



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

A. Job Offer Information

1. Job Title * Farmworker/Laborer							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	100	60	3. First Date * 6/13/2023	4. Last Date * 12/31/2023			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday
						a. 6 : 30	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
						b. 1 : 00	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) SEE ADDENDUM C							
8b. Wage Offer *		8c. Per *	8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 17 . 97		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$ _____				
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) SEE ADDENDUM C							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. § 25
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 FOR ADDITIONAL INFORMATION			

C. Place of Employment Information

1. Place of Employment Address/Location *			
20250 Beverly Burke Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Beverly	Washington	99321	Grant
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
NONE			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
Wautoma Springs Vineyard, LLC 155597 Rd. T.5 SW			
2. City *	3. State *	4. Postal Code *	5. County *
Royal City	Washington	99357	Grant
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input type="checkbox"/> Employer-provided (including mobile or range) <input checked="" type="checkbox"/> Rental or public		15	60
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
NONE			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *

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

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

For workers residing in employer provided housing, the employer will provide at least one trip per week to the nearest store for workers to buy supplies.

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.)

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



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

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

Employer accepts referrals and applicants from all sources. Interview required. Employer will conduct interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in-person. Contact Employer Monday through Friday during the hours of 8:00 am - 4:00 pm. Referring State Workforce Agency (SWA) will inform applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact employer to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

To be eligible for employment, applicants must:

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

2. Telephone Number to Apply *
+1 (971) 444-5527

3. Extension §
N/A

4. Email Address to Apply *
n/a

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

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No

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

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

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 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).



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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.

1. Last (family) name * Cardenas	2. First (given) name * Lizeth	3. Middle initial § Y
4. Title * Managing Member		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 4/29/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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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 §
Columbia Farm Services, LLC.	Ranch 1 Smith 1421 Smith Rd Zillah , Washington 98953 YAKIMA		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	Ranch 2 Homestead-1421 Smith Rd Zillah, Washington 98953 YAKIMA		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	YDACK-I M14A0 N Chapelle Rd Outlook , Washington 98938 YAKIMA		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	Ranch 1 Bella Terra-131 Bella Terra Rd Zillah, Washington 98953 YAKIMA		6/13/2023	12/31/2023	60
Pacific Agri Services	7320 N Canyon View PR NE Benton City, Washington 99320 BENTON		6/13/2023	12/31/2023	60
Washington Fruit	8062 Road O SW Royal City, Washington 99357 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	3142 County Line Road Grandview, Washington 98930 YAKIMA		6/13/2023	12/31/2023	60
Washington Fruit	2689 Thacker Road Zillah, Washington 98932 YAKIMA		6/13/2023	12/31/2023	60
Washington Fruit	217025 528 PR SE Kennewick, Washington 99338 BENTON		6/13/2023	12/31/2023	60
Washington Fruit	8502 Zier Road Yaki ma, Washington 98908 YAKIMA		6/13/2023	12/31/2023	60

D. Additional Housing Information

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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 §
Washington Fruit	17889 Road 4 NW Quincy, Washington 98848 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	18751 Road 26 Mattawa, Washington 99349 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	4790 Road R NW Quincy, Washington 98848 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	7112 Rd T Nw Quincy, Washington 98848 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	58203 N Truhlicka Road Benton City, Washington 99320 BENTON		6/13/2023	12/31/2023	60
Washington Fruit	780 Chaffee Road Outlook, Washington 98938 YAKIMA		6/13/2023	12/31/2023	60
Washington Fruit	12096 Road A SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Zirkle	25402 North Gap Road Prosser, Washington 99350 BENTON		6/13/2023	12/31/2023	60
Zirkle	1420 Martindale Road Pasco , Washington 99301 FRANKLIN		6/13/2023	12/31/2023	60
Zirkle	57905 S Sloan Road Kennewick, Washington 99337 BENTON		6/13/2023	12/31/2023	60

D. Additional Housing Information

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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 §
Washington Fruit	341 Plath Road Wapato, Washington 98951 YAKIMA		6/13/2023	12/31/2023	60
Washington Fruit	9003 Road 11.5 NW Quincy, Washington 98848 GRANT		6/13/2023	12/31/2023	60
Zirkle	1061 S Wapato Road Wapato, Washington 98951 YAKIMA		6/13/2023	12/31/2023	60
Zirkle	1291 Progressive Road Wapato, Washington 98951 YAKIMA		6/13/2023	12/31/2023	60
Zirkle	7491 Rd 10.5 SW Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Zirkle	9795 Rd H SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Zirkle	25751 Hwt 243 S Mattawa, Washington 99349 GRANT		6/13/2023	12/31/2023	60
Zirkle	81200 McNary Road Plymouth , Washington 99346 BENTON		6/13/2023	12/31/2023	60
Washington Fruit	29504 Road N SW Mattawa, Washington 99349 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	651 Kulm Road Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60

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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 §
Washington Fruit	10.5 SE Rd Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Washington Fruit	2965 W McManamon Rd Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Washington Fruit	1710 Moore Road Yakima, Washington 98908 YAKIMA		6/13/2023	12/31/2023	60
Washington Fruit	14946 Road 29 SW Mattawa, Washington 99349 GRANT		6/13/2023	12/31/2023	60
Roy Farms	401 Walters Rd Moxee, Washington 98936 YAKIMA		6/13/2023	12/31/2023	60
Finely	5511 S Washington St Kennewick, Washington 99337 BENTON		6/13/2023	12/31/2023	60
Finely	64834 S Meals Rd Kennewick, Washington 99337 BENTON		6/13/2023	12/31/2023	60
Finely	68108 W Roza Rd Benton City, Washington 99320 BENTON		6/13/2023	12/31/2023	60
Finely	5401 Garfield St Kennewick, Washington 99337 BENTON		6/13/2023	12/31/2023	60
Finely	7004 W Williams Rd Benton City, Washington 99320 BENTON		6/13/2023	12/31/2023	60

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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 §
Finely	183106 E Game farm Rd Kennewick, Washington 99337 BENTON		6/13/2023	12/31/2023	60
Finely	3205 W River Ridge PR Benton Clty, Washington 99320 BENTON		6/13/2023	12/31/2023	60
Washington Fruit	8950 Rd K Royal City, Washington 99357 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	11698 Road G SW Royal City, Washington 99357 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	1145 Road J SW Unit A&B Royal City, Washington 99357 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	12223 Road C SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Washington Fruit	1403 Road 11.2 SW Royal City, Washington 99357 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	14036 Road 11.2 SW Royal City, Washington 99357 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	3497 Road 13.5 SE Othello, Washington 99357 ADAMS		6/13/2023	12/31/2023	60
Washington Fruit	13179 Road B.2 SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60

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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 §
Washington Fruit	10268 Road F.8 SW Royal City, Washington 99357 GRANT		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	Ranch 2 Jones 2530 Jones Rd Wapato, Washington 98951 YAKIMA		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	Ranch 2 Kays 1493 Kays Rd Wapato, Washington 98951 YAKIMA		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	Ranch 1 Little-1100 E Houghton Rd Zillah, Washington 98953 YAKIMA		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	SGaRnAdN HTollow #2 - 46.891732, - 119.727096 Royal City, Washington 99357 GRANT		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	YGAoKIdleMna Gate Snipes-46.302382, - 119.762811 Grandview, Washington 98930 YAKIMA		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	Ranch 2 Lateral C -401 Lateral C Rd Wapato, Washington 98951 YAKIMA		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	FYrAeKnIcMhAman Hills Orchard - 2667 Frenchman Hills Rd. W. Royal City, Washington 99357 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	29504 Road N SW Mattawa, Washington 99349 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	34178 W Orcutt Road Benton Clty, Washington 99230 BENTON		6/13/2023	12/31/2023	60

D. Additional Housing Information

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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 §
Washington Fruit	260 Alexander Ext Grandview , Washington 98930 YAKIMA		6/13/2023	12/31/2023	60
Washington Fruit	530 Burnham Road Yakima, Washington 97908 YAKIMA		6/13/2023	12/31/2023	60
Washington Fruit	2100 Rangeview Rd Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Washington Fruit	40704 E Christy Road Plymouth, Washington 99346 BENTON		6/13/2023	12/31/2023	60
Washington Fruit	13634 Rd 26 SW Mattawa, Washington 99349 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	169604 S 321 PR SE Plymouth, Washington 99346 BENTON		6/13/2023	12/31/2023	60
Washington Fruit	8308 Road R NW Quincy, Washington 98848 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	1601 Highland Drive Zillah, Washington 98953 YAKIMA		6/13/2023	12/31/2023	60
Washington Fruit	1601 Bethany Road Grandview , Washington 98930 YAKIMA		6/13/2023	12/31/2023	60
Washington Fruit	149301 W SR 24 Sunnyside, Washington 98944 YAKIMA		6/13/2023	12/31/2023	60

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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 §
Washington Fruit	149301 SR 24 Sunnyside, Washington 98944 YAKIMA		6/13/2023	12/31/2023	60
Zirkle	181021 Hwy 221 Paterson , Washington 99345 BENTON		6/13/2023	12/31/2023	60
Zirkle	623 Guinan Loop Road Yakima, Washington 98942 YAKIMA		6/13/2023	12/31/2023	60
Washington Fruit	2480 Gilbert Road Zillah , Washington 98932 YAKIMA		6/13/2023	12/31/2023	60
Zirkle	303 Highline Road Wapato, Washington 98951 YAKIMA		6/13/2023	12/31/2023	60
Zirkle	1830 Lucy Lane Zillah, Washington YAKIMA		6/13/2023	12/31/2023	60
Zirkle	11474 Rd E SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Soaring Eagle Mattawa Ranches Zirkle	25751 Hwy 243 S Mattaw, Washington 99349 GRANT		6/13/2023	12/31/2023	60
Ellensburg Ranch Zirkle	720 Thrall Road Ellensburg, Washington 98926 KITITITAS		6/13/2023	12/31/2023	60
Golden Gate Missimer Columbia	35602 Missimer Rd Grandview , Washington 35602 YAKIMA		6/13/2023	12/31/2023	60

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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 §
Beverly	20250 Beverly Burke Rd Beverly, Washington 99321 GRANT		6/13/2023	12/31/2023	60
Washington Fruit	11426 Road B SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Washington Fruit	11426 Rd B SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Washington Fruit	4917 Road 12 SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Weasel Washington Fruit	14946 Road 29 SW Mattawa, Washington 99349 GRANT		6/13/2023	12/31/2023	60
Cougar Washington Fruit	18751 Road 26 Mattawa, Washington 99349 GRANT		6/13/2023	12/31/2023	60
80 AC Finely	35507 S Oak St Kennewick, Washington 99337 BENTON		6/13/2023	12/31/2023	60
DWS School Finely	NKA Highland Rd Benton City, Washington 99337 BENTON		6/13/2023	12/31/2023	60
Snyder 1 Finely	49100 N Highland Dr Benton City, Washington 99320 BENTON		6/13/2023	12/31/2023	60
Hover Finely	249126 E Hover Rd Kennewick, Washington 99337 BENTON		6/13/2023	12/31/2023	60

D. Additional Housing Information

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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 §
GMP-- Finely	GMP-12121 W Morgan Rd Benton City, Washington 99320 BENTON		6/13/2023	12/31/2023	60
DWS-Rodeo Finely	38903 Olsen Rd PRNW Benton City, Washington 99320 BENTON		6/13/2023	12/31/2023	60
Frog- Washington Fruit	12455 Frenchman Hills Rd Quincy, Washington BENTON		6/13/2023	12/31/2023	60
Wolf- Washington Fruit	9997 Road 12 SW Royal City, Washington 99357 GRANT		6/13/2023	12/31/2023	60
Squirrel Washington Fruit	12096 Road A SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Hound Washington Fruit	1979 Road 10 SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Jaguar Washington Fruit	12223 Road C SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Tyee- Washington Fruit	12529 Dodson Road SW Royal City, Washington 99357 GRANT		6/13/2023	12/31/2023	60
Quail Washington Fruit	20892 Road 5 SW Quincy, Washington 98848 GRANT	Grouse-4904 Rd R NW, Quincy, WA 98848	6/13/2023	12/31/2023	60
Barracuda Washington Fruit	2949 W Phillips Road Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60

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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 §
Shark Washington Fruit	1471 Road 13 SE Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Guppy Washington Fruit	2834 Kuhn Road Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Rockfish Washington Fruit	743 S O'Brian Road Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
KOI-- Washington Fruit	2878 W Kuhn Road Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Chukar Washington Fruit	19253 Road 5 SW Quincy, Washington 98848 GRANT		6/13/2023	12/31/2023	60
Pelican Washington Fruit	20501 Road 5 SW Quincy, Washington 98848 GRANT		6/13/2023	12/31/2023	60
Rodeo Washington Fruit	2200 Lawrence Rd Ellensburg, Washington 98926 KITITAS		6/13/2023	12/31/2023	60
CAP-- Washington Fruit	1960 Buffalo Rd Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60
Bronco Washington Fruit	1420 Borland Rd Ellensburg, Washington 98926 KITITAS		6/13/2023	12/31/2023	60
COHO-- Washington Fruit	7012 Road 10.5 Othello, Washington 99344 ADAMS		6/13/2023	12/31/2023	60

D. Additional Housing Information

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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 §
Columbia Farm Services, LLC.	YGAoKIdleMnA Gate Hanks - 46.272321,119652053 Prosser, Washington 99350 YAKIMA		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	ByeAakm IM-A 100 Cornue Rd Outlook , Washington 98938 YAKIMA		6/13/2023	12/31/2023	60
Columbia Farm Services, LLC.	RGaRnAcNhT 2 Ashue-5361 Ashue Rd Wapato, Washington 98951 YAKIMA		6/13/2023	12/31/2023	60
Columbia Orchard Management, Inc	2575 Euclid Ave Wenatchee, Washington 98801 CHELAN	Beverly Orchard: 20455 SW Rd 26, Mattawa, WA 99349; Westhill Orchard 9015 Rd 9 SW Royal City, WA 99357; Saddle Mountain Orchard: 2981 W Kuhn Rd. Othello WA 99344; Snow Ranch Orchard 771 S Vista Blue, Othello, WA 99344; Sunshine Fruit Farm 2834 W Kuhn Rd, Othello, WA 99344; Winchester Orchard 7066 Rd 11.5 NW, Ephrata, WA 98823; Colt Orchard 8278 Martin Rd, Ephrata, WA 98823; Remington Orchard 9000 Rd 11.5 NW, Ephrata, WA 98823	6/13/2023	12/31/2023	60
Columbia Orchard Management, INC	2575 Euclid Ave Wenatchee, Washington 98801 CHELAN	Wild West Orchard 11598 Martin Rd, Ephrata, WA 98823; Winchester West 11/835 Rd H NW, Ephrata, WA 98823; St8 Farm 7980 Rd S NW, Quincy, WA 98848; Monarch Orchard 9015 Rd 9 SW, Royal City, WA 99357; Mountainview Orchard 1357 N Grover, East Wenatchee, WA 98802; Columbia Fruit Associates & Zorro 30585 SR 243, Mattawa, WA 99349; Riverbend 15999 Rd 27 SW, Mattawa, WA 99349; Nordstrom Orchard 7980 Rd S NW, Quincy, WA 98848; DSO Orchard 7980 Rd S NW Quincy, WA 98848	6/13/2023	12/31/2023	60

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input type="checkbox"/> Employer-provided <input checked="" type="checkbox"/> Rental or public accommodations	M AND M Motel 730 S Columbia Ave Connell Connell, Washington 99326 FRANKLIN		20	40	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Employer will provide transportation using a combination of the following options:</p> <p>(3) Vans (12-15 passengers)</p> <p>Employer will provide one weekly trip for workers to purchase groceries and perform other errands.</p> <p>The vehicles will be provided by the employer. The workers will be picked up at the housing location; 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. Employer owns (3)15 passenger vans.</p> <p>One of the 15 passenger vans will make two trips.</p> <p>1st group Depart housing at: 4:30 am arrive at worksite at 5:00 am</p> <p>1st group Return from worksite at 1:00 pm arrive at housing at 1:30 pm</p> <p>2nd group Depart housing at 5:30 arrive at 6:00 am to worksite</p> <p>2nd group Depart worksite at 1:30 pm arrive at housing at 2:00 pm</p>			

b. Job Offer Information 2

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - null
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Employer will offer transportation to and from employer provided housing to the work site, at no cost to workers who qualify.</p> <p>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.</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Tractor Driver - A tractor operator must be able to operate a manual transmission style clutch and gear operation. The operator must perform daily inspections during start-up and shutdown of the machine such as checking oil levels, cleaning air filters and checking tire pressures. The operations he may be asked to do may be running implements such as a mower, weeder, bin trailer, or bin forks and spray equipment. The operator will be trained on all tasks and safety regulations set by manufacturers, guidelines and signed off that he has been properly trained.</p> <p>Checker - The checker is the person who aids the crew boss with collecting information. The information collected maybe counts in a piece-rate situation. The checker may need to keep a daily log and be able to accurately track counts of different personnel. The checker must be able to read and write in Spanish. Checkers may aid the crew boss in reviewing work performance and report back to the crew-boss on the quality of work performed. Work quality may also be logged.</p> <p>Pruning - Pruning numerous varieties of apple, pears, and cherry 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 loggers, hand saws and chainsaws. Furthermore, the worker must possess the ability to pick-up and handle up to a 12 ft. orchard ladder weighing 40 lbs. Pruning may be done from the ground or a ladder up to 12 ft. in height or from a motorized platform. Workers may be required to selectively prune only trees of a certain size and color as instructed by the crew supervisor.</p> <p>Planting-Planting of numerous varieties of apple, pears, cherry trees and blueberry bushes as well.</p> <p>Workers can also:</p> <ol style="list-style-type: none">1. Drive tractors2. Operate trucks to carry farm equipment, crops and farmworkers3. Perform general repair of agricultural equipment.4. Pack crops into containers5. Perform thinning, pruning, planting activities6. Operate trucks, vans or other over-the-road licensed vehicle driving to carry farm equipment, crops, and farmworkers, Per Farm Exemption Use Classification, RCW 46.16A.080(3).7. Equipment Operators8. General Maintenance9. May supervise crews with up to 25 employees.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Other Conditions of Employment
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>1. This document is translated into Spanish, if there are any differences the approved English version controls.</p> <p>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;) fails after completing the training period to adequately perform the work as specified in Item 8.a in accordance with company policy; c) fails after completing the training period to perform the work as specified in Item 8.a; 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.</p> <p>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 address to the Employer no later than the first day of employment. The Employer has a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the Worker from future employment opportunities with the Employer. If the Worker abandons their employment without notice during the period covered by this work agreement, they are terminated immediately and will be disqualified from future employment opportunities with the Employer. If the Worker resigns their employment voluntarily, the Employer will consider and evaluate special circumstances and hardship on a case-by-case basis. 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.</p> <p>5. Drug Free Workplace: All work sites covered by this clearance order and all facilities of the employer are drug free workplaces. Employees must not report for work, enter employers' property, or perform service while under the influence of or having used illegal controlled substances 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.</p> <p>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 drugs or alcohol during working time is prohibited. If the Worker arrives to work impaired due to substance abuse they will be subject to progressive discipline up to and including termination.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Conditions 1
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>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.</p> <p>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.</p> <p>9.Employers will grant reasonable access to outreach workers pursuant to 20 CFR 653.107 and 653.501(3)(vii).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>You may contact the services or hotline listed below if you think that you may be a victim of trafficking:</p> <ul style="list-style-type: none">•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. Manco policies require employees to mediate/arbitrate disputes, following federal and state law as recently enunciated in the U.S. Supreme Court decision Epic Systems Corp. v. Lewis (2018). This does not preclude workers from filing complaints with appropriate state and federal agencies.			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - null
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Employer may deduct the worker's portion of workers' compensation premiums and/or Paid Family and Medical Leave premiums, up to the maximum allowable amounts under Washington State law.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - null
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>A. The work contract shall be terminated before the end of the period of employment if the services of the workers are no longer needed for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other act of God which makes fulfillment of this contract impossible (20 CFR 655.122(o)). Whether such an event constitutes a contact impossibility will be determined by the Certifying Officer. In addition, a foreign alien worker may be displaced by a domestic worker in the first 50 percent of the contract period; in this case the 3/4 guarantee will not apply. In such cases, the Employer will make efforts to transfer the Worker to other comparable employment acceptable to the Worker. If such transfer is not affected, the Worker will be returned at the Employers expense to the place from which the Worker, without intervening employment, transportation and subsistence expenses to the place of employment; and pay the Worker for any costs incurred by the Worker for transportation and daily subsistence to that Employer's place of employment. In the event of such termination, the 3/4 guarantee ends on the date of termination. The guarantee shall be void from the beginning should the worker voluntarily abandon this employment before the end of the contract period or in the event the worker is terminated for lawful job-related reasons.</p> <p>B. The payroll period shall be weekly.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Cont
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>C. The Employer will furnish to the Worker, on or before each payday one or more written statements showing: the Worker's total earnings for the pay period; the Worker's hourly rate; the hours of work which have been offered to the Worker (Note: if the Employer does not have a payroll system capable of tracking hours offered, it will be assumed that the Employer did not offer any hours greater than the hours actually worked); the hours actually worked by the Worker; an itemization of all deductions made from the Worker's wages; if piece rates are used, the units produced daily; the beginning and ending dates of the pay period; and, the Employer's name, address and Federal Employer Identification number in accordance with (20 CFR 655.122(k)).</p> <p>D. In the case of any domestic worker who has been offered employment through the clearance system, the Employer agrees to provide 40 hours of work beginning with the anticipated date of need unless the Employer has amended the date of need by notifying the SWA Foreign Labor Certification Coordinator and the Certifying Officer in writing at least 10 working days prior to the original date of need. If the Employer fails to notify the SWA Foreign Labor Certification Coordinator and the Certifying Officer, then the Employer shall pay such hired worker the Adverse Effect Wage Rate for a standard 40-hour work week commencing on the original anticipated date of need. The Employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. Per 20 CFR 653.501 (d)(4) if the Applicant fails to contact the SWA Order Holding Office to verify the date of need cited in the clearance order between 9 and 5 business days prior to the original date of need cited in the clearance order, the worker will be disqualified from the above-mentioned assurance. The Employer will notify the SWA Central Office and the Certifying Officer in writing immediately upon learning of a delayed or extended date of need, that a crop is maturing earlier or later, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker and approval in writing from the OFLC Administrator.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - null
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The Employer will provide or pay for the Worker's transportation and daily subsistence from the place of employment to the place from which the Worker departed to work for the Employer. The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H2A foreign worker is displaced as a result of the Employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the Employer's date of need.			

j. Job Offer Information 10

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - null
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 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. 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 February 09, 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.			

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