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

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

A. Job Offer Information

1. Job Title * FARMWORKERS/LABORERS

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	590	590	3. First Date * 6/1/2023	4. Last Date * 11/10/2023

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

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

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

7. Hourly Work Schedule *
a. 7 : 30 ☑ AM ☐ PM
b. 2 : 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

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

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

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

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

H-2A Case Number: H-300-23087-882780 Case Status: Full Certification Determination Date: 04/17/2023 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 50 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 *
BADGER RANCH LLC/ 12223 ROAD C SE

2. City *	3. State *	4. Postal Code *	5. County *
OTHELLO	Washington	99344	Adams

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? * ☑ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *
HOUND CAMP/ 1450 ROAD 10 SE

2. City *	3. State *	4. Postal Code *	5. County *
OTHELLO	Washington	99344	Adams

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

7. Total Units * 6

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)* *

Hound Camp: WA-0549-TWH

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

E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
(Please begin response on this form and use Addendum C if additional space is needed.)

The employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Utilities as well as cooking/eating utensils will be provided at no cost to occupants of employer provided housing. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the employer provided housing facilities. No kitchen facilities or meals are provided to workers not occupying employer provided housing. In the event that employer provided kitchen/cooking facilities in employer provided housing are not available and meals are provided, employees may be charged $15.46 or the current daily meal deduction rate or a higher rate petitioned for by the employer and approved 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.)

Workers living in Company provided housing will be provided free transportation to and from the company provided housing and the place(s) of employment. Workers living in Company provided housing will be provided free weekly transportation to and from the closest town or city for personal errands (e.g., groceries, banking services).

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.)

The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.

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.)* See Addendum C		
2. Telephone Number to Apply * +1 (509) 346-1410	3. Extension § N/A	4. Email Address to Apply * N/A
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 §
PICAZO	DIANA	
4. Title *		
H-2A CONTRACT SPECIALIST		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	4/3/2023

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

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
1	Tree/Vine Pruning	$ 00 . 04	Piece Rate	$0.04 - $2.50 per tree Estimated hourly wage rate equivalent for this piece rate is $31.71/hr based on workers pruning trees that can vary from 19.4 trees/hr to 492 trees/hr. Will vary based on the orchard density and size of tree. Guaranteed $17.97/hr.
2	Tree/Vine Thinning	$ 00 . 04	Piece Rate	$0.04 - $2.50 per tree Estimated hourly wage rate equivalent for this piece rate is $40.06/hr based on workers thinning trees that can vary from 22.9 units/hr to 570.1 units/hr. Will vary based on the orchard density and size of tree. Guaranteed $17.97/hr
3	Tree Training	$ 00 . 04	Piece Rate	$0.04 - $2.50 per tree Estimated hourly wage rate equivalent for this piece rate is $28.54/hr based on workers training trees that can vary from 19.1 trees/hr to 234 trees/hr. Will vary based on the orchard density and size of tree. Guaranteed $17.97/hr.
4	Tree Mounding	$ 00 . 01	Piece R	$0.01 - $1.00 per tree Estimated hourly wage rate equivalent for this piece rate is $20.00/hr based on workers mounding 39.6 trees/hr. Will vary based on the orchard density and size of tree. Guaranteed $17.97/hr.
5	Tree Painting	$ 00 . 01	Piece Rate	$0.01 - $1.00 per tree Estimated hourly wage rate equivalent for this piece rate is $20.00/hr based on workers painting 39.6 trees/hr. Will vary based on the orchard density and size of tree. Guaranteed $17.97/hr
6	Tree Trellis Work	$ 00 . 03	Piece Rate	$0.03 - $3.00 per unit Estimated hourly wage rate equivalent for this piece rate is $38.38/hr based on workers doing trellis work that can vary from 16.3 units/hr to 932.6 units/hr. Guaranteed $17.97/hr.
7	Irrigation Work	$ 00 . 10	Piece Rate	$0.10 - $3.75 per unit Estimated hourly wage rate equivalent for this piece rate is $24.76/hr based on workers doing Irrigation work that can vary from 9.3 units/hr to 144.9 units/hr. Guaranteed $17.97/hr.
8	Tree Planting	$ 00 . 04	Piece Rate	$0.04 - $4.50 per tree Estimated hourly wage rate equivalent for this piece rate is $27.01/hr based on workers planting trees that can vary from 5.9 trees/hr to 691.1 trees/hr. Will vary based on the orchard density and size of tree. Guaranteed $17.97/hr.
9	White Reflective Fabric Work	$ 09 . 50	Piece Rate	$9.50 - $30.00 per unit Estimated hourly wage rate equivalent for this piece rate is $40.92/hr based on workers doing white reflective fabric work that can vary from 1.5 units/hr to 3.7 units/hr. Guaranteed $17.97/hr.
10	Mylar Work	$ 10 . 00	Piece Rate	$10.00 per unit Estimated hourly wage rate equivalent for this piece rate is $20.00/hr based on workers doing mylard work at 2 units/hr. 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
11	Shade Cloth Work	$ 00 . 20	Piece Rate	$0.20 - $1.00 per unit Estimated hourly wage rate equivalent for this piece rate is $20.00/hr based on workers doing shade cloth work at 39.6 units/hr. Guaranteed $17.97/hr.
12	Mating Distruption	$ 20 . 00	Piece Rate	$20.00 - $30.00 per unit Estimated hourly wage rate equivalent for this piece rate is $36.92/hr based on workers doing Mating Distruption work at 1.48 units/hr. Guaranteed $17.97/hr.
13	Trunk Cover/Tree Guard	$ 00 . 10	Piece Rate	$0.10 per tree Estimated hourly wage rate equivalent for this piece rate is $20.00/hr based on workers covering trunks/guarding trees 200 trees/hr. Will vary based on the orchard density and size of tree. Guaranteed $17.97/hr.
14	Raking Brush	$ 00 . 05	Piece R	$0.05 per tree Estimated hourly wage rate equivalent for this piece rate is $20.00/hr based on workers raking brush 400 trees/hr. Will vary based on the orchard density and size of tree. Guaranteed $17.97/hr.
15	Yellow Cherry Harvest	$ 04 . 20	Piece Rate	$4.20 per 20 lb lug Estimated hourly wage rate equivalent for this piece rate is $23.02/hr based on workers filling 5.48 lugs/hr on average. Guaranteed $17.97/hr.
16	Red Cherry Harvest	$ 06 . 60	Piece Rate	$6.60 per 30 lb lug Estimated hourly wage rate equivalent for this piece rate is $38.63/hr based on workers filling 5.85 lugs/hr on average. Guaranteed $17.97/hr.
17	Sweetheart Cherry Harvest	$ 04 . 20	Piece Rate	$4.20 per 20 lb lug Estimated hourly wage rate equivalent for this piece rate is $22.61/hr based on workers filling 5.38 lugs/hr on average. Guaranteed $17.97/hr.
18	Apple Harvest	$ 17 . 97	Hour	Plastic Bin Dimension: 44 5/16 inch X 44 5/16 inch X 23 15/16 inch Wood Bin Dimension: 45 3/4 inch X 46 3/4 inch X 24 inch See Addendum C for Special Pay Information.
	Apple Harvest - Continuation	$ 17 . 97	Hour	The employer will pay all crops/activities of Apple Harvest at a base hourly rate of $17.97 per hour. For some harvest work the hourly wage will be the only form of compensation, while for most other apple harvest work the base hourly rate will be subject to augmentation by a weekly bonus. The employer has included the estimated hourly wage rate calculations and AWER Guaranteed under section H. Additional Material Terms and Conditions of the Job Offer, n. job offer information 14.
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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 §
BARRACUDA RANCH LLC	2949 W. PHILLIPS ROAD OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
BASS RANCH LLC	13179 ROAD B.2 SE OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
BRONCO RANCH LLC	1710 BORLAND ROAD ELLENSBURG, Washington 98926 KITTITAS		6/1/2023	11/10/2023	590
CAP RANCH LLC	1960 BUFFALO RD OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
CARP RANCH LLC	3497 ROAD 13.5 SE OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
CHUKAR RANCH LLC	19253 ROAD 5 SW QUINCY, Washington 98848 GRANT		6/1/2023	11/10/2023	590
COHO RANCH LLC	7012 ROAD 10.5 OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
COUGAR RANCH LLC	18751 ROAD 26 SW MATTAWA, Washington 99349 GRANT		6/1/2023	11/10/2023	590
COYOTE RANCH LLC	29504 ROAD N SW MATTAWA, Washington 99349 GRANT		6/1/2023	11/10/2023	590
DOVE RANCH LLC	9003 ROAD 11.5 NW QUINCY, Washington 98848 GRANT		6/1/2023	11/10/2023	590

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 §
DRAKE RANCH LLC	2965 W MCMANAMON RD OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
EAGLE RANCH LLC	11426 RD B SE OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
FALCON RANCH LLC	14946 ROAD 29 SW MATTAWA, Washington 99349 GRANT		6/1/2023	11/10/2023	590
FINCH RANCH LLC	17889 ROAD 4 NW QUINCY, Washington 98848 GRANT		6/1/2023	11/10/2023	590
FOX RANCH LLC	11698 ROAD G SW ROYAL CITY, Washington 99357 GRANT		6/1/2023	11/10/2023	590
FROG RANCH LLC	12455 FRENCHMAN HILLS RD QUINCY, Washington 98848 GRANT		6/1/2023	11/10/2023	590
GROUSE RANCH LLC	18118 ROAD 5 SW QUINCY, Washington 98848 GRANT		6/1/2023	11/10/2023	590
GUPPY RANCH LLC	2834 KUHN ROAD OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
HAWK RANCH LLC	13634 ROAD 26 SW MATTAWA, Washington 99349 GRANT		6/1/2023	11/10/2023	590
HOUND RANCH LLC	1979 ROAD 10 SE OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590

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 §
HUSKIE RANCH LLC	6343 RD 10.5 SE OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
SELAH RANCH LLC	12223 ROAD C SE OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
KOI RANCH LLC	2878 W KUHN ROAD OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
KWAK RANCH LLC	11426 RD B SE OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
LARK RANCH LLC	8308 ROAD R NW QUINCY, Washington 98848 GRANT		6/1/2023	11/10/2023	590
LYNX RANCH LLC	11455 ROAD J SW UNIT A&B ROYAL CITY, Washington 99357 GRANT		6/1/2023	11/10/2023	590
MUSTANG RANCH LLC	651 KULM ROAD OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
OSPREY RANCH LLC	4790 RD R NW QUINCY, Washington 98848 GRANT		6/1/2023	11/10/2023	590
PARKER RANCH LLC	8950 ROAD K SW ROYAL CITY, Washington 99357 GRANT		6/1/2023	11/10/2023	590
PELICAN RANCH LLC	20501 ROAD 5 SW QUINCY, Washington 98848 GRANT		6/1/2023	11/10/2023	590

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 §
PINTAIL RANCH LLC	7112 ROAD T NW QUINCY, Washington 98848 GRANT		6/1/2023	11/10/2023	590
QUAIL RANCH LLC	20892 ROAD 5 SW QUINCY, Washington 98848 GRANT		6/1/2023	11/10/2023	590
RAVEN RANCH LLC	1403 ROAD 11.2 SW ROYAL CITY, Washington 99357 GRANT		6/1/2023	11/10/2023	590
ROADRUNNER RANCH LLC	8062 ROAD O SW ROYAL CITY, Washington 99357 GRANT		6/1/2023	11/10/2023	590
ROCKFISH RANCH LLC	743 S O'BRIAN ROAD OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
RODEO RANCH LLC	2200 LAWRENCE ROAD ELLENSBURG, Washington 98926 KITTITAS		6/1/2023	11/10/2023	590
ROOSTER RANCH LLC	2100 RANGEVIEW ROAD OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
SHARK RANCH LLC	1471 ROAD 13 SE OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
SOCKEYE RANCH LLC	10268 ROAD F.8 SW ROYAL CITY, Washington 99357 GRANT		6/1/2023	11/10/2023	590
SQUIRREL RANCH LLC	12096 ROAD A SE OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590

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 §
TRAPP RANCH LLC	4917 ROAD 12 SE OTHELLO, Washington 99344 ADAMS		6/1/2023	11/10/2023	590
TYEE RANCH LLC	12529 DODSON ROAD SW ROYAL CITY, Washington 99357 GRANT		6/1/2023	11/10/2023	590
UNCLE DAN'S RANCH LLC	1403 ROAD 11.2 SW ROYAL CITY, Washington 99357 GRANT		6/1/2023	11/10/2023	590
WEASEL RANCH LLC	14946 ROAD 29 SW MATTAWA, Washington 99349 GRANT		6/1/2023	11/10/2023	590
WOLF RANCH LLC	9997 ROAD 12 SW ROYAL CITY, Washington 99357 GRANT		6/1/2023	11/10/2023	590
PLYMOUTH RANCH II LLC	169604 S 321 PR SE PLYMOUTH, Washington 99346 BENTON		6/1/2023	11/10/2023	590
GOOSE RANCH LLC	217025 528 PR SE KENNEWICK, Washington 99337 BENTON		6/1/2023	11/10/2023	590
ELK RANCH LLC	34178 W ORCUTT RD BENTON CITY, Washington 99230 BENTON		6/1/2023	11/10/2023	590
BEDDOE RANCH LLC	1710 MOORE ROAD YAKIMA, Washington 98902 YAKIMA		6/1/2023	11/10/2023	590
CATTLE RANCH LLC	2689 THACKER ROAD ZILLAH, Washington 98953 YAKIMA		6/1/2023	11/10/2023	590

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 §
COLT RANCH LLC	2480 GILBERT ROAD ZILLAH, Washington 98953 YAKIMA		6/1/2023	11/10/2023	590
DIAMONDBACK ORCHARD COMPANY LLC	1601 BETHANY ROAD GRANDVIEW, Washington 98930 YAKIMA		6/1/2023	11/10/2023	590
DIAMONDBACK ORCHARD COMPANY LLC	1601 HIGHLAND DRIVE ZILLAH, Washington 98953 YAKIMA		6/1/2023	11/10/2023	590
DIAMONDBACK ORCHARD COMPANY LLC	58203 N. TRUHLICKA ROAD BENTON CITY, Washington 99230 BENTON		6/1/2023	11/10/2023	590
DP MOUNTAIN VIEW LLC	780 CHAFFEE RD OUTLOOK, Washington 98938 YAKIMA		6/1/2023	11/10/2023	590
G-VIEW RANCH LLC	3142 COUNTY LINE ROAD GRANDVIEW, Washington 98930 YAKIMA		6/1/2023	11/10/2023	590
RADO RANCH LLC	260 ALEXANDER EXT. GRANDVIEW, Washington 98930 YAKIMA		6/1/2023	11/10/2023	590
RAM RANCH LLC	530 BURNHAM ROAD YAKIMA, Washington 98908 YAKIMA		6/1/2023	11/10/2023	590
SUNNYGRAND RANCH LLC	260 ALEXANDER EXT GRANDVIEW, Washington 98930 YAKIMA		6/1/2023	11/10/2023	590
ZIER RD RANCH LLC	8502 ZIER ROAD YAKIMA, Washington 98902 YAKIMA		6/1/2023	11/10/2023	590

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 §
VERTNER RANCH LLC	7707 VERTNER RD YAKIMA, Washington 98902 YAKIMA		6/1/2023	11/10/2023	590
ZIER RANCH LLC (RockyTop)	298 ROCKY TOP ROAD YAKIMA, Washington 98908 YAKIMA		6/1/2023	11/10/2023	590
SPORTFISHER LLC	149301 STATE ROUTE 24 SUNNYSIDE, Washington 98944 YAKIMA		6/1/2023	11/10/2023	590
PLATH ORCHARDS LLC	341 PLATH RD WAPATO, Washington 98951 YAKIMA		6/1/2023	11/10/2023	590

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	20892 ROAD 5 SW QUINCY, Washington 98848 GRANT	Quail Camp: WA-0548-TWH	6	96	☑ Local authority ☑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	7934 ROAD 12 ST ROYAL CITY, Washington 99357 GRANT	Fox Ranch (Washington Fruit And Produce): WA-0595-TWH	2	100	☑ Local authority ☑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	18408 ROAD 5 SW QUINCY, Washington 98848 GRANT	Chukar Ranch LLC: WA-0741-TWH	2	100	☑ Local authority ☑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	11455 ROAD J SW ROYAL CITY, Washington 99357 GRANT	Lynx Ranch: WA-0800-TWH	2	100	☑ Local authority ☑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	18354 ROAD 4.5 NW QUINCY, Washington 98848 GRANT	Osprey Ranch Farmworker Housing: WA-0939-TWH	2	100	☑ 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	149301 W SR 24 SUNNYSIDE, Washington 98944 YAKIMA	Sportfisher: WA-0801-TWH	2	32	☑ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1960 BUFFALO RD OTHELLO, Washington 99344 ADAMS	CAP: WA-1052-TWH	2	32	☑ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	40704 E. CHRISTY ROAD PLYMOUTH, Washington 99346 BENTON	Plymouth Ranch LLC: WA-0617-TWH	2	100	☑ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	530 BURNHAM RD YAKIMA, Washington 97908 YAKIMA	Ram Ranch: WA-0799-TWH	2	50	☑ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1403 ROAD 11.2 SW ROYAL CITY, Washington 99357 GRANT	Uncle Dan's Ranch LLC: WA-0594-TWH	2	100	☐ 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	1403 ROAD 11.2 SW ROYAL CITY, Washington 99357 GRANT	Raven Ranch LLC: WA-0742-TWH	2	100	☑ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	18416 ROAD 5 SW QUINCY, Washington 98848 GRANT	Grouse: WA-0981-TWH	2	100	☑ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	BEDDOE RANCH 1851 GIBBLER RD, Washington 98908 YAKIMA	Beddoe Ranch: WA-1035-TWH	2	50	☑ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	14631 ROAD 170 MESA, Washington 99343 FRANKLIN	Ringold Seasonal Farm Worker Housing - WA-0462-TWH	12	96	☑ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	14631 Road 170 Mesa, Washington 99343	Ringold Seasonal Farm Worker Housing- WA-0462-TWH to Employer-provided housing	1	1	☑ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Job Description: Under the direction of a crew supervisor, this application encompasses harvest of apples, grapes and cherries as well as thinning, pruning, training and other orchard labor. The worker will perform duties on a motorized platform, from the ground and/ or utilizing a ladder. The worker must possess the ability to pick-up and handle a 10-12 ft. orchard ladder. All other duties assigned under this order are those of the Farm Worker, Diversified Crops, Standard Occupational Classification (SOC): 45-2092 job under the Bureau of Labor Statistics.

The worker will be assigned work by the supervisor and may perform any of the duties herein. Worker will harvest in a safe, effective manner obeying all work and safety rules, being observant of moving equipment, slip and trip hazards and other potentially dangerous situations, reporting some to supervisors. Worker will report all injuries: use safety procedures while sharpening knives and performing job.

Drivers who hold a valid driver's license and are insurable may drive vehicles and farm equipment to transport workers and equipment etc. The employer has driver requirements and requires the worker to possess a valid drivers license and be insurable. Whether a worker is insurable is determined by the company's insurance carrier. The employer will provide a copy of the workers driver's license and personal information to its insurance carrier so the carrier may run a Department of Motor Vehicle check to validate the insurability of the driver, which is standard practice for all company driver's. The worker must hold a valid driver's license by the first day of employment and the employer will not pay for the worker to obtain the driver's license.

Cherry Harvest: The worker will hand harvest fruit on a motorized platform, from the ground, and/or utilizing a ladder. The worker will attach the harness, bucket or bag and pick low hanging fruit. The worker will pick according to grade, color and size by grasping fruit with their hands and removing it from the tree in a motion that will not harm buds on tree branches. The worker will carry the harness, bucket or bag of up to 20 lbs. and will place the fruit into lugs. The worker must exercise care at all times to prevent bruising of fruit or breaking of branches. Some workers may be tasked with examining harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications.

Apple Harvest: The worker will hand harvest fruit on a motorized platform, from the ground, and/or utilizing a ladder. The worker will attach the harness, bucket or bag and pick fruit. The worker will pick according to grade, color and size by grasping fruit with their hands and removing it from the tree in a motion that will not harm buds on tree branches. The worker will carry the harness, bucket or bag of up to 20 lbs. and will place the fruit into lugs. The worker must exercise care at all times to prevent bruising of fruit or breaking of branches. Some workers may be tasked with examining harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications. In some instances Contractor may require or allow more than one employee to pick fruit into a single bin. When more than one worker picks fruit into a single bin, the piece rate for the single bin shall be split evenly amongst all employees contributing to the completion of such bin, regardless of actual contribution. If there are any concerns about whether such contributions are relatively equal, please report to them to your supervisor.

b. Job Offer Information 2

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

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

The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding(if applicable); state and/or local tax withholding (if applicable); Long Term Care premiums under the WA Cares Fund & WA Cares (if applicable); re-issue check policy:after the first loss, mutilation or expiration of a worker's check, the company will charge $25 dollars of processing fee for every check that is lost, mutilated or expired, regardless of the amount of the check, for any reason other than the company's responsibility; recovery of any loss to the Company due to damage or loss of equipment; housing or furnishings (beyond normal wear and tear) caused by the worker (if any); medical insurance payments, if applicable;& deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted bylaw will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

Job Requirements: 3 months of experience working with tree fruit crops. Cannot be color blind due to the need to distinguish colors of the product, able to use shears, clippers and other agricultural tools, no smoking, illegal drugs, alcohol, or weapons of any sort in the housing or work fields. Must be able to communicate in English or Spanish as it is required for training and safety purposes. Work is performed outdoors in open fields and can involve exposure to sun, wind, mud, dust, heat, cold and other elements of the normal field environment. Temperatures can range from 20 degrees F to over 100 degrees F during the period of employment. Workers should come prepared with appropriate clothing and footwear for the work and working conditions described.

This work may entail exposure to plant pollens, insects and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays.

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions

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

Applicants should thoroughly familiarize themselves with the job specifications as well as terms and conditions of employment in this Clearance Order prior to contacting the employer or seeking a referral. Only workers meeting all the qualifications of employment and are also eligible to work in the U.S., able, willing and qualified to perform the work, with or without reasonable accommodation, and who will be available at the time and place needed, should contact or be referred to the employer. Applicants will be provided copies of the ETA 790 Form in a language understood by the worker as necessary or reasonable at the time of recruitment. Workers in corresponding employment will be provided copies of the ETA 790 Form in a language understood by the worker as necessary or reasonable at the time work commences.

Please report any of the following conduct immediately to Diana Picazo, 509-346-1410. This conduct is prohibited:
1. If someone promises work in exchange for money or a favor;
2. If someone tells you that you will not be hired unless you pay them money.

Walk-in applicants whose pre-employment paperwork is completed at the time of hire must have a valid identification document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy employer provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, the employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the employer. Interviews will be at no cost to workers, whether via phone or in-person.

Walk-in applications will be accepted at:
Address: 12096 Road A SE, Othello, WA 99344
Phone Number: 509-346-1410
WFAS Referral Contact: Diana Picazo

Contact hours are Monday through Friday between 8:00 a.m. and 12:30 p.m. and 2:00 p.m. to 5:00 p.m. ("Regular Business Hours"), except on federal holidays. The employer will interview applicants via phone or in person by appointment. Gate or walk-in traffic during regular business hours may request an application and schedule an appointment for a phone or in person interview. Applicants, state workforce agency personnel, walk-ins, gate hires, etc. may call for an interview during regular business hours or call for an application and submit the completed application to WFAS c/o Diana Picazo, 12096 Road A SE, Othello, WA 99344. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Only the Ranch Foreman and the owners have the authority to hire workers. Applicants may be referred at any time to the Ranch Foreman.

Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the employer indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker (MSPA) employment disclosures (or Contract containing disclosures) required by law.

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

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

Grape Harvest: The worker will hand and/or machine harvest numerous varieties of wine grapes. The worker will place the fruit in either a plastic tub or stainless-steel bin. The worker must exercise care at all times to prevent breaking of grape vines and to maximize the quality of the fruit. Some workers may be tasked with examining harvested fruit in bins and sort out any fruit not meeting the grade, color and size specification.

No Ladder Use Apple Harvest: Workers will hand harvest fruit only from the lower-half section of the tree. No ladder will be utilized during this process. The worker will attach the harness, bucket or bag and pick low hanging fruit. The worker will pick according to grade, color and size by grasping the fruit with their hands and removing it from the tree in a motion that will not harm buds on tree branches. The worker will carry the harness, bucket or bag of up to 20 lbs. and will place the fruit into the bin. The worker must exercise care at all times to prevent bruising of fruit or breaking of branches.

Tree Fruit Thinning: The worker will hand thin on a motorized platform, from the ground, and/or utilizing a ladder. The worker will use scissor, like clippers, to remove small fruit blossoms, buds and/or identifiable fruit from within a cluster of other fruits. The workers must be able to identify and remove fruit that is misshapen, damaged and/ or contains other quality problem.

Tree Fruit Training: The worker will hand train fruit trees and grape vines on a motorized platform, from the ground and/ or utilizing a ladder. The worker will tie, tape or clip fruit tree limbs to wires; position limbs of fruit trees; shoot thin; remove suckers, thin clusters, position shoots, hedge or remove leafs.

Tree Fruit Pruning: The worker will hand prune trees and grape vines on a motorized platform, from the ground and/ or utilizing a ladder. The worker will utilize hand shears, hand loppers, hand saws and other equipment. The worker may be required to selectively prune trees of certain size and color as instructed by their supervisor. The worker will identify and remove stubs, broken branches, downward growing branches, branches which rub against each other, shaded interior branches, dead wood, shoots and suckers with various equipment.

f. Job Offer Information 6

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

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

Additional Duties:
1. Weeding, hoeing, trunk painting, hand fertilizing and growth selection by hand and clipping.
2. General labor to assist in establishment of new orchard properties by clearing property, planting trees, building trellis, repair and spreading of composted material.
3. Caring for trees during growing process.
4. Monitoring tree disease such as blighted branches in apples and gummosis in cherries.
5. Harvest preparation including spreading liners in bins and rolling bins into blocks by hand.
6. Repairing sprinklers on overhead cooling system.
7. Loading and unloading empty bins by hand.
8. Sorting fruit during harvest.
9. Farm clean up tasks to include picking up garbage around the orchard, removing old string/ wire from trellis/ orchard blocks and other tasks.
10. Operating farm machinery and/or motorized vehicles.
11. Adjust, repair, and service farm machinery and notify supervisors when machinery malfunctions.
12. Workers qualified by the State of Washington may apply/spray chemicals to crops and land, etc. Employer will pay for the cost of obtaining the pesticide applicator license.
13. Workers may fix fences, pick up trash and debris from farm property, cleaning and maintenance of farm buildings and cleaning of irrigation ditches.

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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

General Specifications: Daily individual and/or crew work assignments will be made by, and at the sole discretion of, the employer as the needs of the business operation dictate. Workers must perform the assigned work and may not switch work assignments without specific authorization of a company supervisor. Workers must be willing, able, available, and qualified to perform the job duties described herein, with reasonable accommodations. Specifically, workers will be expected to work in a productive and proficient manner. This means they will work at a diligent pace that is reasonable given the task at hand and given the efforts of similarly situated co workers. All work must be performed in a manner that exhibits Safety Quality Food (SQF) and the utmost in food safety at all times.

Instructions and general supervision will be provided by a designated crew leader or company supervisor. This is a very demanding and competitive business in which quality inspections and good agricultural practices must be rigorously adhered to. All workers will be evaluated by their supervisor(s) after seven days of actual harvesting. Employer reserves the right to discharge anyone who is not working skillfully, adequately and/or not following company standards; anyone who fails to keep up with the reasonable pace set by fellow crew members, demonstrably unqualified workers, or workers who, after reasonable coaching and notice, continue to perform in a manner that interferes with the employer's effort to efficiently grow and harvest a premium quality product. Work must be of good and acceptable quality.

All safety rules and instructions must be meticulously observed throughout the workday. All WFAS rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. All Food Safety rules must be adhered to, including the wearing of, but not limited to, hairnets, beard nets, plastic gloves, aprons, sleeves. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.

h. Job Offer Information 8

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

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

Abandonment of Employment or Termination for Cause: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer will notify the Department of Labor and, if applicable, the Department of Homeland Security, in writing not later than 2 working days after termination. Employees will be deemed to have abandoned the contract regardless of any express termination for cause, if such employee fails to show up for work at the assigned time and place for 5 consecutive work days without the consent of the company. When employer timely complies with the notice requirement, employer is not responsible for the worker's return transportation and the worker is not entitled to the 3/4 guarantee.

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow written housing rules ; (b) commits serious acts of misconduct; or (c) malingers or otherwise refuses to work in accordance with direction or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same task; (e) other job-related reasons and (f) reasons for termination as identified below. Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers who become ill or injured for non-work related reasons and are unable to perform essential functions of the job will be released for cause.

REASONS FOR TERMINATION: The Company may discipline and/ or terminate a worker for lawful job-related reasons. The following are examples of unacceptable conduct. This is not an exclusive list. The company will respond to violations of these rules and any improper conduct based on the seriousness of the offense. There is no guarantee of progressive discipline, and workers should not expect progressive discipline - some conduct will result in termination on the first offense. Discipline and termination is in the company's sole discretion.

1. Failure or refusal to carry out job assignments and management requests;
2. Falsification of any work, personnel, or other company records, including entering false information into the time clock or clocking in/ out for another person;
3. Dishonesty, including unauthorized taking of company equipment, property or funds;
4. Discrimination against, harassment of co-workers, or retaliation against co-workers who complain about discrimination or harassment;
5. Possession, use, sale or being under the influence of alcohol or illegal drugs during work hours or on company property. "Illegal drugs" includes all substances scheduled under the federal Controlled Substances Act (including marijuana) and also including prescription drugs taken without or contrary to a prescription.
6. Bringing weapons onto company property;
7. Deliberate damage to company property or property belonging to another employee;
8. Verbal abuse, fighting or threatening another employee;
9. Excessive absenteeism, tardiness, or failure to call in when absent or late for work;
10. Violating safety rules or misuse of equipment;
11. Violation of any other company policy.

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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.

RETENTION OF DOCUMENTS: Employer will retain the required documentation in support of its application for 3 years from the date of certification. Earnings records will be retained for not less than 3 years after completion of the work contract.

EMPLOYER OBLIGATION IF EMPLOYMENT EXTENDED: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as term of employment, providing return transportation or paying return transportation expenses to the worker.

TERMS AND CONDITION CHANGES: The Employer will expeditiously notify the order holding office or State agency by telephone 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.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

AGRICULTURAL WORK AGREEMENT: A copy of the agricultural work agreement contract or the ETA 790 and Addendum will be provided to the worker by the employer no later than on the date the work commences. A copy of the work contract will be in the language understood by the worker. H-2A workers will be given a copy of the contract no later than the date of the visa appointment at the U.S. consulate. If a worker is transferring from a prior H-2A job opportunity, the employer will provide a copy of the contract to such worker no later than the time an offer of employment is made.

WORKER'S COMPENSATION: All employees are covered by workers' compensation insurance in accordance with Washington law. This insurance provides payment of medical benefits and time loss payments to a worker who is accidentally injured on the job. Employer assures that its workers' compensation policy will remain valid throughout the contract period.

j. Job Offer Information 10

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

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

CONTRACT OF IMPOSSIBILITY: If, before the ending date of the period of employment, the services of the worker are no longer required for reasons beyond the control of the Employer, due to fire, weather, or other Act of God that makes the fulfillment of the anticipated period of employment impossible, the Company may terminate the worker's employment. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination, the employer will fulfill the above 3/4 guarantee for the period that has elapsed from the first workday the worker is at the employer's place of employment and is ready, willing, able and eligible to work, until the date employment is terminated. The employer also assures that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and, where applicable, consistent with existing immigration laws.

In situations where a transfer is not affected, the employer will: 1) offer to return the worker at the Company's expense, to the place from which the worker, disregarding intervening employment, came to work for the Company, or 2) transfer the worker to the worker's next certified H-2A employer, whichever the worker prefers; and 3) reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment (if such deductions exist, if reimbursement has not yet been made, or if the employer did not advance such payments). The employer will also ensure that workers are paid for any inbound transportation and subsistence costs if such workers have not yet been reimbursed or if the employer has not advanced such costs. Reimbursement for daily subsistence and transportation are $15.46 per day and up to $59.00 a day with receipts under this clearance order.

Throughout this contract, for purposes of inbound and outbound transportation and subsistence reimbursement, for H-2A workers, the place from which the worker came to work for the Employer is the designated places of recruitment. This is also the place from which foreign workers will be recruited from, therefore the designated place of recruitment referenced above is the place from which the worker came to work for the Employer. For U.S. workers who reside outside a reasonable commute distance, the place of recruitment is where the applicant applied for and interviewed for the H-2A job opportunity.

PROHIBITED AND UNACCEPTABLE CONDUCT: (a) If someone promises work in exchange for money or a favor; (b) If someone tells you that you will not be hired unless you pay them money; (c) If you are offered extra pay for anything other than your work; (d) If you are offered cash pay; or (e) If you are asked to do anything with a paycheck issued to someone other than yourself (such as to sign for, endorse, deposit or cash the check).

RANDOM DRUG TESTING: The employer reserves the right to conduct random routine drug tests at the employer's expense at any time during the workers' employment.

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 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.

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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

WAGE RATES, SPECIAL PAY INFORMATION:
Workers will be paid not less than the higher of the AEWR, in effect at the time work is performed, prevailing hourly wage or piece rate wage approved by the OFLC Administrator (if any) for the applicable crop activity or agricultural activity and work task or tasks performed in that activity (e.g. piece rate)(if any), the agreed upon collective bargaining wage, or the Federal or State minimum wage in effect at the time the work is performed for all hours worked.

All work is compensated at the hourly rate specified in the job order except for any specified piece rates. See Addendum A for specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment, as approved by the OFLC Administrator (if any). When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of the hourly pay at the applicable H-2A hourly rate.

Employer will guarantee the required wage for work performed in Washington at the time that the work is performed. ($17.97). Employer assures that the required wage rate will be paid at the time that the work is performed. Orientation and all meetings will be paid at the applicable hourly rate.

If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease, Employer will pay at least the rate guaranteed on the job order. The employer will pay on a piece rate basis when the specified crop and weather are optimal to do so.

l. Job Offer Information 12

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

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

Paid Time Off (PTO): The employer will provide paid time off to employees. The Employee will accrue PTO at a minimum rate of 1 hour for every 40 hours worked. Employees are entitled to use accrued PTO beginning of the 90th calendar day after the start of their employment, and PTO will be paid at the employee's normal hourly rate. Unused PTO of 40 hours or less will be carried over to the following year for those workers returning to employment with the employer.

Break & Meal Periods: Workers will receive a 10 minute paid rest break for every 4 hours worked. Ideally, a break will occur near the midpoint of each 4 hour work period. Workers working more than 5 hours in a day are required to take a 30 minute unpaid meal break 2-5 hours into their shift. If a worker works more than 11 hours in a day, they will have an additional meal period.

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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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

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

The normal work week is 5-6 hrs per day (35 hours per week), Monday through Saturday. Saturday work is required.Workers may be requested to work on Sundays or Federal Holidays but are not required, depending on the conditions of the fields, weather, and maturity of the crop. This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action, in accordance to WFAS's policies in its handbook.

Start times vary depending on the weather(fog or heavy dew). The work day start times may vary between 6:00 a.m.-1:30 p.m. and the work day end times vary between 12:10 p.m.-6:00 p.m. depending on the start time but may start earlier or later depending on the time of year, hours of daylight,weather and production requirements. Workers must be able to work varying shifts as required by the season and work performed. An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid 10-minute work breaks are provided. Workers are notified of any change in the start time.

All employees not occupying employer-provided housing must provide the Company with contact information before the worker commences employment.This contact information may be used to notify the worker not to report to work due to inclement weather/when work is not available/to notify the workers of any change in the worker's daily schedule or for any other reason.

First Work Week Guarantee:The Company will provide domestic workers referred through this Clearance Order with 35 hours of work for the week beginning with the anticipated starting date of employment unless the employer amends the date of need in accordance with 20CFR653.501(d)(2)(v). If the worker fails to confirm the starting date of employment with the order-holding office between 5 and 9 working days before the date of need the worker will be disqualified from this assurance. For the purposes of this guarantee,a workday shall mean 6 hours per day Monday through Saturday & shall exclude Sunday/Federal holidays. The hourly rate applicable to the first work week guarantee is $17.97/hr.

3/4 Guarantee:The employer guarantees to offer employment for a minimum of 3/4 of the hrs and workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the 1st day after a worker arrives at the place of employment & ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the 3/4 guarantee period ends on the date of termination. Employer is not liable for payment of the 3/4 guarantee to H-2A workers if the H-2A worker is displaced due to the employee's requirement to hire qualified &available U.S workers during the recruitment period set out in 20CFR655.135(d)(50 percent rule).

If the employer fails to provide the worker with the amount of work required under this guarantee, the employer will pay the worker the amount the worker would have earned had the worker worked for the guaranteed number of work hours.

If the worker voluntarily abandons employment before the end of the period of employment or is terminated for cause, the worker is not entitled to the guarantee set forth above.The hourly rate for purposes of the 3/4 guarantee is $17.97/hr.

n. Job Offer Information 14

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

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

Estimated hourly wage rate equivalent for wood bins of Red Delicious is $19.36/hr based on workers filling 0.88 bins/hr on average. Estimated hourly wage rate equivalent for plastic bins of any variety is $14.72/hr. based on workers filling 0.60 bins/hr. on average. Estimated hourly wage rate equivalent for Wood bins of any variety is $19.03/hr. based on workers filling 0.71 bins/hr on average. Will vary based on various factors including orchard density, size of tree, weather, type of picking procedure, and others. Guaranteed $17.41/hr.

All apple harvest work will be paid at a base hourly rate of $17.97 per hour. For some harvest work the hourly wage will be the only form of compensation. The hourly wage will be the only form of compensation when the employer, in its sole discretion, believes fruit quality, density, or other horticultural conditions require a methodical process or pace that is not appropriate or customary for piece rate or hourly-plus-bonus work. An example of harvest labor that will be paid exclusively by the base hourly rate is ground picking. For most other apple harvest work, the base hourly rate will be subject to augmentation by a weekly bonus when the employee's productivity exceeds the value of their hourly
wages. The weekly bonus shall operate to ensure that the worker's total weekly compensation is not less than the product of the number of bins picked multiplied by the following values: $22.00 for each wood bin of red delicious; $24.54 for each plastic bin of any other variety; $26.80 for each wood bin of any other variety. (Example 1) For example, if an employee works 40 hours and picks 10 plastic bins of Fujis and 10 wood bins of reds in a work week, the employee would only receive the hourly earnings of $17.97x 40 = $718.80 and would not receive a weekly bonus, because the product of the bins picked does not exceed their hourly wages of $718.80 [($22.00 x 10) + ($24.54 x 10) = $464.40]. (Example 2) On the other hand, if an employee works 40 hours and picks 20 plastic bins of Fujis and 20 wood bins of reds in a work week, the employee would receive the hourly earnings of $17.97 x 40 = $718.80 and a production bonus of $212.00, because the product of the bins picked exceeded their hourly wage as follows: ($22.00 x 20) + (24.54 x 20) = $930.80 - $718.80 = $212.00. So, in Example 2, the employee would receive $718.80 hourly wages + $212.00 production bonus, for a total of $930.80. The $930.80 would also be augmented by paid rest breaks in a manner consistent with Washington law."

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

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

Paid Family and Medical Leave: The employer will withhold from the employee's wages the maximum amount for the portion of employee premium required under WA State RCW 50A, 04, Paid Family and Medical Leave Program.

Earnings Statements: The employer will furnish to the worker on each payday a written statement pursuant to 20CFR655.122(k).

Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any repairs or loss of equipment, unless such repairs or loss is caused by the willful act, or gross negligence of the employee. Workers agree to have deductions made from their last pay check for any damages made to housing consistent with federal and state law.

Employer assures that the earnings records required to be retained in its files will be made available for inspection as set out in 20CFR655.122(j)(2).

p. Job Offer Information 16

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

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

Workers may not use or possess alcohol, drugs or pornographic materials, whether in print or digital form, in the company housing areas and transportation vehicles. Possession of alcohol, drugs or pornographic material is prohibited from company housing and transportation vehicles, this policy is to ensure the health and safety of the workers. All visitors must check in with the designated H-2A housing manager. Visitors shall only be allowed from 6am to 10pm as to not disturb workers' right to quiet hours. The hours between 9pm and 8am are to be considered quiet hours. No members of opposite sex may be in housing rooms at any times. If visitors are to visit housing rooms within employer provided housing, they must have prior permission from all worker occupants to do so. Visitors found to be engaged in any illegal activity or in violation of housing rules will be asked to leave the premises. The employer reserves the right ban entry to employer provided housing of visitors previously escorted off the premise due illegal activity.

Workers are also required to report maintenance work orders, damages and hazards to the employer immediately upon discovery. Workers must not take any action to cause the housing or the employer to be out of compliance with any federal, state or local regulation. The employer retains the right to inspect the housing at any time.

Visitors must check in with the camp manager or the main office per SQF food safety rules. Access to housing by authorized government personnel, job service outreach workers, and invited guests is permitted in common areas as long as their presence does not disrupt or interfere with the quiet enjoyment of housing residents. Overnight guests are not permitted.

Workers may be reached at the following address and phone number:
ADDRESS: P.O. Box 999, Royal City, WA 99357
PHONE: 509-346-1410

Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the telephone number above. Collect calls will not be accepted.

Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. Workers eligible for employer provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.

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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

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

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

The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered daily transportation to and from the work site, the pre-designated pick-up points, and/or from their housing location. Such workers may decide to provide their own transportation to and from the work site. They may also decide to provide their own transportation to and from the predesignated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working.

Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.

No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing within 72 hours upon termination of employment.

r. Job Offer Information 18

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

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

The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re entry times.

Workers must stand, sit, crouch, bend, reach, lift and carry items weighing up to 50 pounds in the course of performing required activities. Workers must be able to listen, understand, and follow instructions of company supervisors and managers.

Conditions of Employment:
1. Must possess requisite physical strength and endurance to repeat the pruning, thinning, training, harvest and other farming processes throughout the workday.
2. Must be able to perform work at the assigned time during light rain, high humidity and high heat temperatures. Worker may be required to work in the orchard when trees are wet with dew/ rain and should have suitable clothing for variable weather conditions.
3. Must be able to perform all duties within this job order in a safe manner adhering to all orchard safety guidelines, practices and procedures.
4. Must wear all required and assigned personal protective equipment at all times. Worker must wear proper clothing and footwear. Footwear must be closed-toed and durable.
5. Workers must use equipment safely at all times and never operate equipment that they are not authorized to use. Workers must wear personal protective equipment (PPE) when applicable. Workers may not use a cellphone or handheld device while operating equipment.
6. The employer will assign a supervisor. Workers must follow the specific instructions given for each day's work.
7. Workers are required to attend an orientation on workplace rules, policies and safety information.
8. Workers must follow procedures to ensure safety of the company's product and workers' health.
9. Workers are expected to be on premises and ready to begin work at the beginning of their scheduled shift. If a worker will be absent or late, they must let the Orchard Foreman know as soon as possible, but in all cases, before the scheduled shift begins. The worker may leave a voicemail stating the reason for being absent or late and, if possible a phone number where they may be reached.

No non-workers will be permitted at the worksites or on Company property without permission of the company except where access is required and/or limited pursuant to federal law. Importantly, no non-working children may be present at or adjacent to the work site, or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.

Workers may not report for work, enter the work site, or perform services while under the influence of or having used or consumed alcohol or any illegal controlled substance, including marijuana. The possession, or use, or consumption of illicit drugs, including marijuana, or any alcohol on any work site, housing site or property of the employer is prohibited and will be cause for termination and/or suspension. Workers must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.

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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

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

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

The employee must comply fully with all measures to combat the spread of infectious diseases, such as COVID-19, required by the employer to protect, insofar as feasible, the employee, other employees, and other persons with whom the employee may come in contact in connection with this employment. Such measures that the employer may require include those that may be required or recommended by the Center for Disease and Control (CDC), Occupational Safety and Health Administration (OSHA), a part of US Department of Labor, by other State, local and Federal governmental officials, and health experts. These measures include social distancing from other people, frequently washing hands, wearing face coverings/masks and gloves while working and inside housing, refraining from visiting other employees in enclosed rooms with whom the employee does not live, and following all other safeguards that may be developed and announced during the course of this employment. All employees must comply with Emergency Temporary Standard (ETS). Personal Protective Equipment that the employee is required to wear or use will be provided at no charge to the employee. Consistently with requirements of the Americans with Disabilities Act, Title VII, the Rehabilitation Act and other Federal and State laws and regulations as well as CDC and authoritative health directives, the employer may test for an infectious disease, such as (COVID-19) during employment, including an employee's readiness to return to work. Such employer-required testing will be performed at no cost to the employee if the employer is required to pay for such testing.

t. Job Offer Information 20

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

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

The Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident in which alcohol or drug usage may have been a contributing factor, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers). The company may conduct laboratory exams or any other means of testing or medical evaluations when situations occur during the course of job that require it. The medical exam will be conducted by a designated physician and/or laboratory selected by the employer. All costs associated with the medical evaluation will be paid by the employer. Smoking is not permitted inside on the farm.

The employment described in this Clearance Order is not covered by a collective bargaining agreement. The terms of this Clearance Order, and accompanying documents, will govern the employment, including provisions for discipline, discharge and grievances.

Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include knives, hairnets, beard nets, plastic gloves, aprons, sleeves if needed to perform the job. The reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for repair or loss of equipment, unless such repair or loss is caused by the willful act the gross negligence of the employee.

Training: Training will be provided in the field by foreman during the first week of an employee's work. Workers will be provided a 3-day training or break-in period after which they must demonstrate the ability to perform the job duties defined herein.

The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis.

WFAS will provide accommodations for 590 workers during the period of this job order. The units are equipped with a full kitchen, including cook burners, sinks and refrigerators. Each worker will be provided with their own bed. Laundry facility is on site and workers will have access to laundry at no cost.

Housing has been inspected by the appropriate state agency. Workers residing in employer provided housing are responsible for maintaining the housing in a neat and clean manner. The employer will distribute and post a camp management plan and housing rules at each housing unit. Workers who do not comply with housing rules will be subject to progressive discipline up to and including termination and removal from housing.

Family housing: As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. Family housing is not a prevailing practice in Washington State.

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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

For workers who complete 50 percent of the work period, the Company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the employer which is the place of recruitment as defined above. Subsistence will be reimbursed at the rate of $15.46 per day without documentation and actual expenditures, and at actual cost up to a maximum of $59.00 per day with documentation of actual expenditures. The amount of reimbursement for transportation shall be the worker's actual cost, but not more that the most economical and reasonable common carrier transportation charges for the distance involved.

The Company may elect, at the Company's sole discretion and/or if required by law, to reimburse workers' inbound transportation and subsistence costs at an earlier time than set forth in the preceding paragraph. The employer will abide by regulation 20 CFR 655.122(h) in its entirety.

If the worker completes the period of employment, the Company will provide or pay for the worker's transportation and subsistence from the place of employment to the place from which the worker came to work for the employer which is the place of recruitment as defined above. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the employment period, or who are terminated for cause. For the purposes of this paragraph, the 3/4 period of employment shall be the period from the first workday the worker is at the Company's work site and is ready, willing, able and eligible to work, until the anticipated ending day of employment set forth in this Clearance Order, or until the services of the worker are no longer required, whichever comes first.

If a sufficient number of able, willing qualified and eligible workers are available in a single facility at the same time to come to work for the Company from a location beyond normal commuting distance, the Company may arrange transportation and subsistence at the most economical rate attainable for such workers. Such transportation will be at the workers' expense. The cost of inbound transportation and subsistence will be reimbursed as set forth in this Clearance Order.

v. Job Offer Information 22

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - null

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

The employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135. Qualified U.S. workers may apply for the job during the positive recruitment period and through 50% of the contract period. Eligibility for seasonal work will depend upon the applicant's qualifications. Working in one season or year does not guarantee or create an expectation of employment in a future season or year.

Upon hire workers will be assigned to a place of employment at the employer's discretion based on the employer's need and reasonable commuting distance.

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

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

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

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

Tree fruit production work will be performed in various fields and consists of one area of intended employment as defined in 20 CFR655.103(b). Employer will be working at all place(s) of employment simultaneously throughout the contract period: June 01, 2023 through November 10, 2023.

Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site. The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize the transportation offered by the Company. Workers are free to provide their own transportation to and from the daily work site.

Time of pick-up and drop-off depends on variable factors, such as weather, field location, job duties, etc. The employer will utilize 6-12 passenger buses, 1-13 passenger bus, 14-14 passenger buses, 1-20 passenger bus, 4-48 passenger buses, 5-50 passenger buses, 3-52 passenger buses, 4-55 passenger buses, 2-56 passenger buses, 3-58 passenger buses, and 9-60 passenger buses to transport workers.

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 50 percent rule as described in 20 CFR 655.135(d) with respect to the referrals made after the employer's date of need.

x. Job Offer Information 24

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.