*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/Laborers

| 2. Workers Needed * | a. Total | b. H-2A Workers | Period of Intended Employment | |
|---|---|---|---|---|
| | 8 | 8 | 3. First Date * 4/25/2023 | 4. Last Date * 11/15/2023 |

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ 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. 7 : 00 ☑ AM ☐ PM
b. 1 : 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 | $ 00 . 00 | Additional Crop or Agricultural Activities and Wage Offer Information |

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-300-23056-803744 Case Status: Full Certification Determination Date: 03/28/2023 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 *
10447 US-2

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Peshastin | Washington | 98847 | Chelan |

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

See Addendum for additional housing information

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 *
11007 Hwy 2

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Peshastin | Washington | 98847 | Chelan |

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

7. Total Units * 3

8. Total Occupancy * 16

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)* *

See Addendum C

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

The employer will furnish cooking facilities with working appliances, hot water, a place to prepare food at
no cost to employees occupying employer-provided housing.

Employees will purchase their own food and prepare their own meals. In the event that it becomes necessary for the employer to provide 3 meals a day to the workers, the employer will charge $15.46 per day or the current allowable charge as designated by the DOL.

| | | | |
|---|---|---|---|
| 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.)*

The Employer will offer transportation to and from employer provided housing to the work site, at no cost to workers who qualify.

The workers will be picked up at the housing locations; the time of pick-up depends on variable factors, such as weather, field location, job duties, etc. They will be returned to the housing in the same manner after their shift is done; time varying depending on the same factors. 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.)*

Employers will accept referrals or applications from any source. The employer will provide a copy of this ETA 790 and Addendums to any job seeker looking for work. Any jobseeker wishing to apply for this job opportunity must be fully apprised of the terms and conditions of the ETA 790 and Addendums.

SWA may only refer for employment individuals who have been apprised of the material terms and conditions of employment and have indicated, by accepting referral to the job opportunity, that he/she is qualified, able, willing, and available for employment. Applicants can view the job order on the Washington ESD website at: https://www.WorkSourceWA.com.

Note: This employer will not hire undocumented or fraudulently documented workers.

Candidates may apply in person at Prey Orchards 11007 Hwy 2 Peshastin WA 98847, 8 am to 5 pm, Monday through Friday or for a hiring interview over the phone, the applicant may call the employer at 509-669-3550. Employer will conduct an interview and if the candidate appears qualified will communicate a hiring decision.

Employer will verify, within the time stipulated by the law, the validity of documents provided by workers to demonstrate eligibility to legally work in the United States.

Candidates are encouraged to check back with Employer one week prior to the date of need to confirm there have not been any changes to the job opportunity. Candidates referred by the employment office (i.e. WorkSource) should check back with the employment office 9 days and no later than 5 days prior to the date of need to preserve their rights under 20 CFR 653.501(d)(4).

All qualified eligible U.S. workers are encouraged to apply for these jobs during the positive recruitment period and through 50% of the contract period.

| 2. Telephone Number to Apply * | 3. Extension § | 4. Email Address to Apply * |
|---|---|---|
| +1 (509) 669-3550 | N/A | Rudy@preysfruitbarn.org |

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 § |
|---|---|---|
| Prey | Rudy | |
| 4. Title * | | |
| Owner | | |

| 5. Signature (or digital signature) * | 6. Date signed * |
|---|---|
| Digital Signature Verified and Retained By Certifying Officer | 3/7/2023 |

**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 |
|---|---|---|---|---|
| | Pear: Red/Green Barlett Harvest | $ 25 . 04 | Piece Rate | The employer may pay hourly or by piece rate. If paid hourly the rate will be $17.97 an hour. If paid by the piece rate the minimum rate will be $25.04 per bin (47" X 47"X 24.5") Estimated hourly wage rate equivalent for this piece rate is $18.03 based on workers filling .72 bin/hr on average. This may vary due to tree size, age, variety, crop load and the extent of the worker that is required. Guaranteed $17.97 per hour. See Addendum 8e. Additional Crop or Agricultural Activities and Wage |
| | Pear: Red /Green D'Anjou Harvest | $ 25 . 04 | Piece Rate | The employer may pay hourly or by piece rate. If paid hourly the rate will be $17.97 an hour. If paid by the piece rate the minimum rate will be $25.04 per bin (47" X 47"X 24.5") Estimated hourly wage rate equivalent for this piece rate is $18.03 based on workers filling .72 bin/hr on average. This may vary due to tree size, age, variety, crop load and the extent of the worker that is required. Guaranteed $17.97 per hour. See Addendum 8e. Additional Crop or Agricultural Activities and Wage |
| | Pear: Bosc | $ 25 . 04 | Piece Rate | The employer may pay hourly or by piece rate. If paid hourly the rate will be $17.97 an hour. If paid by the piece rate the minimum rate will be $25.04 per bin (47" X 47"X 24.5") Estimated hourly wage rate equivalent for this piece rate is $18.03 based on workers filling .72 bin/hr on average. This may vary due to tree size, age, variety, crop load and the extent of the worker that is required. Guaranteed $17.97 per hour. See Addendum 8e. Additional Crop or Agricultural Activities and Wage |
| | Starkrimons/Calle Pear Harvest | $ 25 . 04 | Piece R | The employer may pay hourly or by piece rate. If paid hourly the rate will be $17.97 an hour. If paid by the piece rate the minimum rate will be $25.04 per bin (47" X 47"X 24.5") Estimated hourly wage rate equivalent for this piece rate is $18.03 based on workers filling .72 bin/hr on average. This may vary due to tree size, age, variety, crop load and the extent of the worker that is required. Guaranteed $17.97 per hour. See Addendum 8e. Additional Crop or Agricultural Activities and Wage |
| | Pear: Concord | $ 25 . 04 | Piece Rate | The employer may pay hourly or by piece rate. If paid hourly the rate will be $17.97 an hour. If paid by the piece rate the minimum rate will be $25.04 per bin (47" X 47"X 24.5")Estimated hourly wage rate equivalent for this piece rate is $18.03 based on workers filling .72 bin/hr on average.. This may vary due to tree size, age, variety, crop load and the extent of the worker that is required. Guaranteed $17.97 per hour. See Addendum 8e. Additional Crop or Agricultural Activities and Wage |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |
| | | $ _____ . _____ | | |

**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*) *

PEAR Harvest: The Worker will hand harvest pears this can be performed from a motorized platform and/or from the ground or a ladder. The Worker will attach harness, bucket or bag and picks low hanging fruit while standing on the ground and higher branches while standing on a ladder. The Worker will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. The Worker will carry harness, bucket or bag of up to 20lbs to 60 lbs. and will place fruit into lugs or bins. Care must be exercised at all times to prevent bruising of fruit or breaking of branches. The Worker may be required to examine harvested fruit in plastic/wooden bins and sort out any fruit not meeting the grade, color and size specifications.

THINNING: Thinning is a manual process used to control the size and quality of grown fruit. This process requires the Worker to remove, in some cases not limited to the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. The Worker will be expected to be able to identify and remove fruit that is misshapen, damaged and/or with other quality problems as directed by supervisors. Thinning may be performed from a motorized platform and/or from the ground or a ladder, worker must be able to use scissor like clippers. The Worker must possess the ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds.

TRAINING: Training is a process in which the fruit tree is manipulated to increase yield and/or quality and proper fruit load. Training may be performed from a motorized platform and/or from the ground or ladder. The Worker must possess the ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Some example training tasks are but not limited to:
Tying, taping or clipping pears limbs to wires.
Tying up or down pears limbs.
Training and limb positioning of pears trees.
Shoot thinning, sucker removal, cluster thinning, shoot positioning, hedging, or leaf removal.
Propping and supporting pears trees.
*See Job Duties 1.2

*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*) *

The Employer will make the following deductions from the worker's wages: FICA taxes, Federal Income tax if required, other deductions expressly authorized or required by state or federal law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the employer due to the worker's damage (beyond normal wear and tear) in accordance with applicable state law and company policy, and any other deductions expressly authorized by the worker in writing. The employer will withhold from the employee's wages the maximum amount for the portion of employee premium required under WA State RCW 50A.04, Paid Family and Medical Leave Program. (See Addendum)

**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 * | Additional Information Regarding Job Qualifications/Requirements |
|---|---|---|---|

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

2) Worker must possess 3 months of tree fruit experience.
4e) Must be able to lift and/or load 60lbs.
4g) Work may take place when temperatures are below freezing and above 100 degrees Fahrenheit.
4h) May require extensive pulling and/or pushing of tools, wheelbarrows, fruit containers, etc.
4i) May require worker to sit and/or walk for extensive periods of time while sorting, picking, examining, weeding, transporting, pruning, etc.
4j) Workers will be required to stoop and/or bend over while performing farm labor such as weeding, irrigating, pruning, picking, removing debris, etc.
4k) There will be repetitive movements while performing most of the farm labor duties, for example picking, sorting, pruning, shoveling, weeding, etc.

*d. Job Offer Information 4*

| 1. Section/Item Number * | D.10 | 2. Name of Section or Category of Material Term or Condition * | Additional Housing Information |
|---|---|---|---|

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

The Employer will assign the Worker housing accommodations, if applicable. No person may occupy the Employer-provided housing without prior written permission by the Employer. The Worker may decline an offer of housing.

The Employer will offer housing at no cost for the Workers if applicable, and to 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). See Addendum C

**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 * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation |
|---|---|---|---|

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

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

*f. Job Offer Information 6*

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

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

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 Volume 88, Number 27 published on Wednesday, February 9, 2023.

Outbound:
The employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer, pursuant to 20 CFR 655.122(h)(2).It is always the employer's choice whether to advance or provide transportation as described in this paragraph.

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

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

Employer (fixed site employer) will use use a jeep seats up 6 workers and/or van seats up to 16 workers.

Employer will provide one weekly trip to workers to purchase groceries and perform other errands.

*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 - D.10 Additional Housing Information |
|---|---|---|---|

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

Housing Rules: The Employer will distribute and post a camp management plan/housing rules. The Workers who do not comply with housing rules will face progressive discipline, up to and including termination and removal from the housing.

The Employer will assign the Worker housing accommodations, if applicable. No person may occupy the Employer-provided housing without prior written permission by the Employer. The worker agrees to have deductions made from their last pay check for damages to housing consistent with federal and state law. Due to compliance with GlobalGAP and food safety, visitors to the housing facility must check in with the camp manager or main office. 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. Overnight guests are not permitted

**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 - Tools & Equipment |
|---|---|---|---|

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

The Employer will furnish, without charge, all tools, supplies and personal protective equipment required in the performance of the specified work. To secure a replacement at no cost for an employer supplied item, the Worker must present the worn-out item to be replaced.

*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 - Job Qualifications and Requirements |
|---|---|---|---|

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

GENERAL CONDITIONS: Field work begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in freezing or high heat temperatures. The worker may be required to work in the orchard when trees are wet with dew/rain and should have suitable clothing for variable weather conditions. Worker may be required to lift or load objects continually up to the weight limit identified in section B.4.

The 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. Workers compensation claims may be presented to any medical provider, through your employer or state agency if applicable.

Full Growing Season Commitment: The worker agrees to be available for work and perform the assigned work for the assigned employer through the full period of employment in accordance with sections A.3 and A.4 of the ETA 790.

Light Duty: Workers restricted to light duty work by their physician may be offered light duty jobs in accordance with State Law and/or agency guidance.

Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper methods and other crop specific issues. 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 orchard safety guidelines, practices and procedures.

2.Must wear all required and assigned personal protective equipment at all times when required to do so. Worker must wear proper clothing and footwear depending on the season. All footwear must be closed-toed and durable due to safety precautions.

3.The Employer or designated worker will provide instructions and general supervision. Workers will be expected to conform to the specific instructions given for each day's work.
4.Workers will be required to attend an orientation on workplace rules, policies and safety information.

*See Job Qualifications and Requirements 1.2

**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 - Job Qualifications and Requirements 1.2 |
|---|---|---|---|

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

5.Individuals who are not employed by the Employer will not be permitted in or adjacent to the work site. In particular, no non-working children may be present at or adjacent to work sites or left in vehicles during the workday. Workers arriving at work with non-working children or other non-workers will be sent home.

6.Workers who are eligible for Employer provided housing will have employer arranged transportation from the housing to the worksite.

7.Worker may be required to work during occasional showers not severe enough to stop field operations, and in high humidity.
8.Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with our without reasonable accommodations. Work is to be done for long periods of time.

All other duties assigned under this order will be those duties of Farm Worker, Diversified Crops, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification (SOC code) identified in section I.

*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 - Other Conditions of Employment |
|---|---|---|---|

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

1. This document is translated into Spanish, if there are any differences the approved English version controls.

2.Discipline and/or Termination: The Employer may discipline and/or terminate the Worker for lawful job-related reasons: a) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; b) commit serious act(s) of misconduct or serious or repeated violation(s) of company policies and procedures attached hereto; c) fails after completing the training period to adequately perform the work as specified in Item 8.a in accordance with company policy; d) abandons his employment; e) falsifies identification, personnel, medical, production or other work related records; f) fails or refuses to take a drug test when requested during employment; or g) commits acts of insubordination (defined as failure to regard or obey authority).

Note: Drug testing will only be conducted post-employment and at the expense of the employer as stated in accordance with Departmental regulations at 20 CFR sec. 655.122(b). This is not a drug test requirement, but a statement outlining that the employer may conduct post-employment drug testing at the expense of the employer.

3.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 addressto the Employer no later than the first day of employment. The Employer has a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the Worker from future employment opportunities with the Employer. If the Worker abandons their employment without notice during the period covered by this work agreement, they are terminated immediately and will be disqualified from future employment opportunities with the Employer. If the Worker resigns their employment voluntarily, the Employer will consider and evaluate special circumstances and hardship on a case by case basis
4.For workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.

5.Drug Free Workplace: All work sites covered by this clearance order and all facilities of the employer are drug free work places. Employees must not report for work, enter employers' property, or perform service while under the influence of or having used illegal controlled substances including but not limited to Marijuana. 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.
*See Other Conditions of Employment 1.2

**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 - Other Conditions of Employment 1.2 |
|---|---|---|---|

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

6. Substance abuse policy: The Employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our members and their workers and visitors. The use or possession or being under the influence of drug or alcohol during working time is prohibited. If the Worker arrives to work impaired due to substance abuse they will be subject to progressive discipline up to and including termination

7. 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.

8.The Employer will provide sick leave to employees. The employee will accrue paid sick leave at a minimum rate of 1 hour for every 40 hours worked. Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment, and sick leave will be paid at the employee's normal hourly rate. Unused paid sick leave of 40 hours or less will be carried over to the following year for those workers returning to employment with the employer.

9.Employers will grant reasonable access to outreach workers pursuant to 20 CFR 653.107 and 653.501(3)(vii).

10.The worker may be considered an employee under the laws of the state of Washington and is subject to state worker health and safety laws.

11..You may be subject to both state and federal laws governing overtime and work hours, including the minimum wage act under chapter 49.46 RCW.
12.Workers are not charged any fees other than the applicable Visa Fees paid to the U.S. Department of state for a visa interview, which will be reimbursed should the worker receive a visa and arrive at the place of work.

13.You have the right to keep in your possession, your travel and labor documents, including your visa, at all times, and your employer may not require you to surrender those documents to the employer or to the international labor recruitment agency while you work in the United States, except as otherwise required by law or regulation or for use as supporting documentation in visa applications.

*See Other Conditions of Employment 1.3

*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 - Other Conditions of Employment 1.3 |
|---|---|---|---|

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

You may contact the services or hotline listed below if you think that you may be a victim of trafficking:
•Emergencies: 911
•Washington Anti-Trafficking Response Network (WARN): 206-245-0782
•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.

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow written housing rules ; (b) commits serious acts of misconduct; or (c) maligners or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) other job-related reasons and (f) reasons for termination as identified below. Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers who become ill or injured for non-work related reasons and are unable to perform essential functions of the job will be released for cause.
REASONS FOR TERMINATION: 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.
1.Failure or refusal to carry out job assignments and management requests;
2.Falsification of any work, personnel, or other company records, including entering false information into the time clock or clocking in/ out for another person; 3.Dishonesty, including unauthorized taking of company equipment, property or funds;
3.Discrimination against, harassment of co-workers, or retaliation against co-workers who complain about discrimination or harassment;
4.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 also including prescription drugs taken without or contrary to a prescription.
5.Bringing weapons onto company property;
6.Deliberate damage to company property or property belonging to another employee; 8.Verbal abuse, fighting or threatening another employee; 9.Excessive absenteeism, tardiness, or failure to call in when absent or late for work; 10.Violating safety rules or misuse of equipment; Violation of any other company policy.

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

## 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*) *

Workers without valid U.S. Social Security numbers or an Individual Taxpayer Identification Number (ITIN) may be subject to backup withholding of 24% from their wages until they are able to present the social security or ITIN to their employer.

*p. Job Offer Information 16*

| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Pay Deductions - 8e. Additional Crop or Agricultural Activities and Wage Of |
|---|---|---|---|

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

Basis of Pay: For certain crops and certain activities contained in this application, it is the prevailing practice to compensate workers on a piece rate basis. At other times, it may not be practical to use a piece rate compensation system, and in these cases, the employer will use the required hourly rate. Whenever a piece rate is used as the basis for compensation, it shall be equal to or greater than the Adverse Effect Wage Rate (AEWR) at the end of each payroll period.

The Department of Labor posts the results of wage and prevailing practice surveys on the Agricultural Online Wage Library (AOWL). Any piece rates paid by the employer during the contract period will be in accordance with the AOWL when applicable, unless the AOWL rates are invalidated by changes in regulation, law, or court action.

The worker is always guaranteed the highest of 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. If the worker is paid by the hour, the employer will pay the worker at least the 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 every hour or portion thereof worked during a pay period.

The employer may choose to grant bonuses to workers based on performance.

The Employer sets piece rates for pears that generally pay a per-bin or per-unit rate, taking into consideration the tree density and terrain, with the intent to give the Worker an opportunity to earn more than the minimum AEWR hourly rate. The Worker must meet the minimum standard of production which equates to the DOL-determined AEWR. For example, a worker being paid by piece at a per bin rate working 8 hours in a given day should pick enough bins to earn at least 143.76 ($17.97 x 8) in that day under the current AEWR knowing the block has sufficient fruit to harvest the anticipated bins that will meet the hours worked per day. At times there may be insufficient fruit or the majority of the fruit is damaged in a block, if this is the case, Employer will ensure that all workers are verbally informed of the type of wage, prior to the start of the workday, whether the employer pays by the hour or by the piece. The employer also takes into account the weather conditions and the number of hours worked during that working day, affected by the weather. In the particular case that it is required to work some hours of piecework and some hours with hourly pay on the same day, the employer will apply the production and quality standard (such as; Observation of bruised, damaged or cull fruit by the supervisor will result in progressive disciplinary action up to and including termination. Employer is expecting the workers to do their best to maintain good production and quality during the harvest.

Instructions and general supervision will be provided by a designated crew leader or company supervisor. If the Worker does not meet this standard, they will be provided training in accordance with the Employer's progressive discipline standards including verbal instruction, written warnings, suspension, or other coaching or instruction to teach the Worker to work more efficiently. If performance does not improve after coaching and discipline, the Worker may be terminated. See Addendum C

**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.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Pay Deductions - 8e. Additional Crop or Agricultural Activities and Wage Of |
|---|---|---|---|

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

However, workers are expected to perform their duties in a timely and proficient manner and to maintain production and quality standards without close direct supervision. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. Sloppy, inconsistent, or improper work will not be tolerated.

*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 - Job Duties 1.2 |
|---|---|---|---|

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

PRUNING: Pruning numerous varieties of pears trees according to established company procedures based on the difference in the treatment of different varieties. Work will be performed on trees for long periods of time using a variety of pruning equipment including but not limited to hand shears, hand loppers and hand saws. Pruning may be done from the ground or a ladder up to 12 feet in height or from a motorized platform. The Worker may be required to selectively prune only trees of a certain size and color as instructed by the crew supervisor. The Worker must possess the ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds.

The Worker is expected to possess or acquire pruning skills in order to identify and remove stubs or broken branches, downward-growing branches, branches which rub against each other, shaded interior branches, dead wood and shoots/suckers with hand pruning saws and clippers, mechanized equipment in pruning activities.

Other Job Specifications Include:
1.The Worker will care for fruit trees including but not limited to weeding, hoeing, trunk painting, hand fertilizing and growth selection by hand and clipping.
2.Training of pears trees to trellis, including clipping and tying limbs and shoots to wire.
3.Training and limb positioning of pears trees.
4.Care for trees during growing-recognize tree disease such as of blighted branches in pears.
5.Support duties for harvest to include bin checking, defect fruit sorting, and production counts.
6.Harvest preparation including spreading liners in bins, rolling bins into blocks by hand.
7.Load and unload empty bins by hand and place in orchard.
8.Observation of bruised, damaged or cull fruit by the supervisor will result in a bad bin mark and after three bad bin marks, the workers will receive disciplinary action up to and including termination. A bad bin mark occurs when a bin is inspected and a significant number of culls, bruised or damaged are found by the supervisors.
9.Picking numerous varieties of pears according to established company procedures accounting for difference in the treatment of different varieties.
10.Selectively pick only fruit of a certain color and/or size as instructed by the supervisor.
11.Handle fruit carefully and not bruise or damage fruit when it is placed in the bin.
12.Provide general labor to assist in clearing property, planting trees, building trellis, repair and spreading of composted material and any other labor considered necessary.
13.Repair sprinklers.
14.Farm clean up tasks to include picking up garbage around the orchard, removing old string and wire from trellis and orchard blocks, and other hand tasks.
15.Hand tools, such as pruning hooks, shears, and/or picking bags will be utilized.
16.The Worker must be adept at safely placing and using ladders. Much of the work will be done from an aluminum ladder up to 12 feet in height and weighing up to 40 pounds. Note minimum lifting requirement of 60lbs
17.Driving a tractor equipped with an air blast or ground sprayer to apply nutrients pesticides plant growth regulators or herbicides to fruit and fruit trees. Including the accurate mixing of chemicals and fertilizers according to specific instructions provided by the supervisor.

*See Job Duties 1.3

**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 - Job Duties 1.3 |
|---|---|---|---|

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

Workers can also:
•Deer Fence installation and repair to include post hole digging, wire hanging, and gate install.
•Tree scoring and girdling, with either handheld loppers, hand saw or knives.
•Tree Root Pruning by hand with shovel, saw or hatchet.
•Irrigation and cooling system installation and repair. Includes digging ditches, gluing pipes etc.
•Tractor Driving mowing, harvest driving, loading bins onto truck, and misc. driving.
•Perform general repair of agricultural equipment Pack crops into containers.
•Rolling out mylar or extenday and cleaning up milar or extenday.
•Clearing brush from hills around the orchard as a means of fire protections
•Spray and mix chemicals and fertilizers
•Operate vehicles to transport crops, equipment and workers.
•Help with pest control, including hand baiting of gophers and mice
•Workers will assist with bundling wood and stacking it in the truck.

The Employer attests that these workers will be properly trained by their supervisor who has a valid Private Applicators license which is the standard pursuant to Washington State Department of Agriculture (WSDA). Furthermore, their supervisor will be available to ensure that workers understand all chemical label, safety instructions, and application instructions pursuant to WSDA.

*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 - A.6. Anticipated days and hours of work per week |
|---|---|---|---|

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

The hours listed in block A.6 represent the normal work schedule. Due to the nature of these crops, weather, and the requirement to send the fruit to market when fresh, it is the prevailing practice to work substantially more, less or different hours than those listed, sometimes for extended periods of time. When the number of hours for a week exceeds the number listed in section A.6, the worker may be offered, but not required, to work more hours.

**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 - A.2B. Workers Needed - H-2A |
|---|---|---|---|

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

The number of workers needed represents the estimated shortage of domestic workers, and therefore the number of foreign workers the Employer anticipates will be needed. The Employer will hire all able, willing, and qualified domestic workers through the 50% point of the contract period and therefore the number of foreign workers hired could be substantially fewer than listed

*v. Job Offer Information 22*

| 1. Section/Item Number * | D.10 | 2. Name of Section or Category of Material Term or Condition * | Housing |
|---|---|---|---|

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

The Worker may decline an offer of housing. Separate sleeping rooms will be designated for male and female workers. Kitchen and other common facilities will be shared.

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