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 * Bus Driver

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	10	5	3. First Date * 8/13/2023	4. Last Date * 11/11/2023

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

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

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

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 2 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 32 . 02	☑ HOUR ☐ MONTH	$ 00 . 00	N/A

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-300-23166-112297 Case Status: Full Certification Determination Date: 07/14/2023 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. * 6

3. Training: number of months required. * 2

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 40 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 *
3107 River Road

2. City * Yakima
3. State * Washington
4. Postal Code * 98902
5. County * Yakima

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

There are 31 additional worksites that will be added in the addendum section.

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 *
AMT Ranch 11429, Rd., 27 SW

2. City * Mattawa
3. State * Washington
4. Postal Code * 99349
5. County * Grant

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

7. Total Units * 7

8. Total Occupancy * 92

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)* *

License No. WA-0402-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 employee will be assigned to company-owned housing at the locations listed in D and Addendum D additional housing locations of the ETA 790, and/or assigned to one of the following rental locations based on business needs. Quality Inn or Rodeway Inn At Company-owned housing, Employer will provide cooking facilities and utilities at no cost to the employees occupying employer-housing.

Employees will purchase their own food and prepare their own meals. In the event it becomes necessary for the employer to provide 3 meals a day to the workers, the employer will charge $15.46 per day, or the current allowable charge as designated by the DOL. Those workers that are assigned to the rental beds located at Quality Inn or Rodeway will have 3 catered meals provided to them daily at a rate of 15.46.

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

F. Transportation and Daily Subsistence

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

The company operates 75 vans; that consist of 12-15 passenger seats and/or 3 buses that consist of 35-48 passenger seats. Depending on the weather or production needs, workers will leave before dawn and depart after 6 hours of work Monday through Saturday. All other transportation requests will be as needed and likely unscheduled i.e., weekly grocery shopping, check cashing, and doctor appointments, etc.

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

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 15 . 49	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *
   (Please begin response on this form and use Addendum C if additional space is needed.)

Employers will accept referrals from any source.
Candidates are encouraged to contact one of the following hiring centers by telephone and/or in-person to schedule an appointment:

Mattawa Hiring Center - 11429 Rd. 27 SW, Mattawa, WA 99319 (509) 424-1939.
Royal City Hiring Center- 3255 Frenchman Hills Road, Royal City, WA 99357 (509) 424-0728.
Ringold Hiring Center- 1741 Auburn Road, Pasco, WA 99301 (509) 266-4124; or
Yakima Hiring Center - 3107 River Rd., Yakima, WA 98902 - Open 8 am to 5 pm, Monday through Friday, for a hiring interview call (509) 965-3641.

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

The Employer will conduct an interview and if the candidate appears qualified will communicate a hiring decision.
Candidates are encouraged to check back with their Employer one week prior to the date of need to confirm there have not been any changes to the job opportunity. Candidates referred by the employment office (i.e., WorkSource) should check back with the employment office 9 days and no later than 5 days prior to the date of need to preserve their rights under 20 CFR 653.501(v)(B).

Employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135. All qualified eligible U.S. workers are encouraged to apply for these jobs during the positive recruitment period which is only through the initial 50% of the contract period.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (509) 965-3641	N/A	H2A@columbiareach.com

5. Website Address (URL) to Apply *
N/A

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 §
Lovelass	Kerri	J
4. Title *		
Human Resource Manager/H2A Director		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	6/28/2023

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

H-2A Agricultural Clearance Order
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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
1113	Tree Fruit	$ 24 . 47	Hour	
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		

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

H-2A Case Number: H-300-23166-112297 Case Status: Full Certification Determination Date: 07/14/2023 Validity Period: _____ to _____

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 §
Chiawana Orchards, LLC	1741 Auburn Road Pasco, Washington 99301 FRANKLIN		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	1170 North Cowiche Road Tieton, Washington 98947 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	611 Vaughn Road Yakima, Washington 98908 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	11429 Road 27 SW Mattawa, Washington 99349 GRANT		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	3829 Road 13.5 SE Royal City, Washington 99357 GRANT		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	502 Koelzer Road Mesa, Washington 99344 FRANKLIN		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	841 Treneer Road Yakima, Washington 98908 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards	238 Painted Rocks Drive Yakima, Washington 98908 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	611 North Cherry Drive Pasco, Washington 99301 FRANKLIN		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	730 Vanderbilt Road Ellensburg, Washington 98926 KITTITAS		8/13/2023	11/11/2023	5

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 §
Chiawana Orchards, LLC	801 Payne Road Ellensburg, Washington 98926 KITTITAS		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	Farm Unit 16 Block 80 in Section 15-17-26, Farm unit 16, Block 80 in Sec Othello, Washington 99344 GRANT		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	1880 Wikel Road Yakima, Washington 98980 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	509 Watson Road Yakima, Washington 98908 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	26012 K Road SW Mattawa, Washington 99349 GRANT		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	3255 Frenchman Hills Road Royal City, Washington 99357 GRANT		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	16496 Road 7.7 SW Royal City, Washington 99357 GRANT		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	: Farm Unit 67, Block 79, South of W53 in Sections 5-17-24 Quincy, Washington 98848 GRANT		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	3550 Kennedy Road Richland, Washington 99352 BENTON		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	3421 Fir Road Pasco, Washington 99301 FRANKLIN		8/13/2023	11/11/2023	5

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 §
Chiawana Orchards, LLC	500 Koelzer Road Othello, Washington 99344 FRANKLIN		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	9545 Road O SW Royal City, Washington 99357 GRANT		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	660 Vaughn Road Yakima, Washington 98908 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	Section 26, Township 14, Range 17 (Naches Heights) Watson Road Yakima, Washington 98908 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	Part of NW 1/4 Section 22-14-17 (Naches Heights) Yakima, Washington 98908 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	420 Murray Road Yakima, Washington 98908 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	411 Ehler Road Yakima, Washington 98908 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	9497 D Road SW Royal City, Washington 99357 GRANT		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	1170 North Cowiche Road Tieton, Washington 98947 YAKIMA		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	9629 Road O SW Royal City, Washington 99357 GRANT		8/13/2023	11/11/2023	5

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 §
Chiawana Orchards, LLC	1800 Auburn Road Pasco, Washington 99301 FRANKLIN		8/13/2023	11/11/2023	5
Chiawana Orchards, LLC	210 Painted Rocks Drive Yakima, Washington 98908 YAKIMA		8/13/2023	11/11/2023	5
Chiawana orchards LLC	1741 Auburn Road Pasco, Washington 99301 FRANKLIN		8/13/2023	11/11/2023	5

D. Additional Housing Information

H-2A Agricultural Clearance Order
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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	11429 Road , 27 SW Mattawa, Washington 99349 GRANT		7	92	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	16496 Road 7.7 SW Royal City, Washington 99357 GRANT		7	92	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	500 Koelzer Road Mesa, Washington 99343 GRANT		7	92	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	1310 Sunset Way Cowiche, Washington 98923 YAKIMA		2	24	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	9545 Road O SW Royal City, Washington 99357 GRANT		4	96	☑ 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	12 E Valley Mall Blvd Union Gap, Washington 98903 YAKIMA		86	452	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
❑ Employer-provided ☑ Rental or public accommodations	Rodeway Inn Yakima, Washington 98901 YAKIMA		13	77	☑ Local authority ☑ SWA ☑ Other State authority ☑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____

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

H. 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*) *

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

Full Growing Season Commitment: The worker agrees to be available for work and perform the assigned work for the assigned employer through the full period of employment 08/13/2023 through 11/11/2023.

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

All other duties assigned under this order will be those duties of Farm Worker, Diversified Crops, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092.

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*) *

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

The Employer will make the following deductions from the Worker?s wages: FICA taxes, Federal Income tax if required, workers' compensation premiums, health & dental insurance premiums (in enrolled), Washington State paid family and medial leave premiums, meals if applicable, other deductions expressly authorized or required by state or federal law, cash advances or repayment of loans, repayment of overpayments of wages to the Worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer to due to the Worker's damage (beyond normal wear and tear) in accordance with applicable state law, and any other deductions expressly authorized by the Worker in writing.

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*) *

Bus Driver: most have the ability to operate a bus that consists of 35-48 passenger seats. The bus driver will be required to have either a US CDL Class A with P endorsement or a Mexican Federal (International) License with Class B endorsement (Tourism). The driver must be able to pass a DOT physical and/or possess a current medical card for the length of the contract. Must conduct a daily safety check on the vehicle before operation. Must obey all State and Federal driving regulations and speed limits. Must stop at all railroad crossings. The driver will be responsible for safely transporting the worker(s) from a central location, such as worker housing, to and from each work site, grocery store and/or doctor appointments.

d. Job Offer Information 4

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

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

The Employer will provide or pay for the Worker's transportation & daily subsistence from their home to the point of departure and inbound transportation to their place of work with the Employer and outbound transportation from the place of employment to the place from which the Worker departed to work for the Employer. The type of transportation will depend on what is readily available at the time of inbound or outbound i.e., chartered, or public bus or flight accommodations.

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

Workers occupying Company housing will be offered transportation at no expense to the Worker from the housing unit to the worksite and back. Workers will be paid at the hourly rate listed in this agreement while in transit from the housing unit to the workplace for time spent in transit after the first 50 miles and will be paid on the return at the end of the workday for time spent in transit after the first 50 miles.

f. Job Offer Information 6

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meals

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

the employer will provide transportation to the grocery stores on a weekly basis to purchase groceries. The company will either provide 15-passenger vans or a 46-passenger bus to transport the workers to the grocery stores.

The Rodeway and Quality Inn will have meals catered for the workers. The workers will pick up their breakfast in the morning before leaving to work. Lunch will be picked up by the assigned van drivers and transported to the worksite. Dinner will be served buffet style at each hotel location by the hotel's cater.

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.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay deductions - WAPFL & WA Cares Act

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

Washington State Paid Family and Medical Leave
The WAPFL program is funded by premiums paid by both employees and employers. It will be administered by the Employment Security Department (ESD). In 2023, the premium is 0.8% of gross wages, or $7.69 per week for someone making $50,000 a year. The Company will withhold 72.76 percent of the total premium ($5.60 per week for an employee making $50,000 annually) from employees. The Company is responsible for paying the other 27.24 percent. We will calculate and withhold premiums from your paycheck and send both your share and ours to ESD on a quarterly basis.

Washington State long term care tax (WA Cares Fund)
The program is funded by premiums paid by the employee. It will be administered by the Employment Security Department (ESD). Starting July 1st, 2023, premiums will begin being deducted, rates are 0.58 percent of gross wages. For example, if an employee earns $50,000 annually, the total annual premium is $290.00 or $12.08 per paycheck.

Paid Family and Medical Leave is a mandatory statewide insurance program that will provide you with paid time off to give or receive care. This program will allow you to take up to 12 weeks, as needed, if you:

*Welcome a child into your family (through birth, adoption or foster placement)
*Experience a serious illness or injury
*Need to care for a seriously ill or injured relative
*Need time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment.

For specifics on military-connected paid leave, visit www.dol.gov/whd/regs/compliance/whdfs28mc.pdf

h. Job Offer Information 8

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

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

Medical and dental benefits are available to eligible employees. For 2023, and until further notice. Medical insurance is provided through Premera to employees working an average of 30 hours a week or more. Coverage for new hires who elect to enrolll in the insurance program will commence 30 days from date of hire to first of the month. Each eligible employee must elect to enroll or must sign and submit a form waiving coverage. Once an election for coverage has been made, any changes must wait until the next annual enrollment period unless there is a qualifying event such as marriage, legal separation/divorce, adoption/birth of child, significant reduction in schedule work hours,

The Company has decided to bundle the medical, dental and vision plans. The Company will pay $359.75 of the employee's premium, $657.17 of the Employee plus spousal coverage, $521.32 of the employee plus child(ren) and $760.20 of the employee plus family regardless of the plan chosen.

PPO Medical Plan/Plan Mdico PPO - The premiums will be deducted from each paycheck beginning with the first pay period of the month benefits are effective. If the employee elects the PPO Plan the cost per month for 2023 is $101.00 for employee only coverage, $398.42 for employee and spouse, $262.57 for employee and child(ren), or $501.44 for employee and family.

HSA Medical Plan/Plan Mdico HSA - The premiums will be deducted from each paycheck beginning with the first pay period of the month benefits are effective. If the employee elects the HSA Plan the cost per month for 2023 is $127.82 for employee only coverage, $460.29 for employee and spouse, $305.36 for employee and child(ren), or $571.85 for employee and family.

Dental insurance is provided through Premera. If an employee elects dental coverage outside of the health insurance benefit, he/she is responsible for 100% of the dental insurance premiums, which will be deducted from the employee's paycheck. The employee cost per month for 2023 is $45.24 for employee only coverage, $96.90 for employee and spouse, $121.00 for employee and child(ren), or $170.52 for employee and family.

Vision insurance is provided through Premera with your paid medical premiums or as a voluntary benefit with VSP. If the employee elects VSP coverage the Company will pay 80% of the employee's premium, and 50% of the premium for the employee's spouse or dependents. Premiums will be deducted from each paycheck beginning with the first pay period of the month benefits are effective. The employee cost per month for 2023 is $1.29 for employee only coverage, $3.23 for employee and spouse, $3.33 for employee and child(ren), or $6.55 for employee and family.

AFLAC - Whole Life insurance, accident and critical illness/cancer coverage is provided through AFLAC. If an employee elects AFLAC coverage, he/she is responsible for 100% of the insurance premiums, which will be deducted from the employee's paycheck.

For details of your coverage limits, deductibles, and other coverage information, refer to plan booklets and contracts provided to you, contact the carrier, or speak with your supervisor or the Human Resources Department for assistance.

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.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay deductions - vacation

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

Vacation

Workers who work a minimum of 1,500 hours during a vacation year of December 1st through November 30th will earn a vacation benefit as follows:

- More than 1,500 hours = .01 hours of vacation time for every hour worked
- More than 2,000 hours = .025 hours of vacation time for every hour worked

The amount of vacation time is doubled for workers who have earned vacation benefits in five or more consecutive years. The vacation time may be taken as paid time off, or as a cash payment (except for foreign H-2A workers who are only entitled to receive a cash payment for vacation time). Cash payments for domestic workers will be available the first Friday after January 15th for vacation benefits earned in the prior year. Cash payments for foreign H-2A workers will be included in the final paycheck given to the worker before returning home. In addition to the above, workers who work a minimum of 2,000 hours during the calendar year will be entitled to two weeks of unpaid vacation, and workers who have worked a minimum of 2,000 hours in five or more consecutive calendar years will be entitled to four weeks of unpaid vacation.

j. Job Offer Information 10

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

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

As mandated by Washington State law (RCW 49.46), every employee is entitled to paid sick leave. Below is a summary of the sick leave provisions but the written provisions of the Washington State law control. If you have any questions as to those provisions please review RCW 49.46 (available by computer) and any regulations provided by authority of that law or ask the Accounting Department. If any of the provisions of this manual conflict with Washington law, the law shall control.

Employees will accrue one (1) hour of paid sick leave for every forty (40) hours worked as an employee. An employee is entitled to use accrued paid sick leave beginning on the ninetieth (90th) calendar day after the commencement of his or her employment.
Paid sick leave will be computed on a straight time basis at the rate in effect at the time the employee's paid sick leave is taken.
Paid sick leave may not be taken prior to being earned. Unused paid sick leave carries over to the following year up to a maximum of forty (40) hours of unused paid sick leave.

Employees who wish to use paid sick leave must notify the Company prior to or during the absence period, regardless of the length of the absence. Failure to notify the Company may result in disciplinary action, up to and including termination. The Company may require proof of illness by means of a notification from a licensed doctor or other means acceptable to the Company for absences using paid sick leave of more than three consecutive days.

Upon termination of employment, there will be no financial or other reimbursement for accrued and unused paid sick leave. When there is a separation from employment and the employee is rehired within twelve months of separation, previously accrued unused paid sick leave shall be reinstated and the previous period of employment shall be counted for purposes of determining the employee's eligibility to use paid sick leave (i.e., prior service will count towards the 90-day waiting period to begin using accrued paid sick leave).
An employee may use paid sick leave for the following reasons:
a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative medical care.
b. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care.
c. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
d. An absence that qualifies for leave under the domestic violence leave act, chapter 49.76 RCW.

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.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay deductions - sick leave part 2

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

A family member includes any of the following:

a. child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
c. A spouse.
d. registered domestic partner.
e. A grandparent.
f. A grandchild
g. A sibling.

l. Job Offer Information 12

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

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

THINNING: Thinning is a manual process used to control the size and quality of grown fruit. Some examples thinning tasks are, but not limited to:
Removing the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. Identify and remove fruit that is misshapen, damaged and/or with other quality problems as directed by supervisors. The Worker must be able to use scissor-like clippers. Thinning may be performed from the ground, a ladder, or a motorized platform. The Worker must possess the ability to pick up and handle an 8 ft. or 10 ft. orchard ladder weighing up to 40 pounds.

TRAINING: Training is a process in which the fruit tree is manipulated to increase yield and/or quality. Some examples training tasks are but not limited to:
Tying, taping, or clipping apple or cherry limbs to wires.
Tying up or down apple or cherry limbs.
Training and limb positioning of apple and cherry trees.
Shoot thinning, sucker removal, cluster thinning, shoot positioning, hedging, or leaf removal.
Propping and supporting apple trees.

Training may be performed from the ground, a ladder, or a motorized platform. The Worker must possess the ability to pick up and handle an 8 ft. or 10 ft. orchard ladder weighing 30 pounds.

PRUNING: The Worker will prune numerous varieties of apple and cherry trees according to established Company procedures based on the difference in the treatment of different varieties. The Worker may be required to selectively prune only trees of a certain size and color as instructed by the crew supervisor. The Worker is expected to possess or acquire pruning skills to identify and remove stubs or broken branches, downward-growing branches, branches which rub against each other, shaded interior branches, dead wood and shoots/suckers with hand pruning saws and clippers, and/or mechanized equipment in pruning activities. Work will be performed on trees for long periods of time using a variety of pruning equipment including but not limited to hand shears, hand loppers, and hand saws.
Pruning may be performed from the ground, a ladder, or a motorized platform. The Worker must possess the ability to pick up and handle an 8 ft. or 10 ft. orchard ladder weighing up to 30 pounds.

CHECKER: The Worker will perform daily tasks under the direction of a ranch manager or orchard operations manager. The Worker will check the bins each Worker picks for quality (no debris, under-developed fruit, bruising, etc.). The Worker will also provide employees with an accurate accounting of fruit picked to ensure accuracy of pay. The Worker will evaluate work performed to ensure production and quality standards are being met. The Worker will provide feedback to the ranch manager regarding Worker performance. The Worker must be able to walk and stand during the workday.

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 - additional job descriptions - part 2

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

In addition to pruning, thinning, and training, the Worker may be asked to perform other normal farm activities such as but not limited to trellis construction and maintenance, tree planting and orchard development, weed control, irrigating, fertilizing and pest or disease control. In all cases, instruction as well as any necessary equipment will be provided.

Equipment operator: The worker may be required to operate different farm equipment such as implement operation including forklifts, bin trailers, platforms, spreaders, choppers, brush mowers, weed sprayers, hedgers, mechanical thinners, and root pruners. Basic knowledge of how-to pre-check equipment prior to use would be required; including oil, transmission, cooling system, tires, hydraulics, air filters, belts, and safety equipment. General tractor operation includes Safety equipment, hydraulics, PTO's, proper gear selection and monitoring of tractor performance during operation.

Irrigator Operate irrigation pumps and valves, repair irrigation systems, clean and flush irrigation lines and pump stations, change and/or repair sprinkler heads, prune trees to remove overhead blockage, prune root suckers and low branches blocking sprinkler spray pattern, rodent baiting and trapping, maintain drainage systems, utilize irrigation control systems, apply irrigation according to schedule and record information, fertigation, frost control to include starting wind machines along with frost water.

Chauffeur driver: Operation of 12-15 passenger vans with a valid driver license issued within the US or from Mexico or Canada. The driver must be able to pass a DOT physical for van driving and/or possess a current medical card for the length of the contract. Must conduct a daily safety check on the vehicle before operation. Must obey all State and Federal driving regulations and speed limits. Must stop at all railroad crossings. The driver will be responsible for safely transporting the worker(s) from a central location, such as worker housing, to and from each work site, grocery store and/or doctor appointments.

The Worker must be able to use scissor-like clippers. Thinning may be performed from the ground, a ladder, or a motorized platform. The Worker must possess the ability to pick up and handle a 10 ft. or 12 ft. orchard ladder weighing up to 40 pounds.

Light Duty & Restrictions:
Any doctor certified or restricted duties will be adhered to allowing the worker to continue to work; allowing the worker to continue to earn an income if possible. I.E., garbage pickup, cleanup, machine washing, and other physician approved light duty positions.

n. Job Offer Information 14

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

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

The Employer will furnish, without charge, all tools, supplies and personal protective equipment required in the performance of the specified work. Deductions in pay for breakage, loss or damage of equipment, tools, or bedding (beyond normal wear and tear) will be made in accordance with state law. To secure a replacement at no cost for an Employer supplied item, the Worker must present the worn-out item to be replaced.

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.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Other Conditions of Employment part 1

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

The work contract shall be terminated before the end of the period of employment if the services of the Workers are no longer needed for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, or another act of God which makes fulfillment of this contract impossible (20 CFR 655.122(O)). Whether such an event constitutes a contract impossibility will be determined by the Certifying Officer. In addition, a foreign alien Worker may be displaced by a domestic Worker in the first 50 percent of the contract period; in this case the guarantee will not apply. In such cases, the Employer will make efforts to transfer the Worker to other comparable employment acceptable to the Worker. If such transfer is not affected, the Worker will be returned at the Employer's expense to the place from which the Worker, without intervening employment, came to work for the Employer, 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; and pay the Worker for any costs incurred by the Worker for transportation and daily subsistence to that Employer's place of employment. In the event of such termination, the guarantee ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reasons.

In the case of any domestic Worker who has been offered employment through the clearance system, the Employer agrees to provide 35 hours of work for the week beginning with the anticipated date of need unless the Employer has amended the date of need by notifying the SWA Foreign Labor Certification Coordinator and the Certifying Officer in writing at least 10 working days prior to the original date of need. If the Employer fails to notify the SWA Foreign Labor Certification Coordinator and the Certifying Officer, then the Employer shall pay such hired Worker the Adverse Effect Wage Rate for a standard 40-hour work week commencing on the original anticipated date of need. The Employer may require the Worker to perform alternative work if the guarantee cited in this section is invoked. Per 20 CFR 653.501 (d)(4) if the Applicant fails to contact the SWA Order Holding Office to verify the date of need cited in the clearance order between 9 and 5 business days prior to the original date of need cited in the clearance order, the Worker will be disqualified from the above-mentioned assurance.

The Employer will notify the SWA Central Office and the Certifying Officer in writing immediately upon learning of a delayed or extended date of need, that a crop is maturing earlier or later, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker and approval in writing from the OFLC Administrator.

p. Job Offer Information 16

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

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

This document is translated into Spanish. If there are inconsistencies between the English and version and the Spanish version, the English version controls.

Discipline and/or termination: The Employer may discipline and/or terminate the Worker for lawful job-related reasons: a) if employee refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; b) if employee commit serious act(s) of misconduct or serious or repeated violation(s) of Company policies and procedures d) if employee abandons his employment; e) if employee falsifies identification, personnel, medical, production or other work related records; f) if employee fails or refuses to take a drug test when requested during employment; or g) if employee commits acts of insubordination (defined as failure to regard or obey authority).

Workers must notify the Employer prior to voluntarily terminating his or her employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that Workers provide a complete and accurate address to the Employer no later than the first day of employment. The Employer has a no complete, no rehire policy. Termination for lawful job-related reasons disqualify the Worker from future employment opportunities with the Employer. If the Worker abandons his or her employment without notice during the period covered by this work agreement, they are terminated immediately and will be disqualified from future employment opportunities with the Employer. If the Worker resigns his or her employment voluntarily, the Employer will consider and evaluate special circumstances and hardship on a case-by-case basis. If the Worker is consistently unable to perform his or her duties in a timely and proficient manner consistent with applicable industry standards, considering all factors, he or she will be provided training in accordance with Employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the Worker to work more efficiently. If performance does not improve after coaching and warnings, the Worker may be terminated. These standards are not linked to any specific productivity measure and apply equally if the Worker is working on an hourly and/or piece rate basis.

For Workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to Workers.

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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Other Conditions of Employment part 3

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

Disclosure of work contract: The Employer will make available a copy of the ETA 790 Clearance Order and Attachment to any H-2A Worker, in a language understood by the Worker as reasonable per 20 CFR 655.122(q), no later than the time at which the Worker applies for the visa, or for a Worker in corresponding employment, no later than on the day work commences.

Employers will grant reasonable access to outreach workers pursuant to 20 CFR 653.107 and 653.501(3)(vii).
The worker may be considered an employee under the laws of the state of Washington and is subject to state worker health and safety laws. You may be subject to both state and federal laws governing overtime and work hours, including the minimum wage act under chapter 49.46 RCW.

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.
The employer's recruitment agent, CSI, charges the employer $100 per worker. Workers are never charged fees for this service and should never pay any fees to recruiters, other than applicable Visa Fees paid to the U.S. Department of state for a visa interview, which will be reimbursed should the worker receive a visa and arrive at the place of work.

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

Equal Opportunity Employment: Chiawana Orchards, LLC is an equal opportunity employer. Discrimination against employees because of race, color, religion, national origin, sex, sexual orientation, marital status, gender identity, pregnancy or pregnancy-related conditions, handicaps (including physical, mental or sensory disabilities) or age in violation of local, state or federal law is strictly prohibited and is subject to discipline up to and including termination as further set forth below.

r. Job Offer Information 18

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

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

Harassment or Discrimination: Harassment, including sexual harassment and/or any form of discrimination by any employee, supervisor, manager, owner, or non-employee is strictly prohibited. Harassment includes, but is not limited to:

*Unwanted sexual advances, flirtations, invitations, comments and/or propositions.
*Verbal abuse of a sexual nature, sexually related comments, and jokes, graphic suggestive or degrading comments about employees, their body, their dress, or their appearance.
*Any intentional physical contact or intentional unwanted touching, such as, assault, patting, pinching, intentional brushing against another's body, or any physical interference with normal work movement when directed at any individual.
*Verbal harassment regarding the individual's membership in a protected class, i.e., race, sex, color, national origin, religion, or age such as, including but not limited to, epithets, derogatory comments, jokes and/or slurs, profanity, gestures, racial jokes, or forms of dress.
*Visual forms of harassment such as derogatory and/or sexually oriented cartoons, posters, pictures, drawings or the display of sexually suggestive objects or pictures (including photographs) in the workplace.
*Any employee who uses sexual behavior to implicitly or explicitly threaten, coerce, influence, or affect the employment, job status, salary, or performance of another employee.

Complaint Process: If you believe that you are being discriminated against or harassed including sexual harassment or believe that your employment is being affected by such conduct directed at someone else or if you witness any such conduct you should contact the orchard manager and make him aware of the situation in writing. If he is involved in the conduct about which you are complaining, you should contact the Human Resource Department. All reports will be investigated.

Any employee who violates the Company policy against discrimination and/or harassment is subject to discipline to include termination all as set forth below. No reprisal or retaliation will occur to any employee who reports any discrimination and/or harassment.

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

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Drug and Alcohol Policy - part A

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

Pre-Employment Testing: Prospective employees applying for or promoted to Safety Sensitive positions (as defined in #2 Random Testing below) shall undergo drug testing as a condition of employment or promotion to the position. Once an applicant has been offered a Safety Sensitive job position, he/she must pass a preemployment screen before commencing work. When under H2A contract, drug testing will only be conducted post-employment and at the expense of the Employer as stated in accordance with the Departmental regulations at 20 CFR sec. 655.122(b). This is not a drug test requirement, but a statement outlining that the Employer may conduct post-employment drug testing at the expense of the Employer as hereafter set forth. The Employer will only conduct post-employment drug testing on those supervisors responsible for operating a company vehicle i.e., those responsible for transporting workers from one location to another and those operating farm equipment such as tractors.

Drug and alcohol use: Chiawana Orchards LLC (The Company) is committed to the principle of maintaining a drug-free workplace free from the effects of alcohol and illegal drugs. An illegal drug is any substance that is illegal to use, possess, sell, or transfer as defined by the federal government.

It is a violation of this policy to be under the influence of, possessing, using, selling or distributing illegal drugs while on Company premises or on work time; and using, possessing or being under the influence of alcoholic beverages on Company premises, job sites, or on work time or while in Company vehicles (with the exception of beverages served at Company sponsored functions or with Management Team approval). Employees of the Company are encouraged to report any substance abuse problems of which they are aware without the fear of reprisal or retaliation.

All employees are expected to cooperate fully with any investigation relating to enforcement of this policy. Failure to cooperate in a drug test, providing false information, failing to provide a specimen, omitting information, attempting to adulterate a specimen, or otherwise manipulating a test or failing to appropriately execute acknowledgement and agreement forms will result in that employee's termination. Employees who are required to take a drug test will be provided with the appropriate acknowledgement and agreement forms by the Company.

Drug and/or Breath Alcohol Testing
Breath alcohol tests will be considered positive if the result is greater than 0.0. Drug screening will follow Substance Abuse and Mental Health Services Administration (SAMHSA) criteria. A test as required hereunder will be considered positive if it is determined and reported by the agency administering the test to be positive using said criteria.

Employees shall be required to submit to a drug and/or breath alcohol test under the following circumstances:

Safety Sensitive Testing: Employees applying for or promoted to Safety Sensitive positions (CDL drivers, H2A van, bus drivers and/or orchard tractor drivers) shall undergo drug testing as a condition of employment or promotion to the position. Once an applicant has been offered a Safety Sensitive position, he/she must pass a drug screen before commencing work. If a positive test is reported, the offer of employment in the Safety Sensitive position will be withdrawn.

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Drug and Alcohol Policy - part B

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

Random Testing: Random drug testing will be done on employees in Safety Sensitive positions. Safety Sensitive positions include forklift drivers, CDL drivers, H2A van and bus drivers, and orchard tractor drivers. As used in this policy, *random testing means a method of selection of employees for testing, performed by an outside third party. The selection will result in an equal probability that any employee from a group of employees will be tested. Furthermore, the company has no discretion to waive the selection of an employee selected by this random selection method. When lab-certified results are received and the result is positive, the employee will be
notified of termination.

Reasonable Suspicion Testing: Employees reasonably suspected of being under the influence of any drug or alcohol during work hours, on Company premises, while in a Company or customer's vehicle, or while engaged in Company business, may be asked to submit to a drug and/or alcohol test to confirm or rule out the presence of drugs or alcohol in the employee's system. The Company will transport to and from the testing facility. If the employee refuses to submit for a reasonable suspicion testing, employment will be terminated. The Company will require the employee to secure his own transportation home. An employee suspected of being under the influence will not be allowed to drive off property. If an employee chooses to operate a vehicle after refusing a test, the appropriate authority will be notified.

When lab-certified results are received and if the result is positive, the employee will be notified of termination.
When lab-certified results are received and the result is negative, the employee will be paid for lost time and will be notified of the return-to-work date.

Post-Accident or Mishap Testing: Employees may be required to undergo drug and/or alcohol testing when there has been an on-the-job incident that resulted in personal injury or property damage.
When lab-certified results are received and the result is positive, the employee will be notified of termination. When lab-certified results are received and the result is negative, the employee will be paid for lost time and will be notified of the return-to-work date.

Rehabilitation and/or Treatment Options

In addition, to leave provided for in this manual and/or mandated by law, employees who acknowledge drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. The employee may also request unpaid leave for acknowledged drug or alcohol problem, which are the subject of disciplinary action, but said leave will be granted only in extraordinary circumstances. If leave is granted for rehabilitation or treatment programs, it will be upon condition that the employee agrees to abstain from use of the problem substance involved and abides by all Company policies, rules and prohibitions relating to conduct in the workplace, and if granting of the leave will not result in any undue hardship to the Company or its other employees.

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

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

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

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

The following is a list (which is not all inclusive) of misconduct that may result in disciplinary action, including termination:

a. Stealing and/or possession of Company property without permission.
b. Abuse of property, or any attempt to interfere with or obstruct production.
c. Harassment (specifically, including sexual harassment), discrimination, disorderly conduct, fighting, horseplay or bullying.
d. Deliberately falsifying any time record, production ticket, or information provided for the purpose of obtaining benefits of any type (including wages or bonuses).
e. Giving false or misleading information to obtain employment or during the course of your employment. This includes verbal as well as written information (such as enrollment cards, eligibility and claim forms).
f. Failure to carry out any work-related instructions or failing to perform duties in a timely and proficient manner as compared with other Workers and normally accepted standards of orchard work.
g. Use of improper or abusive language.
h. Violation of drug and alcohol policy or failing to cooperate in drug or alcohol testing as further set forth in this agreement.
i. Leaving Company premises during working hours without permission from your supervisor.
j. Operating equipment or machinery in a careless manner or for which you have not received proper training.
k. Having a firearm or other weapons on Company property.
l. Not wearing personal safety equipment as per instructions.
m. Not using chemicals in accordance with the SDS sheets and instructions. Containers with chemicals are to be labeled identifying the chemical.
n. Violation of Company rules or policies and/or violation of safety or health regulations, or failure to use safety devices, or violation of any terms of this agreement.

Vehicles: No person may operate a Company vehicle unless that person is properly licensed and provides a copy of a valid driver's license to the office. No employee shall operate a Company vehicle when his or her driving may be affected using legal drugs. A Company vehicle shall include a private vehicle being used for Company business or for which an employee is being paid mileage. Injury and evaluation and/or treatment: All employees are covered by worker's compensation insurance, through the Company's self-insured plan. Each employee should become familiar with the notices posted on the noticeboard concerning any benefits. If you are injured in any way, notwithstanding how minor the injury may seem, it must be reported to your supervisor immediately or in special circumstances as soon as is reasonably possible. The supervisor may require that you complete a written report indicating the extent of the injury and how it occurred. In case of injury to an employee occurring on the job and except for minor injuries such as a small cut or bruise, the injured employee may and most likely will be transported by a Company approved representative to a trained medical professional for evaluation and/or recommended treatment. Unless you request otherwise, the Company representative transporting you will not be in attendance with you while you are being evaluated or treated. You must cooperate in being evaluated but you have the option of deciding whether or not to undertake or follow any recommended treatment. You may refuse or object to any such recommended treatment.

v. Job Offer Information 22

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

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

Accidents: Any employee who causes or is involved in an on-the-job accident, however insignificant he or she believes it to be, which causes injury, however minor, to that employee or another employee or that causes damage of any kind, no matter how small, to Company property including, but not limited to, forklifts, structures, vehicles or any other property must report that accident to the orchard manager or if he is unavailable, to your immediate supervisor. Said accident must be reported immediately. You must stop whatever you are doing to report it, immediately. You will be disciplined if you fail to report the accident immediately.

Discipline & retaliation: Discipline considering all factors may be imposed for any violation of the Company policies and rules set forth in this agreement. Depending on the circumstances of any violation, the discipline may involve verbal instruction, written warnings, suspension without pay or termination. No employee will be subject to reprisal or retribution for good faith efforts to comply with this agreement or as a result of reporting any person who an employee witnesses violating the terms of this agreement.

Failure to report for work: If a Worker fails to report for work without being excused from doing so by the person designated as the Human Resource Manager or his/her designated assistant for a period of 5 consecutive days that Worker shall be deemed to have voluntarily terminated his/her employment and shall no longer be a Company employee.

You may contact the services or hotline listed below if you think that you may be a victim of trafficking:

*Emergencies: 911

*Washington Anti-Trafficking Response Network (WARN): 206-245-0782

*Office of Crime Victims Advocacy Web site or Hotline: 1-800-822-1067 or on the Web at www.commerce.wa.gov/site/247/default.aspx.

*Department of Labor & Industries' Crime Victim Compensation Service Center: 1-800-762-3716 or on the Web at www.crimevictims.Lni.wa.gov.

*For information on workplace rights, worker safety and health or workers' compensation, contact Department of Labor & Industries at 1-800-547-8367 or on the Web at www.Lni.wa.gov.

*See other relevant telephone numbers on the workplace posters at your workplace or at www.Lni.wa.gov/IPUB/101-054-000.pdf.

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