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 * Agriculture, Farm worker tree crops

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	500	233	3. First Date * 5/14/2023	4. Last Date * 12/1/2023

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

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

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

7. Hourly Work Schedule *
a. 6 : 00 ☑ AM ☐ PM
b. 1 : 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.)

See addendum C
All aspect of growing, caring and harvesting tree fruits. Apples, cherries and pears.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 17 . 97	☑ HOUR ☐ MONTH	$ 00 . 21	Per 20 lb Red Cherry buckets, estimated hourly rate equivalent for this piece rate is $13.39/hr based on workers filling 3.19 bucket/hr. on average. Guaranteed $17.97/hr

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * ☑ Yes ☐ N/A

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

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

Labor & Industry Ins./ Workman's Comp.: .191850 p/hr
PFMLA: .4400%
LTC(Tentative): 0.580%
Damage due to negligence to housing property: Max 450.00

H-2A Case Number: H-300-23074-851043 Case Status: Full Certification Determination Date: 05/09/2023 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 *
2777 Beam Rd,

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

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

331 Nelson Rd, 17635 Yakima Valley Hwy, 530 Kirks Rd., 720 Kirks Rd., Granger, WA 98932 & 22987 Rd M SW-Dovel, 16535 Road 26 SW-Red Wine, 13326 road 24 SW-Harvest Tree, Mattawa, WA 99349 & 3521 Rd 13 SE, Othello, Adams, WA, 99344, Othello, WA 99344 & 761 Arms Rd, 4600 E Zillah Dr, 4950 Decker Rd, 4948 Dekker Rd, 753 N. Arms Rd, 123 Floral Lane, Yakima, WA, 98938 & 18001 Rd 5.5 SW-George, Adams Rd. SW and L-5 SW Rd., 15400 Martin Rd Nw, 18542 Rd 8 NW, Quincy, WA 98849

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 *
1341 THACKER RD

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

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

7. Total Units * 8

8. Total Occupancy * 96

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)* *

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 provides furnished cooking facilities, utensils, utilities and food storage facilities at no cost to employees occupying employer provided housing. Employees will purchase their own food and prepare their own meals. Employer provides one weekly scheduled trip to local market without charge to the workers living in employer provided housing.
In the event that kitchen facilities become unavailable during the period of the contract, the employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, the employer will deduct the cost of such meals up to the minimum allowable amount published in the federal register or as 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.)

Daily transportation to and from home will be provided by employer, using company owned vans or buses that meet all federal & state DOT requirements at no cost. The employer will offer transportation to and from employer provided housing to the work-site at no cost, to workers entitled to housing benefits. The company owns and or operates the fleet in 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.)

Applicants may register and apply at their nearest SWA office. SWA will appraise applicants of the terms and conditions of employment and will only refer applicants that are willing able and qualified.
The employer will mail out letters to past employees eligible for hire, indicating the date that employment is set to commence.
Able, willing, and qualified applicants can contact the main office at 509-697-9175 Monday thru Friday 8:00 am to 5:00 PM for phone or in-person interviews and should ask for Nubia Ramos or Zenaida Martinez. Applicants are welcome to apply in person at 252 N. Rushmore Rd., Selah, WA. Returning and prospect employees are encouraged to call 509-697-9175, Monday thru Friday, 8:00 am to 5:00 pm one week prior to date of need for more, or updated information, ask for Nubia Ramos or Zenaida Martinez.
Applicants are not considered hired until they have completed the interview process, gone thru orientation, have completed the hiring paperwork and have provided authorization of employment documents at place of employment .

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (509) 697-9175	8713	employment@monsonfruit.com

5. Website Address (URL) to Apply *
https://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 §
RAMOS	NUBIA	
4. Title *		
HR MANAGER		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	3/21/2023

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
HON	Honey Crisp Harvest	$ 31 . 76	Piece Rate	Per bin 47x47x24.5, Estimated hourly wage rate equivalent for this piece rate is $17.88/hr based on workers filling 0.56 bin/hr on average. Guaranteed $17.97/hr.
RED	Apple Harvest	$ 28 . 26	Piece Rate	Per bin 47x47x24.5, Estimated hourly wage rate equivalent for this piece rate is $25.81/hr based on workers filling 0.68 bin/hr on average. Guaranteed $17.97/hr.
BRAE	Braeburn Harvest	$ 28 . 26	Piece Rate	Per bin 47x47x24.5, Estimated hourly wage rate equivalent for this piece rate is $56.52/hr based on workers filling 2 bin/hr on average. Guaranteed $17.97/hr.
PINK	Pink Lady Harvest	$ 30 . 00	Piece R	Per bin 47x47x24.5, Estimated hourly wage rate equivalent for this piece rate is $19.50/hr based on workers filling 0.65 bin/hr on average. Guaranteed $17.97/hr.
FUJI	Fuji Harvest	$ 28 . 26	Piece Rate	Per bin 47x47x24.5, Estimated hourly wage rate equivalent for this piece rate is $18.35/hr based on workers filling 0.65 bin/hr on average. Guaranteed $17.97/hr.
ALL	PEAR HARVEST	$ 25 . 04	Piece Rate	Per bin 47x47x24.5, Estimated hourly wage rate equivalent for this piece rate is $19.08/hr based on workers filling 0.68 bin/hr on average. Guaranteed $17.97/hr.
RAIN	Rainier Cherry Harvest	$ 00 . 30	Piece Rate	Per 201b buckets, estimated hourly rate equivalent for this piece rate is $19.12/hr based on workers filling 3.19 bucket/hr. on average. bucket/hr. Guaranteed $17.97/hr
GALA	Gala Harvest	$ 28 . 26	Piece Rate	Per bin 47x47x24.5, Estimated hourly wage rate equivalent for this piece rate is $21.35/hr based on workers filling 0.76 bin/hr on average. Guaranteed $17.97/hr.
ALL	APPLE HARVEST	$ 28 . 26	Piece Rate	Per bin 47x47x24.5, Estimated hourly wage rate equivalent for this piece rate is $37.68/hr based on workers filling 1.33 bin/hr on average. Guaranteed $17.97/hr.
COS	COSMIC HARVEST	$ 30 . 00	Piece Rate	Per bin 47x47x24.5, Estimated hourly wage rate equivalent for this piece rate is $19.50/hr based on workers filling 0.65 bin/hr on average. Guaranteed $17.97/hr.

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

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
RED	Red Cherry Harvest	$ 00 . 21	Piece Rate	Per 201b buckets, estimated hourly rate equivalent for this piece rate is $13.39/hr based on workers filling 3.19 bucket/hr. on average. Guaranteed $17.97/hr
GRAN	Granny Smith Harvest	$ 28 . 26	Piece Rate	Per bin 47x47x24.5, Estimated hourly wage rate equivalent for this piece rate is $21.04/hr based on workers filling 0.74bin/hr on average. Guaranteed $17.97/hr.
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		$.		
		$.		

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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
BLUE CASCADE ORCHARDS COMPANY	138 Danker Cutoff RD , Okanogan, Washington 98840 OKANOGAN	187 & 170 Conconully Rd., 49 & 92 Glover Ln., Parcel 3326040082 & 8810050200 Cherry Ln Rd., Parcel 3326043005 Glover Ln Rd., Parcel Numbers 3326040079, 3326043002, 3326090181 & 3326090005 Tarbert Loop., Parcel 3326040009 137 Danker Cutoff Rd., Parcel 3326040059 Conconully Rd Omak	5/14/2023	12/1/2023	6
BLUE CASCADE ORCHARDS COMPANY	18001 Rd 5.5 SW Quincy, Washington 98848 GRANT	Adams Rd. SW and L-5 SW Rd., 14554 Martin Rd NW., 18542 Rd 8 NW.	5/14/2023	12/1/2023	20
BLUE CASCADE ORCHARDS COMPANY	13130 HWY 26 ROYAL CITY, Washington 99349 GRANT	15908 Rd E SW, & M Road and Road 9 SW, Adams Rd. & L5 SW	5/14/2023	12/1/2023	28
BLUE CASCADE ORCHARDS COMPANY	22987 Rd. M SW Mattawa, Washington 99349 GRANT	13326 Road 24 SW 16535 Road 26 SW	5/14/2023	12/1/2023	23
BLUE CASCADE ORCHARDS COMPANY	3521 Rd. 13 SE Othello, Washington 99344 ADAMS		5/14/2023	12/1/2023	23
BLUE CASCADE ORCHARDS COMPANY	5149 Scott Station Rd Prescott, Washington 99348 WALLA WALLA		5/14/2023	12/1/2023	50
BLUE CASCADE ORCHARDS COMPANY	2426 E. Zillah Dr. Zillah, Washington 98953 YAKIMA	4600, 4720 E Zillah Dr., 6890 E Zillah Dr., 2280 Cheyne Rd, 1794 Highland Dr., 1797 Highland Dr., 1119 Lucy Ln. 16732 Yakima Valley Hwy, 901 Eagle Peak Rd., 1652, 610, 790 Thacker Rd.	5/14/2023	12/1/2023	20
BLUE CASCADE ORCHARDS COMPANY	761 Arms Rd Outlook, Washington 98938 YAKIMA	4950 Dekker Rd, 753 N. Arms Rd, 4600 E Zillah Dr., 251 Phipps Rd., 3250, 3441 N. Outlook Rd. 468 N. Price Rd.,	5/14/2023	12/1/2023	19
BLUE CASCADE ORCHARDS COMPANY	6580 Lateral A Rd Wapato, Washington 98951 YAKIMA	120 Brooks Rd.	5/14/2023	12/1/2023	5
BLUE CASCADE ORCHARDS COMPANY	2170 Selah Loop Rd Selah, Washington 98942 YAKIMA	1400 Southern Ave. 262 Lookout Point Rd.	5/14/2023	12/1/2023	16

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 §
BLUE CASCADE ORCHARDS COMPANY	2777 Beam Rd. Granger, Washington 98932 YAKIMA	3251, 4030 Beam Rd., 201, 131, Thacker Rd. 611 - 899 Eaker Rd, 1031 N Granger Rd, 17635 & 17636 Yakima Valley Hwy. 500 Kirks Rd., 331 Nelson Rd.	5/14/2023	12/1/2023	8
BLUE CASCADE ORCHARDS COMPANY	16611 Ahtanum Rd. Yakima, Washington 98908 YAKIMA	370 Olson Rd.,160 Mahre RD. 15279 Tieton Dr.	5/14/2023	12/1/2023	5
BLUE CASCADE ORCHARDS COMPANY	56902 N Griffin Rd. Grandview, Washington 98930 YAKIMA		5/14/2023	12/1/2023	5
BLUE CASCADE ORCHARDS COMPANY	1900 n. Konnowac Pass Moxee, Washington 98936 YAKIMA	2162 Desmarais	5/14/2023	12/1/2023	5

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	59 C Glover Ln., Okanogan, Washington OKANOGAN		1	8	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	35 Tarbert Loop Rd., Okanogan, Washington OKANOGAN		1	7	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	45 Tarbert Loop Rd. Okanogan, Washington OKANOGAN		1	9	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	17970 Road 9 NW, Royal City, Washington GRANT		1	100	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	23900 Rd. M SW Mattawa, Washington GRANT		1	16	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____

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

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ☐ Rental or public accommodations	3533 SE RD 13 Othello, Washington ADAMS		1	24	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	18542 Rd 8 NW Quincy, Washington		1	24	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☐ Employer-provided ☑ Rental or public accommodations	21 S. 18th St., Yakima, Washington YAKIMA		1	67	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1423 S 18th St Yakima, Washington 98901 YAKIMA	WA-1047-TWH	1	25	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	4389 Scott Station Rd Prescott, Washington 99348 WALLA WALLA	WA-1021-TWH	1	50	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____

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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	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*) *

For the Workers who complete 50 percent of the work contract, the Employer will either provide commercial carrier transportation and subsistence during transportation, or reimburse the reasonable cost incurred by the Worker for commercial transportation and subsistence during transportation from the place of which the worker has come to work for the employer (inbound) and from the place of employment to the place from which the worker departed(outbound). 20 CFR 655.122 (h)(1)

b. Job Offer Information 2

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - AGRICULTURE GENERAL LABOR -TREE CROPS

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

Provide general labor to assist in the establishment of new orchard properties by clearing property, planting trees, building trellis, repair and spreading of composted material and any other labor considered necessary for the efficient structure of new orchard properties.

Cares for trees during growing process- recognize tree disease such as blighted branches in apples & pears and gummosis in cherries.

Harvest preparation including spreading liners in bins, rolling bins into blocks by hand.

Propping and tying of apple and cherry trees and limbs.

Repair sprinklers on overhead cooling system.

Load and unload empty bins by hand and place in orchard.

Conduct mechanical work at the worksite as required or need it.

Observation of bruised, damaged or cull fruit by the supervisor will result in a bad bin mark and after three bad bin marks, the employees 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.

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.

Work in nursery environment performing various job duties such as hoeing, weeding, planting and irrigating.

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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - AG Job Specifications Include the following:

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

Worker will care for young non-producing fruit trees including weeding, hoeing, trunk painting, hand fertilizing and growth selection by hand and clipping.

Hand thinning of apple and cherry trees to ensure proper fruit load on tree.

Pruning of apple, pears, cherry & apricot trees.

Please Note: Start and end time will vary depending on the commodity or season/weather conditions; Monday - Saturday they may start as early as 6:00 am when the temperatures are too hot, their shift may end by 1:00 pm. When temperatures are cold (late Oct. to Dec.) workers may start as late as 10:00 am.

Training of apple and cherry trees to trellis, including clipping and tying limbs and shoots to wire.

Training and limb positioning of apple and cherry trees.

Provide general labor to assist in the establishment of new orchard properties by clearing property, planting trees, building trellis, repair and spreading of composted material and any other labor considered necessary for the efficient structure of new orchard properties.

Cares for trees during growing process- recognize tree disease such as blighted branches in apples & pears and gummosis in cherries.

Harvest preparation including spreading liners in bins, rolling bins into blocks by hand.

Propping and tying of apple and cherry trees and limbs.

Pruning and thinning may be done from the ground or ladder up to 12 feet in height, or from a motorized platform.

Repair sprinklers on overhead cooling system.

Load and unload empty bins by hand and place in orchard.

Conduct mechanical work at the worksite as required or need it.

Picking numerous varieties of apples & pears and cherries according to established company procedures accounting for difference in the treatment of different varieties.

Hand harvesters may be required to selectively pick only fruit of a certain color and/or size as instructed by the supervisor.

d. Job Offer Information 4

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

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

BrandYearDescriptionCapacityVin#License Plate #
Blue Bird1987School Bus571BABMBXA6HF079068C39989A
Thomas1993School Bus571T75T4B26P1119083AVL3542
Thomas2000School Bus571T88T4B2XY1085465BQX8990
Thomas2007School Bus521T88P4C2471281421BTW9551
Thomas2007School Bus521T88P4C2171281425BTW9552
Blue Bird1998School Bus511BABKB7A6WF075508BBN7075
Bus 03611999School Bus511BAAKBSA1XF080491BEF4885
Blue Bird1999School Bus251BAADCSA1XF088199AYF2436
Ford1998Econoline Van231FDXE40S5WHA41450BUK1705
Ford1987Econoline Van221FDKE30L4HHC10115BUK1706
Bus 2002 Cutaway BUS 221GBJG31FX21190010BEF4886
Bus 2002Econoline Van211GBJG31F521192053BFD3918
Chev2002Passenger Van211GBJG31F521192490BEF4887
Chev2002Cutaway BUS211GBJG31F721192085BEF4884
Ford2017Transit Van 350161FBZX2YM6HKB16605C31548W
Ford2005Econoline151FDXE45S55HB24609BYC0907
Ford2008Econoline151FD4E45S18DA92353BVK3392
Eldorado2006Passenger Van151FDXE45S46DA40385BZH6809
Chev2003Cutaway Van151GBHG31V531174837AVF4885
Chev2004cutaway Van151GBHG31VX41167688AVF4886
Ford2013Econoline Van151FDFE4FS9DDA59862BBN7333
Ford2012Econoline141FDFE4FS2CDA95925BVK3391
Ford2012Econoline141FDFE4FS7CDA95922BVK3390
Ford2011Van141FBSS3BL5BDA08686ANA8043
Ford2012Van121FBNE3BL7CDA07934AFK7974
Ford2010Econoline Van111FBNE3BL0ADA81323AKX4340
Ford2012Van111FBNE3BL8CDB00090AKX4341
Ford2009Econoline Van251FDFE45L39DA92888BYC9906
Ford2000Economic Van71FDXE45FXYHA57903 BJA5265
TOTALCAPACITY745

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.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Fleet Detail

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

BrandYearDescriptionCapacityVin#License Plate #
Blue Bird1987School Bus571BABMBXA6HF079068C39989A
Thomas1993School Bus571T75T4B26P1119083AVL3542
Thomas2000School Bus571T88T4B2XY1085465BQX8990
Thomas2007School Bus521T88P4C2471281421BTW9551
Thomas2007School Bus521T88P4C2171281425BTW9552
Blue Bird1998School Bus511BABKB7A6WF075508BBN7075
Bus 03611999School Bus511BAAKBSA1XF080491BEF4885
Blue Bird1999School Bus251BAADCSA1XF088199AYF2436
Ford1998Econoline Van231FDXE40S5WHA41450BUK1705
Ford1987Econoline Van221FDKE30L4HHC10115BUK1706
Bus2002Cutaway BUS 221GBJG31FX21190010BEF4886
Bus 2002Econoline Van211GBJG31F52119205 3BFD3918
Chev2002Passenger Van211GBJG31F52119249 0BEF4887
Chev2002Cutaway BUS211GBJG31F721192085BEF4884
Ford2017Transit Van 350161FBZX2YM6HKB16605C31548W
Ford2005Econoline151FDXE45S55HB24609BYC0907
Ford2008Econoline151FD4E45S18DA92353BVK3392
Eldorado2006Passenger Van151FDXE45S46DA40385BZH6809
Chev2003Cutaway Van151GBHG31V531174837AVF4885
Chev2004cutaway Van151GBHG31VX41167688AVF4886
Ford2013Econoline Van151FDFE4FS9DDA59862BBN7333
Ford2012Econoline141FDFE4FS2CDA95925BVK3391
Ford2012Econoline141FDFE4FS7CDA95922BVK3390
Ford2011Van141FBSS3BL5BDA08686ANA8043
Ford2012Van121FBNE3BL7CDA07934AFK7974
Ford2010Econoline Van111FBNE3BL0ADA81323AKX4340
Ford2012Van111FBNE3BL8CDB00090AKX4341
Ford2009Econoline Van251FDFE45L39DA92888BYC9906
Ford2000Economic Van71FDXE45FXYHA57903 BJA5265
TOTALCAPACITY745

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional info regarding job requirements

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

Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper methods and crop specific issues.
Workers are required to continuously work on their feet, during harvest to constantly carry and or lift up to 60 lbs. To use a 12 foot aluminum ladder and, or a platform when work being performed is not at ground level.
Workers must wear all required and assigned personal protective equipment at all times, when the task requires worker 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.
All work sites for this employer are drug free. Workers must not report for work, enter property, or perform service while under the influence of alcohol, marijuana, illegal or controlled substances.

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.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*) *

For the Workers who complete 50 percent of the work contract, the Employer will either provide commercial carrier transportation and subsistence during transportation, or reimburse the reasonable cost incurred by the Worker for commercial transportation and subsistence during transportation from the place of which the worker has come to work for the employer (inbound) and from the place of employment to the place from which the worker departed(outbound). 20 CFR 655.122 (h)(1)

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).

h. Job Offer Information 8

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.