Complete, No Rehire Policy
Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. Employer has a no complete, no rehire policy.
Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately and will be disqualified from future employment opportunities with this employer.
Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship on a case by case basis. Employees are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete, no rehire policy.

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements 4- Additional Terms and Conditions

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

Paychecks
Paychecks are issued biweekly. Workers are responsible for following employer's guidance on time keeping for payroll hours. It is forbidden to falsify time records, to clock in or out for another person or to ask someone to clock in or out on someone else's behalf. It is against company policy to pay cash; all pay is issued via company checks.
Pay Stubs
The employer will furnish to the worker on or before each payday a written statement showing the workers total earnings, hourly rate, piece rate, hours of work offered, hours worked, itemization of deductions, units produced if paid by piece rate, beginning and ending dates of pay period, employer's name, employer's address and employer's Federal Identification number in accordance with 20 CFR 655.122(k).
Accrued Sick Leave Per Washington State Law, employees shall accrue one hour of paid sick leave for every 40 (forty) hours worked.
Sick leave will be paid at the regular rate of pay. Employees will be entitled to use paid sick leave beginning on 90th calendar day after the start of employment .

Overtime pay will apply at least 1.5 times the employee’s regular hourly rate for all hours worked in excess of 48 in one workweek.

Workers will receive a paid 10-minute rest break for every four hours worked, paid at the regular hourly rate of pay. If workers are paid by piece rate, wages are calculated by totaling the weekly amount of pay and divided by the hours worked

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

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

Deductions may be made for the recovery of any loss to the employer due to damage beyond wear and tear in All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Workers must obtain employer's permission to make personal long-distance phone calls on employer's phone. Making a personal long-distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay

p. Job Offer Information 16

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

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

Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. The employer will withhold from the employees wages the maximum amount for the portion of employee premium required under WA State RCW 50A.04, Paid Family and Medical Leave Program and also withhold the employee's portion of the WA Cares long term care insurance program.

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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

For those drivers transporting workers in WA State 12/15 passenger Van Driver Specifications: 1. Employee may drive 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 work day. Van driver will then transport employees back to housing sites. If it is pay day or grocery day, Van Driver will transport them to local grocery stores and or banks. 3. In order to drive a Van, Employees must possess a valid drivers' license (state issued) and must be able to pass Class B Physical exam and register as an FLCE driver. Or Mexican Drivers license will be used to apply for FLCE certificate. The employer will be responsible for the cost of the Driver's License, Class B Physical Exam, and registration as an FLCE driver (if any). All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a driver's license (DL) and register as an FLCE driver on a voluntary basis. The DL and FLCE Certificate are not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a DL or FLCE Certificate 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 DL or FLCE Certificate.

r. Job Offer Information 18

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

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

This application encompasses general farm labor and labor for the raising and harvest of apples, pears, and cherries.
Operation of farm equipment such as tractors and some workers may be eligible to drive workers.
The anticipated hours listed represent the normal work schedule. Due to the nature of these crops, weather, and the requirement to send crops to customers when needed, it is the prevailing practice to work more or different hours than those listed.
A worker may be offered more than the specified hours of work; however, the worker will not be required to work for more than the number of hours specified in the job order, or on the worker’s Sabbath or Federal holidays. Saturday work may be required.
Employer-paid drug test is required if a worker has an accident at work.
Work day start times vary depending on the weather. depending on the time of year, hours of daylight, and production requirements. Workers must be able to work varying shifts as required by the season and work performed. Workers are notified of any change in the start times. Work may be performed during rain, light snow, cold, freezing temperatures and/or in high humidity and in temperatures over a 100 degrees F. Worker may be required to work in fields when crops are wet with dew/rain and should have suitable clothing for variable weather conditions Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday. Workers must work at a sustained, vigorous pace and make bona-fide efforts to work efficiently and consistently that are reasonable under the climatic and all other working conditions. The job requires three months experience of general farm labor.

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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

Full Growing Season Commitment: The job offered requires that the worker be available for work every day that work is available for the full period of employment. The worker agrees to be available for work and perform the assigned work for the assigned employer whenever work is available through the full period of employment. Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper harvest methods and other crop specific issues such as particular grading and or sizing. Workers with a valid driver's license, 25 years or older, may drive vehicles to transport equipment and workers. Driver must have license issued to the driver by his or her home country or a licensed driver who holds a license with his or her "home state". Insurable means the driver must not have a license that has been revoked or a license restricted by a court for a driving offense and that is valid under the above Washington State rules and be accepted by the employer's insurance carrier.

t. Job Offer Information 20

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

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

Cherry, Apple and Pear Harvest. The worker will hand harvest fruit on a motorized platform, from the ground and/ or utilizing a ladder. The worker will attach the harness, bucket or bag and pick low hanging fruit. The worker will pick according to grade, color and size by grasping fruit with their hands and removing it from the tree in a motion that will not harm buds on tree branches. The worker will carry the harness, bucket or bag of fruit and will place the fruit into lugs. The worker must exercise care at all times to prevent bruising of fruit or breaking of branches. Some workers may be tasked with examining harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications. Additional Duties 1.Caring for trees during growing process. 2.Monitoring tree disease such
as blighted branches in apples and gummosis in cherries. 3.Harvest preparation including spreading liners in bins and rolling bins into blocks by hand. 4.Loading and unloading empty bins by hand. 5.Sorting fruit during harvest and verifying quality of fruit 6.Farm clean up tasks to include picking up garbage around the orchard, removing old string/ wire from trellis/ orchard blocks and other tasks. 7.Operating farm machinery and/ or motorized vehicles to assist in orchard work and transporting fruit, materials, supplies and workers. 8.Maintenance tasks for farm machinery. 9.Assisting Orchard Manager in daily duties 10.Bin repair.

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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

Enjoys working in a fast-paced, high-energy environment. Excellent communication skills in English and Spanish preferred, but not required. The ability to solve mechanical, hydraulic and electrical problems on farm equipment is preferred, but not required.

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 Cont'd

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

Workers may also: 1.Operate or maintain equipment used in agricultural production and field preparation such as tractors, irrigation equipment, 4-wheelers, trucks, and other commonly used equipment in agriculture. 2.Operate tractors to mow, weed spray and trailers in the fields. 3.Load and mix chemicals in addition to operating tractors pulling air blast sprayers. 4.Install monitor, maintain and repair the irrigation system for a specified area of the fields. 5.Spray fertilizer or pesticide solutions to control insects, fungus and weed growth, and diseases, using hand sprayers. 6.Workers may also clear debris and garbage from fields and clean/maintain farm buildings, structures, equipment, and work areas. 7.Assist with farm building/field maintenance and repairs. 8.Workers may also drive vehicles to transport farm workers, produce and equipment. 9..Verify bin count and numbers and ensuring bins are adequately full 10.Communicate with crew boss to ensure bins are full and fruit is handled appropriately 11.Laying and removing mylar from orchards 12.Sanitize bins, lugs and buckets 13.Remove bins from orchards, pick up lugs from orchards 14.Hoeing of apple trees 15.Adjust, repair, and service farm machinery and notify supervisors when machinery malfunctions. 16.*Maintain and operate drip irrigation equipment. Record irrigation times and evaluate need for repairs and adjustments to the irrigation system. 17.Observe and listen to machinery operation to detect equipment malfunctions. 18.Attach farm implements such as plows, discs, sprayers, or harvesters to tractors, using bolts and hand tools. 19.Operate towed machines to plant, fertilize, dust, and spray crops.

Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non-passenger intended equipment unless instructed and authorized by the employer or supervisor to do so. All work-related injuries must be immediately reported to the crew leader, foreman, or supervisor, if requested. Full Growing Season Commitment: The job offered requires that the worker be available for work every day that work is available for the full period of employment. The worker agrees to be available for work and perform the assigned work for the assigned employer whenever work is available through the full period of employment. Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper harvest methods and other crop specific issues such as particular grading and or sizing specifications Washington Pesticide Attestation: The Employer attests that these workers will be properly trained by the farm manager who has a valid Private Applicator license which is the standard pursuant to Washington State Department of Agriculture (WSDA). Furthermore, the farm manager will be available to ensure that workers understand all chemical labels, safety instructions, and application instructions pursuant to WSDA.

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- Van Drivers

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

Van driver may be an H-2A or corresponding domestic workers. The employer assures that employees who drive the Vans are compensated for their driver time. Van drivers perform MSPA and related paperwork (i.e., logging) as required by law which they are compensated for. Van drivers will be required to perform daily maintenance checks. Daily logs will be either in paper or electronic forms. The Van driving job duty is not a different job and the drivers will perform harvesting job duties when not driving. Drivers pick up workers from the housing sites/pick up points and drop them off at the worksite. At the end of the workday, Van driver will take the workers back to the housing sites/pick up points. Drivers are also responsible, during the workday, for filling the vehicle with gasoline and keeping it clean. The employer assures that drivers are paid at least the AEWR for actual driving time and to the extent applicable, processing Vans paperwork, trips to the gas station, and cleaning the vehicle. See Addendum for Pay Rate Information.

x. Job Offer Information 24

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

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

Inbound:
For the Workers who complete 50 percent of the work contract, the Employer will either provide transportation and subsistence during transportation, or reimburse the reasonable cost incurred by the Worker for transportation and subsistence during transportation from the place from which the Worker departed to the employers place of employment. In order to comply with the FLSA, the Employer will advance this payment prior to the first paycheck. Workers who do not complete 50% of the contract will have the advance deducted from their final paycheck. Transportation may be arranged by the employer and could include any of the following, depending on cost efficiency: Bus, Plane, Train; or a combination of the travel means.
The Employer will reimburse subsistence during transportation as soon as practical after the Workers arrive. The rate of reimbursement for subsistence during transportation is $15.46 per day if no receipts are offered, up to a maximum of $59.00 per day if the Worker presents receipts as specified in 20 CFR 655.122 (h)(1) and 20 CFR 655.173(a). Employer will provide or pay for reasonable lodging accommodations when applicable. The amount of the daily subsistence payment will be at least as much as the employer would charge the worker for providing three meals a day during employment (if applicable), but in no event less than the amount permitted under sec. 655.173(a), which is $15.46 per day according to Federal Register.
Outbound:
Employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer, pursuant to 20 CFR 655.122(h)(2).

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 Cont'd

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

The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The employer will provide or pay for transportation and subsistence under this
agreement if the worker is terminated because of work related injury and is so certified by a doctor before leaving the place of employment, or terminated because of an act of God which makes fulfillment of the work contract impossible or if a foreign worker is displaced by a U.S. worker in accordance with 20 CFR 655.122(i)(4).
The workers will be reimbursed for appropriate inbound transportation costs, VISA, CBP fee, and daily subsistence fees within the first work week in accordance to the FSLA requirements. Workers that do not complete 50% of the work contract may have inbound transportation reimbursement fees deducted from their final paycheck if they are terminated, quit or abscond from employment.
Outbound:
Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation will be provided their outbound transportation and subsistence checks before leaving the employer's workplace. Workers may select any means of transportation home they choose; however, the reimbursement is limited to lesser of the per worker cost of employer provided transportation or the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower for any damages, injuries, and personal or property losses.

z. Job Offer Information 26

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

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

Employer will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier (vans, buses) transportation charges for the distances involved.
Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment.
Employer provides or pays outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause.
Travel reimbursements are based on the least-cost, economy-class common carrier rate.

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 *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Plan

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

Daily transportation via eight (8) 15 passenger vans is provided and will be utilized to transport workers from the housing to the worksites and from the worksites to housing. The schedule is as follows:
Workers will be picked up at their housing location and
transported to the worksite to arrive between 7:00 a.m. and 7:30 a.m. Workers will be picked up from the worksite between 3:00 p.m. and 3:30 p.m. and transported to their housing location. Start and end times vary and are dependent on time of year and temperature.
Vehicles utilized to transport workers are covered under NWFM, LLC's vehicle insurance policy which includes property damage insurance.
For workers residing in employer-provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite.
Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing.
Local workers and workers who decline employer-provided housing are responsible for own daily transportation.
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).

. 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.